

No consideration passes - this instrument given to correct and more specifically locate that easement granted April 22, 1985 and recorded in Book 58 on Page 711 in the records of the Sarpy County Recorder's Office.

60-2140

CORRECTION EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

That CHICAGO PACIFIC CORPORATION, a Delaware corporation, (hereinafter referred to as "Grantor"), in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid, does hereby grant unto US SPRINT COMMUNICATIONS COMPANY (hereinafter referred to as "Grantee"), 2330 Johnson Drive, Shawnee Mission, Kansas 66205, a nonexclusive perpetual easement for a fiber optic communication system, in the County of Sarpy, State of Nebraska, described as follows and more specifically delineated on Exhibits "A-1" through "A-17", attached hereto and made a part of this document.

A ten foot wide non-exclusive easement for a fiber optics transmission cable along the former right-of-way of the Chicago, Rock Island and Pacific Railroad Company, the centerline of said easement generally described in a Southwesterly to Northeasterly fashion in Sarpy County, Nebraska as follows:

Beginning at the intersection of said easement centerline, also being a line 35 feet Southeasterly of and parallel to the centerline of the former right-of-way with the centerline of the Platte River, said river centerline also being the Southerly line of Sarpy County, Nebraska, said point of intersection being in the Northwest Quarter of Section 19, Township 12 North, Range 11 East of the Sixth Principal Meridian; thence in a general Northeasterly direction along said easement centerline through said Section 19 and Sections 18, 17, 16, 15, 10, 11, 2 and 1 all Township 12 North, Range 11 East; thence continuing in a general Northeasterly direction through Sections 31, 30, 29, 20, 17, 8, 9, 10, 3 and 2 all Township 13 North, Range 12 East; thence continuing in a general Northeasterly direction through Sections 35, 36 and 25 all Township 14 North, Range 12 East; thence continuing in a general Northeasterly direction through Sections 30, 31, 32, 29, 28, 21 and 16 all Township 14 North, Range 13 East to a point on the North line of said Section 16, said line also being the North line of Sarpy County, said point being on a line 5 feet Westerly of and parallel to the centerline of said former right-of-way.

Grantee's use of the property (herein described "premises") is made subject to the following terms and conditions which are deemed covenants and shall run with the land:

1. The fiber optic communication system shall include fiber optic cables, conduit, carrier pipe, poles, cables, fibers, repeaters, junctions, terminals, power sources, power supply access and attendant buildings, equipment, fixtures and appurtenances incidental to such use.

2. Grantee shall have access to the premises for the installation of the fiber optic cable and support devices, access to aerial or marine rights for fiber optic cable installation, and land for Grantee at locations approved by Grantor to construct equipment shelters, support structures and other facilities, as needed. Where applicable, the fiber optic cable shall be placed at a depth of not less than 5'6" below the base of the rails of the track or tracks where it passes under same and not less than 3' below the surface of the ground at any point on the premises except where rock makes placement at a depth of 3' impractical. At Grantee's option, the fiber optic cable may be attached to bridges or structures subject to Grantor's prior written consent which shall not be unreasonably withheld. The Easement is for the installation, inspection, maintenance, repair, reinstallation, replacement and use of fiber optic cables, support devices and buildings, and for reasonable access thereto. Any subsequent fiber optic communication system or cables which Grantee may install pursuant to its Easement Agreement with Grantor dated October 1, 1984, shall require the filing of additional Easement Grant(s), except for replacement cables or facilities required due to the failure or defect of a prior installed cable or facilities.

FILED FOR RECORD 6-29-87 12:03 PM 60-2140 114 50
2140 Sarpy County Recorder of Deeds, Sarpy County, NE
2140
Rec'd 11225 4

3. Should the construction, maintenance, operation or presence of said fiber optic communication system necessitate any change or alteration in the location or arrangement of any railroad facilities or appurtenances owned or possessed by Grantor, Grantor shall do or cause to be done any necessary changes or alterations necessary for railroad operating purposes only and Grantee agrees to pay to Grantor the cost of said changes or alterations, said cost to be mutually agreed to by the parties. Should it, for reasons of railroad safety or as a result of railroad operations, become necessary to repair or change the locations, elevation or method of construction of said fiber optic communication system or any part thereof, the Grantee shall do such work upon receipt of a written request to do so made upon it by the Grantor.

4. Grantor shall permit Grantee reasonable right of entry for the purpose of constructing, installing, replacing, repairing, inspecting, maintaining, reinstalling, and operating said fiber optic communication system, it being understood that Grantor may restrict the location of entry point or access on or over the premises.

5. Grantee shall have the right to mark the location of the fiber optic communication system by suitable markers set in the ground which shall not interfere with any reasonable use Grantor shall make of the premises.

6. Grantee shall pay the entire cost of constructing, installing, replacing, repairing, maintaining, reinstalling, and operating said fiber optic communication system. All of said work shall be done in a good and workmanlike manner and in accordance with the plans, specifications and profiles, specifically including date of commencement of work, to be prepared by Grantee and submitted for approval to Grantor; and, except in emergencies, until such approval is first had, and such approval shall not be unreasonably withheld, said work upon Grantor's premises shall not be commenced by Grantee. Grantor reserves the right to have a representative present, but in no way waives any rights under this Easement Grant by failing to have said representative present.

7. Grantor shall have the right to retain existing tracks and other improvements at the location of the premises and also shall have the right at any and all times in the future to construct, maintain and operate over said premises such additional track, tracks and other railroad related improvements as it may from time to time elect. Nothing shall be done or suffered to be done by Grantee that will in any manner impair the usefulness or safety of the existing tracks and other railroad related improvements of the Grantor, or of such track, tracks and other railroad related improvements as Grantor may construct in the future upon the premises. Grantor reserves the right to fully enjoy and use said premises, including the exclusive right to grant future easements within the above described premises, except as may be inconsistent with or interfere with the rights and privileges herein granted to Grantee.

8. Grantee agrees that before and during the construction, installation, replacement, repair, maintenance, reinstallation, or operation of said fiber optic communication system, or at any other time, Grantor shall have the right to provide such safe and temporary structures as it may deem necessary for safely caring for and preserving its tracks, buildings or other railroad related improvements, and Grantee agrees to pay to Grantor the cost, to be mutually agreed to by the parties, of putting in and removing such temporary structures and of restoring the property of Grantor substantially to the same condition in which it was before the commencement of the work.

9. Grantee agrees that if, at any time, Grantor shall change for railroad operating purposes only the location or grade of Grantor's tracks at any point of crossing or at any point along a parallel course with said fiber optic communication system or shall desire to use the premises at said point or parallel course for any railroad operating purpose, Grantee, at its own expense, shall make all changes in the fiber optic communication system required by Grantor. If Grantee within a period of 30 days after receiving written notice from Grantor shall fail, neglect or refuse to respond and agree to make said changes, then Grantor may forthwith make such changes at Grantee's expense.

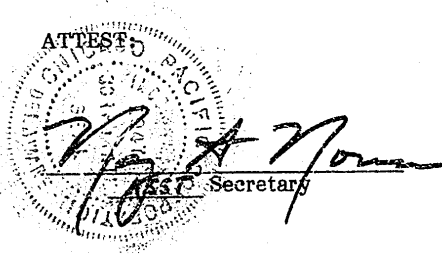
10. Grantee shall at all times construct, install, replace, repair, maintain, reinstall, and operate said fiber optic communication system in a secure and safe condition and in accordance with all applicable laws, ordinances, rules and regulations. If the manner of constructing, installing, replacing, repairing, maintaining, reinstalling, or operating said fiber optic communication system shall at any time be in violation of any applicable law, rule, regulation or ordinance, then Grantee shall at no cost or expense to Grantor, upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction in the premises, make such changes or repairs as shall be necessary.

11. Grantee shall indemnify and save harmless Grantor, and its officers, employees, and agents, from and against all claims, losses, demands and causes of action, including attorneys' fees, court costs and/or judgments arising in favor of any person or other legal entity (including Grantee or its employees, agents, invitees, contractors, tenants or licensees) which are caused by, or arise directly or indirectly from the construction, use and operation of said fiber optic communication system or the grant of this easement, unless caused by the negligence or willful acts of Grantor, its officers, employees or agents.

