

91-12615

DEED OF RECONVEYANCE

Ralston Bank, a Nebraska banking corporation, Trustee under  
that certain Deed of Trust dated June 30, 1988, between

CEDARDALE SELF STORAGE, A NEBRASKA GENERAL PARTNERSHIP as Trustor (s),  
Ralston Bank, a Nebraska banking corporation as Beneficiary,  
and Ralston Bank, a Nebraska banking corporation as Trustee,  
filed July 5, 1988 in Page 98  
INSTRUMENT #88 09033

of the Mortgage Records in the office of the Register of Deeds, Sarpy  
County, Nebraska, in consideration of performance in full by the said Trustor (s) of all  
obligations imposed by the said Deed of Trust and the note secured thereby, does hereby,  
reconvey to said Trustor (s) the following described real estate, to-wit:

SEE EXHIBIT 'A' ATTACHED

Proof	<u>W</u>
D.E.	<u>L</u>
Verify	<u>MHC</u>
Filmed	<u>P</u>
Checked	<u>P</u>
Fee \$	<u>25.50</u>

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
91-12615  
91 AUG 16 PM 4:34  
Carol A. Starvin  
REGISTER OF DEEDS

hereby cancelling and satisfying said Deed of Trust.

Such reconveyance is given subject to all existing liens, encumbrances, covenants  
and restrictions not imposed upon said property by the undersigned, and is made for the  
sole and only purpose of satisfying of record the aforesaid Deed of Trust.

IN WITNESS THEREOF, the undersigned Trustee has caused these presents to  
be executed this 15 day of August, 19 91.

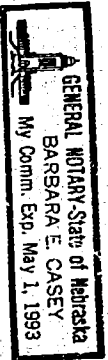
STATE OF NEBRASKA  
COUNTY OF Douglas

ss. S. John Bednar Trustee & President  
Kenneth E. Nadtrchal Trustee & Assistant Vice President

On this 15 day of August, 19 91, before  
me, a notary public qualified in said county, personally appeared S. John Bednar &  
Kenneth E. Nadtrchal Trustee, known to be to be the identical person who

signed the foregoing instrument and acknowledged the execution thereof to be his voluntary  
act and deed.

Barbara E. Casey  
Notary Public



IT DONALD CORP  
NEBRASKA NE 68177

12615

91-12615A

EXHIBIT "A"

A tract of land located in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  and the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 35 Township 14 North Range 12 East of the 6th P.M., Sarpy County, Nebraska, more fully described as follows: Beginning at the E $\frac{1}{2}$  Corner of said Section 35; thence S 0° W, (assumed bearing), along the East line of the SE $\frac{1}{4}$ , 559.80' to a point on the Northern Right-of-Way line of State Highway No. 370; thence N 90° W, 33.00'; thence S 4 36' 22" W, 173.86'; thence N 72 27' 35" W, 1416.40'; thence N 6 22' 23" W, 211.10' to a point on the Easterly Right-of-Way line of the now abandoned Chicago, Rock Island and Pacific Railroad; thence N 49 16' 21" E, along said Right-of-Way, 1880.44' to a point on the East line of the SE $\frac{1}{4}$  NE $\frac{1}{4}$ ; thence S 0 01' 55" W, along said East line, 1122.70' to the point of beginning and contains a calculated area of 33.67 acres, more or less

Now known as Lots 1 thru 28, and Outlots A, B and C, in Cedar Dale Industrial Park, in Sarpy County, Nebraska.

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.

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 Grantor'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.

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PAGE 3131  
REGISTER OF DEEDS, SARPY COUNTY, NE  
\$ 115.00

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, reinstatement, 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.

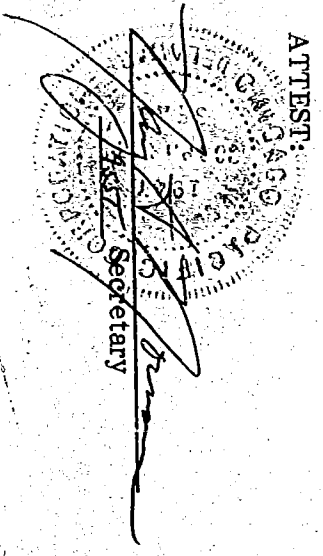
11. Grantee shall indemnify and save harmless Grantor, and its officers, employees, and agents, from and against all claims, losses, demands and causes of action, including attorneys' fees, court costs and/or judgments arising in favor of any person or other legal entity (including Grantee or its employees, 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 of the grantor 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 29<sup>th</sup> day of September, 1987.

ATTEST: CHICAGO PACIFIC CORPORATION

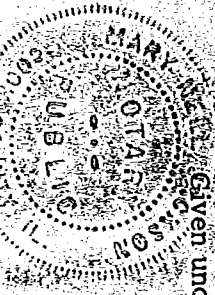


By: S. A. Curvion  
Executive Vice President

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Earl G. Havelock personally known to me to be the General President of CHICAGO PACIFIC CORPORATION, a Delaware corporation, and Mary A. Mackern 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 29<sup>th</sup> day in person and acknowledged that as such Earl G. Havelock and Earl G. Havelock they signed and delivered the said instrument as Earl G. Havelock and Earl G. Havelock 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 29<sup>th</sup> day of September, 1987.



Mary Nell Jackson  
Notary Public

My commission expires: November 1, 1988

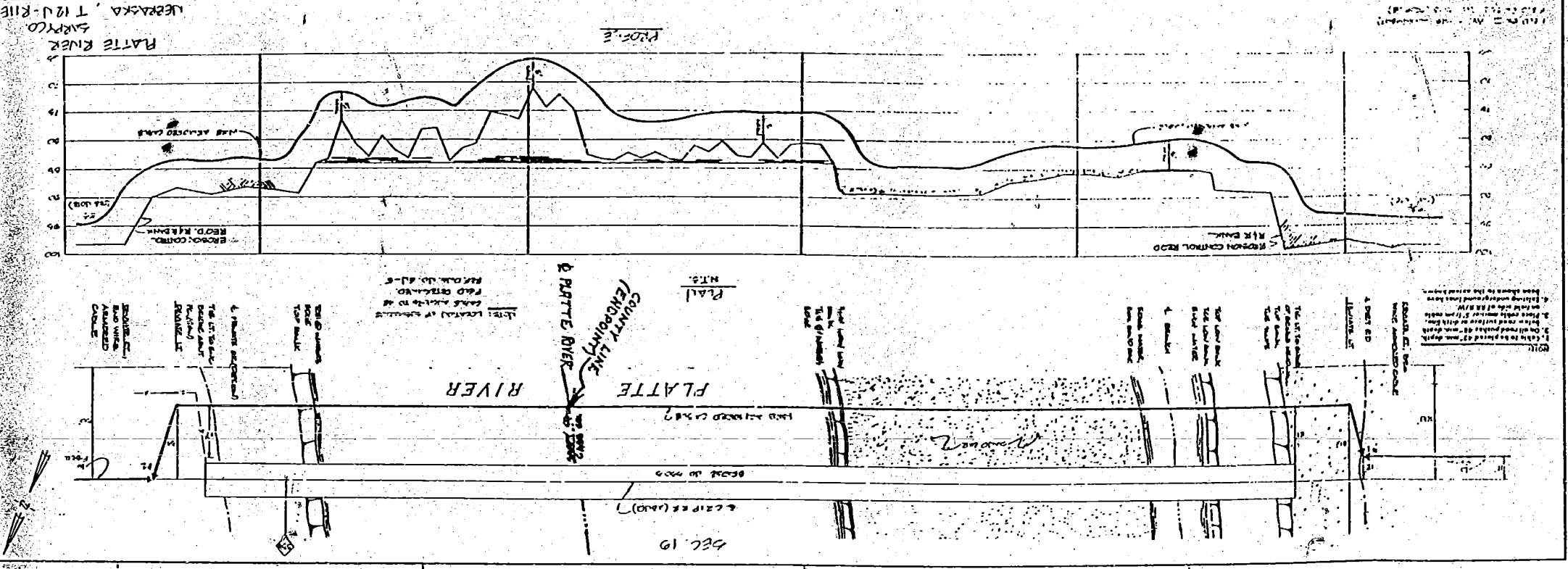
mj

Chicago Pacific

EXHIBIT "A-1"  
12/18/86

NO.	60-3131C
TITLE	PLATE
DATE	12/18/86
PROJECT NO.	
DATE	
REVISION	
BY	
CHECKED BY	
DATE	
GRAND ISLAND TO COUNCIL BLUFFS	
US TELECOM	

PLACING DETAIL  
CABLE  
MISCELLANEOUS



NEBRASKA, T 12U-R11E  
SAPYCO

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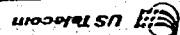
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*Chicago Pacific*

EXHIBIT "A-2"  
12/18/86

NO.	1111	1111
DATE	12/18/86	12/18/86
PROJECT NO.	1111	1111
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APPROVED BY		
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FIELD OFFICER		
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MISCELLANEOUS



MARKERS

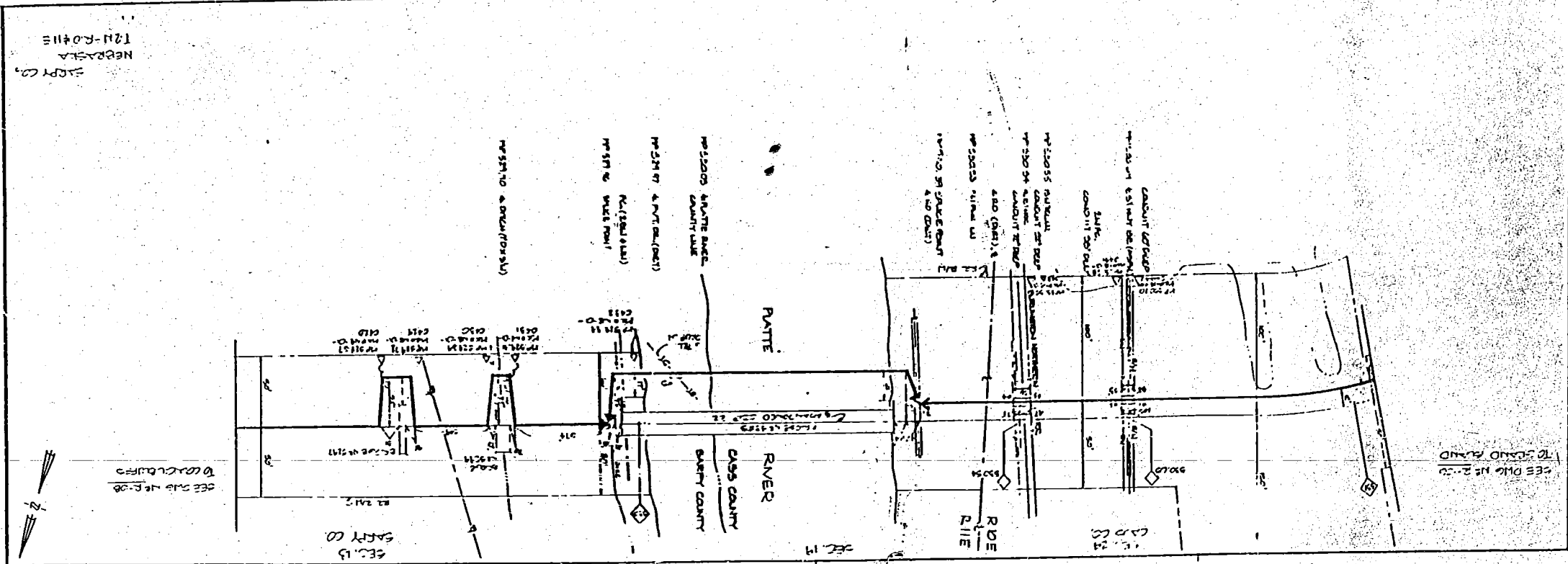
PLACING DETAIL

CABLE

CONDUIT

DATE

NO.	1111	1111
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PROJECT NO.	1111	1111
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FIELD OFFICER		
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APPROVED BY		
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SAPT CO.  
NEPASA  
1211-RO4111

SEE PILE N° 2-0  
TO SAND BANK

SEC. 14

SEC. 15  
SAPT CO.

SEE PILE N° 1-08  
TO SAND BANK

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60-3131 D

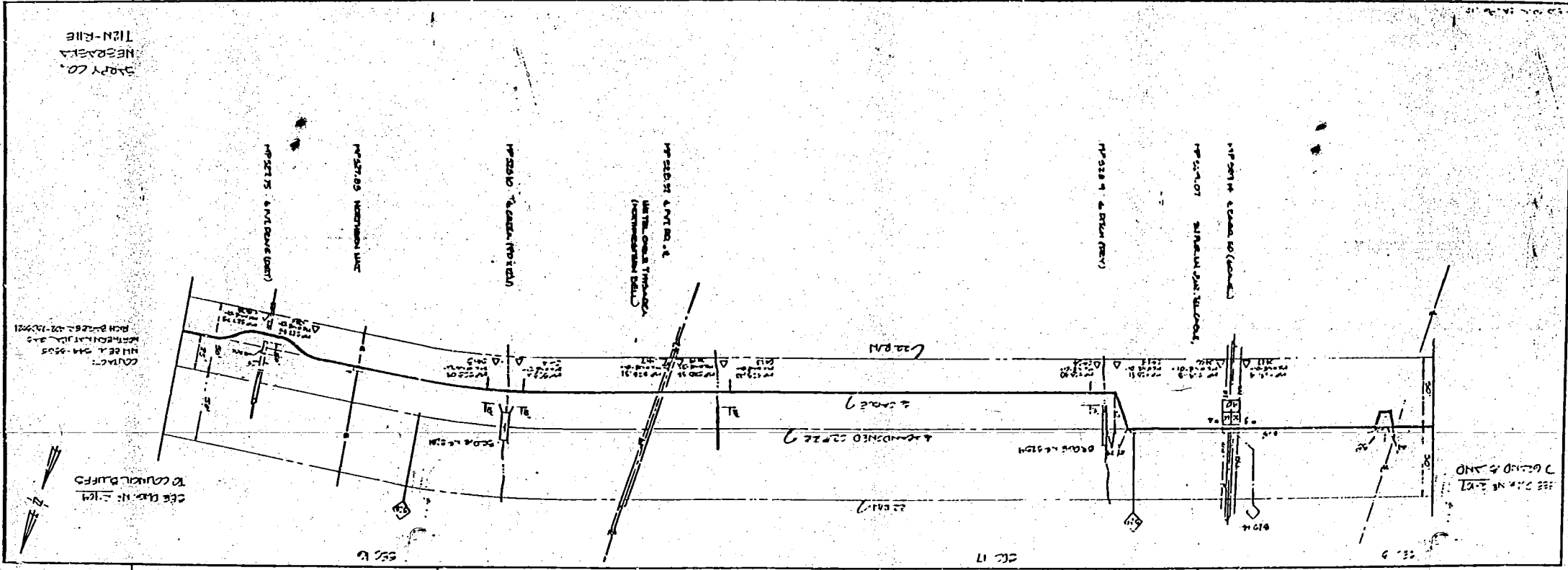
Chicago Electric

EXHIBIT "A-3"  
5/12/87

US TELECOM	
GRAND ISLAND TO CONDUIT BUREAU	
NO.	
DATE	5/12/87
BY	W. J. [illegible]
REVISIONS	
DATE	
BY	
APPROVED BY	
DATE	
THE CO. OFFICE & ASSOCIATES, INC.	

