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PROJECT NO. 04856

Carol A. Harris
REGISTER OF DEEDS
RIGHT OF WAY AND EASEMENT AGREEMENT

THIS INDENTURE, made by and between DOUBLE "S" DEVELOPMENT, a Nebraska partnership, having an office at 23232 Highway 6, Gretna, Nebraska 68028 (hereinafter called "Grantor") and MCI Telecommunications Corporation, a Delaware corporation, having an office at 1133 19th Street, N.W., Washington, D.C. 20036 (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain land and premises (hereinafter called the "Property") located in the County of Sarpy, State of Nebraska, being the same property described in that certain deed dated April 14, 1992, and recorded as Instrument No. 92-07405 among the land records for the said Sarpy County, State of Nebraska, and more particularly described in Exhibit A attached hereto and specifically incorporated herein by reference; and

WHEREAS, Grantee desires to obtain a Right of Way and Easement in, on, upon, over, under, across, along and through Grantor's said Property for the purposes of construction and operation therein or thereon of an underground telecommunications transmission system consisting of wires, cables and other means of transmission, including fiber optic cables with multiple fibers or strands and attendant equipment and appurtenances (hereinafter called the "telecommunications transmission system"), and Grantor is agreeable thereto;

NOW, THEREFORE, in consideration of the foregoing premises and of the sums paid and to be paid by Grantee to Grantor as hereinafter set forth, Grantor does hereby grant and agree as follows:

For and in consideration of the sum of One Hundred Dollars (\$100.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and warrants unto Grantee, its successors and assigns, a perpetual and permanent Right of Way and Easement of ten feet (10') in width, for the telecommunications transmission system as constructed and installed in, on, upon, over, under, across, along and

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through a portion of Grantor's Property as more particularly described and delineated in Exhibit B attached hereto and specifically incorporated herein by reference (hereinafter called the "Easement Area").

Prior to commencement of any construction hereunder, Grantee shall pay to Grantor the additional sum of Six Hundred Forty-five Dollars (\$645.00). Such payment, when added to the sum specified above and previously paid pursuant to this Agreement, shall be the full consideration for this conveyance, it being understood and agreed by Grantor, however, that Grantee is not obligated to construct the said telecommunications transmission system or to make the said additional payment to Grantor unless and until Grantee shall elect in its sole discretion to proceed with construction of the telecommunications transmission system within the Easement Area. This Agreement shall automatically cease and terminate without further act by either Grantor or Grantee six (6) months from the date set forth hereinbelow if Grantee shall not have previously paid to Grantor said additional sum as set forth in this paragraph.

Grantee shall have the permanent and perpetual right to enter and re-enter the Easement Area to construct, install, reconstruct, operate, maintain, alter, repair, reinstall, expand, replace, relocate, remove and use in, on, upon, over, under, across, along and through the Easement Area 1) the telecommunications transmission system; and 2) any and all underground or above ground fixtures, equipment, improvements and appurtenances deemed necessary or appropriate by Grantee in conjunction with said telecommunications transmission system.

Grantee shall have all of the rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted including, but without limiting the same, the permanent and perpetual right 1) of free ingress to and egress from the Easement Area over and across existing roads, if any, on, over and across said Property of Grantor, as well as the right to use any and all such roads, to the extent necessary to exercise any and all rights granted to it herein and 2) from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the construction, installation, reconstruction, operation, maintenance, alteration, repair,

reinstallation, expansion, replacement, relocation, removal and use of said telecommunications transmission system.

This grant shall carry with it the further right, from and after the date hereof, in Grantee to enter and re-enter upon the Easement Area and said Property of Grantor for the purposes of such surveying, engineering, soil test boring and other studies as Grantee shall deem necessary in planning, designing and redesigning the said telecommunications transmission system.