12. Notwithstanding anything to the contrary herein, the Grantor shall in no event incur liability to Grantee for the failure of or defect in Grantor's title or estate in the premises.

13. The grants, covenants and stipulations hereof shall extend to and be binding upon the respective successors and permitted assignees of the parties hereto as allowed in the October 1, 1984, Easement Agreement between the parties.

IN WITNESS WHEREOF, this instrument is executed by Grantor this 22nd day of May, 1987.



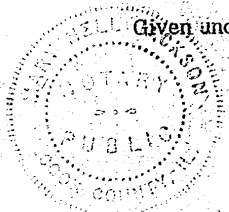
CHICAGO PACIFIC CORPORATION

By: [Signature]
Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that A. Steven Crown personally known to me to be the Vice President of CHICAGO PACIFIC CORPORATION, a Delaware corporation, and Nancy A. Norman personally known to me to be the Asst. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President and Asst. Secretary they signed and delivered the said instrument as Vice President and Asst. Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and seal this 22nd day of May, 1987.

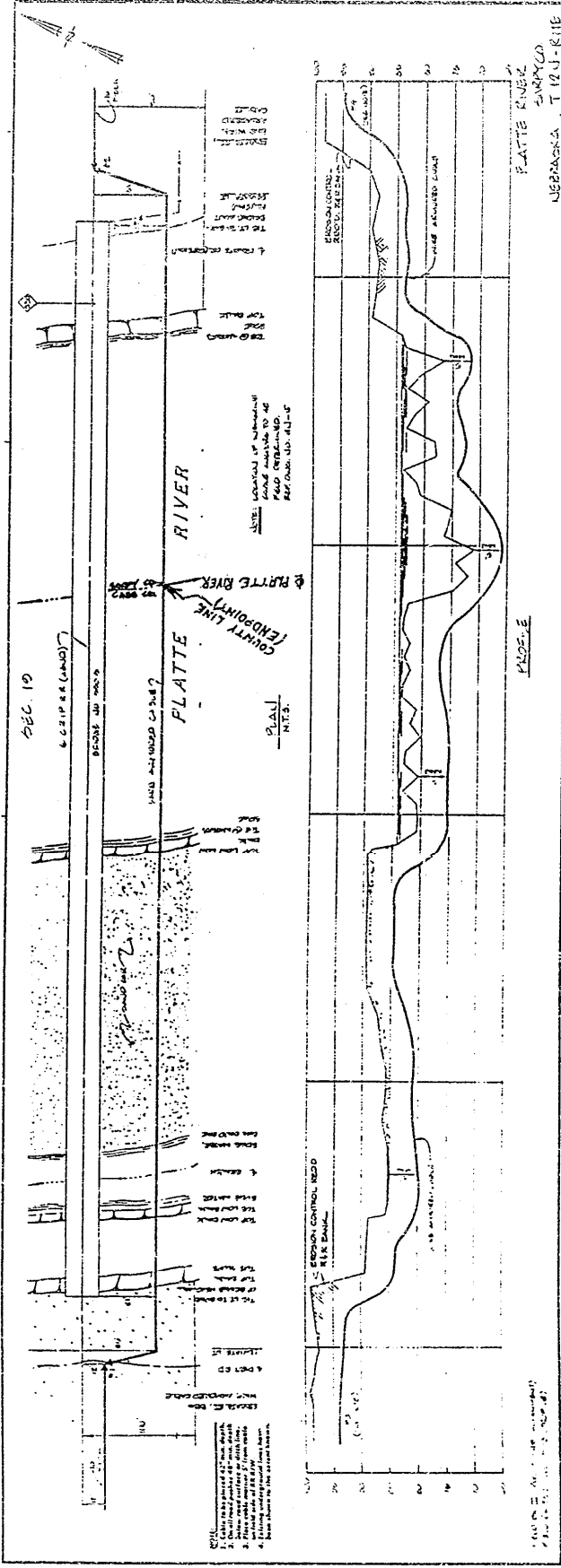


[Signature]
Notary Public

My commission expires: November 1, 1987

mj

60-01303



PLACING DETAIL
CABLE

MISCELLANEOUS

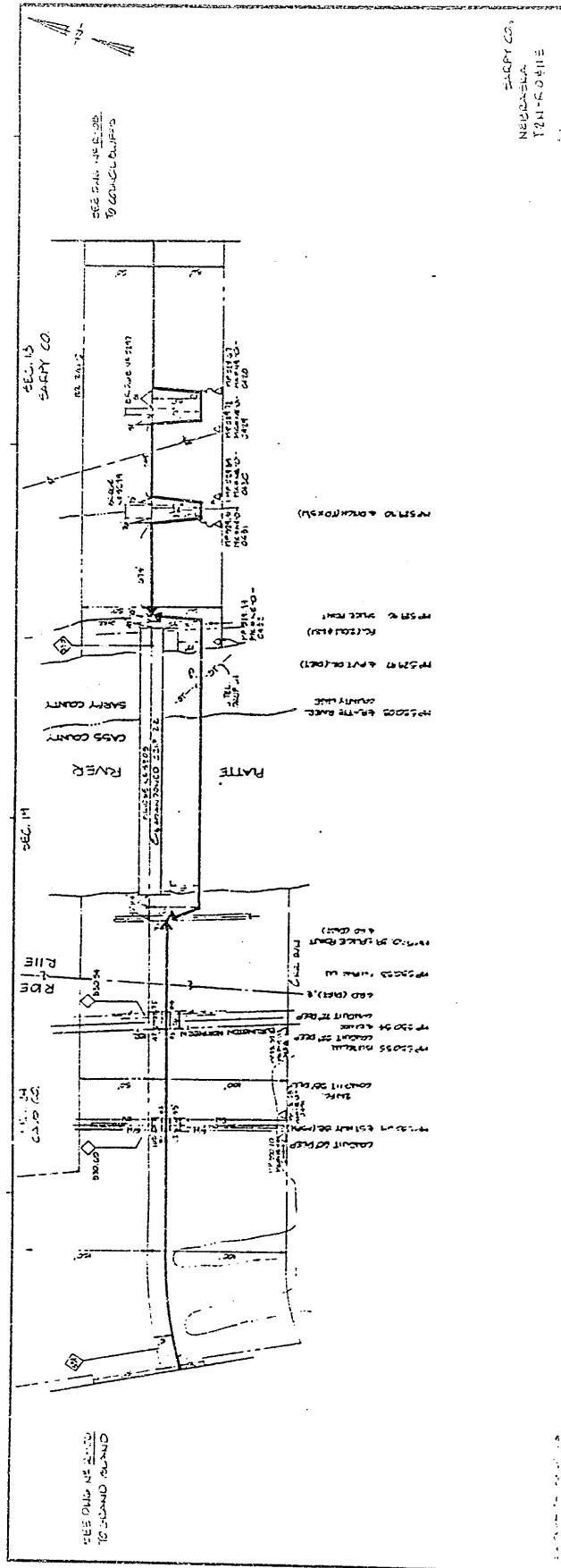
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APPROVED	...
DATE	...
REVISION	...
DATE	...