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CONDUIT BUREAU

CONDUIT BUREAU

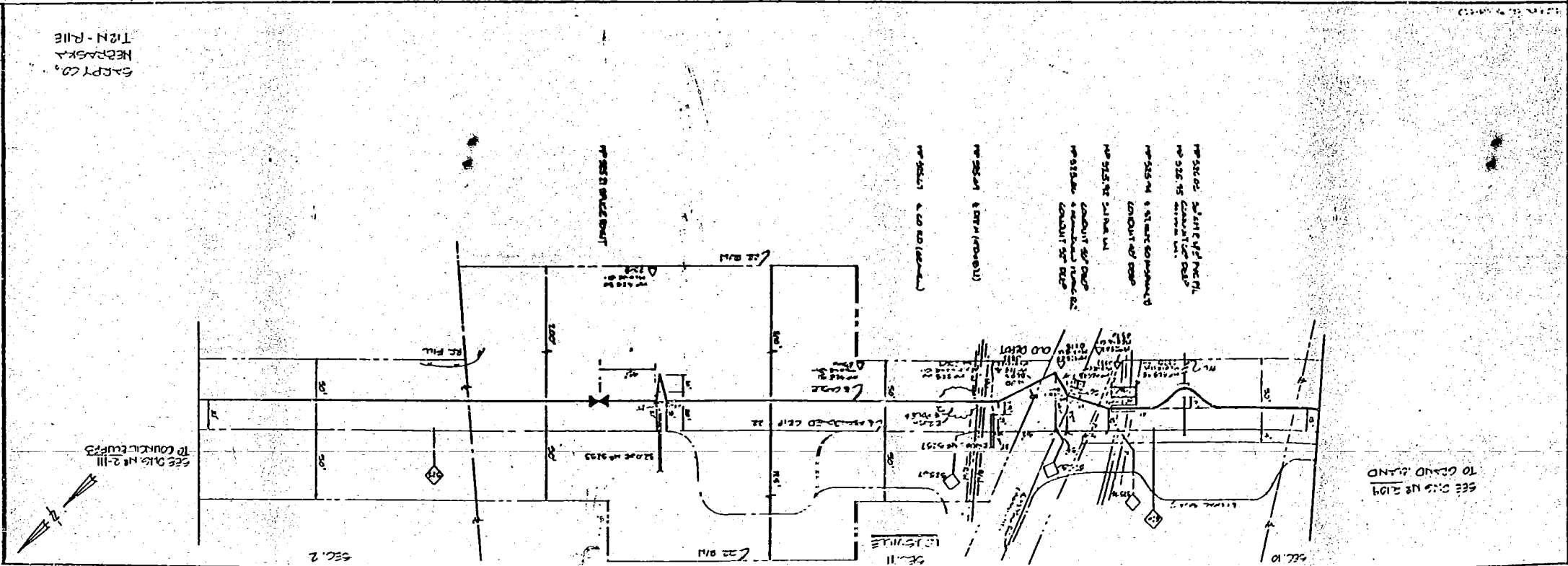
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60-3131E





60-3131G



GAFFY CO.  
NEBRASKA  
TEN - P118

*Chicago Pacific*

EXHIBIT "A-5"  
5/12/87

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FOR	
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FOR	

US TELECOM  
GRAND ISLAND TO CONRAD BRIDGE

MISCELLANEOUS
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*Chicago Pacific*

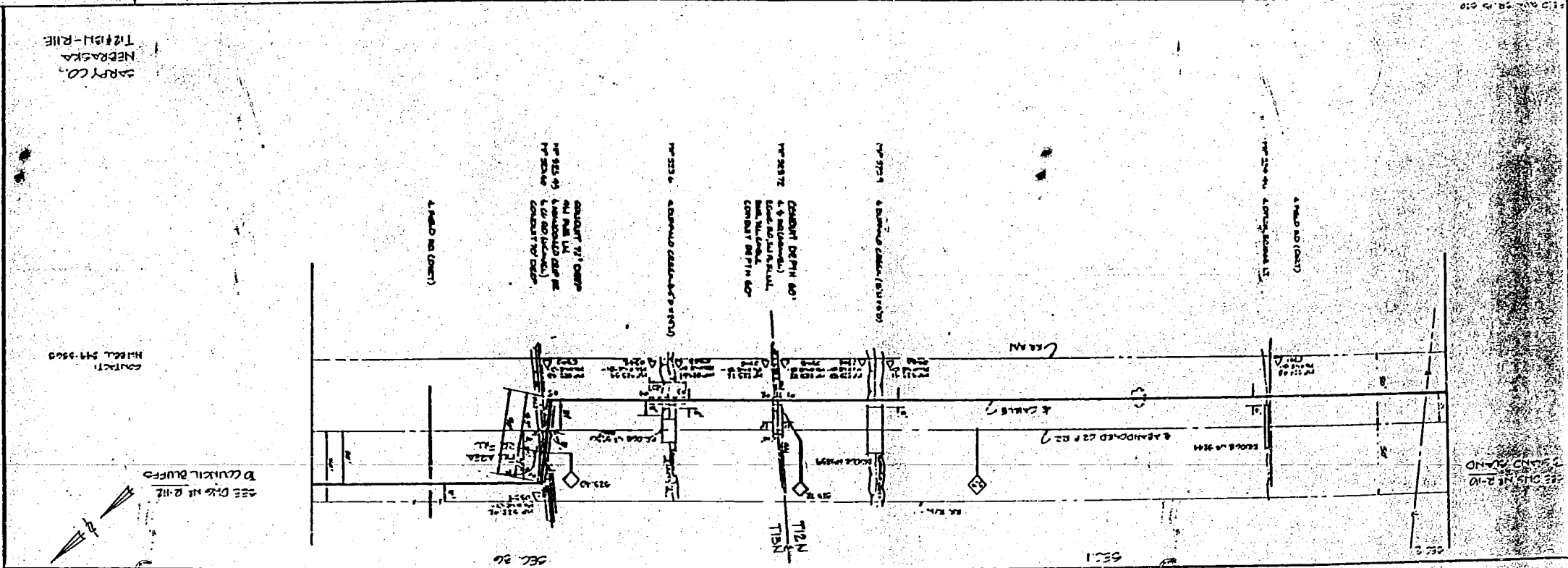
EXHIBIT "A-6"  
5/12/87

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REVIEWED BY	DATE
APPROVED BY	DATE
ENG. CO. DESIGNED & MANUFACTURED	
REGION	
EST. NO. & OFFICE	
NO. & III	
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NO.	

US Telecom  
GRAND ISLAND TO CONCAL BUFFS

PLACING DETAIL
CABLE
CONDUIT

MARKERS



SAPPY CO.  
NEBRASKA  
T2#1211-R11E

CONTACT  
HURDLE 544-3500

SEE DRAWING R-11E  
TO CANCEL BUFFS

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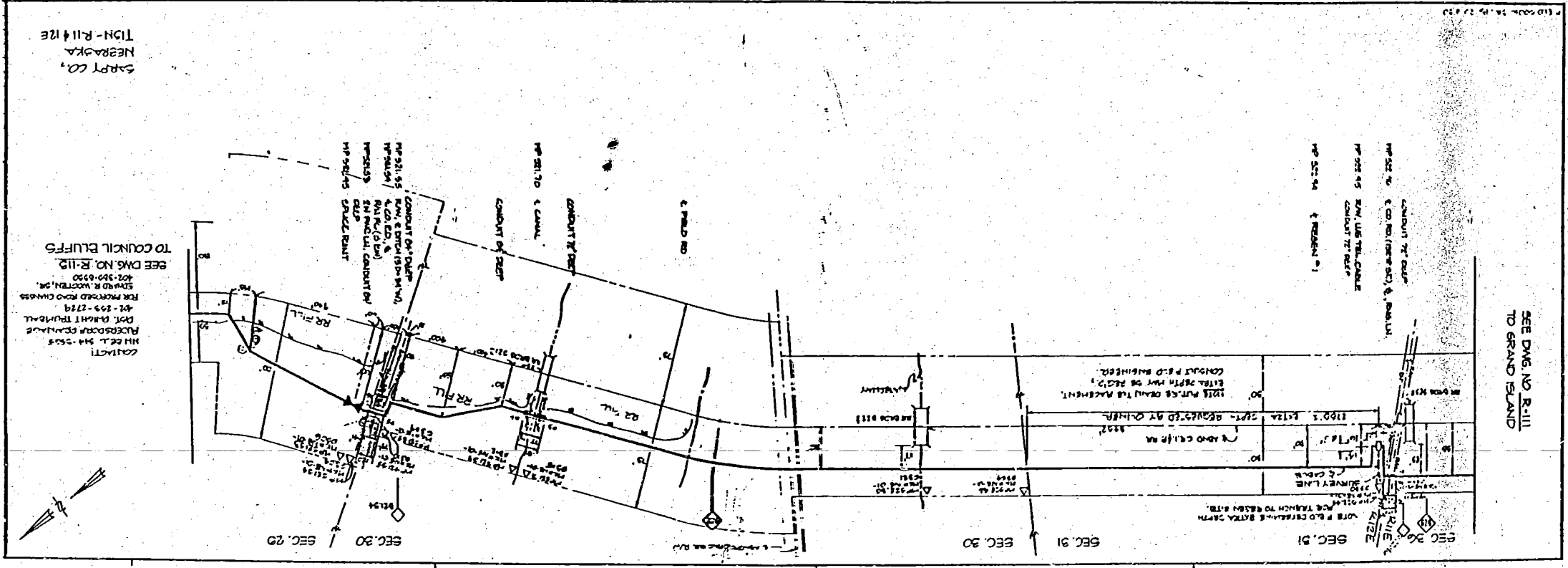
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*Chicago Pacific*

EXHIBIT "A-7"  
5/12/87

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APPROVED BY	...
DATE	...
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SAPPY CO.,  
NEBRASKA  
TIDN-R11412E

TO COUNCIL BLUFFS  
SEE DWG. NO. R-112.  
402-340-6990  
FOR PROPOSED ROAD CROSSING  
402-393-2744  
DR. BRIGITT TRUMBULL  
ADDRESS: 344-5505  
HI 402-344-5505  
CONTACT

SEE DWG. NO. R-111  
TO GRAND ISLAND

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60-3131 I

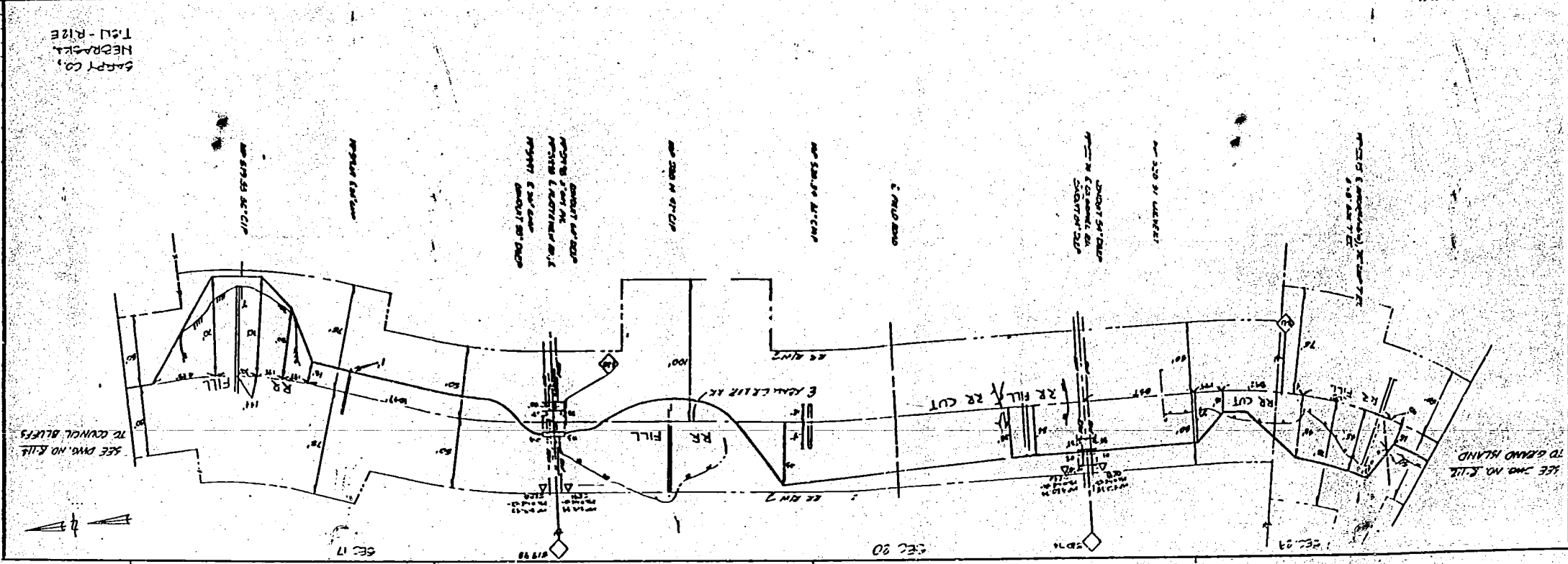
*Chicago Pacific*

EXHIBIT "A-B"  
5/2/87

Grand Island to Council Bluffs	
US Telecom	
LET NO	SC3102
REV	2-1/83
BY	BM
DATE	
APPROVED BY	
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SAPPY CO.,  
NEBRASKA  
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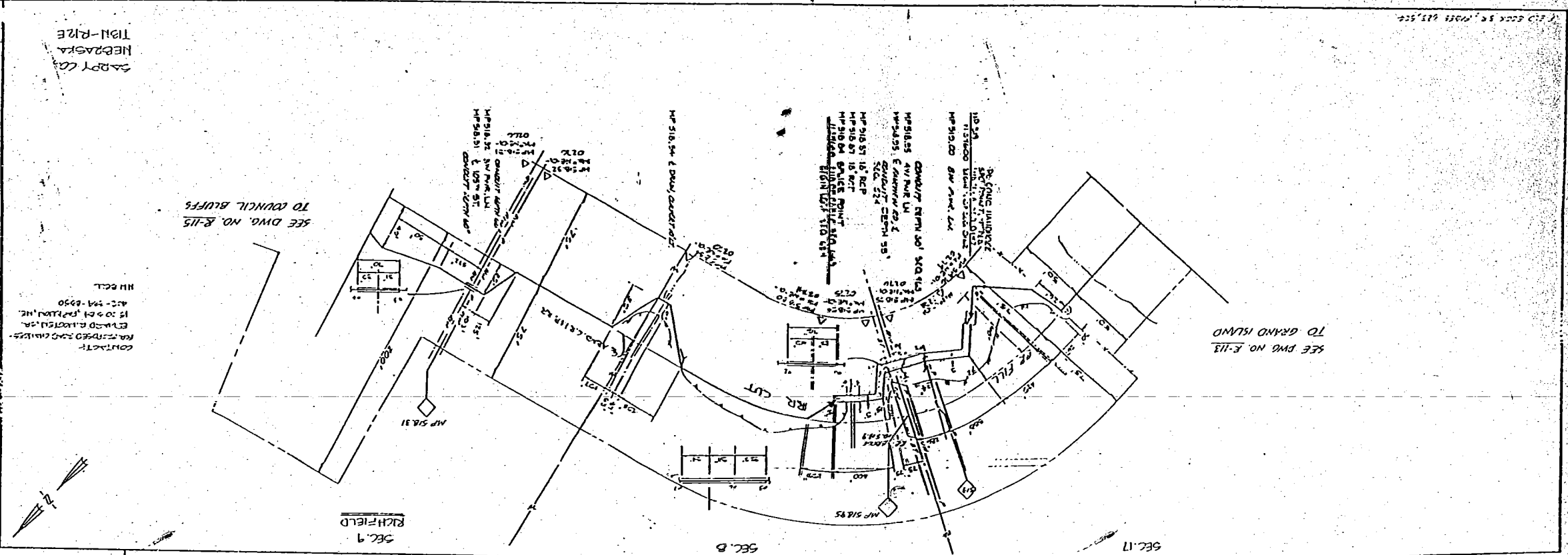
*Chicago Pacific*

EXHIBIT "A-9"  
5/15/87

US Telecomm	
GRAND ISLAND TO COUNCIL BLUFFS	
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CONTRACT  
 FEDERAL TELECOMMUNICATIONS  
 CORPORATION  
 1500 CHICAGO, ILL. 60606  
 412-394-8950  
 NEW YORK  
 SAPPY CO.  
 NEBRASKA  
 TRIN-RIZE

SEE DWG. NO. R-115  
 TO COUNCIL BLUFFS

SEE DWG. NO. E-113  
 TO GRAND ISLAND

60-3131K

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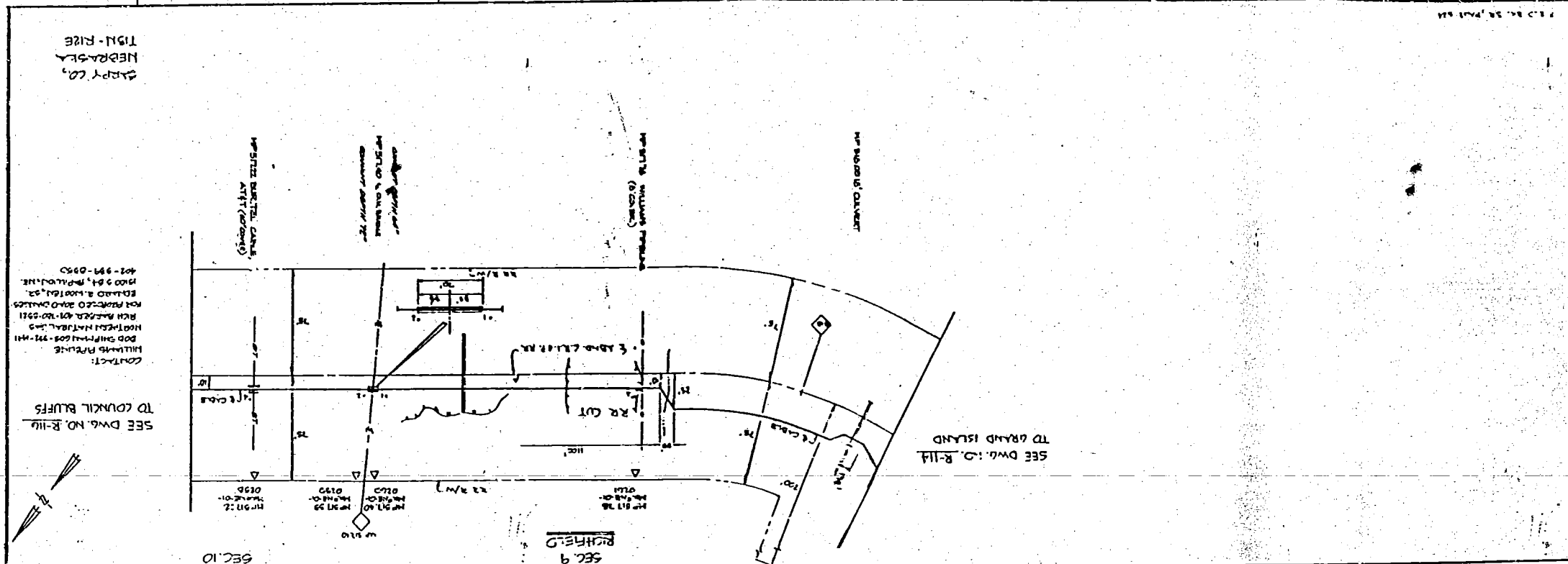
*Chicago Pacific*

EXHIBIT "A-10"  
5/12/87

DATE	APPROVED BY
DATE	REVISION BY
DATE	DESIGNED BY
DATE	ENGINEER
DATE	PROJECT
DATE	SCALE
DATE	PROJECT NO.
DATE	PROJECT NAME

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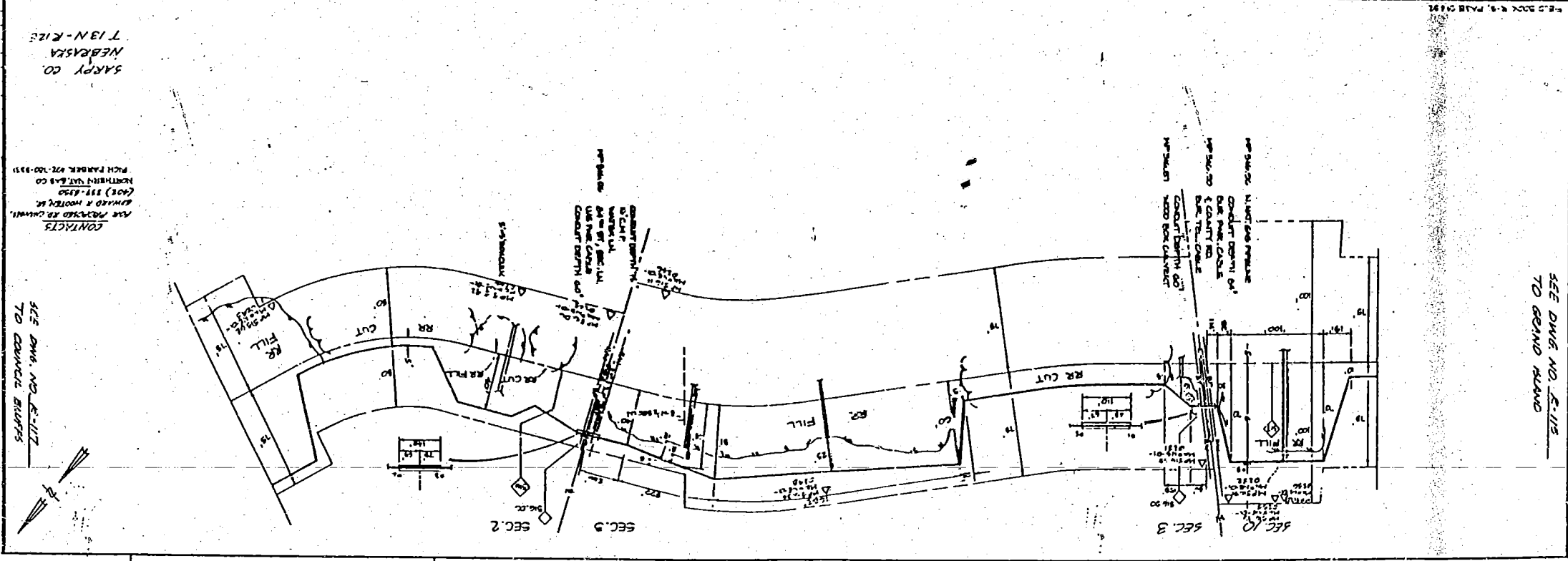
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*Chicago Pacific*

EXHIBIT "A-II"  
5/2/87

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CONDUIT		
3-4 1/2" x 4" D.P.		
1-2 1/2" x 4" D.P.		



