

No consideration passes - this instrument given to correct a scrivener's error in that easement recorded in Book 60 of Page 2140 and Pages 2140-A through 2140-S, which in turn, corrected and more specifically located that easement recorded in Book 58 at Page 711, all in records of Sarpy County, Nebraska.

60-3131

AMENDED 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.

\$ 115.00

FILED FOR RECORD 10-19-87 11:23 AM IN BOOK 60 OF PAGE 351
Dorothy Dowling
REGISTER OF DEEDS, SARPY COUNTY, NE

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 Section 36 Township 13 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.

✓

Rec'd 17339 ✓

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.

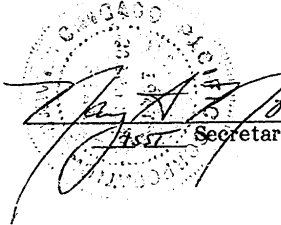
12. Notwithstanding anything to the contrary herein, the Grantor shall in no event incur liability to Grantee for the failure of or defect in Grantor's title or estate in the premises.

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 29th day of September, 1987.

ATTEST:

CHICAGO PACIFIC CORPORATION

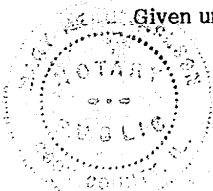

[Signature]
Secretary

By: E. J. Harrison
Executive 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 E. J. Harrison personally known to me to be the Exec. 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 Exec. Vice President and Asst. Secretary they signed and delivered the said instrument as Exec. 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 29th day of September, 1987.



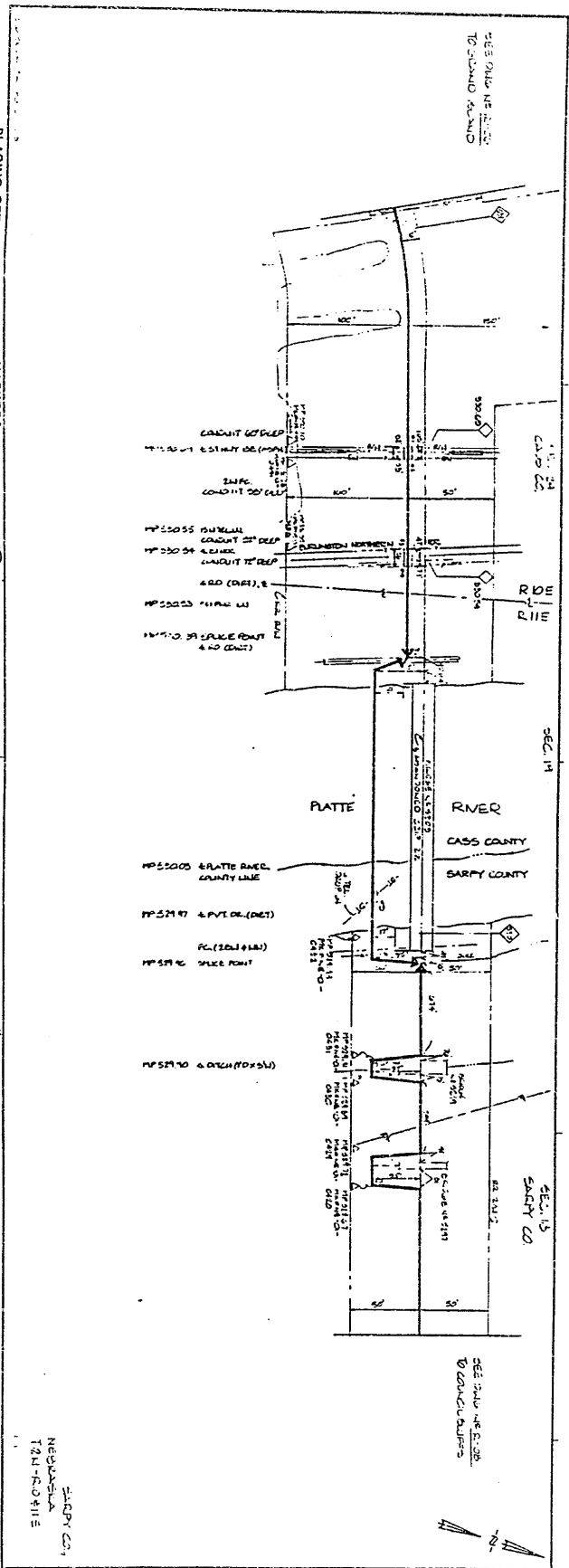
Mary Nell Jackson
Notary Public

My commission expires: November 1, 1987

mj

POOR COPY FILED

3131 D



PLACING DETAIL
CABLE

CONDUIT

MARKERS

MISCELLANEOUS

US Telecom

GRAND ISLAND TO CONDUIT DEEP

DATE	12/18/84
BY	[Signature]
FOR	AT&T
PROJECT	121-100-1000
APPROVED BY	[Signature]
DATE	12/18/84
BY	[Signature]
FOR	AT&T
PROJECT	121-100-1000