TO HAVE AND TO HOLD the rights, Rights of Way and Easements herein described unto Grantee, its successors and assigns, together with the right at any time and from time to time to assign or transfer the said rights, Rights of Way and Easements herein described, in whole or in part, together or separately. Grantor hereby binds itself, its heirs, executors, administrators, successors and assigns to warrant specifically and forever defend all and singular said Easement Area, premises, rights, Rights of Way and Easements unto Grantee, its successors and assigns, against every person whomsoever lawfully or otherwise claiming or attempting to claim the same or any part thereof for so long as Grantor is the lawful and record owner of the Property.

Grantor represents and warrants to Grantee that Grantor is the sole owner in fee simple of the land more particularly described in Exhibit A attached hereto and specifically incorporated herein by reference, which Property includes the said Right of Way and Easement granted herein, as well as of the easement(s) and right(s) of way over adjoining lands of Grantor, if any, as described herein. Grantor further represents and warrants to Grantee that such ownership is free and clear of all liens and encumbrances other than those liens and encumbrances, if any, now of record in the said Sarpy County, and that such liens and encumbrances do not interfere with Grantee's use and operation of the Easement Area and related easement(s) and right(s) of way, if any, and that Grantor has the lawful right and authority to execute this Right of Way and Easement Agreement and grant the rights, Rights of Way and Easements set forth herein.

Grantee agrees that all cable, wire or conduit to be installed shall be underground and shall be buried below normal cultivation depth. Grantee further agrees to pay the reasonable amount of any actual damage to growing crops,

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timber, fences or other structural improvements located outside the Easement Area caused by the construction, installation, reconstruction, maintenance, operation, repair, alteration, reinstallation, expansion, replacement, relocation, removal or use of said telecommunications transmission system and appurtenant facilities or in the exercise of any other right granted herein.

Grantee agrees to indemnify and save harmless Grantor from and against any and all claims, liability, damage or loss to persons, including loss of life, or to property which may arise out of Grantee's use or occupancy of the Easement Area or out of any act of Grantee, its employees, agents and invitees.

IN WITNESS WHEREOF, this Right of Way and Easement Agreement has been executed this _____ day of _____, 1993.

GRANTOR:

DOUBLE "S" DEVELOPMENT

By: [Signature]
Chris Smisek

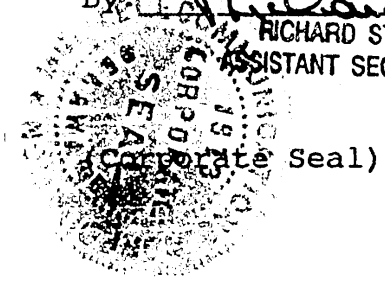
By: [Signature]
Steve Swenson
GRANTEE:

ATTEST:

MCI TELECOMMUNICATIONS CORPORATION

By: [Signature]
RICHARD STROM
ASSISTANT SECRETARY

By: [Signature]
Susan C. Frary
Vice President



STATE OF NEBRASKA

COUNTY OF

The foregoing instrument was acknowledged before me this 19th day of April, 1993, by Chris Smisek and Steve Swenson, partners on behalf of DOUBLE "S" DEVELOPMENT, a partnership.



Mary Chapman
Notary Public

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 17th day of May, 1993, by SUSAN C. FRARY, Vice President of MCI TELECOMMUNICATIONS CORPORATION, a Delaware corporation, on behalf of the corporation.



Patricia Ann Itterus
Notary Public

EXHIBIT A

That part of the South Half of the Southeast Quarter of Section 15, Township 13 North, Range 10, East of the 6th P.M., Sarpy County, Nebraska, being more particularly described as follows:

Beginning at the South 1/16 corner common to Section 15 and 14, Township 13 North, Range 10 East;

Thence South 00 degrees 04 minutes 33 seconds East (assumed bearing) along the East line of the South Half of the Southeast Quarter a distance of 109.4 feet to a point of intersection with the Northerly right of way line of existing Nebraska State Highway No. 6;

Thence South 53 degrees 07 minutes 26 seconds West along the Northerly right of way line of said existing Nebraska State Highway No. 6 a distance of 85.30 feet to a point of angle;

Thence South 56 degrees 30 minutes 26 seconds West along said northerly right of way line a distance of 2113.48 feet to a point of intersection with the South line of the South Half of the Southeast Quarter;