FLATTE RIVER
FLATTE RIVER
FLATTE RIVER

US BRASS T 101-R11E

Chicago Pacific



SEE PLAN HERE TO
TO CONDUIT PLACING

SAGBY CO.
NEEDS-SUB
TENT-CORNE

EXHIBIT "A-2"
12/18/86

Chicago Pacific

US Telecom
GRAND ISLAND TO CONCORD RUTS

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MISCELLANEOUS
DATE
BY

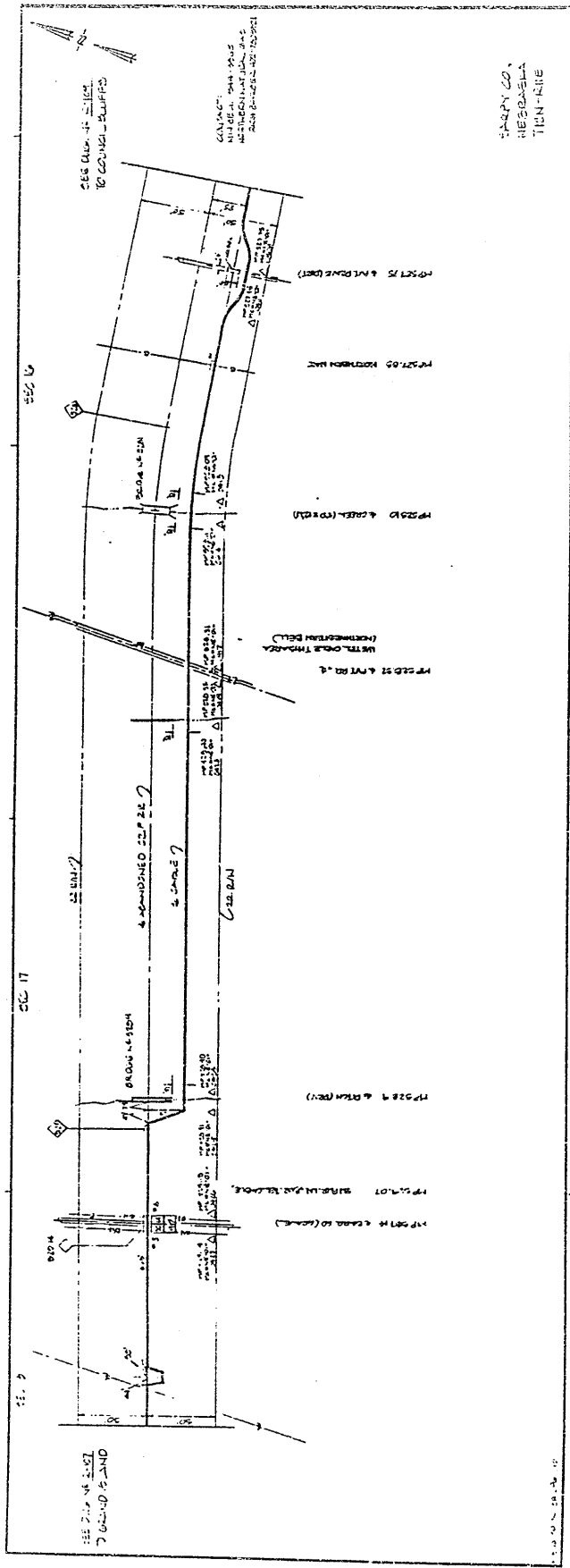
MARKERS

PLACING DETAIL
CABLE

CONDUIT

DATE
BY

10-17



PLACING DETAIL
 CABLE
 CONDUIT
 3" x 3" x 3"

MARKERS
 MISCELLANEOUS

US TRAINING

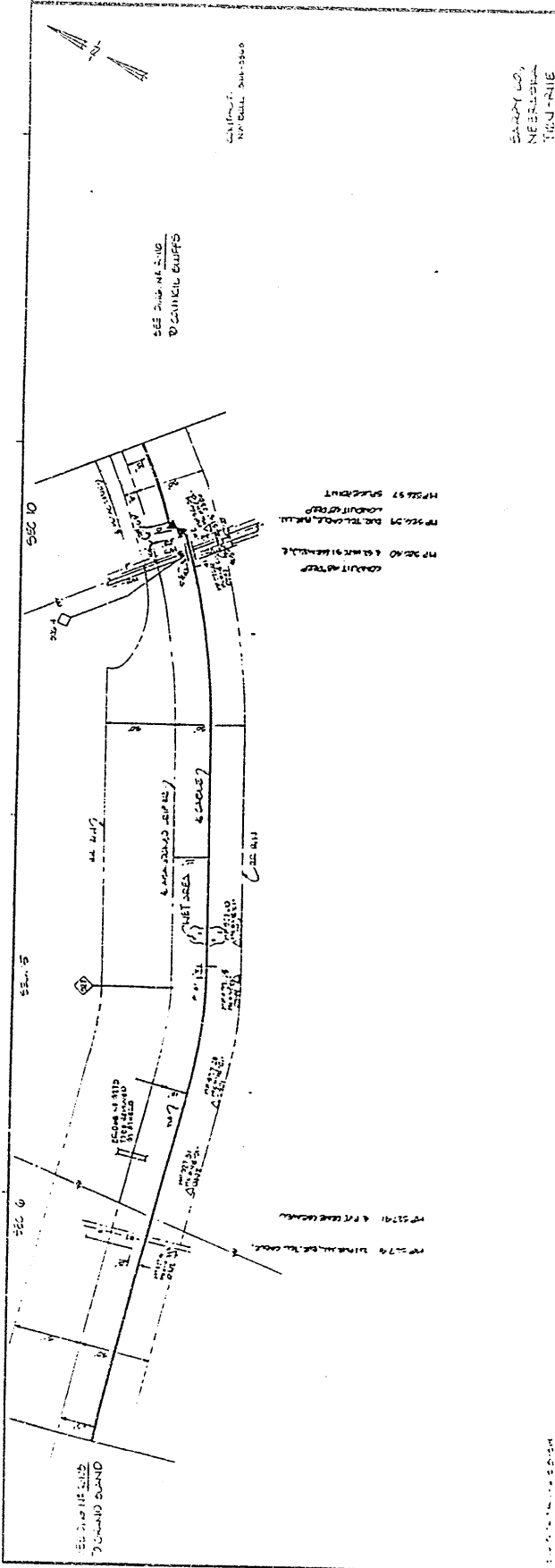
GRAND ISLAND TO SOUND BUOYS

NO.	DATE	BY
1118	8-29-82	W. H. H. / J. H. H.
1119	8-29-82	W. H. H. / J. H. H.
1120	8-29-82	W. H. H. / J. H. H.
1121	8-29-82	W. H. H. / J. H. H.
1122	8-29-82	W. H. H. / J. H. H.
1123	8-29-82	W. H. H. / J. H. H.
1124	8-29-82	W. H. H. / J. H. H.
1125	8-29-82	W. H. H. / J. H. H.
1126	8-29-82	W. H. H. / J. H. H.
1127	8-29-82	W. H. H. / J. H. H.
1128	8-29-82	W. H. H. / J. H. H.
1129	8-29-82	W. H. H. / J. H. H.
1130	8-29-82	W. H. H. / J. H. H.

EXHIBIT "A-3"
 5/12/87

Chicago Pacific

COPY TO
 HESBOM
 TEN-FIVE



CONDUIT
 NP BULL. 244-1249

SEE DRAWING
 OF CABLE BUFFS

EXHIBIT "A-4"
 5/12/87

US Telecom

QUANTITY TO COMPLETION

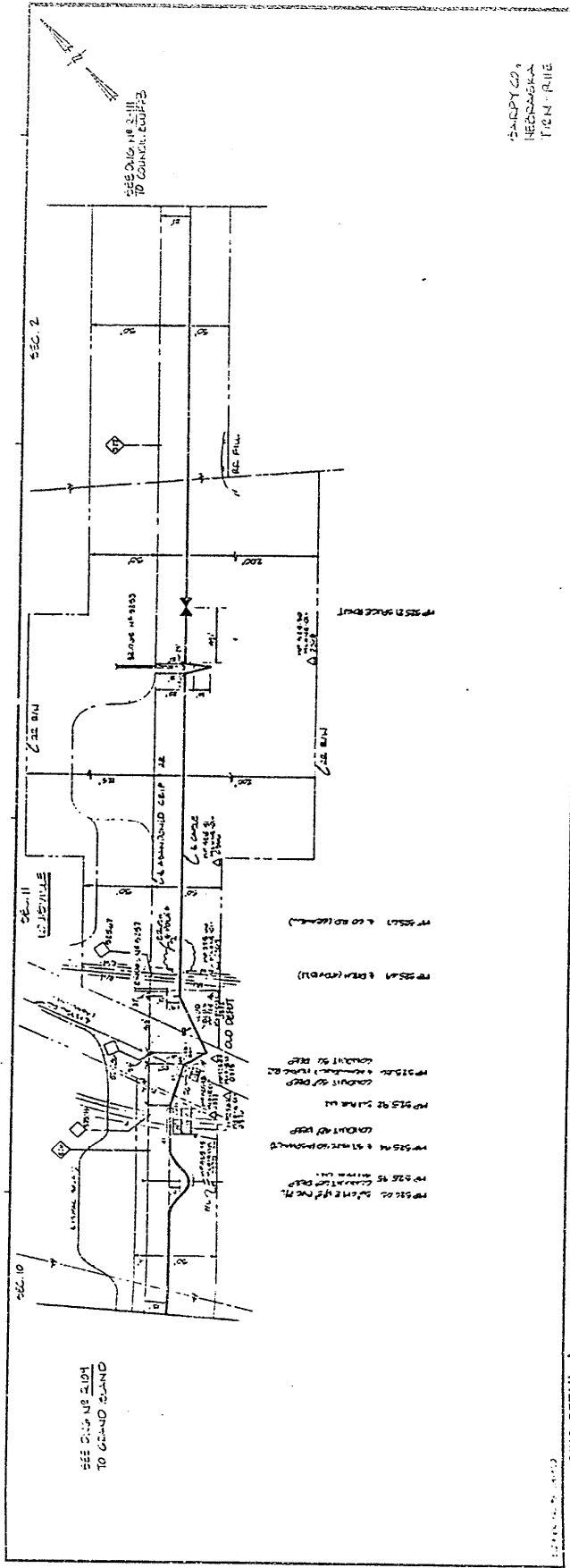
ITEM NO.	DESCRIPTION	QTY	UNIT
1	CONDUIT	1	LF
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MARKERS	MISCELLANEOUS