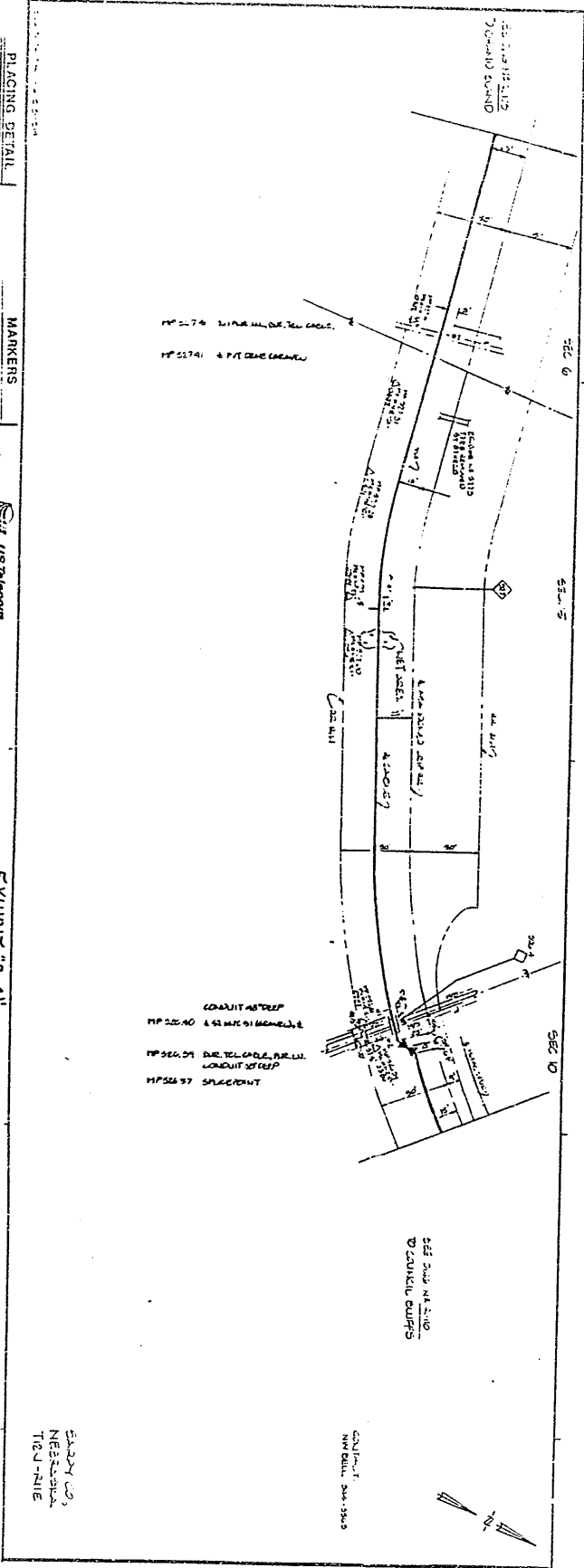
EXHIBIT "A-2"
12/18/84

Chicago Pacific

SARPY CO,
NEBRASKA
121-100-1000

POOR COPY FILED

60-31319



PLACING DETAIL
CABLE
CONDUIT

MARKERS
MISCELLANEOUS

US Telephone

MANUALS TO CODES BY ITS

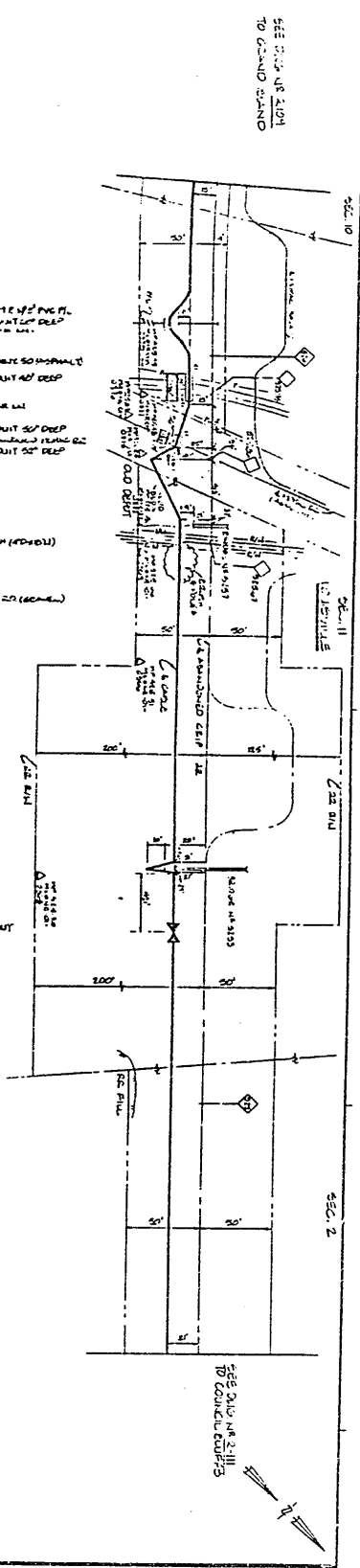
TIME	1972	1972	1972
DATE	1/1/72	1/1/72	1/1/72
TIME	1972	1972	1972
DATE	1/1/72	1/1/72	1/1/72
TIME	1972	1972	1972
DATE	1/1/72	1/1/72	1/1/72
TIME	1972	1972	1972
DATE	1/1/72	1/1/72	1/1/72
TIME	1972	1972	1972
DATE	1/1/72	1/1/72	1/1/72