CONTACTS  
FOR RECORD TO CHWAMI  
EDWARD R. HODGKIN, JR.  
(402) 399-8350  
NORTHERN NAT GAS CO  
RICH PARKER, 972-760-9331

SEE DWG. NO. E-117  
TO COUNCIL SHIFTS

SEE DWG. NO. E-115  
TO GRAND BLAND

POOR COPY FILED

60-3131M



*Chicago Pacific*

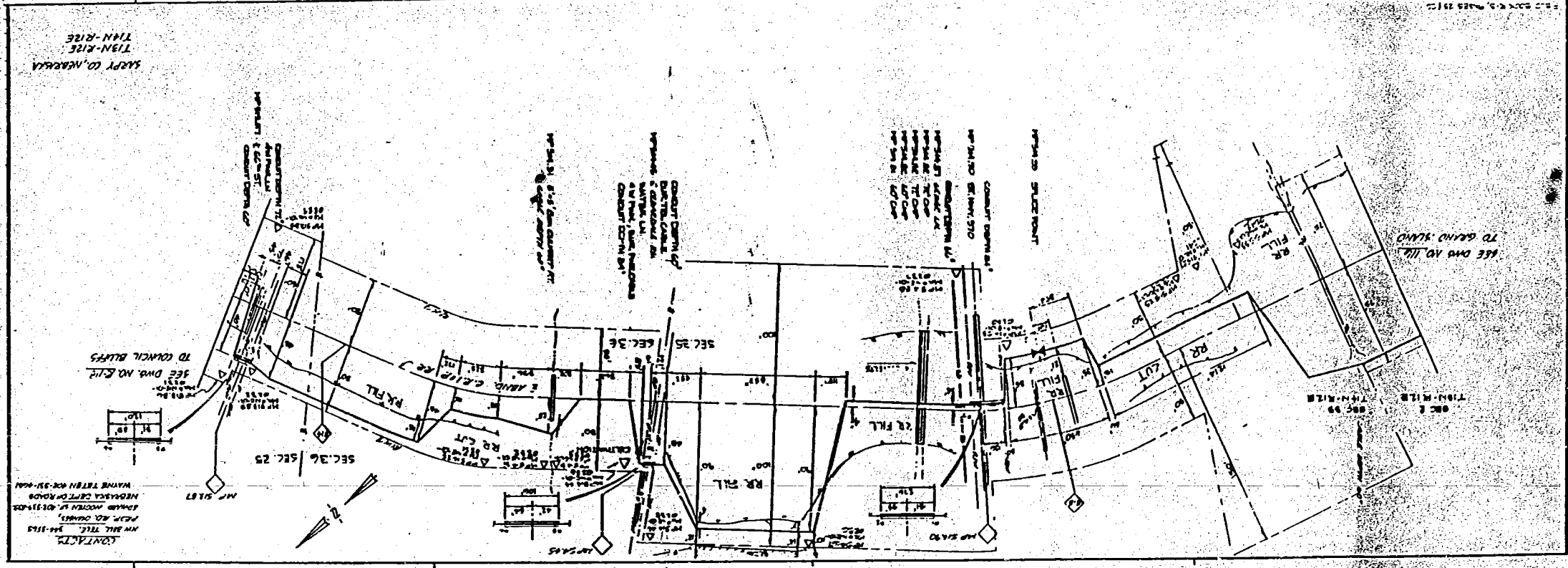
EXHIBIT "A-12"  
5/12/87

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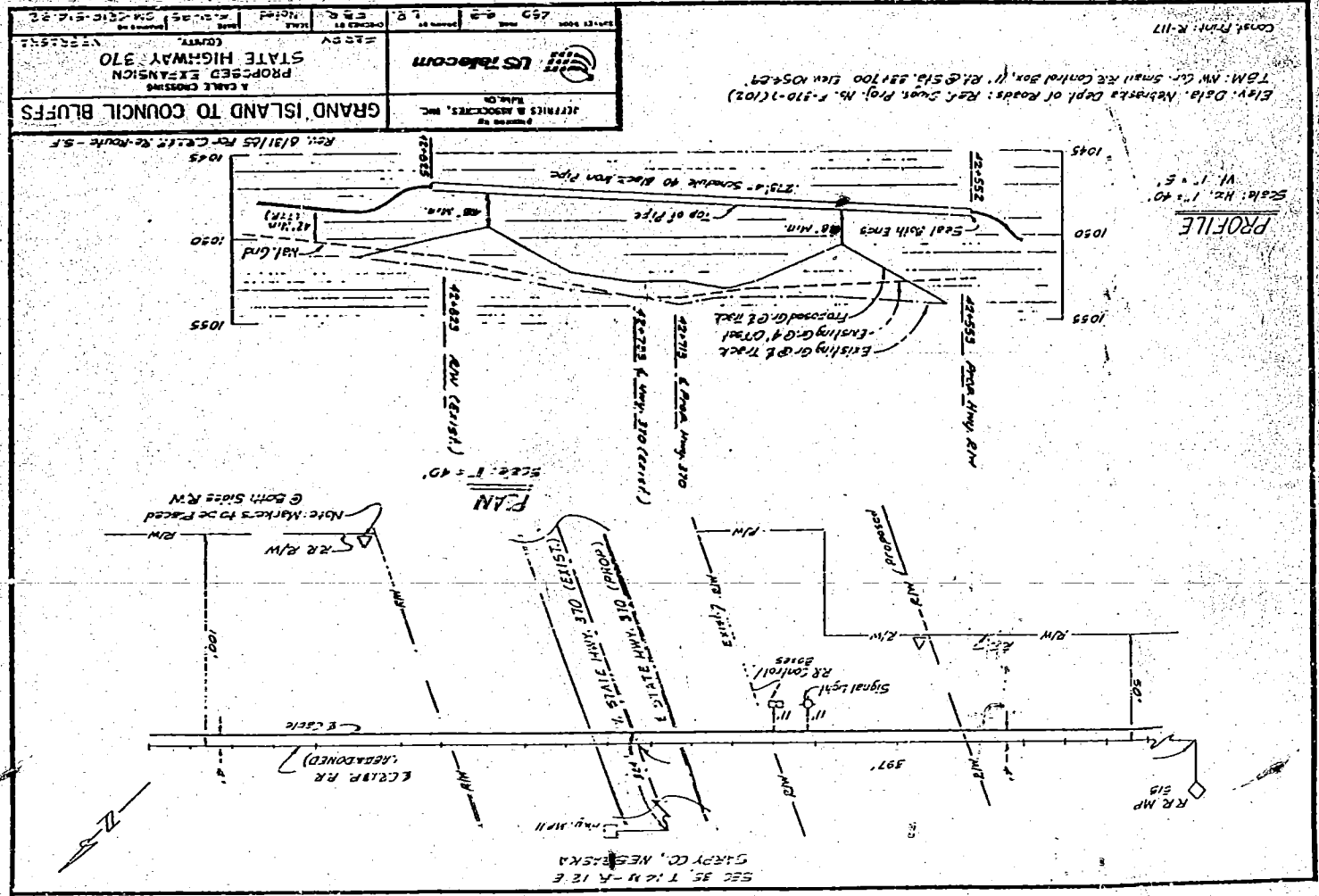
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Chicago Pacific

5/12/87

EXHIBIT "A-13"



POSTED BY	DATE
REVISION BY	DATE
APPROVED BY	DATE
ENG. CO. JEFFRIES & ASSOCIATES, INC.	
REGION	NEB
EST. NO. 323102	DATE: 5/12/87
M.D.	
M.D.	
GRAND ISLAND TO COUNCIL BLUFFS	
US Telecom	
PLACING DETAIL	

*Chicago Pacific*

EXHIBIT "A-14"  
5/12/87

PROJECT NO.	DATE
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ENGINEER	DATE
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PROJECT NO.	DATE

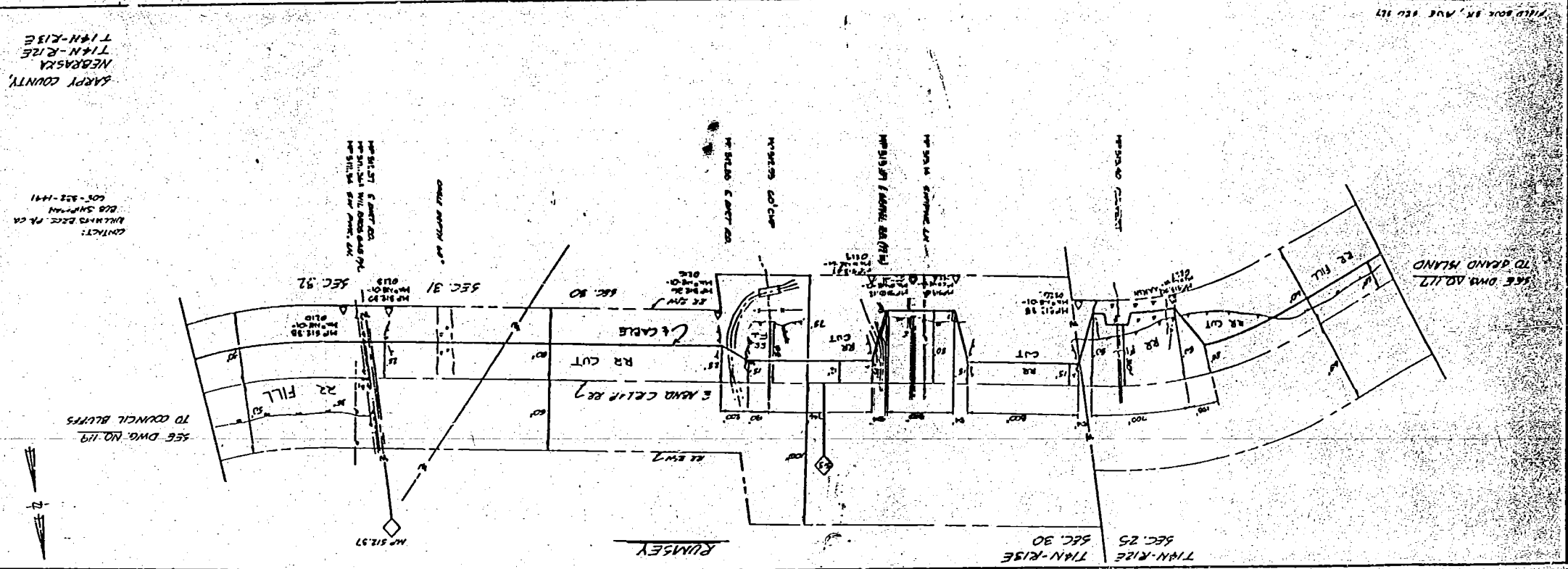
MISCELLANEOUS
CABLE
PLACING DETAIL

MARKERS

SARPY COUNTY,  
NEBRASKA  
T14N-R13E  
T14N-R13E

CONTACT:  
DICKENS CONC. CO. INC.  
228 S. 14TH ST.  
LINCOLN, NE 68502

FILE BOX 17, AUG 190 117



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00-31511

*Chicago Pacific*

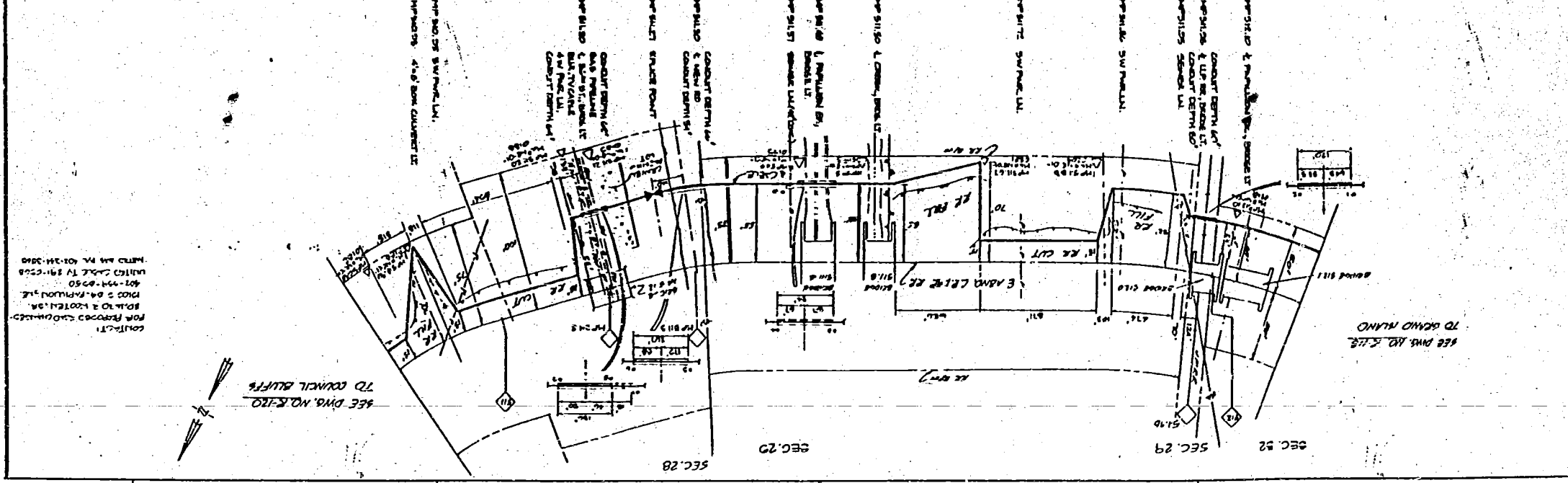
EXHIBIT "A-15" 5/11/87

PROJECT NO.	1174
DATE	5/11/87
BY	...
FOR	...
SCALE	...
PROJECT NO.	...
DATE	...
BY	...
FOR	...
SCALE	...
PROJECT NO.	...
DATE	...
BY	...
FOR	...
SCALE	...

PLACING DETAIL	CABLE
MISCELLANEOUS	CONDUIT
MARKERS	

FIELD BOOK SEC. MAPS 487, 487A, 487B, 487C, 487D, 487E

SARPY COUNTY, NEB  
TIAN-RISE



CONTRACT  
FOR PROPOSED SUBSTATION  
800 S. 24th ST., NEB  
FOR 200 KVA TRANSFORMER  
401-404 4th ST  
UNITED CABLE TV 401-404  
HARDY BAY NE 401-24-2500

SEE DIV. NO. 110  
TO COUNCIL BLUFFS

SEE DIV. NO. 110  
TO HOWARD BLUFFS

POOR COPY FILED

60-31310



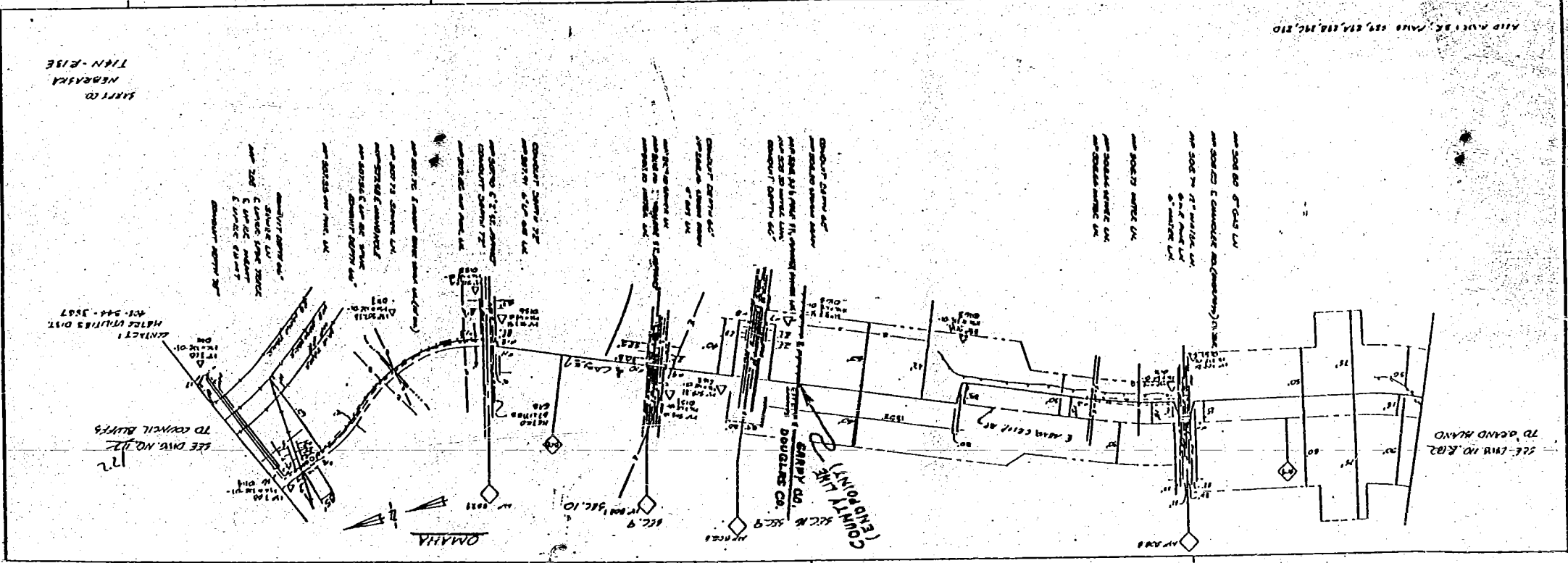
*Chicago Pacific*

EXHIBIT "A-17"  
5/12/87

DATE	5/12/87
PROJECT NO.	11-111001
DATE	5/12/87
PROJECT NO.	11-111001
DATE	5/12/87
PROJECT NO.	11-111001
DATE	5/12/87
PROJECT NO.	11-111001
DATE	5/12/87
PROJECT NO.	11-111001

MARKERS  
MISCELLANEOUS  
CONDUIT

PLACING DETAIL	CABLE
CONDUIT	
MISCELLANEOUS	
MARKERS	



POOR COPY FILED

60-31315

Not 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.