PLACING DETAIL
CABLE
CONDUIT
1" x 1" x 10' OF

Chicago Pacific

50-410 3



SADY CO,
ENGINEERS
TIGON - R.I.E.

Chicago Pacific

EXHIBIT "A-5"
5/12/87

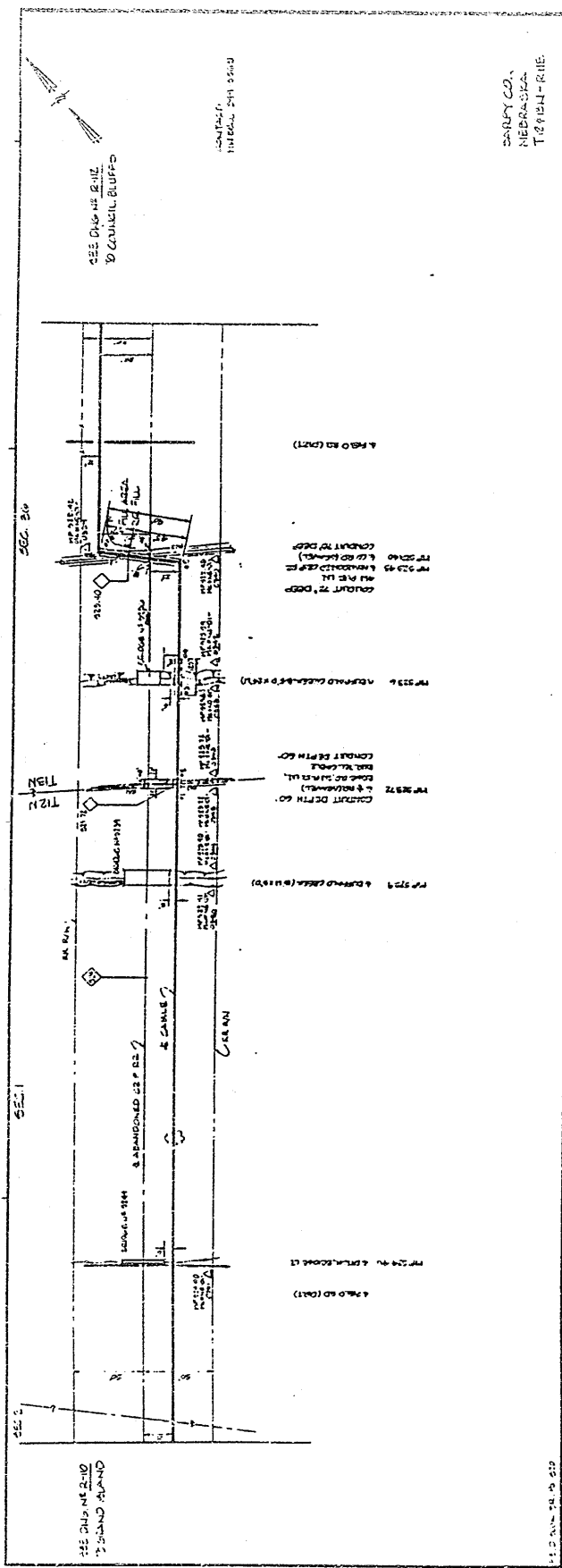
US Telecom

GRAND ISLAND TO COUNCIL HOUSES	
DATE	DATE
BY	BY
FOR USE BY	DATE
APPROVED BY	DATE
AUTHORIZED BY	DATE

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PLACING DETAIL	
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CONDUIT	

SEE PLAN NO 2-101
TO GRAND ISLAND



PLACING DETAIL

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TYPE	
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BY	

CONDUIT

TYPE	
DATE	
BY	

MARKERS

US Telecom

ORDER INLAND TO CONDUIT BLUFFS

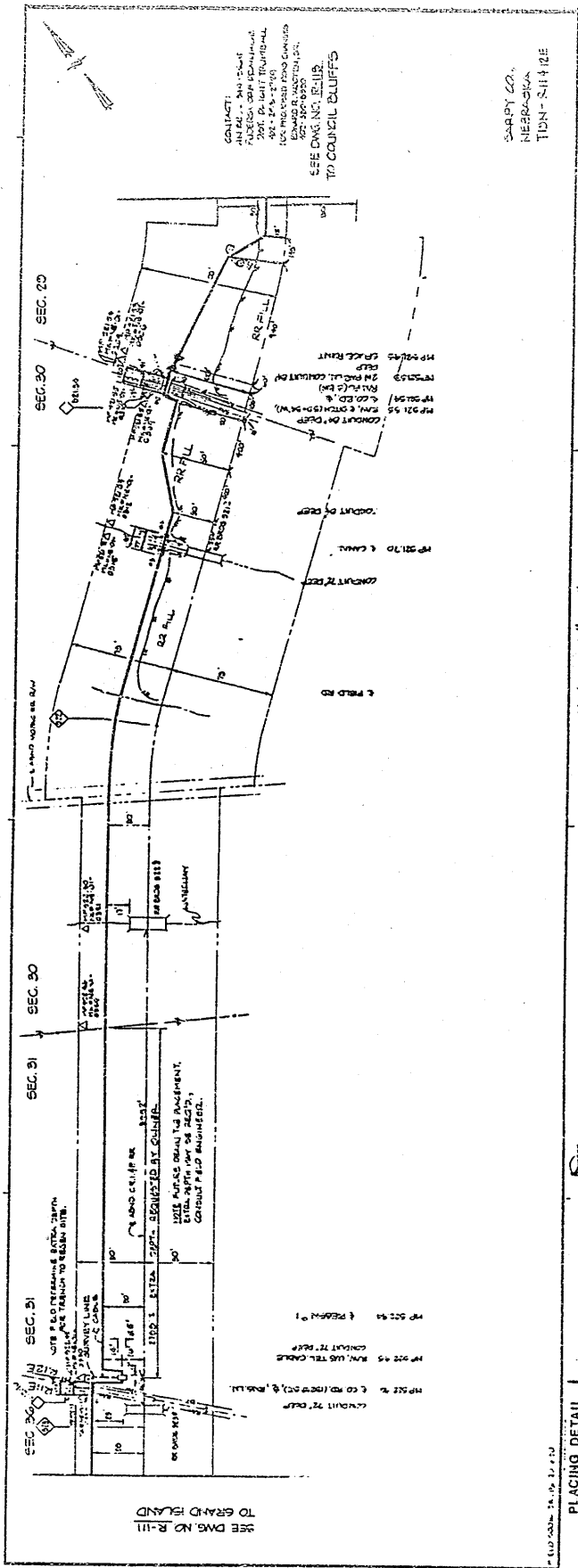
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CONTRACT NO.	
ORDER NO.	
BY	
DATE	