EXHIBIT "A-4"
5/12/87

Chicago Pacific

5/12/87
NEE:SSB
T.C.J.-MIE

100-31316



PLACING DETAIL

CABLE	
CONDUIT	

MARKERS

--	--

MISCELLANEOUS

US TELECOM	
GRAND ISLAND TO CONDUIT R/W'S	
DATE	5/12/87
BY	
CHKD BY	
APP'D BY	
SCALE	
DATE	

EXHIBIT "H-5"
5/12/87

Chicago Pacific

SADPT CO.
NEBRASKA
TOWN - RAIL

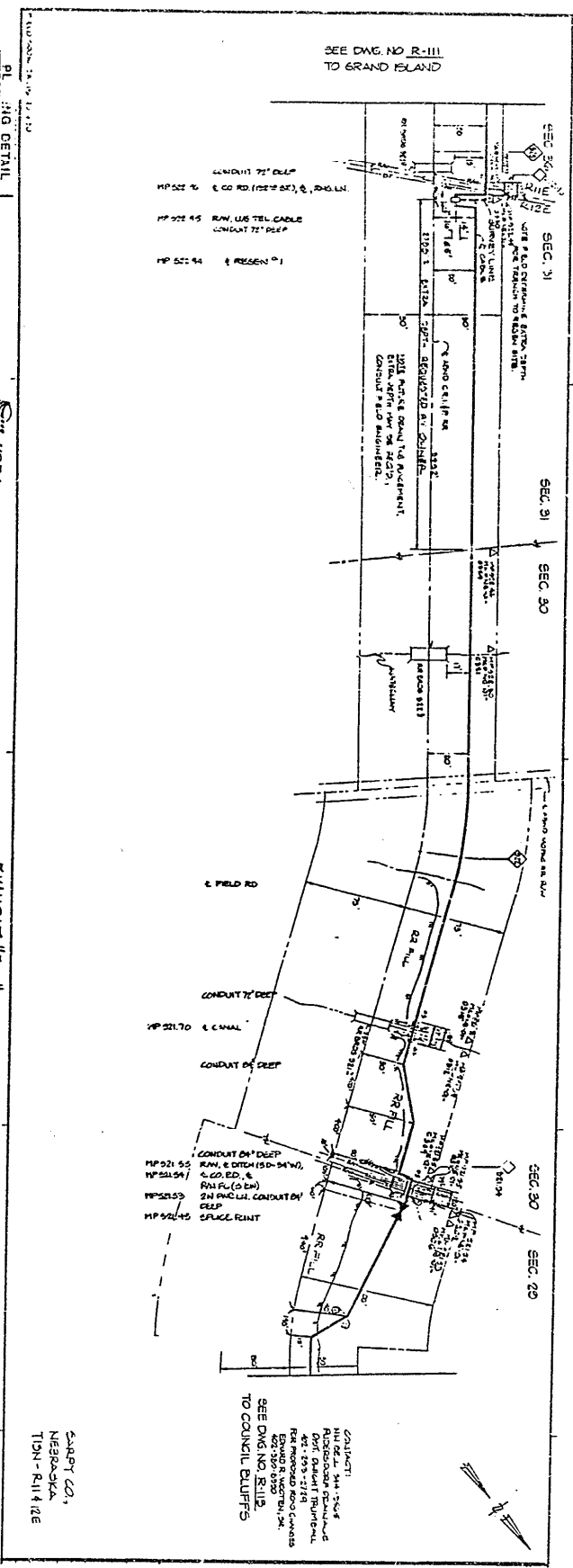
PL	FIG. DETAIL
CABLE	
CONDUIT	

US TELEPHONE	
GRAND ISLAND TO COUNCIL BLUFFS	
NO.	3112
ITEM NO.	3112
DATE	5/12/87
BY	...
FOR	...
APPROVED BY	...
DATE	...
SCALE	...