66-2140

CORRECTION EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

That CHICAGO PAPER 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"), 2830 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 Southeastery of and parallel to the centerline of the former right-of-way with the centerline of the Riasse 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 all Township 12 North, Range 11 East; thence continuing in a general Northeasterly direction through Sections 31, 30, 29, 20, 17, 9, 9, 10, 8 and 2 all Township 12 North, Range 11 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 18 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 falls 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, reinstatement, 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.

6-29-87 11:40 AM  
114  
50

66-2140  
11225 ✓

60-21404

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, reinstatement, 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.



100-2140 B

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, employees, 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 22<sup>nd</sup> day of May, 1987.

CHICAGO PACIFIC CORPORATION

BY: [Signature]  
Vice President



[Signature]  
Secretary

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that J. Steven Garrison personally known to me to be the Vice President of CHICAGO PACIFIC CORPORATION, a Delaware corporation, and Harold A. Neuman personally known to me to be the Assistant 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 Harold A. Neuman and Harold A. Neuman they signed and delivered the said instrument as Vice President and Assistant 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.

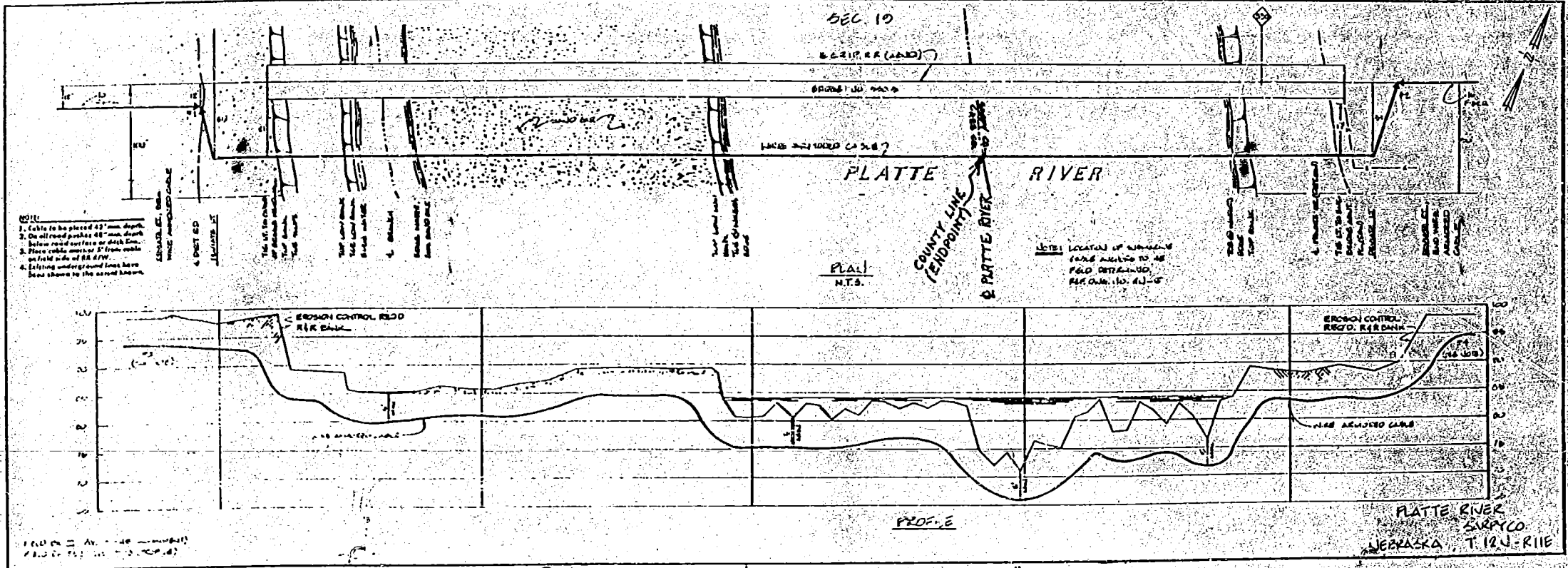
GIVEN under my hand and seal this 22<sup>nd</sup> day of May, 1987.

[Signature]  
Notary Public

My commission expires: September 1, 1987

mj

60-2140C



- NOTE:
1. Cable to be placed 42" min. depth.
  2. On all road crossings 48" min. depth below road surface or ditch Em.
  3. Place cable minimum 2' from edge on field side of RR d.f.w.
  4. Existing underground lines have been shown to the extent known.

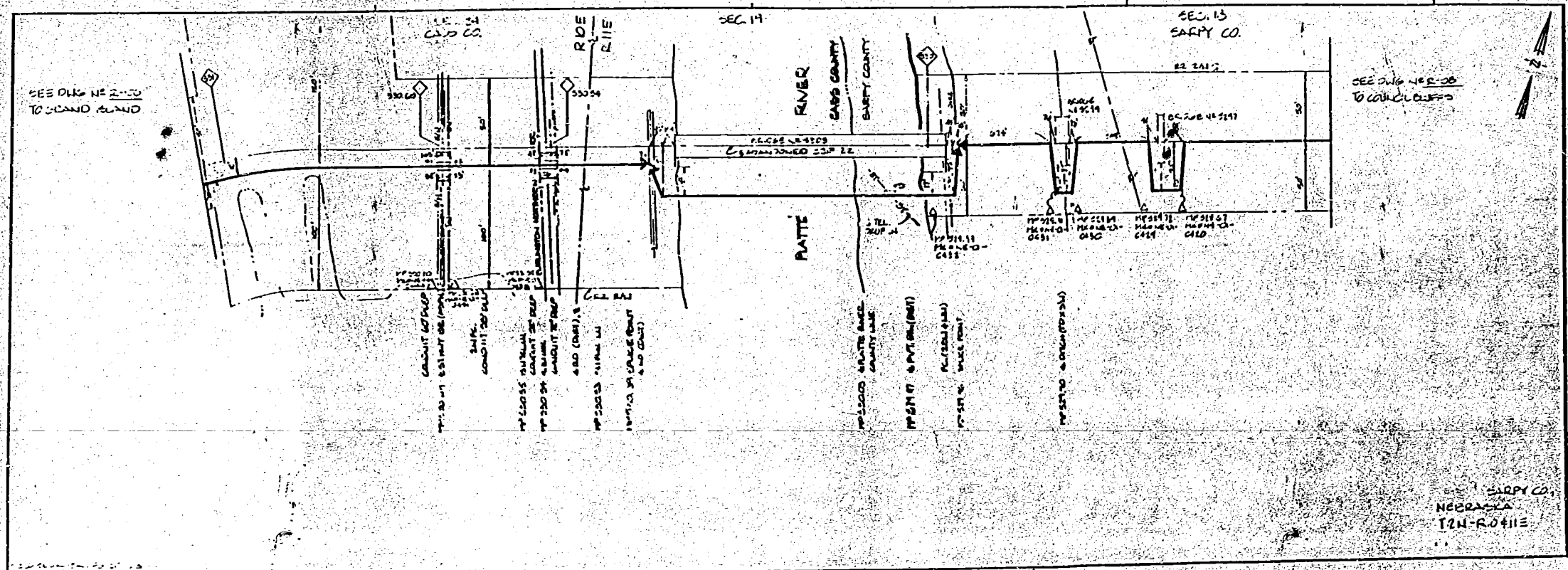
PLACING DETAIL  
CABLE

MISCELLANEOUS

US Telecom	
GRAND ISLAND TO COLONEL BLUFFS	
EST NO.	303102
REV.	2/78
ENG. CO.	ARRIS & ASSOCIATES, INC.
APPROVED BY	DATE
DESIGNED BY	DATE
POSTED BY	DATE

EXHIBIT "A-1"  
12/18/86

Chicago Pacific



PLACING DETAIL	
CABLE	3
CONDUIT	12 1/2' x 8" / 24 1/2' x 8"

MARKERS	
MISCELLANEOUS	5' PINE

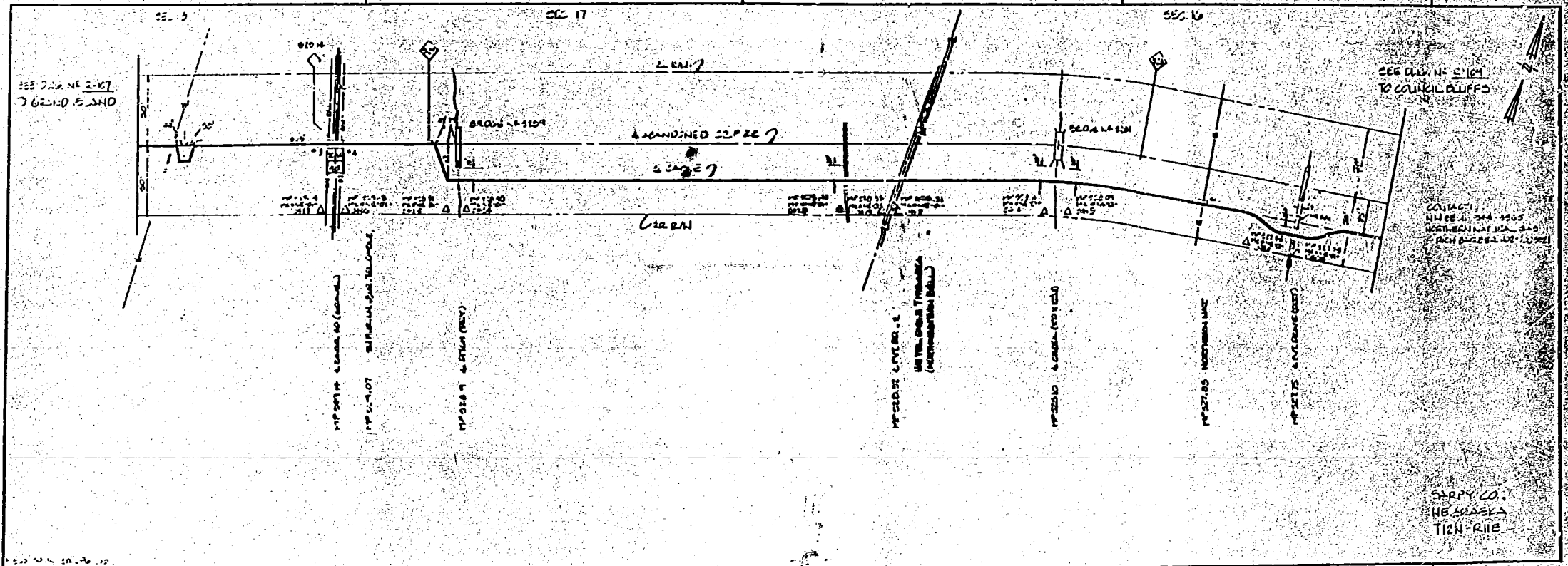
US Telecom	
GRAND ISLAND TO COUNCIL BLUFFS	
NO.	
DATE	12-10-07
BY	
FOR	AT&T
APPROVED BY	DATE
REMOVED BY	DATE
POSTED BY	DATE

EXHIBIT "A-2"  
12/18/86

*Chicago Pacific*

SARDY CO.  
NEBRASKA  
12N-R-041E

60-2140 E



SEE PLAN NO. 5161  
TO COUNCIL BLUFFS

CONTACT:  
NIMBLE 244-2205  
NORTHCENTRAL 244-2205  
RCH 244-2205

SLAPPY CO.  
NEBRASKA  
TREN-RITE

PLACING DETAIL
CABLE
CONDUIT
OPN 3'-4" 90' 4" 812

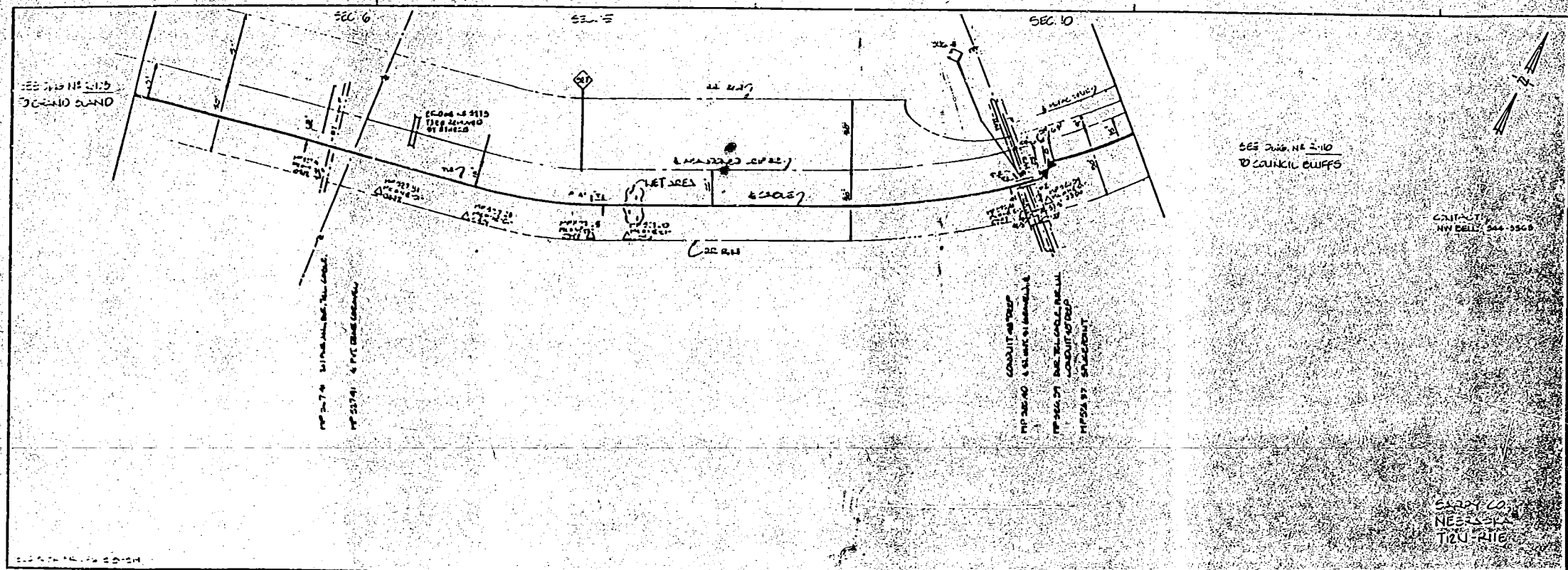
MARKERS
MISCELLANEOUS

GRAND ISLAND TO COUNCIL BLUFFS
EST NO. 803 02
DATE 5/12/87
ENG. CO. JEFFERIS & ASSOCIATES, INC.
APPROVED BY
REVIEWED BY
POSTED BY

EXHIBIT "A-3"  
5/12/87

Chicago Pacific

60-2140 F



SEC. 10  
DUNKIN BLUFFS

CONTACT  
HW BELL 544-3569

CHICAGO  
NEEDS  
TUN-216

PLACING DETAIL	
	CABLE
	CONDUIT
SCALE 1" = 100' 4" S.F.	

MARKERS	
MISCELLANEOUS	

**US Telecom**

GRAND ISLAND TO DUNKIN BLUFFS

NO. 00

EST. NO. 555-02      DATE C-CF

REASON      257

ENG. CO.      JEFFRIES & ASSOCIATES, INC.