EXHIBIT "A-6"
5/12/87

SANDY CO.
NEBRASKA
TERRILL-RHE

Chicago Pacific

100-1000



CONTRACT: ...
 SEE DWG. NO. R-111
 TO COUNCIL BLUFFS

SABBY CO.
 NEENAH-WISCONSIN
 TOWN-SHARE

EXHIBIT "A-7"
 5/12/87

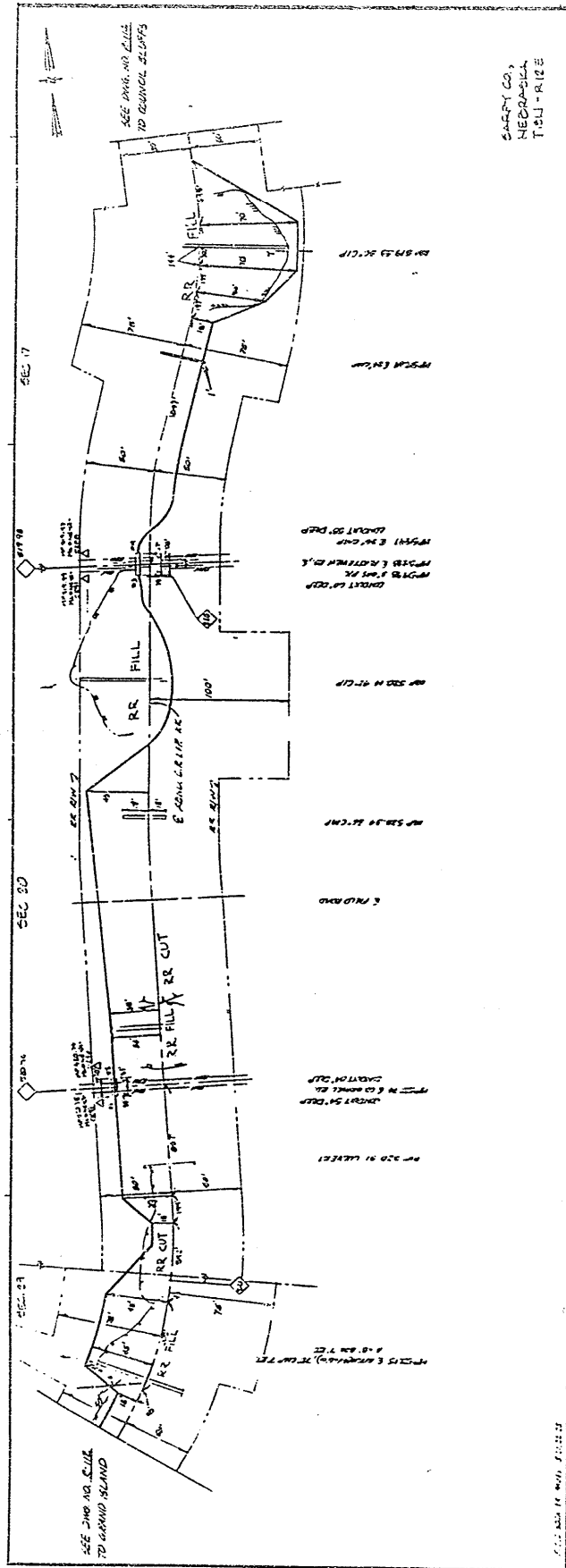
Chicago Pacific

US Telecom

ORDER NO.	DATE
PROJECT NO.	DATE
REVISED BY	DATE
APPROVED BY	DATE
DESIGNED BY	DATE

PLACING DETAIL
CABLE
CONDUIT
2" x 1/2" x 1/2"
2" x 3/4" x 1/2"
2" x 1" x 1/2"

TO GRAND ISLAND
 SEE DWG. NO. R-111



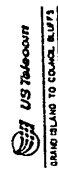
SARBY CO.
 MECHANICAL
 T.OLI-RICE

EXHIBIT "A-8"
 5/2/87

Chicago Pacific

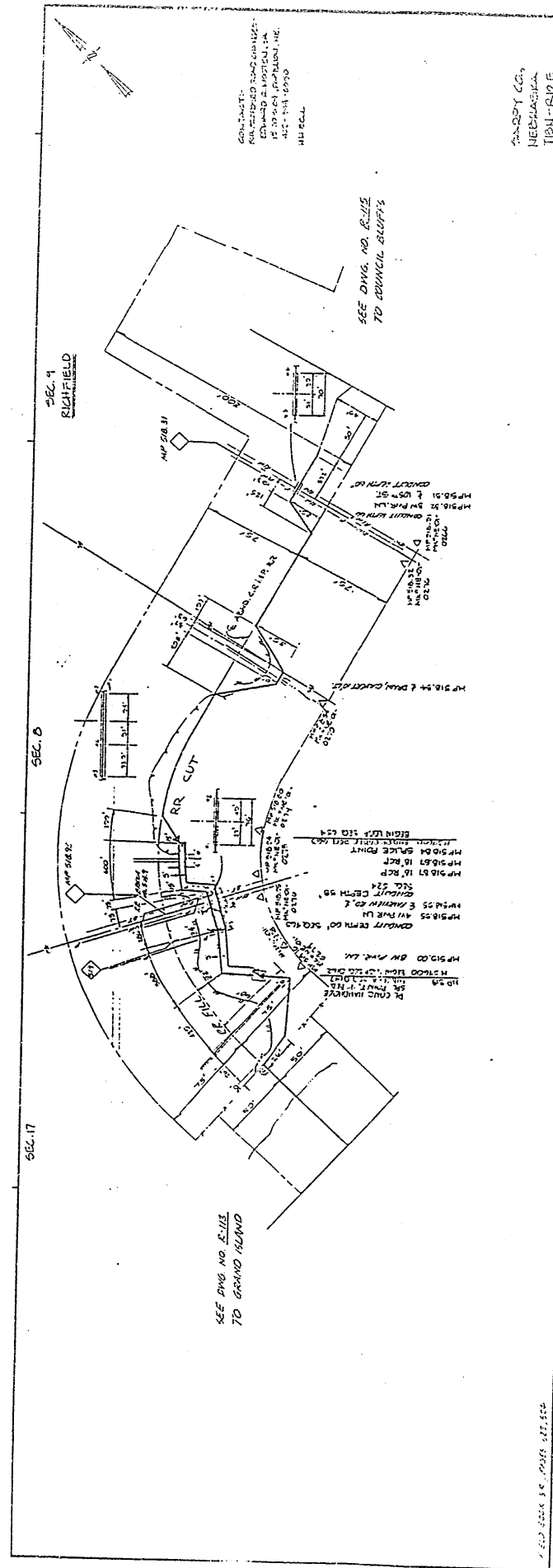
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PLACING DETAIL
CABLE
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1-2 30'-4'-0"
3-4 100'-4'-0"