EXHIBIT "H-7"
5/12/87

Chicago Pacific

SARPT CO.,
NEBRASKA
TDN-R11412B



SEE DWG. NO. R-III
TO GRAND ISLAND

- MP 522 75 CONDUIT 72" DEEP
- MP 522 45 RAW, US TEL. CABLE CONDUIT 72" DEEP
- MP 522 44 RESEN. 0'

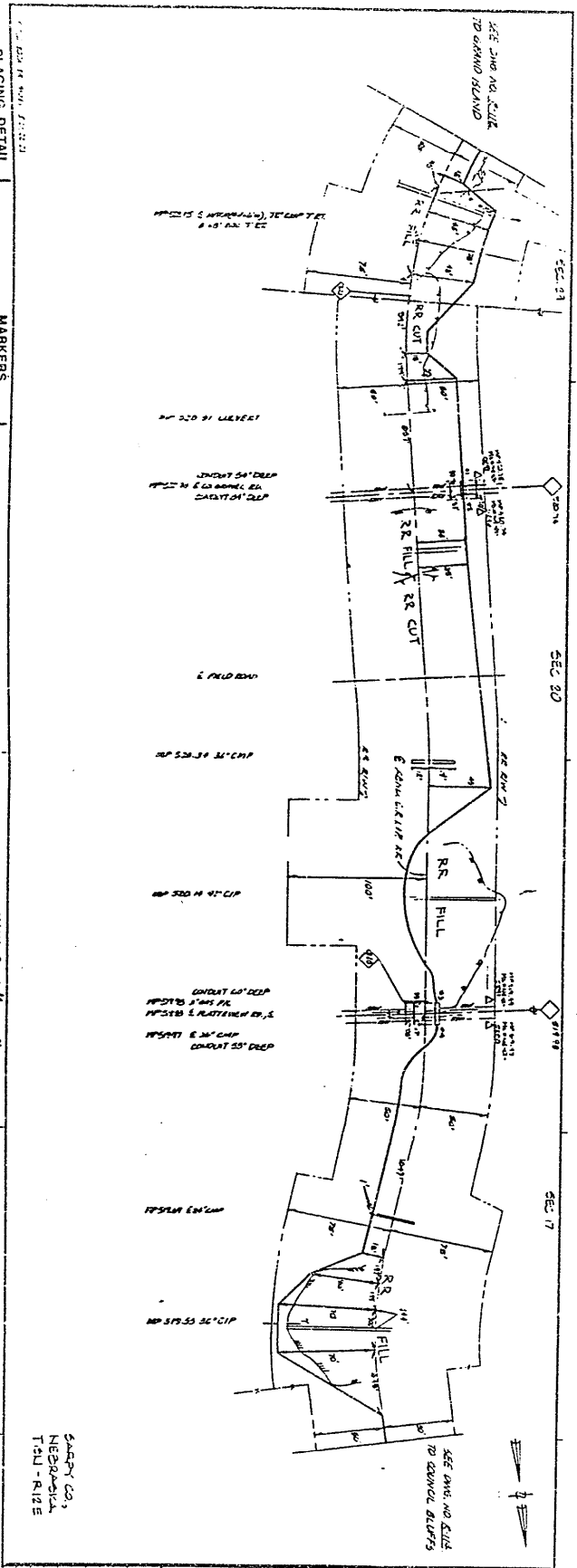
CONTACT:
RICHARDSON & SONS
PORT GARDNER, IOWA
402-293-2784
RICHARDSON & SONS
602-352-8322
SEE DWG. NO. R-III
TO COUNCIL BLUFFS

POOR COPY FILED

60-3131

POOR COPY FILED

60-31315



PLACING DETAIL

CABLE
CONDUIT
1" - 20' x 4' 0"
3" - 100' x 4' 0"

MARKERS

MISCELLANEOUS

US Railroad

DATE	5/12/87
BY	[Signature]
FOR	CHICAGO & NORTHWESTERN R.R.
PROJECT	CHICAGO & NORTHWESTERN R.R.
NO.	512/87
SCALE	AS SHOWN
DATE	5/12/87
BY	[Signature]
FOR	CHICAGO & NORTHWESTERN R.R.
PROJECT	CHICAGO & NORTHWESTERN R.R.
NO.	512/87
SCALE	AS SHOWN