APPROVED BY      DATE

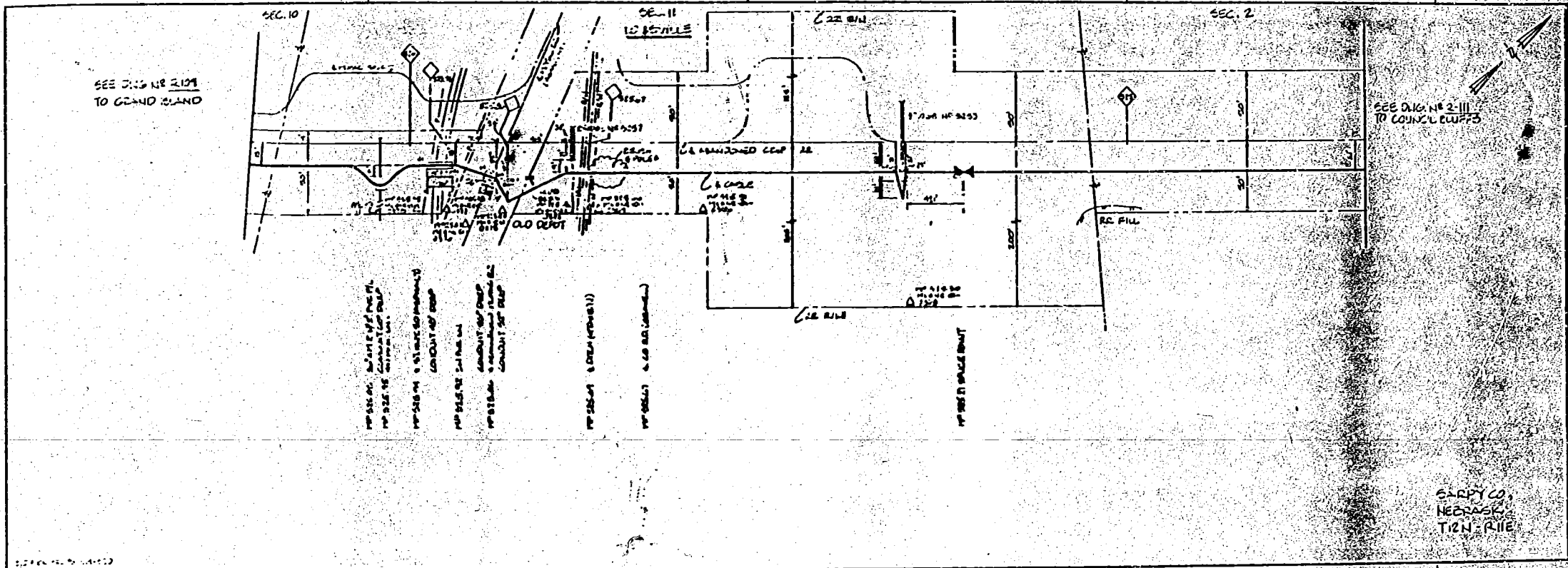
REVIEWED BY      DATE

POSTED BY      DATE

EXHIBIT "A-4"  
5/12/67

*Chicago Pacific*

60-2140 G



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- MP 556.00 24\"/>

SARDY CO.  
NEBRASKA  
TIN-PLATE

**PLACING DETAIL**  
CABLE

**CONDUIT**

UP 4\"/>

**MARKERS**

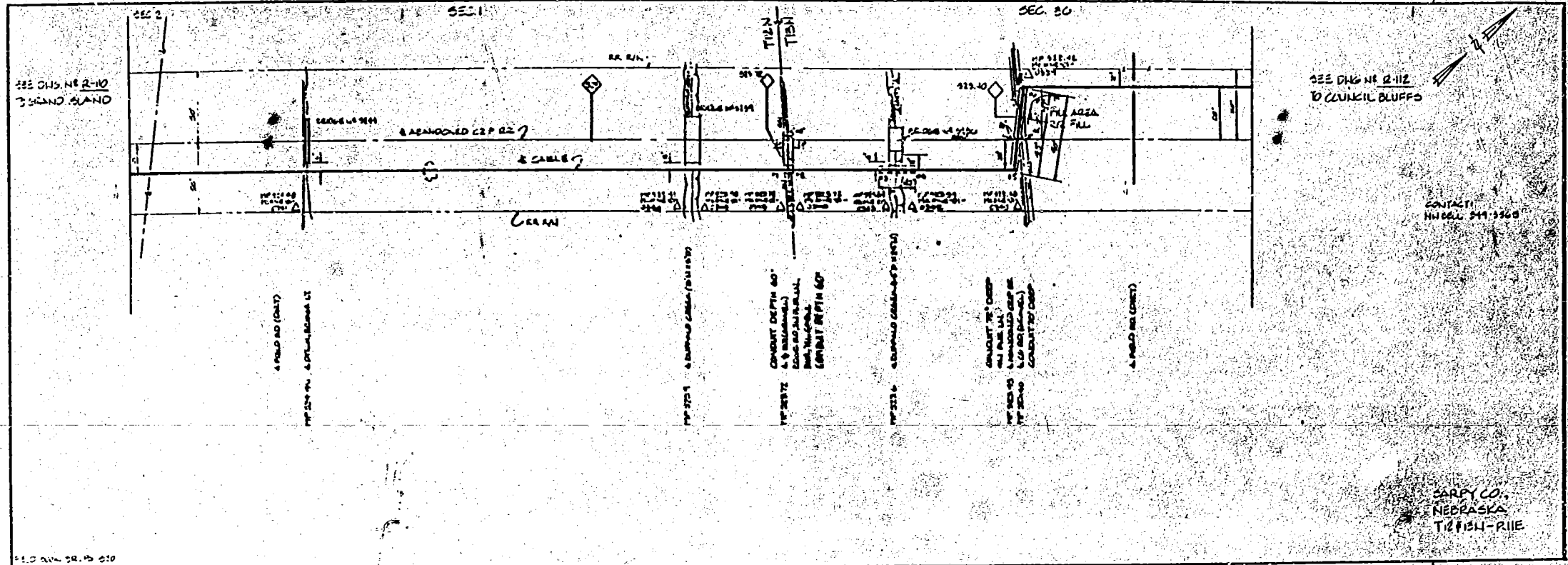
**MISCELLANEOUS**

**US Telecom**  
GRAND ISLAND TO COUNCIL BLUFFS

EST NO	2140 G
REGION	2140
ENG CO	ATTORNEY & ASSOCIATES, INC.
APPROVED BY	DATE
REVISED BY	DATE
POSTED BY	DATE

EXHIBIT "A-5"  
5/12/87

*Chicago Pacific*



PLACING DETAIL	
CABLE	
CONDUIT	
CONC	
1-4 40" x 4" SIP	
3-4 120" x 3" PVC	
3-6 30" x 4" SIP	

MARKERS	
1	
2	
3	

**US Telecom**

GRAND ISLAND TO COUNCIL BLUFFS

NO. 00

WB

EST. NO. 000100

REGION 338

ENG. CO. JEFFRIES & ASSOCIATES, INC.

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

REVIEWED BY \_\_\_\_\_ DATE \_\_\_\_\_

POSTED BY \_\_\_\_\_ DATE \_\_\_\_\_

EXHIBIT "A-6"

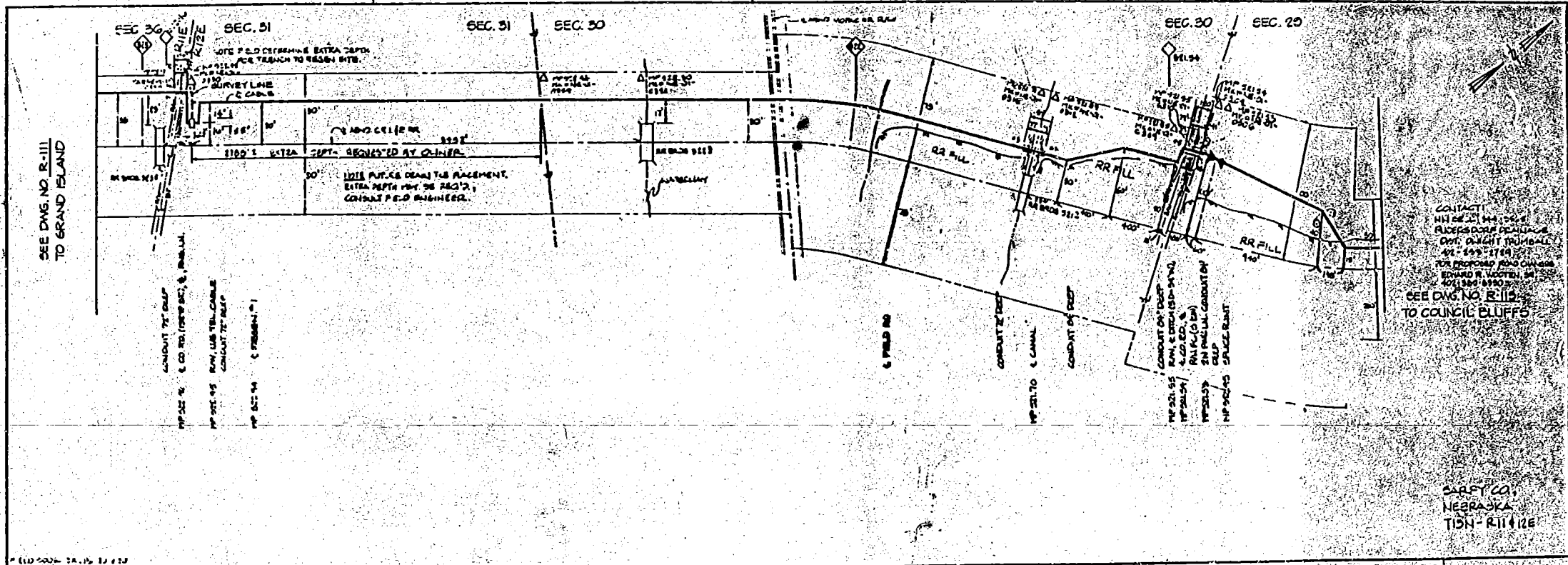
5/12/87

*Chicago Pacific*

CONTACT: HINDELL 244-3300

SARPY CO., NEBRASKA  
TIE FISH-RILE

60-2140 I



SEE DWG. NO. R-111  
TO GRAND ISLAND

CONTACT  
H.H. & J.H. ...  
RICKS ...  
DOT. ...  
70% PROPOSED ...  
EDWARD R. ...  
1011 ...  
SEE DWG. NO. R-111  
TO CONGLE BLUFFS

SARPT CO.  
NEBRASKA  
T13N-R11E

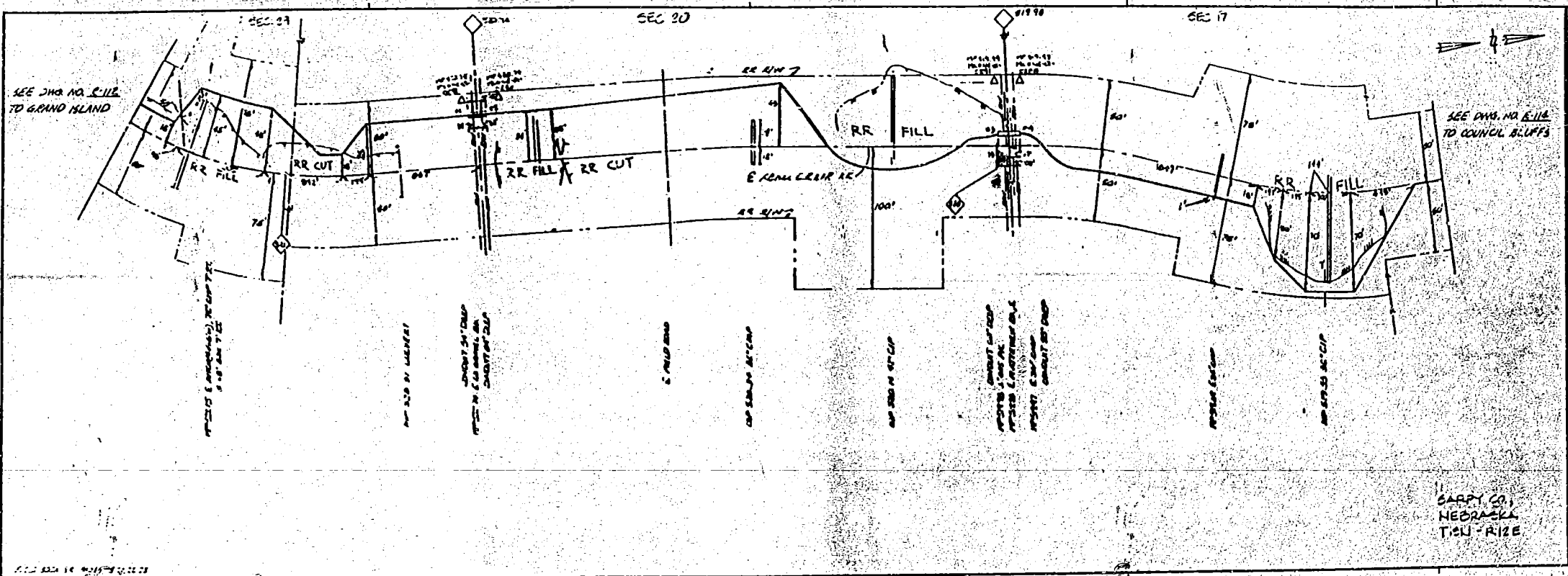
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CABLE	
CONDUIT	
2" -	
2-4.50" 4" 6"	
2-4.50" 4" 6"	
2-6.00" 4" 6"	

US Telecom	
GRAND ISLAND TO CONGLE BLUFFS	
NO.	
EST. NO.	505102
REV.	1
DATE	5/12/87
BY	...
APPROVED BY	...
DATE	
POSTED BY	...
DATE	

EXHIBIT "R-7"  
5/12/87

*Chicago Pacific*





SAPPY CO.  
NEORAOKA  
IOWA - RIZE

PLACING DETAIL	
CABLE	
CONDUIT	
1-2	20' 4" DIA
3-4	100' 4" DIA

MARKERS
MISCELLANEOUS

**US Telecom**

GRAND ISLAND TO COUNCIL BLUFFS

NO. 00

EST. NO. SC 5102      DATE: 2/11/18

REGION: 211

ENG. CO. AFFINIS & ASSOCIATES, INC.

APPROVED BY:      DATE:      DATE:      DATE:

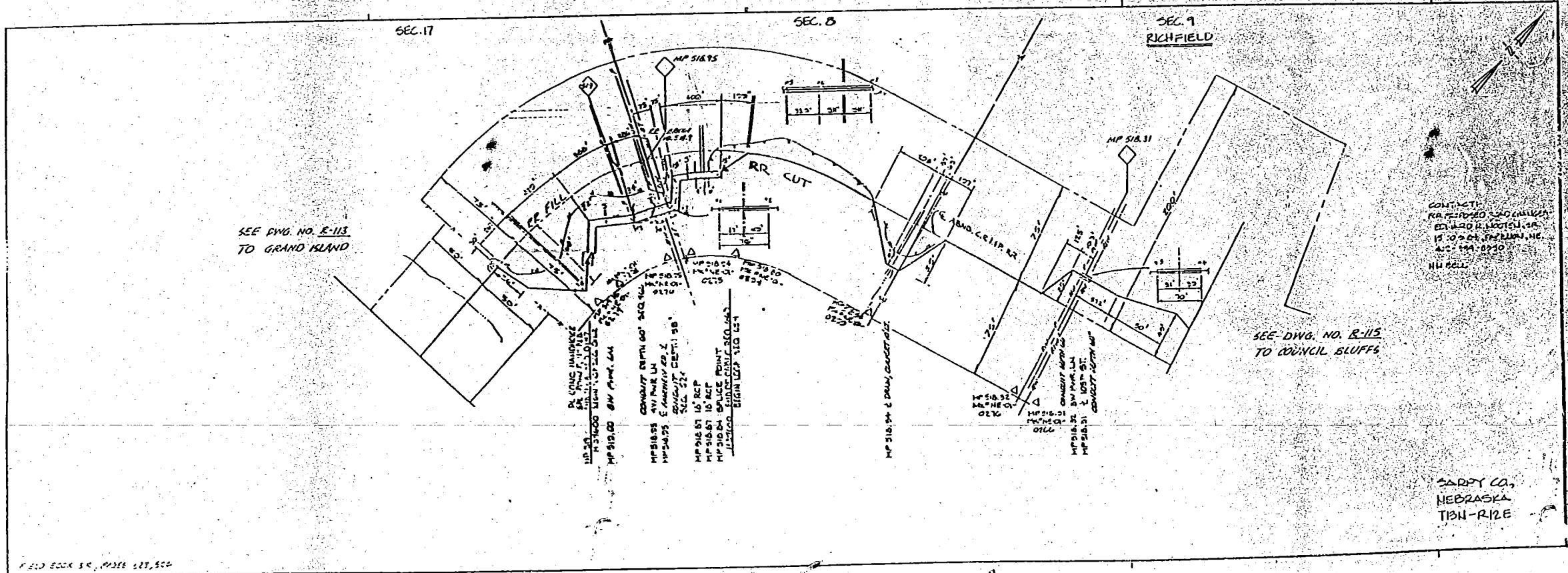
DESIGNED BY:      DATE:      DATE:      DATE:

PROJECT BY:      DATE:      DATE:      DATE:

EXHIBIT "A-8"  
5/12/18

*Chicago Pacific*

60-2140 K



F. ELD BOOK 50, PAGES 127, 522

PLACING DETAIL	
CABLE	
CONDUIT	
CPN#	
1-2	70' 4" BIP
5-6	70' 4" BIP
5-6	32.5' 1" PVC W/CHALFOPE
6-7	105' 3" BIP

MARKERS	
MISCELLANEOUS	
REVISION	
#1 9-26-86 CA. REPLACED	

**US Telecom**

GRAND ISLAND TO COUNCIL BLUFFS

NO.

EST NO. 302100

REGION

THE CO. JEFFRIES & ASSOCIATES, INC.