Thence South 89 degrees 47 minutes 05 seconds West along the South line of said South Half of the Southeast Quarter a distance of 405.3 feet to a point on the Easterly right of way line of 100 foot wide C. B. & Q. (Chicago, Burlington and Quincy) Railroad, said point being on a curve, nontangent to said line;

Thence North and East along a 2882.15 foot radius curve to the left and along the easterly right of way line of said 100 foot wide C. B. & Q. Railroad an arc distance of 1037.70 feet to a point of tangency;

Thence North 22 degrees 07 minutes 40 seconds East along said Easterly right of way line a distance of 492.12 feet to a point of intersection with the North line of the South Half Southeast Quarter;

Thence North 89 degrees 57 minutes 21 seconds East along the North line of said South Half Southeast Quarter a distance of 1496.90 feet to the point of beginning.

Note: The East line of the South Half of the Southeast Quarter of Section 15, Township 13 North, Range 10 East is assumed to bear South 00 degrees 04 minutes 07 seconds East.

Being the same property described in Deed dated April 14, 1992, from Nebraska National Bank, N.A. to Double "S" Development, a Nebraska partnership, recorded as instrument no. 92-07405, Register of Deeds, Sarpy County, Nebraska.

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EXHIBIT 'B' Sheet 1 of 3

PROPERTY DATA

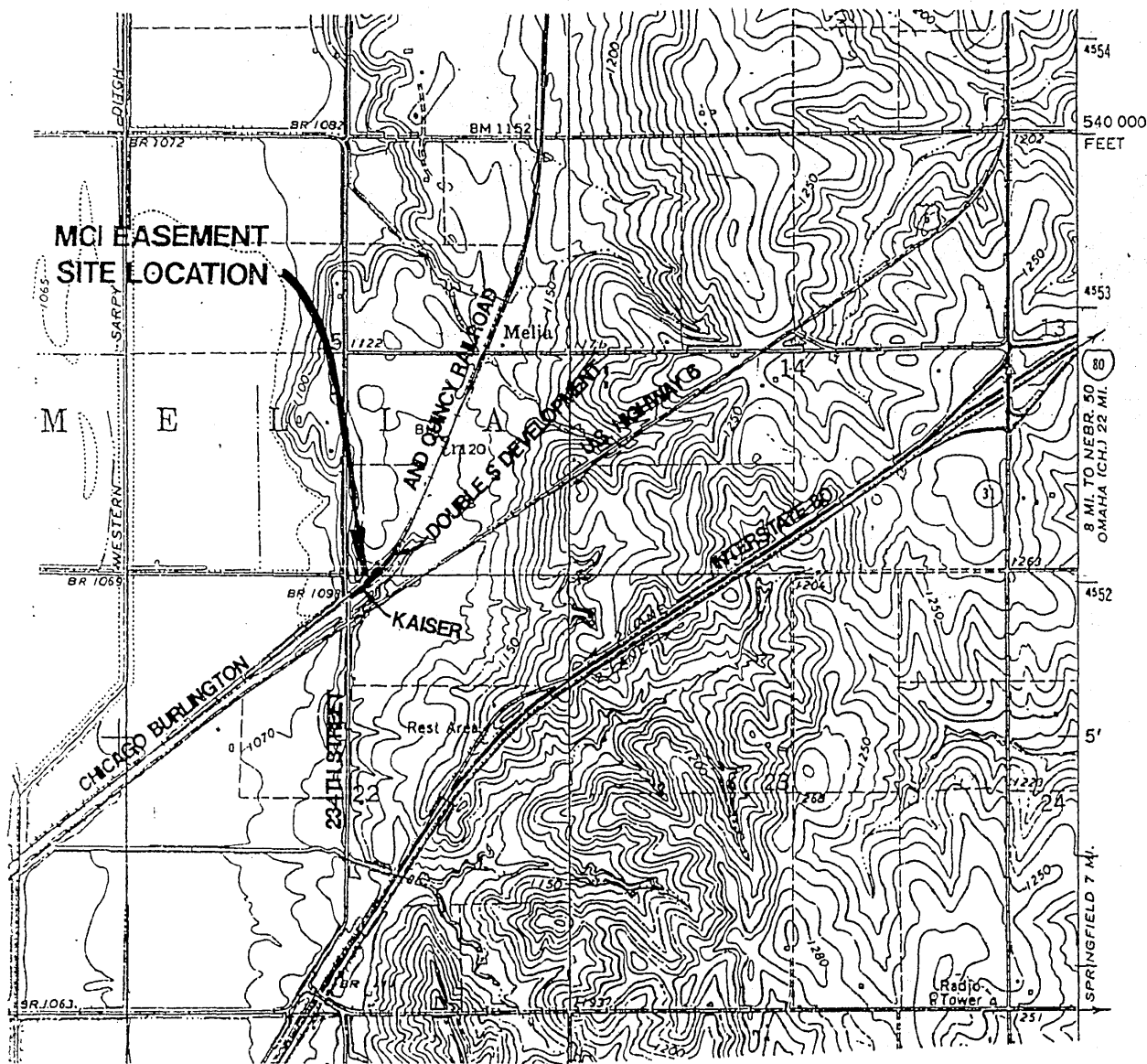
Owner's Name : **DOUBLE S DEVELOPMENT**

General Location : **GRETNA, NEBRASKA**

County : **SARPY** State : **NE.**

Deed Reference : **INSTRUMENT**
No. 92-07405

GENERAL LOCATION MAP



Scale : $1'' = 2000'$ Prepared By : **M. HEISE**

Revised **6-9-93**
Date : **4-27-93**

Site Name : GRETNA, NEBRASKA

EXHIBIT 'B' Sheet 3 of 3

