

Return: CHICAGO CENTRAL + PACIFIC RR.

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% JOHN DUNAWAY

BOOK 2 PAGE 77

JAN 24 9 43 AM '94

P.O. BOX 1800

GEORGE J. HOLLANDZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

WATERLOO, IOWA 50704

FIBER OPTIC EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHICAGO CENTRAL & PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter referred to as "Grantor"), does hereby convey and quit claim (insofar as it may lawfully do so) unto IRON HORSE PROPERTIES, INC., a Delaware corporation (hereinafter referred to as "Grantee"), its successors and assigns, a non-exclusive, perpetual right and easement to construct, install, repair, maintain, replace, use and operate fiber optic cables and/or communications systems, including, without limitation, all components, support structures, repeater stations and related equipment and appurtenances for the transmission of fiber-optic communications, on, under, over and across the railroad trackage right-of-way (the "Right-of-Way") of Grantor located in Douglas County, Nebraska, more particularly described on Exhibit A attached hereto and by this reference made a part hereof, TOGETHER WITH the right of ingress to and egress from the Right-of-Way over, upon and across contiguous land owned by Grantor for the purpose of enabling Grantee to use and enjoy the benefits of the easement herein conveyed. In exercising its right of ingress and egress, Grantee shall, whenever practicable, use existing public streets, highways, roads or lanes. Grantee shall repair any physical damage (other than repairs necessitated due to normal wear and tear, which shall be the responsibility of Grantor) to the property of Grantor (including, without limitation, railroad tracks, beds and related equipment and appurtenances, turf, bushes, trees and other plantings) or the property of any licensee or other grantee of any interest in the property of Grantor, or pay any damages on account of physical injury to any such property of Grantor or such other parties, arising from or caused by the exercising of Grantee's rights under this easement.

Grantee shall not exercise any of its rights pursuant to this easement in a manner which would significantly interfere with or prevent Grantor's use of the Right-of-Way or such contiguous land for the purpose of conducting Grantor's interstate rail service operations. Grantor agrees not to build, erect or construct any obstruction, engineering works or other structure not intended for its railroad operations over, along or upon the Right-of-Way or such contiguous land, nor permit same to be done by others, which would otherwise interfere with Grantee's use of the easement herein conveyed to Grantee.

10285459

CASH 943 BK 2 R _____ FB 160000
TYPE Rail PG 77-80 C/O _____ COMP UP SCAN MB
FEE 2350 OF _____ LEGL PG 80 MC _____ FV _____

This grant of easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This instrument shall be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have executed this grant of easement as of the 21st day of JAN, 1994.

GRANTOR:

CHICAGO CENTRAL & PACIFIC RAILROAD COMPANY

By: Lyle D. Reed
Name: Lyle D. Reed
Title: President

GRANTEE:

IRON HORSE PROPERTIES, INC., a Delaware corporation

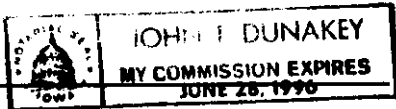
By: Greg H. Amys
Printed
Name: Greg H. Amys
Title: Vice President

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

The foregoing instrument was acknowledged before me this 21st day of January, 1994, by Lyle D. Reed, President of Chicago Central & Pacific Railroad Company, a Delaware corporation, on behalf of the corporation.

John T. Dunakey
Notary Public
Serial No. (if any) _____

My Commission Expires:

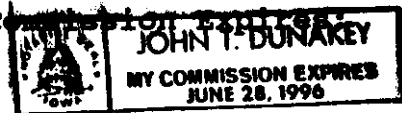


STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

The foregoing instrument was acknowledged before me this 21st day of January, 1994, by Greg L. Amys, Vice President, of Iron Horse Properties, Inc., a Delaware corporation, on behalf of the corporation.

John T. Dunakey
Notary Public
Serial No. (if any) _____

My Commission Expires:



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXHIBIT A

Legal Description

All that portion of the right-of-way and property of the Grantor's "Fort Dodge, Iowa to Omaha, Nebraska Line" that extends in a general westerly direction on, over and across a port of Douglas County, Nebraska, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as all of Grantor's property interest in the aforesaid main line right-of-way extending westerly from approximate Railroad Mile Post WA-514.32 to approximate Mile Post WA-515.62 on, over and across Section 7, Township 15 North, Range 14 East; and Sections 12 and 13, Township 15 North, Range 13 East; and in the aforesaid main line right-of-way extending southwesterly from approximate Railroad Mile Post WA-516.28 to approximate Railroad Mile Post WA-517.81 on, over and across Sections 11, 10 and 15, Township 15 North, Range 13 East; including outlying properties in the East 1/2 of Section 12, Township 15 North, Range 13 East; and Section 33, said Township 15 North, Range 13, East; all at East Omaha and Omaha, Nebraska.

All of the above property is shown by heavy black outline and hatched marks on the prints attached to the instrument recorded December 24, 1985, with the Register of Deeds for Douglas County, Nebraska, in Book 1770 at Page 526.

7-15-14 (Not Douglas Co.)
 ✓ 13-15-13 NW NW
 ✓ 12-15-13 SW SE, SE SE, SE SW, SW SW
 ✓ 10-15-13 SE SW
 ✓ 18-15-13 SE NE NE NE SE SE NE SE
 SW NE NE NE SW SE NW SE
 ✓ 11-15-13 SW SW
 ✓ 14-15-13 SW SW
 10285459 ✓ 33-15-13 → all

NE	NE	NE	NE
NW	NW	NW	NW
SE	SE	SE	SE
SW	SW	SW	SW