GRAND ISLAND TO GRAND ISLAND	
NO.	1
DATE	5/2/87
BY	J.H.
APPROVED BY	J.H.
DATE	
NOTED BY	
DATE	

600116



SEE DWG NO. E-112
TO GRAND ISLAND

SEE DWG. NO. E-112
TO COUNCIL BLUFFS

CONTACT:
RICHFIELD ROAD COMPANY
12300 S. WYOMING ST.
CHICAGO, ILLINOIS, ILL.
407-374-6930
HP 824

SARBY CO.
NEBRASKA
T8N1-R12E

EXHIBIT "A-9"
5/15/87

Chicago Pacific

US Telecom

GRAND ISLAND TO COUNCIL BLUFFS

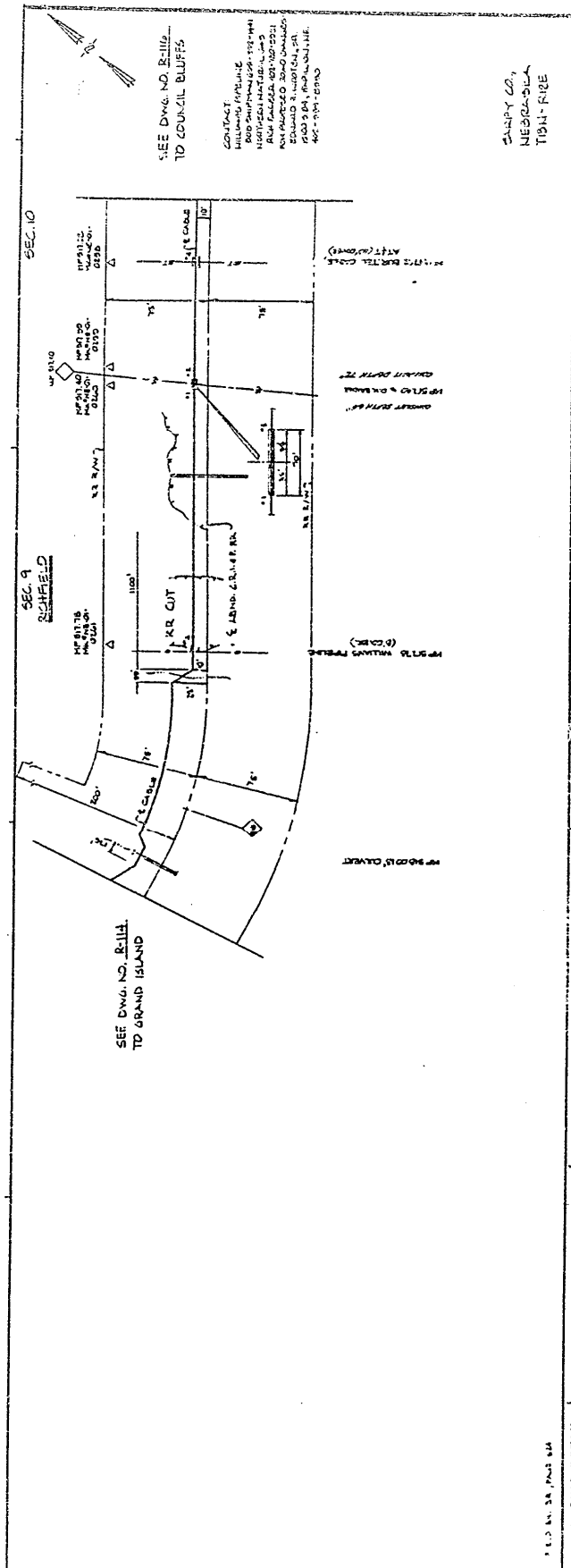
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REVISION	#1 9-20-86 CA REPLACED

PLACING DETAIL

CABLE	
CONDUIT	2" PVC
	3" PVC
	4" PVC
	6" PVC
	8" PVC
	10" PVC
	12" PVC
	14" PVC
	16" PVC
	18" PVC
	20" PVC
	22" PVC
	24" PVC
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	28" PVC
	30" PVC
	32" PVC
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	90" PVC
	92" PVC
	94" PVC
	96" PVC
	98" PVC
	100" PVC



1:250 Scale

PLACING DETAIL

CABLE
CONDUIT
12" x 4" RCP

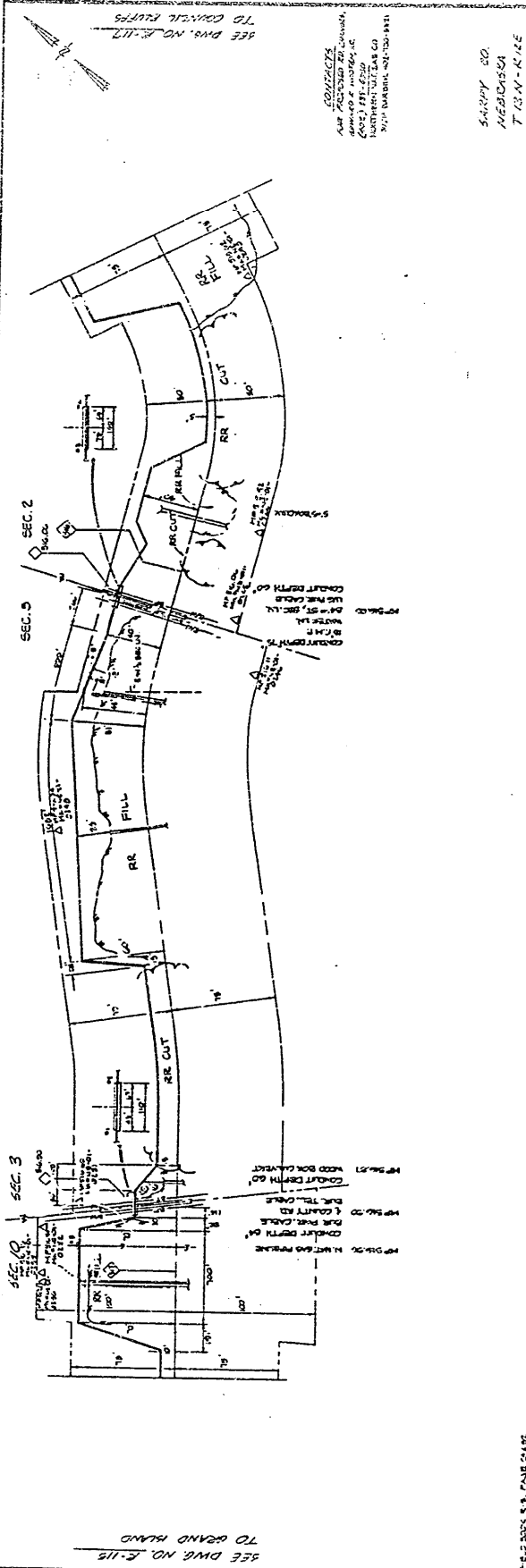
MARKERS

MISCELLANEOUS
3" PIPES
4 3" DIA. V. TRIP (CP)

US TALENT	
GRAND ISLAND TO COUNCIL BLUFFS	
DATE	5/12/87
BY	
CHECKED BY	
APPROVED BY	
SCALE	1:250

EXHIBIT "H-10"
5/12/87

Chicago Pacific



CONTRACTS
AND PROVISIONS TO STANDARD
SPECIFICATIONS FOR CONSTRUCTION
OF RAILROADS AND CANALS
NORTHWEST TERRITORY
1870-1881

SARPY CO
NEBASKA
T 13 N - R 1 E

EXHIBIT "A-11"
5/12/07

Chicago Pacific

US RECONSTRUCTION

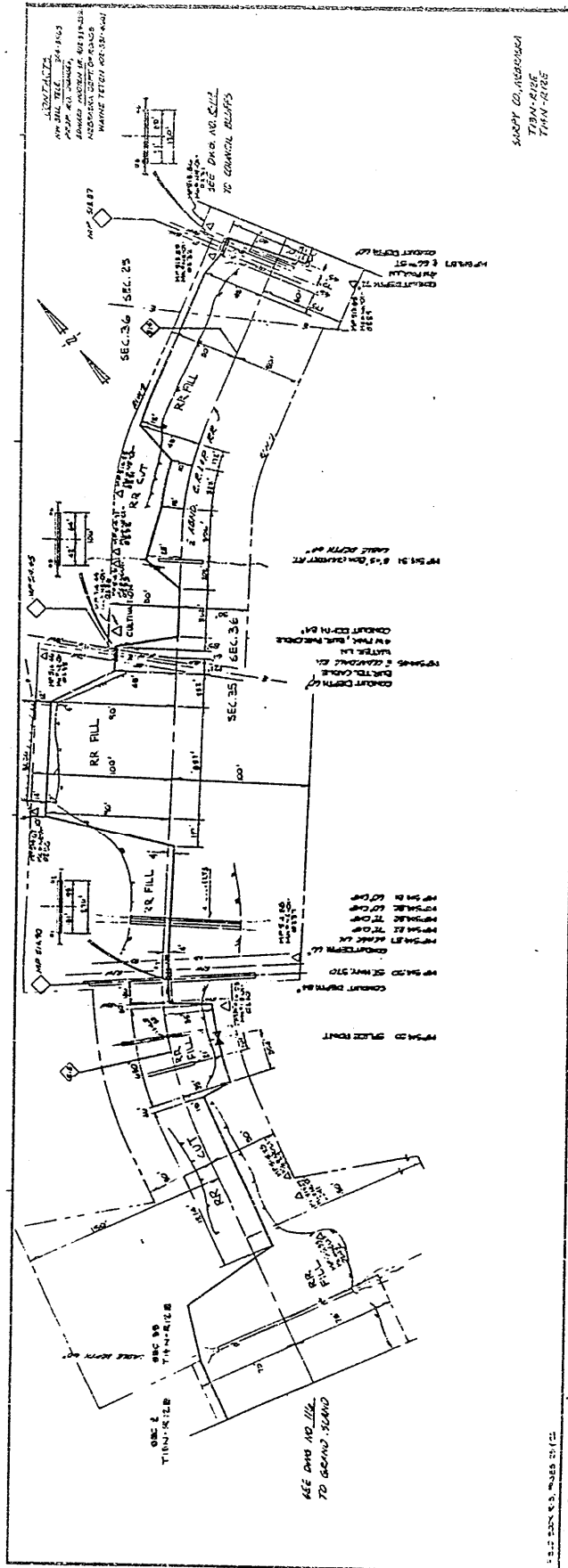
NO.	1
DATE	5/12/07
BY	J.P.
FOR	CHICAGO PACIFIC
APPROVED BY	
DATE	
REVISION	
DATE	