LEGAL DESCRIPTION

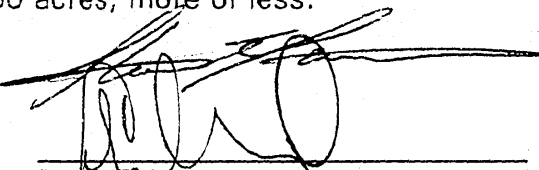
LEGAL DESCRIPTION
DOUBLE S DEVELOPMENT EASEMENT LEGAL DESCRIPTION

A tract of land located in Tax Lot 10, a tax lot located in the SW 1/4 of the SE 1/4 of Section 15, Township 13 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the S 1/4 corner of said Section 15; thence N89°42'51"E (assumed bearing) along the South line of said Section 15, a distance of 435.48 feet to the point of beginning; thence N39°34'14"E, a distance of 131.70 feet; thence N34°46'49"E, a distance of 207.86 feet; thence N34°13'29"E, a distance of 202.49 feet; thence N29°13'10"E, a distance of 98.74 feet; thence N30°00'26"E, a distance of 37.19 feet; thence N61°14'16"W, a distance of 11.24 feet to a point on the Easterly right-of-way line of the Chicago Burlington and Quincy Railroad; thence Northeasterly along said Easterly right-of-way line of the Chicago Burlington and Quincy Railroad on a curve to the left with a radius of 2882.19 feet, a distance of 10.00 feet, said curve having a long chord which bears N28°45'44"E, a distance of 10.00 feet; thence S61°14'16"E, a distance of 21.46 feet; thence S30°00'26"W, a distance of 47.23 feet; thence S29°13'10"W, a distance of 99.11 feet; thence S34°13'29"W, a distance of 202.98 feet; thence S34°46'49"W, a distance of 208.32 feet; thence S39°34'14"W, a distance of 123.77 feet to a point on said South line of Section 15; thence S89°42'51"W along said South line of Section 15, a distance of 13.03 feet to the point of beginning.

Said tract of land contains an area of 0.160 acres, more or less.


Robert Clark, LS-419


Double S Development

#93039
6/14/93

ELLIOTT & ASSOCIATES
5316 SOUTH 132ND STREET
OMAHA, NE 68137

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