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

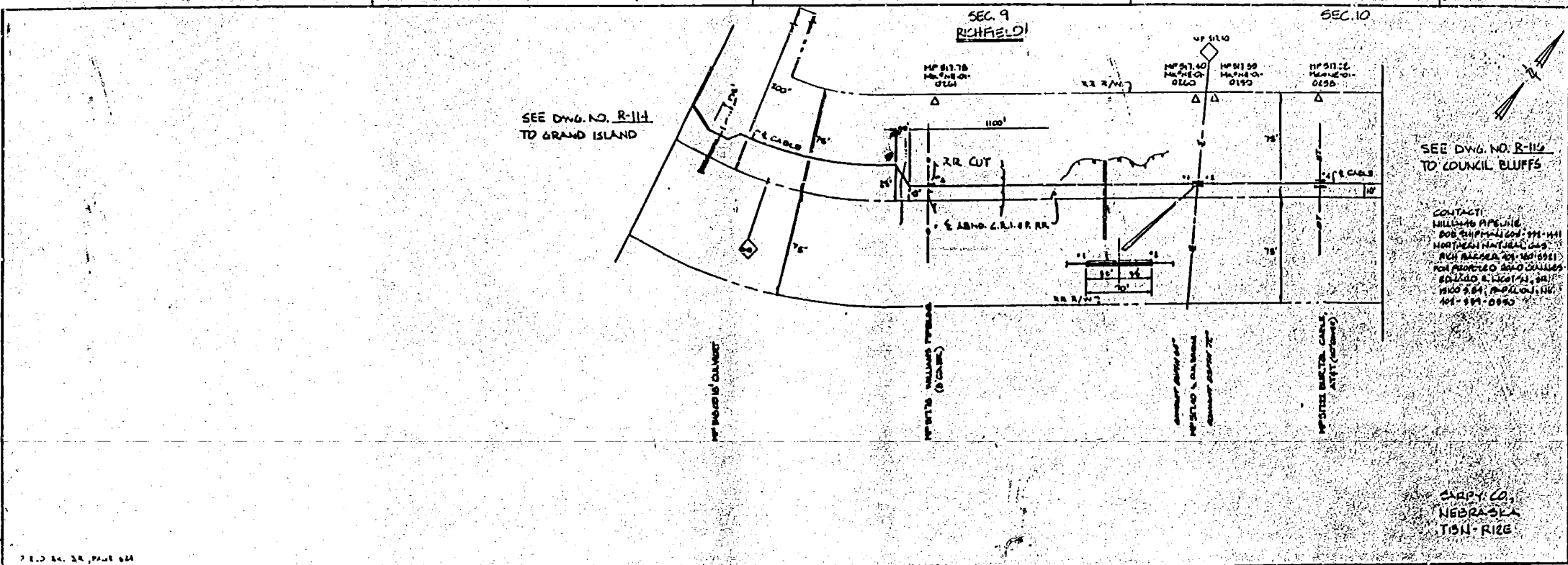
REVISED BY \_\_\_\_\_ DATE \_\_\_\_\_

POSTED BY \_\_\_\_\_ DATE \_\_\_\_\_

EXHIBIT "A-9"  
 5/15/87

*Chicago Pacific*

60-2140 L



SEE DWG. NO. R-114  
TO GRAND ISLAND

SEE DWG. NO. R-112  
TO COUNCIL BLUFFS

CONTACT:  
HILLMAN PAPER CO. 399-1441  
NORTHEAST NATIONAL GAS 394-1001  
RICH BARBER 394-1001  
FOR PROPOSED 24" CHALLENGER  
EDUCATION & RESEARCH 394-1001  
1500 S. 64th AVE. COUNCIL BLUFFS, IA  
404-394-0900

CARPY CO.  
NEBRASKA  
TISN-RIZE

PLACING DETAIL	
CABLE	
CONDUIT	
1" x 10' 4" 01P	

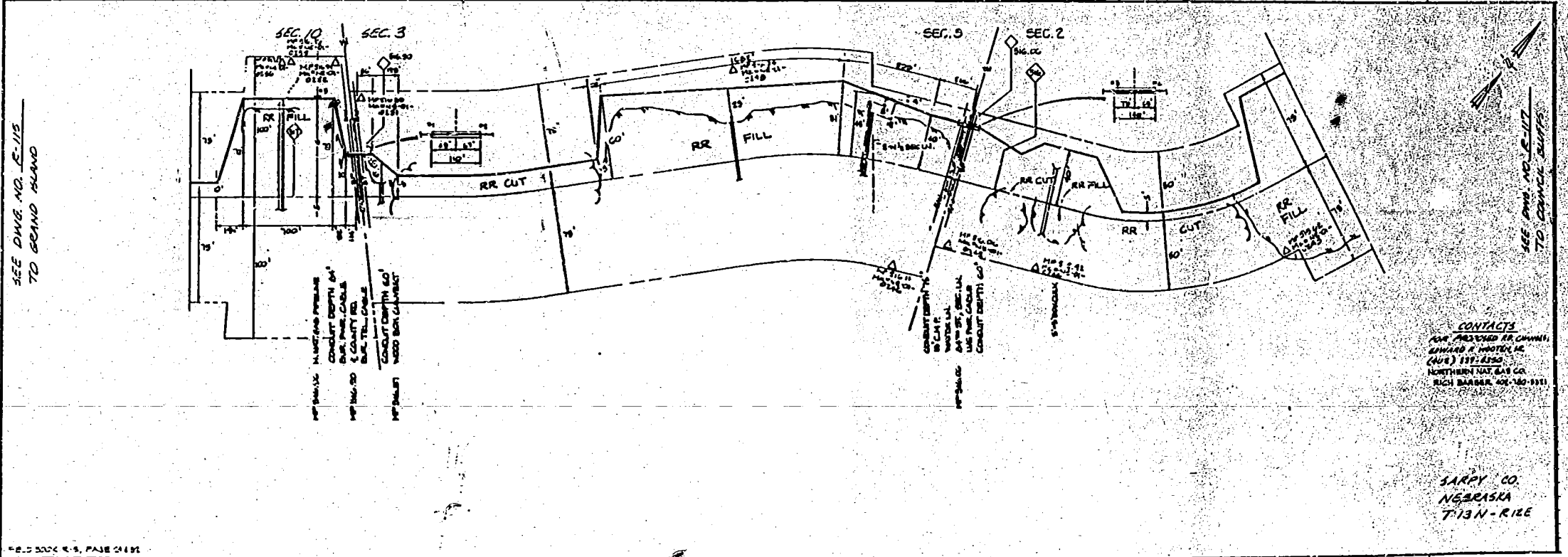
MARKERS	
MISCELLANEOUS	
3 PLANK	
4 3" SPUR STEEL (0)	

US Telecom	
GRAND ISLAND TO COUNCIL BLUFFS	
NO.	
EST NO.	503102
DESIGN	12/1/87
ENR CO.	ALFRED & ASSOCIATES, INC.
APPROVED BY	DATE
REVISION BY	DATE
POSTED BY	DATE

EXHIBIT "A-10"  
5/12/87

*Chicago Pacific*

600-2140 M



**CONTACTS**  
 FOR ABANDONED RR RIGHTS:  
 EDWARD R. WOODRUFF, JR.  
 CASE # 137-8190  
 NORTHERN NAT. GAS CO.  
 RICH BARBER, 402-180-1911

SARPY CO.  
 NEBRASKA  
 T13N-R1E

6-2-5 5004 R-3, PAGE 0181

PLACING DETAIL	
CABLE	
CONDUIT	
CP#	
1-2 110' 4" DIP	
3-4 140' 4" DIP	

MARKERS

MISCELLANEOUS	
CP#	PLANK

**US Telecom**

BRAND ISLAND TO COUNCIL BLUFFS

NO

SHEET NO. 303102

REG-04

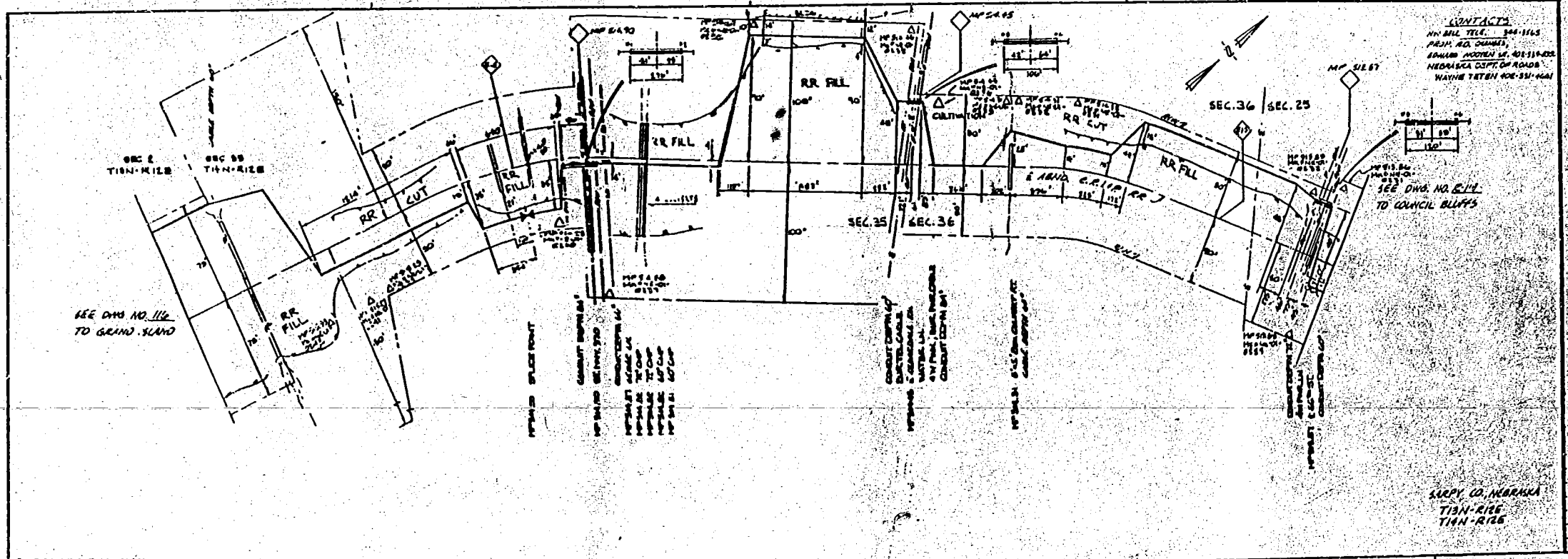
ENR. CO. JEFFREY & CARROLL, INC.

APPROVED BY	DATE
DRAWN BY	DATE
NOTED BY	DATE

EXHIBIT "A-II"  
 5/12/87

*Chicago Pacific*

60-2140 N



PLACING DETAIL

CABLE
-------

CONDUIT

CPW"	
1-2	2 1/2" 4" DIP
3-4	100' 8" DIP
5-6	100' 4" DIP

MARKERS

MISCELLANEOUS
CON 7 PLANK

US Telecom

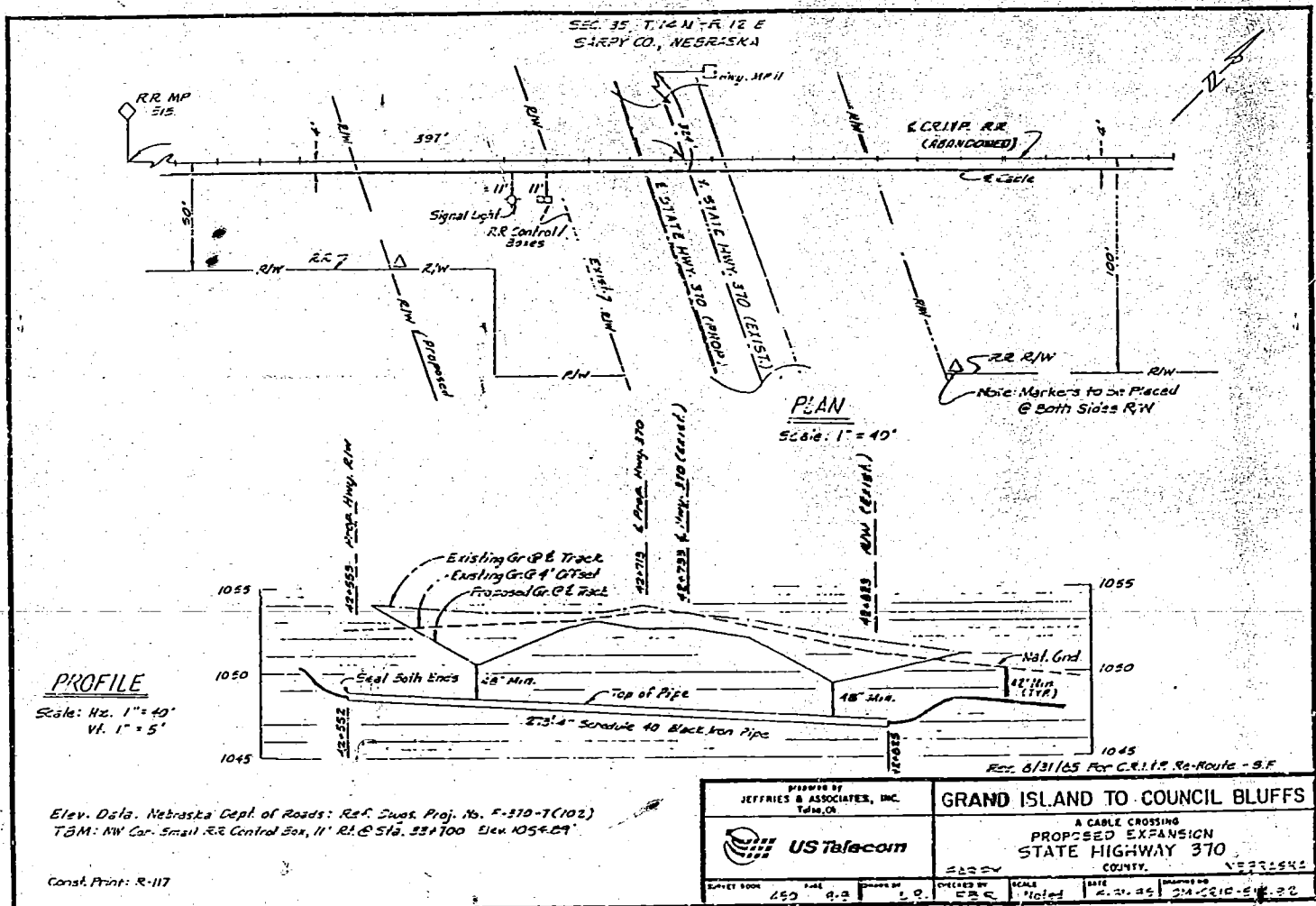
GRAND ISLAND TO COUNCIL BLUFFS

EST NO	505102	DATE	5/12/87
ASBY		BY	JHE
ENR CO	JEFFREY & ASSOCIATES, INC.	APPROVED BY	DATE
		DESIGNED BY	DATE
		DRAWN BY	DATE

EXHIBIT "A-12"  
5/12/87

*Chicago Pacific*

60-2140 0



PLACING DETAIL

Blank area for placing details.

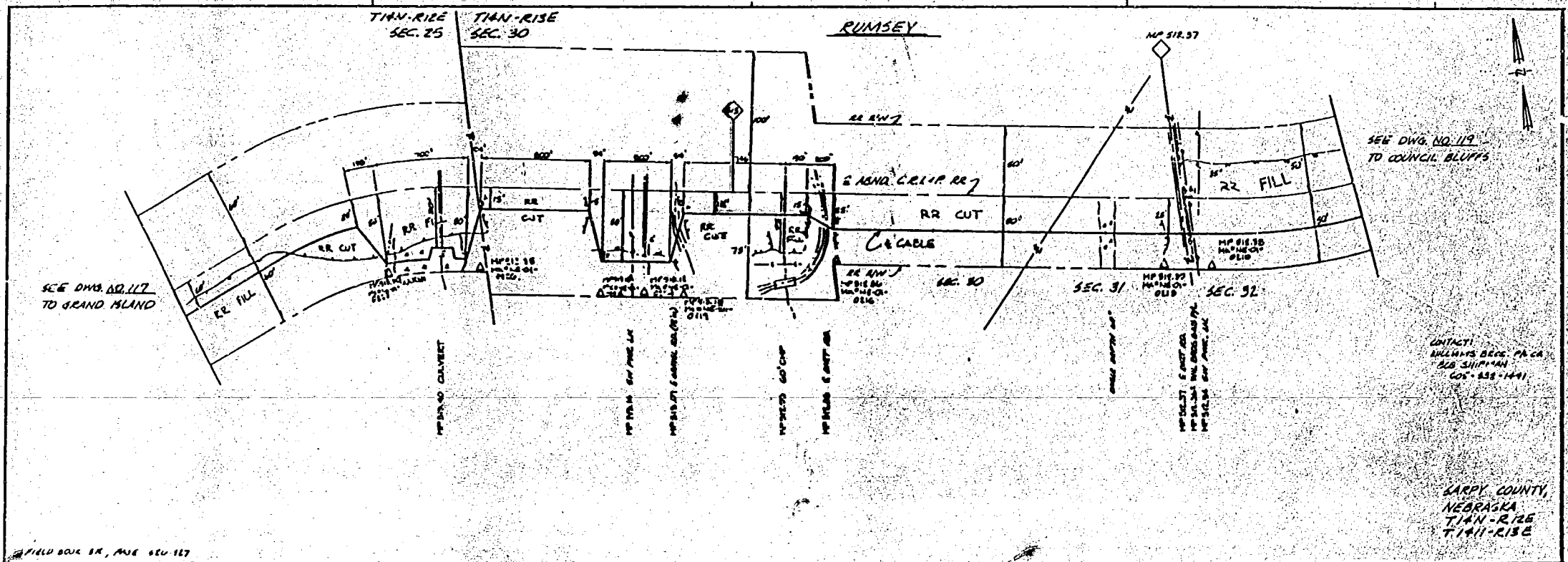


GRAND ISLAND TO COUNCIL BLUFFS	
W.D.	
W.O.	
EST. NO. 30310	POINT R-11-A
REGION	337E
ENG. CO. JEFFRIES & ASSOCIATES, INC.	
APPROVED BY	DATE
REVISED BY	DATE
POSTED BY	DATE

PREPARED BY <b>JEFFRIES &amp; ASSOCIATES, INC.</b> Tulsa, OK		<b>GRAND ISLAND TO COUNCIL BLUFFS</b> A CABLE CROSSING PROPOSED EXPANSION STATE HIGHWAY 370 COUNTY, NEBRASKA	
	DRAWN BY 250	CHECKED BY EBC	DATE 5/12/87

EXHIBIT "A-13"  
5/12/87

Chicago Pacific



SEE DWG. NO. 117  
TO GRAND ISLAND

SEE DWG. NO. 119  
TO COUNCIL BLUFFS

CONTACT:  
WILLIAMS BROS. PA. CO.  
210 SHIPMAN  
COS. 635-1441

SARPY COUNTY,  
NEBRASKA  
TIAN-RISE  
TIAN-RISE

FIELD BOOK RR, PAGE 120-127

PLACING DETAIL
CABLE
MISCELLANEOUS
FIELD PLAN

MARKERS
---------

**US Telecom**

GRAND ISLAND TO COUNCIL BLUFFS

ESTMA 303102

REGION 206

ENG CO. JEFFRIES & ASSOCIATES, INC.