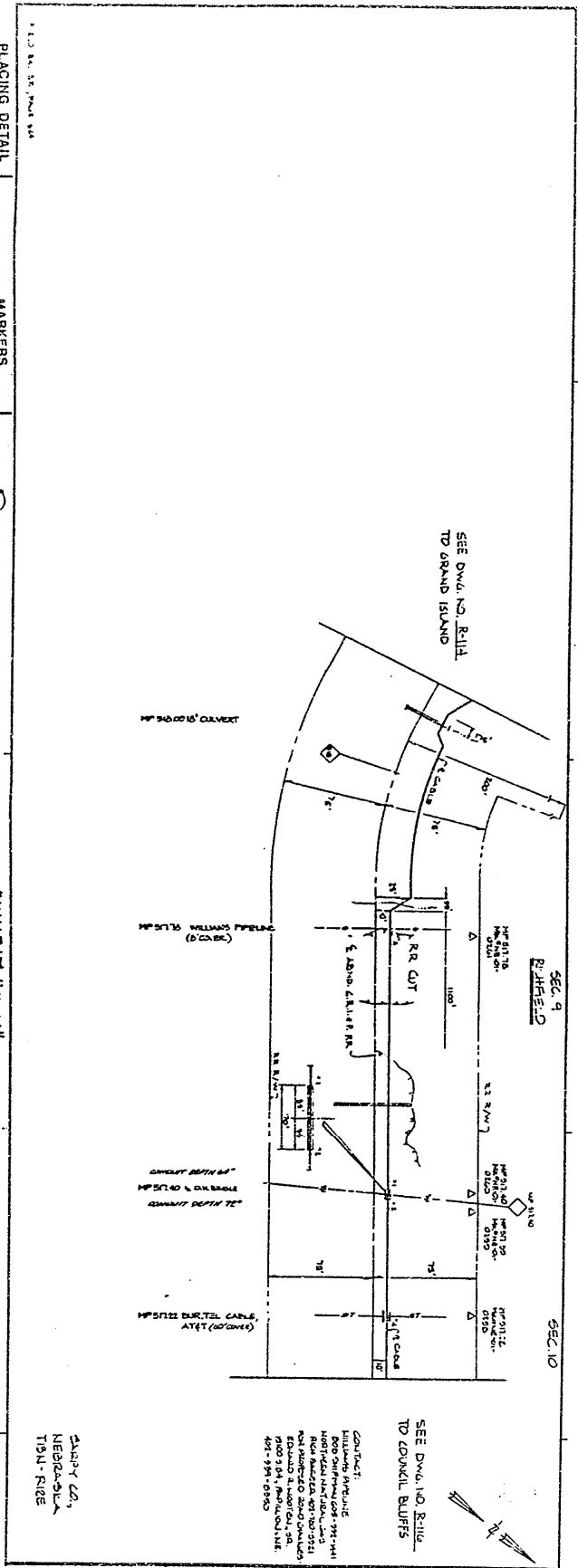
EXHIBIT "A-8"
5/12/87

Chicago Pacific

Safety Co.,
NEBRASKA
TOL - R12E

POOR COPY FILED

60-3131b



SEE DWG. NO. R-1114
TO GRAND ISLAND

SEE DWG. NO. R-1114
TO CONNELL BUFFS

CONTRACT:
BUILDING PERMITTING
1001 N. LAKE ST., CHICAGO, ILL.
1001 N. LAKE ST., CHICAGO, ILL.
1001 N. LAKE ST., CHICAGO, ILL.
1001 N. LAKE ST., CHICAGO, ILL.
1001 N. LAKE ST., CHICAGO, ILL.
1001 N. LAKE ST., CHICAGO, ILL.
1001 N. LAKE ST., CHICAGO, ILL.
1001 N. LAKE ST., CHICAGO, ILL.

THAYER CO.,
NEARBY, ILL.
TISH - RICE

PLACING DETAIL

CABLE	
CONDUIT	
MARKERS	

MARKERS

MISCELLANEOUS	
MARKERS	3" PLAIN
	4" 3" BRASS (ELECT.)

US Telephone

DATE	5/12/87
BY	TISH - RICE
CHKD BY	TISH - RICE
APP'D BY	TISH - RICE
DATE	5/12/87
BY	TISH - RICE
CHKD BY	TISH - RICE
APP'D BY	TISH - RICE

EXHIBIT "H-10"

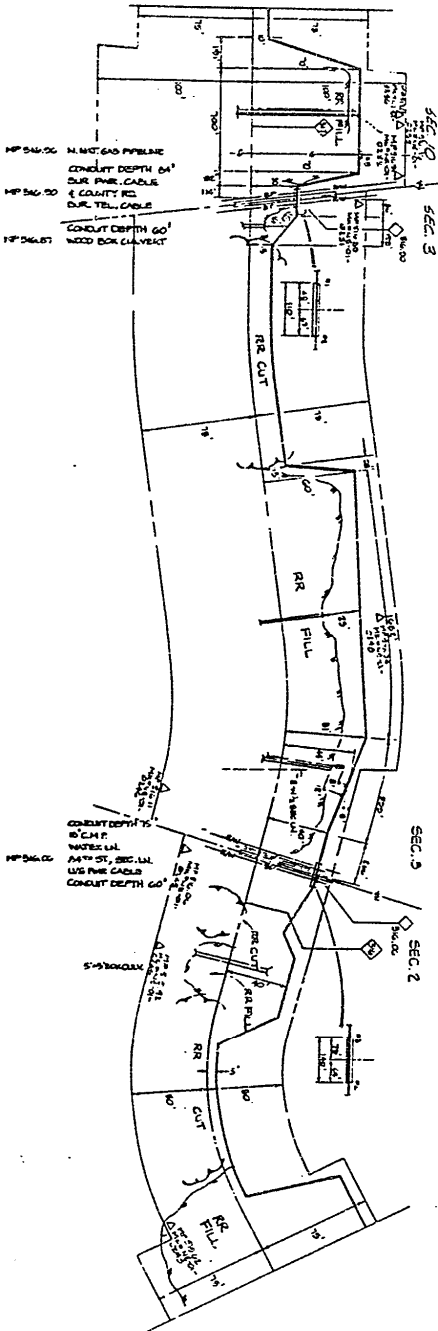
5/12/87

Chicago Pacific

POOR COPY FILED

60-2131 M

SEE DWG. NO. E-115
TO GRAND ISLAND



SEE DWG. NO. E-117
TO COUNCIL BLUFFS

CONTRACTS
 FOR THE
 LAYING OF
 CABLES
 BETWEEN
 COUNCIL BLUFFS
 AND GRAND ISLAND
 IOWA

SARPY CO
 HEARST
 T. J. N. - E. K. E.