MISCELLANEOUS
CUT'S PLANK

MARKERS

PLACING DETAIL
CABLE
CONDUIT
1" x 100' x 10"
2" x 100' x 10"

1-2-5500 R.S. PLANK 2x10"

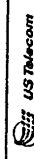


SHIPPY CO. ALABAMA
TWIN-RISE
TWIN-RISE

Chicago Pacific

EXHIBIT "A-12"

5/12/87



DATE	5/12/87
BY	...
FOR	...
PROJECT	...
DESCRIPTION	...
REVISIONS	...
APPROVED BY	...
DATE	...

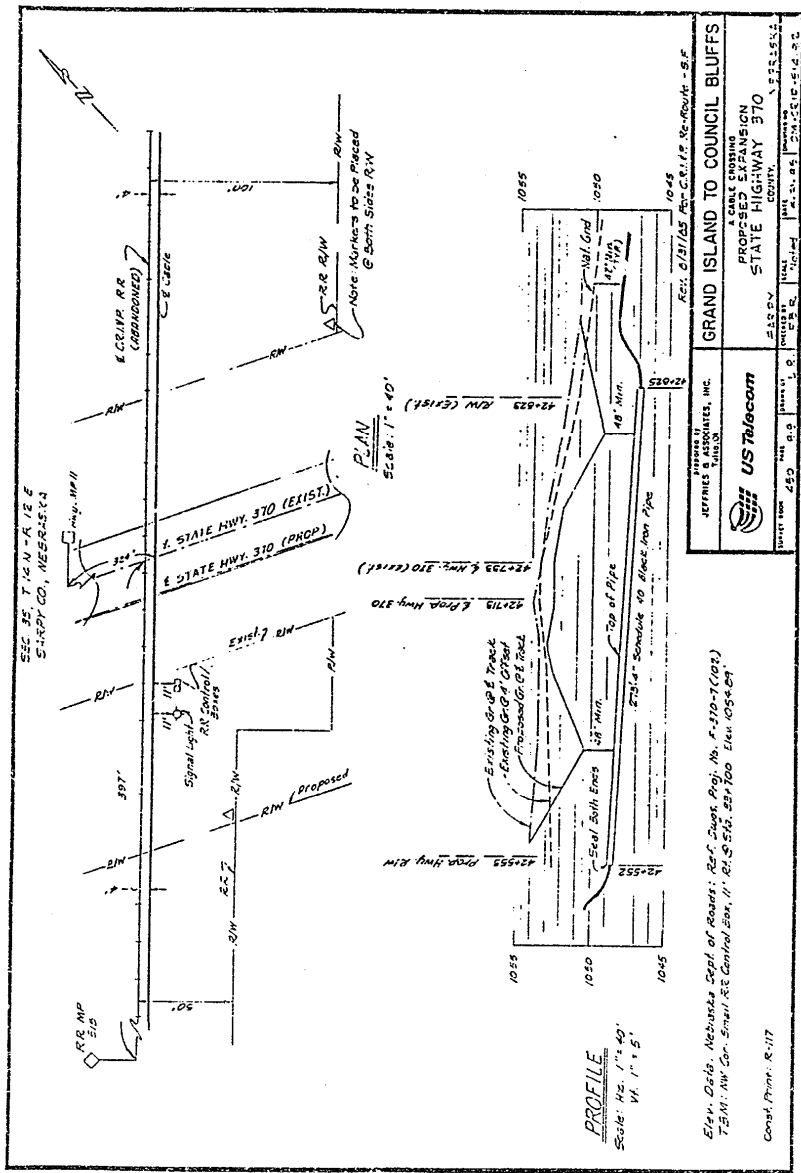
MARKERS	...
MISCELLANEOUS	...

CONDUIT	...
CABLE	...

PLACING DETAIL	...
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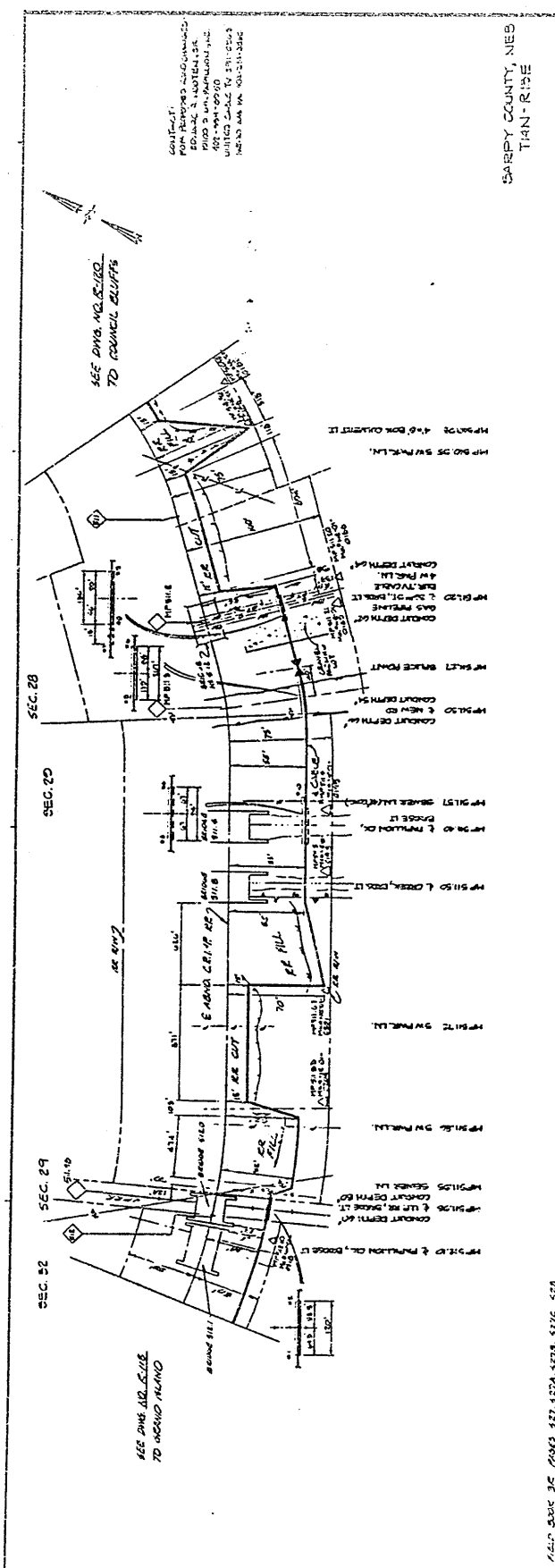
600-2110 0

PLACING DETAIL	
US TeleCom	US TeleCom
GRAND ISLAND	COUNCIL BLUFFS
NO	NO
EST. NO. 233102	NO. 233102
REGION	REGION
DATE	DATE
DESIGNED BY	DESIGNED BY
CHECKED BY	CHECKED BY
APPROVED BY	APPROVED BY
POSTED BY	POSTED BY



Chicago Pacific

60-2-110



CONTRACT
FOR RENTERS AND OWNERS
OF THE BUILDING
400 N. LA SALLE
CHICAGO, ILL.
UNLESS OTHERWISE
NOTED ALL WORK SHALL BE
IN ACCORDANCE WITH THE
CITY OF CHICAGO

SARBY COUNTY, ILL.
TIAN - R 13E

SEE DIMS. AND NOTES
TO COUNCIL BLUFFS

SEE DIMS. AND NOTES
TO GRAND ALAMO

EXHIBIT "A-15"