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

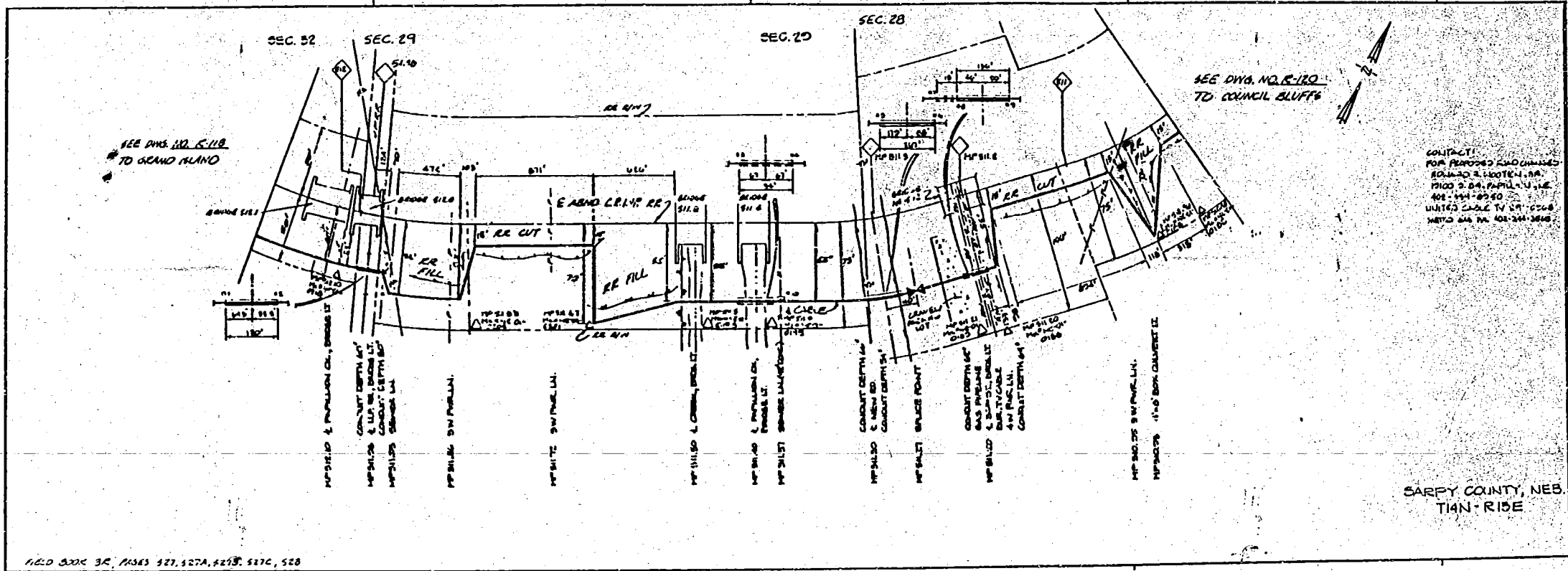
DESIGNED BY \_\_\_\_\_ DATE \_\_\_\_\_

POSTED BY \_\_\_\_\_ DATE \_\_\_\_\_

EXHIBIT "A-14"

5/12/87

*Chicago Pacific*



CONTACT:  
 FOR PROPOSED AND CHANGED  
 ROAD & LOCATIONS  
 PLOD 2.84, PAPER 11.11.11.11  
 408-44-8950  
 UNITED CABLE TV SA-0508  
 METRO 616 PA 401-344-3648

SARPY COUNTY, NEB.  
 TIAN-115E

FIELD BOOK 3C, PAGES 527, 527A, 527B, 527C, 528

PLACING DETAIL	
CABLE	
CONDUIT	
07M*	
1-2 12' 4" BIP	
3-4 13' 2" PFC	
5-6 10' 4" BIP	
7-8 13' 4" BIP	
8-9 15' 4" BIP	

MARKERS	
MISCELLANEOUS	
CIR. 10 PLANK	

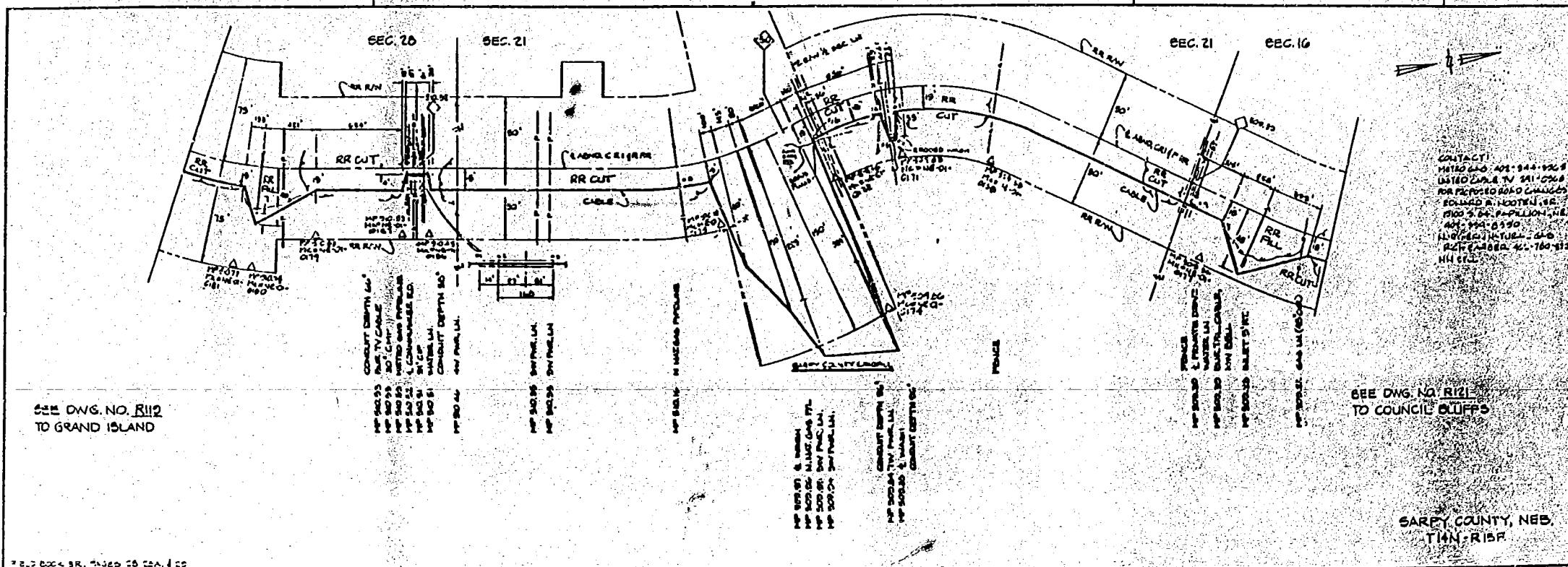
GRAND ISLAND TO COUNCIL BLUFFS	
EST NO 503102	CONTRACT NO
MEMOR	
DNE CO. JEFFERSON & ASSOCIATES, INC.	
APPROVED BY	DATE
REVIEWED BY	DATE
POSTED BY	DATE

EXHIBIT "A-15"  
 5/12/87

*Chicago Pacific*



60-2140R



CONTACT:  
 MOTO GAO 401-844-9968  
 LISTED CABLE TV 241-0968  
 RR PROPOSED ROAD CHANGES  
 COLLIER A. HOOTEN, SR.  
 1800 S. 24th AVE., P.O. BOX 111, NE  
 404-544-0130  
 ALL OTHER UTILITIES AND  
 RIGHTS OF WAY 401-760-9122  
 11/1/87

SEE DWG. NO. R112  
 TO GRAND ISLAND

SEE DWG. NO. R121  
 TO COUNCIL BLUFFS

SARDY COUNTY, NEB.  
 T14N-R16E

7 2.3 BOOK BR. 7/26/87 50 12A. 1 55

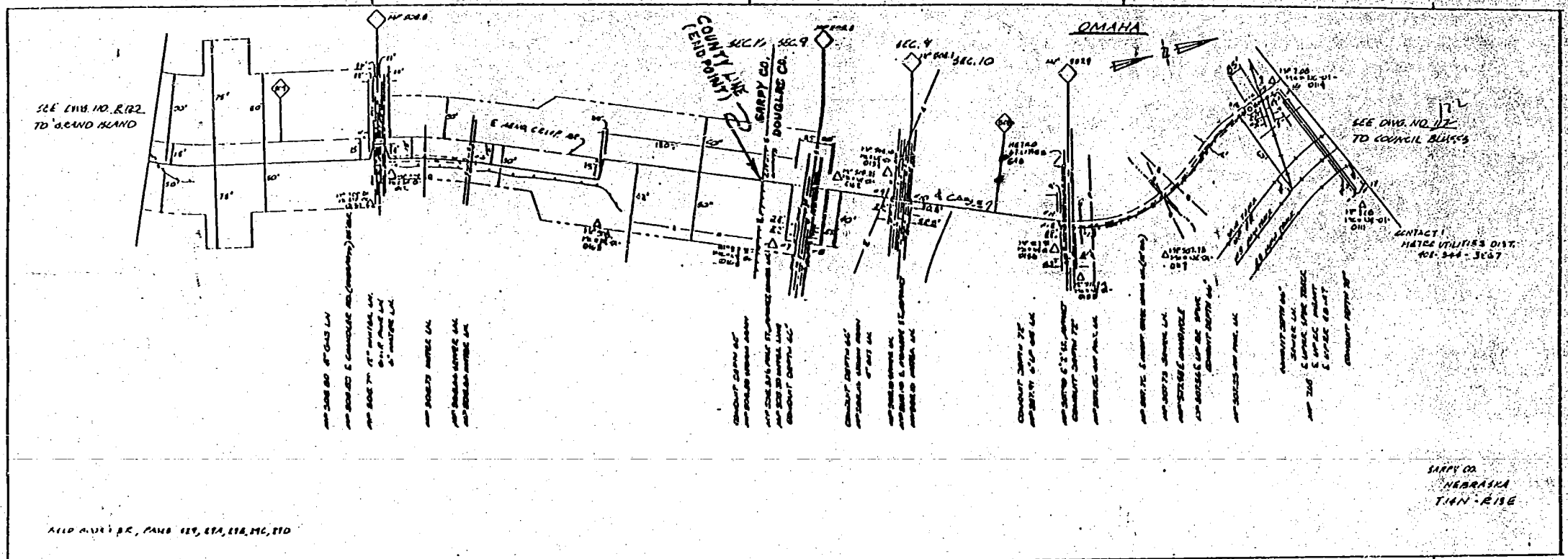
PLACING DETAIL	
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CONDUIT	
CON	
1-2 14' 4" PVC	
1-3 108' 4" DIP	
4-8 43' 4" P10	
5-6 109' 4" 51P	
3-7 40' 4" PVC	

MARKERS	
MISCELLANEOUS	
OP1	8, 9, PLANKS
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US Telecom	
GRAND ISLAND TO COUNCIL BLUFFS	
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NO.	
EST NO	30510C
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REV	03
REV	04
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REV	100

EXHIBIT "A-16"  
 5/12/87

*Chicago Pacific*



FIELD SURVY BY, PANS 119, 124, 128, 130, 131

SARPY CO.  
NEBRASKA  
TIAN-RISE

PLACING DETAIL	
CABLE	
CONDUIT	
3-4	700' 4" PVC
7-8	52' 4" BIP
9-10	383' 4" BIP
11-12	10' 4" PVC
13-14	63' 4" BIP
15-16	1700' 4" PVC
17-18	72' 4" BIP
19-20	117' 4" PVC
21-22	84' 4" BIP

MARKERS	
MISCELLANEOUS	
CONV #	18 GRAND ISLAND

**US Telecom**

GRAND ISLAND TO COUNCIL BLUFFS

NO.	18
DATE	5/12/87
DESIGNED BY	JEFFREY & ASSOCIATES, INC.
APPROVED BY	DATE
REVIEWED BY	DATE
POSTED BY	DATE

EXHIBIT "A-17"  
5/12/87

*Chicago Pacific*

EASEMENT GRANT

1985 APR 24 AM 10:35

PAGE

711

35-1114  
35-1114  
Mace Rv

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 TELECOM, INC., formerly known as UNITED TELECOM COMMUNICATIONS, INC. (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 on Exhibit "A" attached hereto and by reference made a part hereof.

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 base 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, reinstatement, 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.
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, reinstating, 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.

04357

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, reinstallator, 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

58-711B

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 April, 1985.

CHICAGO PACIFIC CORPORATION



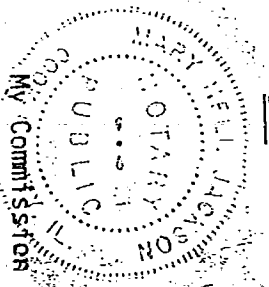
[Signature]  
ASST. SECRETARY

[Signature]

STATE OF ILLINOIS }  
COUNTY OF COOK }  
SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Chicago Pacific Corporation personally know to me to be the President of CHICAGO PACIFIC CORPORATION, a Delaware corporation, and Margy A. Jackson personally know to me to be the Asst. Secretary of said corporation, and personally know 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 Harry Hell Jackson and Asst. Secretary they signed and delivered the said instrument as 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 April, 1985.



My Commission Expires: November 1, 1987

[Signature]  
Notary Public

58-711c

UTCI  
April 15, 1985  
Sarpy Co., Nebraska

EXHIBIT A

Being a legal description of the centerline of a non-exclusive easement being ten feet in width for a fiber optics transmission cable generally described as lying parallel to and at a specified distance from the centerline of certain hereinafter described railroad track centerlines or from the centerline of Grantor's hereinafter described railroad right-of-way.

BEGINNING at the intersection of the North line of Sarpy County, Nebraska and a line 4 feet easterly of and parallel to the centerline of Grantor's railroad right-of-way, said intersection being on the North line of Section 16, Township 14 North, Range 13 East, 6th P. M.;

Thence southwesterly along said line easterly of said railroad right-of-way centerline through Sections 16, 21, 26, 29, 34, 31 and 30, Township 14 North, Range 13 East, 6th P. M.; thence continuing southwesterly through Sections 25, 26 and 35, Township 14 North, Range 12 East, 6th P.M.; thence continuing southwesterly through Sections 2, 3, 10, 9, 8, 17, 20, 29, 30 and 31, Township 13 North, Range 12 East, 6th P. M.; thence continuing southwesterly through Section 36, Township 13 North, Range 11 East, 6th P.M.; thence southwesterly through Sections 1, 2, 11, 10, 15, 16, 17, 18 and 19 to a termination at the centerline of the Platte River in said Section 19, Township 12 North, Range 11 East, 6th P.M., being also the Southerly line of Sarpy County, Nebraska.



95-15829

THIS DEED OF TRUST is made this 8 day of September, 19 95, by and between Kick's, Inc., a Nebraska Corporation whose mailing address is 1115 Limerick Rd, Omaha, NE 68126-3083 whether one or more, (hereinafter called the "Trustor"), NORWEST BANK Nebraska, National Association (hereinafter called the "Trustee"), whose mailing address is 4725 S. 84 St., Ralston, NE 68127, and NORWEST BANK Nebraska, National Association, (hereinafter called the "Beneficiary"), whose mailing address is 4725 S. 84 St., Ralston, NE 68127

WITNESSETH:

IF THIS BOX IS CHECKED I THIS DEED OF TRUST CONSTITUTES A CONSTRUCTION SECURITY AGREEMENT UNDER THE NEBRASKA CONSTRUCTION LIEN ACT AND CREATES GRANTS AND CONSTITUTES A CONSTRUCTION SECURITY INTEREST IN THE PROPERTY DESCRIBED HEREINBELOW.