1-2 100' 4" DEP

PLACING DETAIL

CABLE

CONDUIT

1-2 100' 4" DEP

3-4 100' 4" DEP

MARKERS

MISCELLANEOUS

US TELECOMM

GRAND ISLAND TO COUNCIL BLUFFS

NO. 1

DATE 5/12/87

BY [Signature]

FOR THE

ENGINEER

AT

CHICAGO

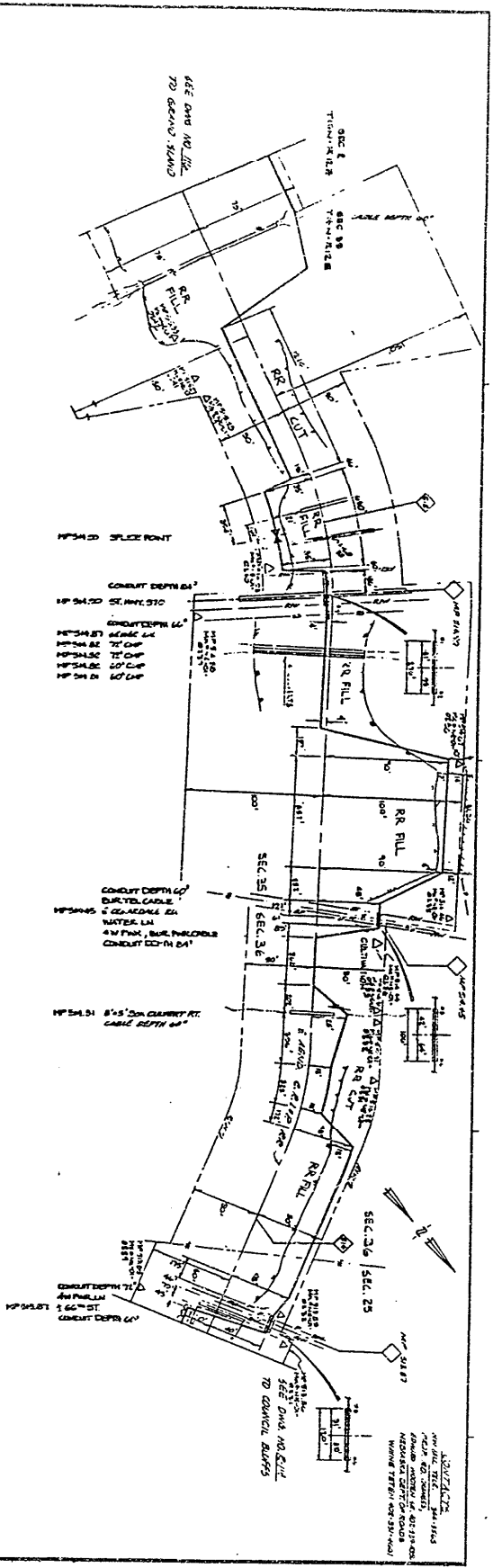
EXHIBIT "A-11"

5/12/87

Chicago Pacific

POOR COPY FILED

60-3131W



3449 W. WASHINGTON
 CHICAGO, ILL. 60644
 773-427-2100
 773-427-2101

EXHIBIT "A-12"
 5/12/87

Chicago Pacific

US Telecomm	
BRAND	ILLINOIS TO CONDUCT. ALTHS
NO.	100
DATE	10/10/86
BY	CHICAGO
APPROVED BY	CHICAGO
DATE	10/10/86
REVISION	10/10/86

MARKERS	
MISCELLANEOUS	
7 MARKERS	

CONDUIT	
CONDUIT	1" 1/2" 4" 8"
CONDUIT	3" 4" 6" 8"
CONDUIT	10" 12" 14" 16"