5/11/87

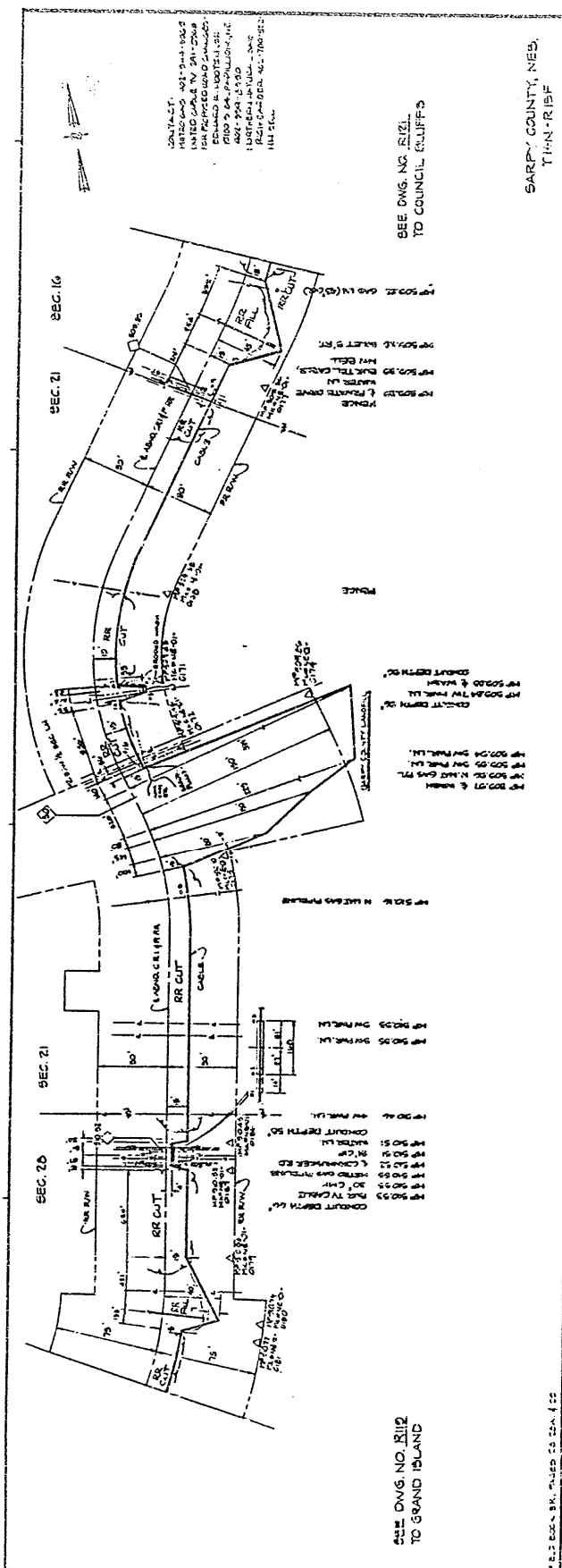
Chicago Pacific

US Telecom	
CHICAGO ILLINOIS TO COUNCIL BLUFFS	
DATE	5/11/87
BY	...
CHECKED BY	...
APPROVED BY	...
DATE	...
PROJECT	...

MARKERS
MISCELLANEOUS
CON'D TO PLANS

PLACING DETAIL
CABLE
CONDUIT
1" x 1/2" 1/2" DIP
1" x 1/2" 1/2" DIP
1" x 1/2" 1/2" DIP
1" x 1/2" 1/2" DIP
1" x 1/2" 1/2" DIP

100-101-1000



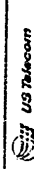
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SEE DWG. NO. R112
 TO GRAND ISLAND

SARPY COUNTY, NEB.
 TOWN OF RISE

EXHIBIT "A-16"
 5/12/87

Chicago Pacific



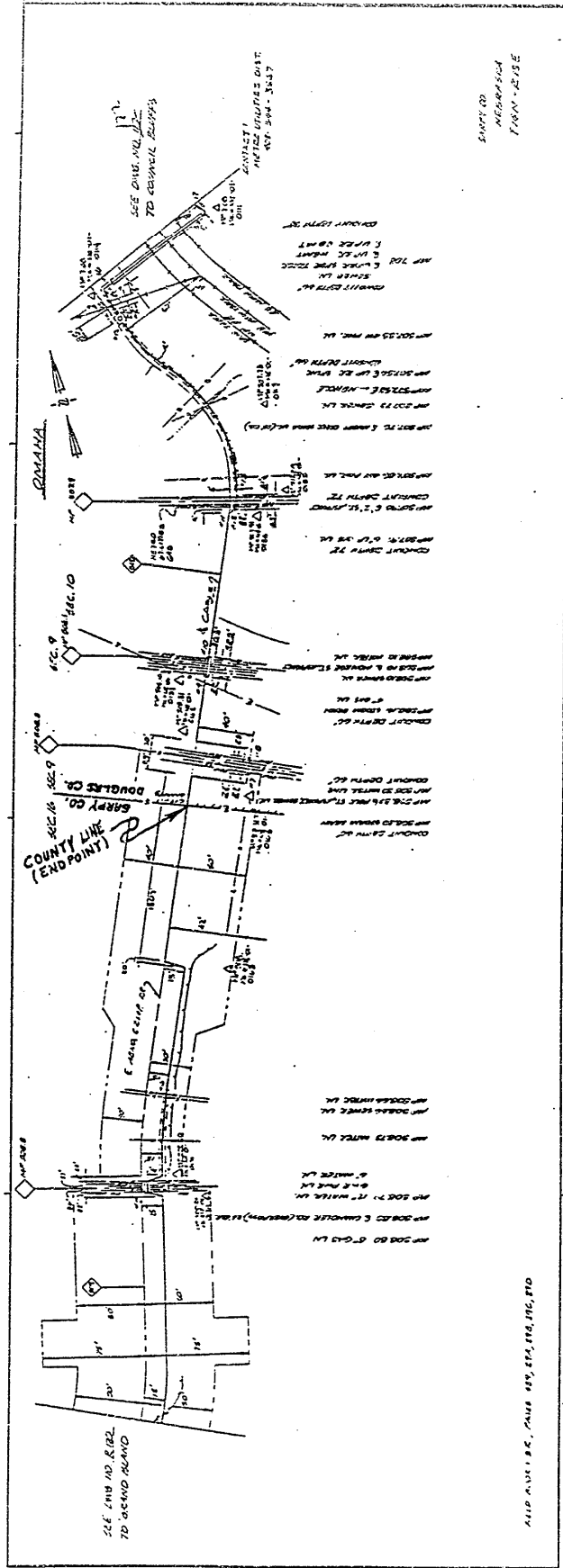
GRAND ISLAND TO COUNCIL BLUFFS	
NO.	100
DATE	5/12/87
BY	W. J. ...
FOR	CHIEF ENGINEER
PROJECT	GRAND ISLAND TO COUNCIL BLUFFS
SCALE	AS SHOWN

MARKERS	
MISCELLANEOUS	
CON	10

PLACING DETAIL	
CABLE	
CONDUIT	
CON	10
1-1/2"	4" OC
2-1/2"	4" OC
3-1/2"	4" OC
4-1/2"	4" OC
5-1/2"	4" OC

SEE DWG. NO. R112
 TO GRAND ISLAND

5 CHIC-09

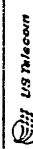


EMPTY CO
MICHIGAN
TOWN - 21.5E

EXHIBIT "A-17"

5/12/87

Chicago Pacific



WIND BLENDS TO CONDUIT BUILT

DATE	5/12/87		
BY	W		
FOR	CHICAGO PACIFIC		
PROJECT	CHICAGO PACIFIC		
SCALE	AS SHOWN		
REVISIONS			
NO.	DATE	BY	DESCRIPTION
1			

MARKERS

MISCELLANEOUS	AS AVAILABLE
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PLACING DETAIL

CABLE	
CONDUIT	
3/4" DIA. PVC	
1/2" DIA. PVC	
1/4" DIA. PVC	
1/8" DIA. PVC	
1/16" DIA. PVC	
1/32" DIA. PVC	
1/64" DIA. PVC	

ALSO SEE S.E., PAGE 45, 56, 57, 58, 59, 60