PLACING DETAIL	
CABLE	

SEE DRAWING NO. 100
TO BEHIND THIS DRAWING

SEC 25
TYPICAL

SEC 26
SEC 25

SEC 27
SEC 26

SEC 28
SEC 27

SEC 29
SEC 28

SEC 30
SEC 29

SEC 31
SEC 30

SEC 32
SEC 31

SEC 33
SEC 32

SEC 34
SEC 33

SEC 35
SEC 34

SEC 36
SEC 35

SEC 37
SEC 36

SEC 38
SEC 37

SEC 39
SEC 38

SEC 40
SEC 39

SEC 41
SEC 40

SEC 42
SEC 41

SEC 43
SEC 42

SEC 44
SEC 43

SEC 45
SEC 44

SEC 46
SEC 45

SEC 47
SEC 46

SEC 48
SEC 47

SEC 49
SEC 48

SEC 50
SEC 49

SEC 51
SEC 50

SEC 52
SEC 51

SEC 53
SEC 52

SEC 54
SEC 53

SEC 55
SEC 54

SEC 56
SEC 55

SEC 57
SEC 56

SEC 58
SEC 57

SEC 59
SEC 58

SEC 60
SEC 59

SEC 61
SEC 60

SEC 62
SEC 61

SEC 63
SEC 62

SEC 64
SEC 63

SEC 65
SEC 64

SEC 66
SEC 65

SEC 67
SEC 66

SEC 68
SEC 67

SEC 69
SEC 68

SEC 70
SEC 69

SEC 71
SEC 70

SEC 72
SEC 71

SEC 73
SEC 72

SEC 74
SEC 73

SEC 75
SEC 74

SEC 76
SEC 75

SEC 77
SEC 76

SEC 78
SEC 77

SEC 79
SEC 78

SEC 80
SEC 79

SEC 81
SEC 80

SEC 82
SEC 81

SEC 83
SEC 82

SEC 84
SEC 83

SEC 85
SEC 84

SEC 86
SEC 85

SEC 87
SEC 86

SEC 88
SEC 87

SEC 89
SEC 88

SEC 90
SEC 89

SEC 91
SEC 90

SEC 92
SEC 91

SEC 93
SEC 92

SEC 94
SEC 93

SEC 95
SEC 94

SEC 96
SEC 95

SEC 97
SEC 96

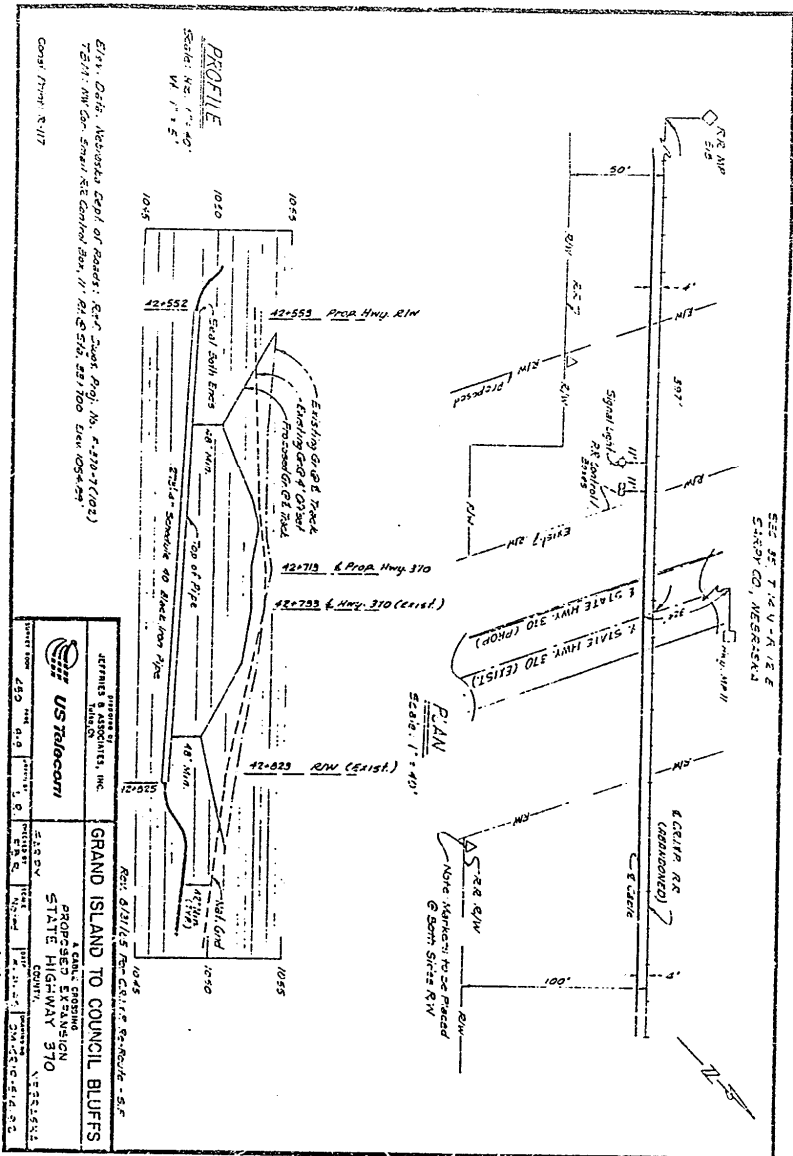
SEC 98
SEC 97

SEC 99
SEC 98

SEC 100
SEC 99

POOR COPY FILED

60-3131 0.



PROFILE
Scale: H.S. 1" = 40'
V.L. 1" = 5'

City, State, Nevada Dept. of Public Works, Proj. No. 6-419-1(02)
7811 NW 2nd St. Reno, NV 89502, 775-333-7000 FAX 775-333-4499
Comp. Date: 5/17

DESIGNED BY: [Signature]

PROJECT OF: **US Telecom**

DEFINING & ASSOCIATES, INC.
1000 S. 10th St.
Reno, NV 89502

GRAND ISLAND TO COUNCIL BLUFFS
A GALE CROSSING
PROPOSED EXTENSION
STATE HIGHWAY 370
NEVADA

Rev. 01/11/05 Rev. 01/18/05 Rev. 05/17/07 - S.P.

DATE	BY	DESCRIPTION
5/17/07	[Signature]	Final
5/17/07	[Signature]	Check
5/17/07	[Signature]	Design

EXHIBIT "A-13"

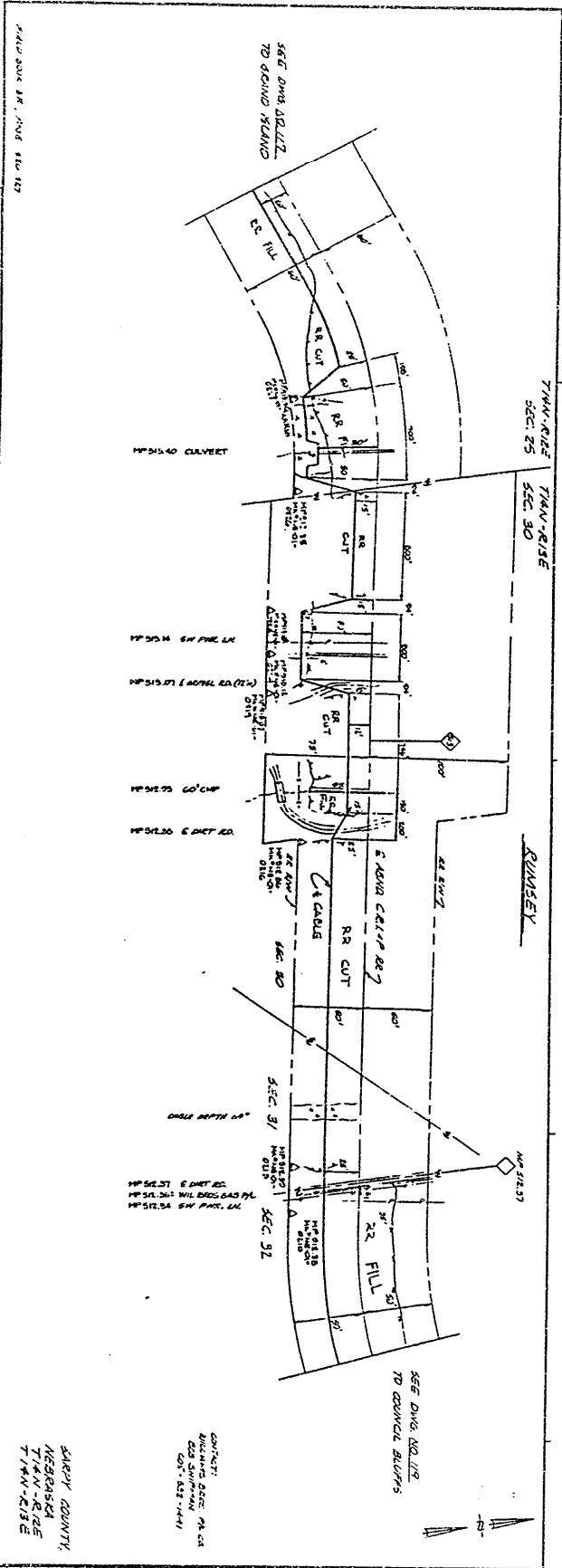
5/12/07

Chicago Pacific

US Telecom	
PROJECT NO.	60-3131-0
PROJECT NAME	GRAND ISLAND TO COUNCIL BLUFFS
DATE	5/17/07
BY	[Signature]
CHECKED BY	[Signature]
DATE	5/17/07
DESIGNED BY	[Signature]
DATE	5/17/07

POOR COPY FILED

20-31311



PLACING DETAIL

CABLE

MISCELLANEOUS

20' x 1' FORM

MARKERS

US Railroad

GRAND ISLAND TO COUNCIL BLUFFS

NO.	DATE	BY	FOR
1	5/12/187	J. H.
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			
70			
71			
72			
73			
74			
75			
76			
77			
78			
79			
80			
81			
82			
83			
84			
85			
86			
87			
88			
89			
90			
91			
92			
93			
94			
95			
96			
97			
98			
99			
100			

EXHIBIT "H-14"

5/12/187

Chicago Pacific

SARPY COUNTY
NEBRASKA
TWIN-RISE
TWIN-RISE

CONTRACT NO. 1000
SARPY COUNTY
NEBRASKA
CONTRACT NO. 1000