WHEREAS, Trustor is indebted to Beneficiary in the principal sum of Four Hundred Thousand and 00/100 Dollars (\$ 400,000.00 ), which indebtedness is evidenced by Trustor's promissory note dated Sept. 8, 19 95, (hereinafter called the "Note"), payable to the order of Beneficiary and having a maturity of Dec. 31, 2000

NOW, THEREFORE, for the purpose of securing:

- (a) payment of the Note, together with interest thereon, late charges, prepayment penalties, any future advances, and all extensions, modifications, substitutions and renewals thereof,
(b) payment of all other sums, fees or charges, together with interest thereon, advanced to protect the security of this Deed of Trust and the performance of the covenants and agreements of Trustor, whether or not set forth herein,
(c) performance, discharge or any compliance with every term, covenant, obligation and agreement of Trustor contained herein or incorporated by reference to any other security instrument at anytime given to secure the Note, and
(d) the repayment of all other sums or future advances, with interest thereon, which may heretofore have been or hereafter be advanced by Beneficiary to Trustor or Trustor's successor in interest or title,

all of which is hereinafter collectively called the "indebtedness", Trustor irrevocably grants and transfers to Trustee, in trust, WITH POWER OF SALE, the following described property:

Lots 1, 3-8, 10-13, 15-17, 19, 21-28 and outlots A, B and C, all inclusive, in Cedarvale Industrial Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, except those portions deeded to the State of Nebraska for road purposes

together with (i) all buildings, structures, additions, enlargements, modifications, repairs, replacements, and improvements now or hereafter located thereon, (ii) all equipment, machinery and fixtures (including, without limitation, all lighting, heating, ventilating, cooking, air conditioning, sprinkling and plumbing fixtures, water and power systems, engines, boilers, ranges, ovens, dishwashers, mirrors, stoves, ranges, carpeting, furnaces, oil burners, elevators and motors, refrigeration plants or units, communication systems, dynamos, transformers, electrical equipment, storm and screen windows, doors, awnings and shades) now or hereafter attached to, or built in, any building or improvement now or hereafter located thereon, (iii) all easements and rights of way appurtenant thereto, (iv) all leasehold estate, right, title or interest in or to all leases, whether now or hereafter existing or entered into (including, without limitation, all cash and security deposits, advance rentals and deposits or payments of a similar nature), pertaining thereto, (v) all rents, issues, profits and income therefrom (subject to the right of Trustor to collect and apply such rents, issues, profits and income as they become due and payable so long as no event of default exists hereunder), (vi) all royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, (vii) all tenements, hereditaments, privileges and appurtenances belonging, used or enjoyed in connection therewith, and (viii) all proceeds of conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims (including, without limitation, proceeds of insurance and condemnation awards), all of which is hereinafter collectively called the "Trust Property".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES AS FOLLOWS:

- 1. Title, Trustor covenants, warrants and agrees with Beneficiary, its successors and assigns, that Trustor owns the Trust Property free from any prior lien or encumbrance, that this Deed of Trust is and will remain a valid and enforceable first lien on the Trust Property, that Trustor, at its expense, will preserve such title and will maintain this Deed of Trust as a first and paramount lien upon the Trust Property and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Trustor, at its expense, will cause this Deed of Trust, and each amendment or supplement hereto, to be filed and recorded as a mortgage of the Trust Property in such manner and in such place and will take such action as in the opinion of Trustee may be required by any present or future law in order to perfect, maintain and protect the lien of this Deed of Trust, as the same may be amended or supplemented from time to time. Trustor will make such further assurance or assurances to perfect its title to the Trust Property as may be required by Beneficiary. Trustor hereby relinquishes all right of dower and homestead in and to the Trust Property.
2. Payment of indebtedness: Trustor shall punctually pay the principal of and interest on the indebtedness secured hereby.
3. Construction of improvements: Trustor shall complete in good and workmanlike manner any buildings, improvements or repairs relating thereto which may be begun on the Trust Property or contemplated by the loan evidenced by the Note secured hereby, to pay when due all costs and liabilities incurred therefore, and not to permit any construction lien against such Trust Property. In the event construction of buildings, improvements or repairs are contemplated, Trustor also agrees, anything in this Deed of Trust to the contrary notwithstanding: (a) to promptly commence any such work and to complete the proposed improvements promptly, (b) to complete the same in accordance with the plans and specifications as approved by Beneficiary, (c) to comply with all the terms of a building loan agreement, if any, between Trustor and Beneficiary, the terms of which are incorporated herein by reference and made a part hereof, (d) to allow Beneficiary to inspect the Trust Property at all times during construction, and (e) to replace any work or materials unsatisfactory to Beneficiary within fifteen (15) days after written notice from Beneficiary of such fact.
4. Funds for Payment of Charges: Subject to applicable law or to a written waiver by Beneficiary, Trustor shall pay to Beneficiary on the first day of each month, or such other date each month as may be specified by Beneficiary, until the indebtedness is paid in full, a sum (hereinafter called the "Funds") equal to 1/12th of the yearly taxes and assessments which may attach priority over this Deed of Trust and ground rents on the Trust Property, if any, plus 1/12th of the yearly premium installments for hazard insurance, plus 1/12th of the yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Beneficiary on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency including Beneficiary. Beneficiary shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Beneficiary shall not be required to pay Trustor any interest or earnings on the Funds. Beneficiary shall give to Trustor, upon charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the indebtedness secured by this Deed of Trust. If the amount of the Funds held by Beneficiary, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Trustor's option, either promptly repaid to Trustor or credited to Trustor against future monthly installments of Funds. If the amount of the Funds held by Beneficiary shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Trustor shall pay to Beneficiary any amount necessary to make up the deficiency within thirty days from the date notice is mailed by Beneficiary to Trustor requesting payment thereof. Upon payment in full of all indebtedness, Beneficiary shall promptly return to Trustor any Funds held by Beneficiary. If the Trust Property is sold under the power of sale or the Trust Property is otherwise acquired by Beneficiary, Beneficiary shall apply, immediately prior to the sale of the Trust Property or its acquisition by Beneficiary, any Funds held by Beneficiary at the time of application as a credit against the indebtedness. If Beneficiary executes a written waiver of Trustor's obligations under this paragraph 4, Trustor covenants and agrees to pay, before the same becomes due, all taxes, assessments,

95-15829A

- Insurance premiums, ground rents, and all other charges whatsoever levied upon or assessed, placed or made against the Trust Property. Trustor further agrees, upon written request by Beneficiary, to promptly deliver to Beneficiary all receipts for the payment of such charges. Trustor likewise agrees to pay all taxes, assessments and other charges levied upon or assessed, placed or made against, or measured by, this Deed of Trust or the recordation hereof.
- Application of Payments. All payments received by Beneficiary as to any debt, liability or obligation owed to Beneficiary by Trustor may be applied by Beneficiary to the payment of the indebtedness or to any such other debt, liability or obligation, in any order or manner of application which Beneficiary, in its absolute discretion, deems appropriate. Unless otherwise elected by Beneficiary, any such payment shall be deemed applied first to the payment of any debt, liability or obligation other than the Note.
- Charges; Liens. Trustor will keep the Trust Property free from all liens and encumbrances which in any way may, in the judgment of Beneficiary, have priority over, or impair the security of, this Deed of Trust but Trustor need not discharge any such lien so long as Trustor shall agree, in writing, to pay the obligation secured by such lien in a manner acceptable to Beneficiary and shall in good faith contest such lien by appropriate legal proceedings effective to prevent the enforcement of the lien and the loss of any interest in or part of the Trust Property.
- Hazard Insurance. Trustor shall keep the buildings and other improvements now existing or hereafter erected on the Trust Property insured by insurance carriers satisfactory to Beneficiary against loss by fire, hazards included in the term "extended coverage" and such other hazards, casualties and contingencies as may be required by Beneficiary, in such amounts and for such periods as may be required by Beneficiary. The policy of insurance shall be in form acceptable to Beneficiary, provide that the same may not be cancelled or modified without fifteen (15) days prior written notice to Beneficiary, and shall have loss payable provisions in favor of and in form acceptable to Beneficiary. All premiums on insurance policies shall be paid in the manner provided under paragraph 4 hereof or, if not paid in such manner, by Trustor making payment at least fifteen (15) days prior to the due date, directly to the insurance carrier. Beneficiary shall have the right to hold the policies and renewals thereof and Trustor shall promptly furnish to Beneficiary all renewal notices and all paid premium receipts received by it. In no event shall Beneficiary or Trustee be held responsible for failure to pay insurance premiums or for any loss or damage arising out of a defect in any policy or arising out of any failure of any insurance company to pay for any loss or damage insured against or for failure by Trustor to effect the insurance required hereunder. In the event of loss, Trustor shall give prompt notice by mail to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly or in proper form by Trustor. All policies of insurance carrier and any and all refunds of unearned premiums are hereby assigned to Beneficiary as additional security for the payment of the indebtedness. In the event of Beneficiary's exercise of the power of sale contained herein, or in the event of foreclosure, all right, title and interest of Trustor in and to any insurance policy then in force shall pass to the purchaser at the trustee's sale or foreclosure sale. In case of any loss, the insurance proceeds may, at the option of Beneficiary, be applied by Beneficiary upon the indebtedness, or any part thereof, and in such order and amount as Beneficiary may determine, or said insurance proceeds, at the option of Beneficiary, may either be used in replacing or restoring the Trust Property partially or totally destroyed to a condition satisfactory to Beneficiary, or said insurance proceeds, or any portion thereof, may be released to Trustor. Unless Beneficiary and Trustor otherwise agree in writing, any such application of insurance proceeds shall not extend or postpone the due date of the Note, or any installments called for therein, or change the amount of such installments. If the Trust Property is acquired by Beneficiary pursuant to the exercise of the power of sale or other foreclosure, all right, title and interest of Trustor in and to any insurance proceeds payable as a result of damage to the Trust Property prior to the sale or acquisition shall pass to Beneficiary and shall be applied first to the costs and expenses, including attorney fees, incurred in collecting such proceeds, then in the manner and in the order provided herein.
- Preservation and Maintenance of Trust Property. Trustor will keep the buildings and other improvements now or hereafter erected on the Trust Property in good repair and condition and will not commit or permit waste, will not alter the design or structural character constituting any building now or hereafter erected on and not constituting the Trust Property without the prior written consent of Beneficiary, will not do any act or thing which would unduly impair or depreciate the value of the Trust Property and will not abandon the Trust Property. Trustor will not remove any fixtures constituting the Trust Property unless the same are immediately replaced with like property subject to the lien and security interest of this Deed of Trust and of at least equal value and utility. Trustor will comply with all present and future ordinances, regulations and requirements of any governmental body which are applicable to the Trust Property and to the occupancy and use thereof. If this Deed of Trust is on a unit in a condominium or a planned unit development, Trustor shall perform all of Trustor's obligations under the declarations or covenants creating or governing the condominium or the planned unit development, the bylaws and regulations of the condominium or planned unit development, and the condominium documents.
- Inspection. Beneficiary or its agents may, at all reasonable times, enter upon the Trust Property for the purpose of inspection. Beneficiary shall have no duty to make such inspection and shall not be liable to Trustor or to any person in possession if it makes or fails to make any such inspection.
- Protection of Security. If Trustor fails to perform any of the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which does or may adversely affect the Trust Property or the interest of Trustor or Beneficiary therein or the title of Trustor thereto, then Beneficiary, at its option, may perform such covenants and agreements, make such expenditures, defend against and investigate such action or proceeding and take such other action as Beneficiary deems necessary to protect its interest including, but not limited to, disbursement of reasonable attorney fees and entry upon the Trust Property to make repairs. Any amount disbursed by Beneficiary pursuant to this paragraph 10, with interest thereon, shall constitute indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amount shall be payable upon notice from Beneficiary to Trustor requesting payment thereof, and shall bear interest from the date of disbursement of the debt. If any, set forth in the Note, or otherwise at the highest rate permitted by law. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action hereunder. Trustor irrevocably authorizes and empowers Beneficiary to enter upon the Trust Property as Trustor's agent and, in Trustor's name or otherwise to perfect any and all covenants and agreements to be performed by Trustor as herein provided. Beneficiary shall, at its option, be subrogated to any circumstances, lien claims or demands and to all rights and securities for the payment thereof paid or discharged by Beneficiary under the provisions hereof and any such subrogation rights shall be additional and cumulative security for this Deed of Trust.
- Condemnation. The proceeds of any award or claim for damage, direct or consequential, in connection with any condemnation or other taking of the Trust Property, or any part thereof, or for condemnation in law or in equity of any condemnation, are hereby assigned to and shall be paid to Beneficiary. Trustor will file and prosecute, in good faith and with due diligence, in either by any such award or payment, and will cause the same to be collected and paid to Beneficiary and, directly to it or to its Trustee, irrevocably authorizes and empowers Beneficiary, in the name of Trustor or otherwise, to file, prosecute, settle or compromise any such claim and to collect, receipt for and retain the proceeds. If the Trust Property is abandoned by Trustor or otherwise by Beneficiary to Trustor then the condemnor offers to make an award or other claim for damage, Trustor shall request its attorney within thirty (30) days after the date such notice is mailed. Beneficiary is authorized to collect and apply the proceeds to the award or other claim. The proceeds of any award or claim may, after deducting all reasonable costs and expenses, including attorney fees, which may have been incurred by Beneficiary in the collection thereof, at the sole discretion of Beneficiary, be returned to Trustor, applied to the restoration of Trust Property, or applied to the payment of the indebtedness. Unless Beneficiary and Trustor otherwise agree to nothing any such application of proceeds to indebtedness shall not extend or postpone the due date of the Note or the payment of any installments called for hereunder.
- Trustor Not Released. Extension of this time for payment or satisfaction of any condemnation or other taking of the Trust Property to any successor in interest of Trustor shall not operate to release, in any manner, the liability of Trustor and Trustor's successors to interest. Beneficiary shall not be required to commence proceedings against such successor or to extend time for payment or otherwise modify or vary the authorization of the indebtedness by reason of any demand made by Trustor and Trustor's successors in interest.
- Financial Information. Upon request of Beneficiary, Trustor will provide to Beneficiary, within ninety (90) days of the close of each fiscal year of Trustor, the consolidated balance sheet and statement of earnings of Trustor and any and all guarantees of the indebtedness secured hereby, if any, and will provide and deliver to Beneficiary such other financial information and in such manner as Beneficiary may reasonably request from time to time.
- Financial Covenants. In addition to any other financial covenants of Trustor made in any other agreement, instrument or document, Trustor shall comply with and shall cause any and all guarantors of the indebtedness secured hereby to comply with, if the compliance with, the following financial covenants: (This paragraph shall not apply if covenants and requirements are set out forth herein.)
- Schedule of Leases. Within ten (10) days after demand, Trustor shall furnish to Beneficiary a schedule, certified to by Trustor, setting forth all leases of the Trust Property, or any portion thereof, including in each case, the name of the lessee or lessees, a description of the space occupied by such tenant or occupant, the rental payable for such space, and such other information and documents with respect to such leases and tenancies as Beneficiary may reasonably request.



- 16. **Covenants of Trustor with Respect to Leases.** Without the prior written consent of Beneficiary, Trustor shall not, directly or indirectly, with respect to any lease of space in the Trust Property, or any portion thereof, whether such lease is now or hereafter in existence:
  - (a) Accept or permit any prepayment, discount or advance payment of rent hereunder in excess of one month,
  - (b) Cancel or terminate the same, or accept any cancellation, termination or surrender in excess of one month,
  - (c) Amend or modify the same so as to reduce the term thereof, the rental payable thereunder, or to change any renewal provisions therein contained,
  - (d) Waive any default thereunder or breach thereof,
  - (e) Give any consent, waiver or approval thereunder or take any other action in connection therewith, or with a lessee thereunder, which would have the effect of impairing the value of the lessor's interest thereunder or the property subject thereto, or of impairing the position or interest of Beneficiary therein, or
  - (f) Sell, assign, pledge, mortgage or otherwise dispose of, or encumber its interest in any said lease or any rents, issues, profits issuing or arising thereunder.
- 17. **Waiver of Statute of Limitations.** Time is of the essence in all of Trustor's obligations and duties hereunder, and to the extent permitted by law, Trustor waives all present or future statutes of limitations with respect to any debt, demand or obligation secured hereby and any action or proceeding for the purpose of enforcing this Deed of Trust or any rights or remedies contained herein.
- 18. **Assignment of Deposits.** In the event construction of improvements is contemplated by the loan evidenced by the Note secured hereby, as additional security thereto, Trustor hereby transfers and assigns to Beneficiary, all right, title and interest to any and all monies deposited by or on behalf of Trustor with any city, county, public body or agency, sanitary district, utility company, and any other body or agency, for the installation or to secure the installation of any utility by Trustor, pertaining to the Trust Property.
- 19. **Corporation or Partnership Existence.** If Trustor is a corporation, general partnership, or limited partnership, it will do all things necessary to preserve its corporate or partnership existence, as the case may be, and all rights and privileges under the laws of the state of its incorporation or organization.
- 20. **Forbearance by Beneficiary Not a Waiver.** Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or the discharge of liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness.
- 21. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 22. **Successors and Assigns Bound, Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary, Trustee, and Trustor. All covenants and agreements of Trustor shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 23. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be given by mailing such notice by certified mail, return receipt requested addressed to Trustor at its mailing address set forth above or at such other address as Trustor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary or Trustee shall be given by certified mail, return receipt requested, to Beneficiary's and Trustee's mailing address stated herein or to such other address as Beneficiary or Trustee may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Trustor, Beneficiary or Trustee when given in the manner designated herein.
- 24. **Governing Law; Severability.** This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect with the conflicting provisions and to this end the provisions of this Deed of Trust are declared to be severable.
- 25. **Events of Default.** Each of the following occurrences shall constitute an event of default hereunder, (hereinafter called an "Event of Default"):
  - (a) Trustor shall fail to pay when due any principal, interest, or principal and interest on the indebtedness,
  - (b) Any warranty of title made by Trustor herein shall be untrue,
  - (c) Trustor shall fail to observe or perform any of the covenants, agreements, or conditions in this Deed of Trust,
  - (d) Any representation or warranty made by Trustor on any financial statements or reports submitted to Beneficiary by or on behalf of Trustor shall prove false or materially misleading,
  - (e) Trustor shall fail to perform or observe any of the covenants, conditions or agreements contained in, or binding upon Trustor under any building loan agreement, security agreement, loan agreement, financing statement, or any other agreement, instrument or document executed by Trustor in connection with the loan evidenced by the Note,
  - (f) A trustee, receiver or liquidator of the Trust Property or of Trustor shall be appointed, or any of the creditors of Trustor shall file a petition in bankruptcy against Trustor, or for the reorganization of Trustor pursuant to the Federal Bankruptcy Code, or any similar law, whether federal or state, and if such order or petition shall not be discharged or dismissed within thirty (30) days after the date on which such order or petition was filed,
  - (g) Trustor shall file a petition pursuant to the Federal Bankruptcy Code or any similar law, federal or state, or if Trustor shall be adjudged a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall consent to the appointment of a receiver of all or any part of the Trust Property,
  - (h) Final judgment for the payment of money shall be rendered against Trustor and Trustor shall not discharge the same, or cause it to be discharged, within thirty (30) days after the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based, or entered, and secure a stay of execution pending such appeal,
  - (i) Trustor shall sell or convey the Trust Property, or any part thereof, or any interest therein, or shall be divested of its title, or any interest therein, in any manner or way, whether voluntarily or involuntarily, without the written consent of Beneficiary being first had and obtained, or
  - (j) If Trustor is a corporation or partnership and more than fifty percent (50%) of the shares or beneficial interests in such corporation or partnership, as the case may be, shall be transferred or conveyed, whether voluntarily or involuntarily, without the written consent of Beneficiary being first had and obtained.
- 26. **Acceleration of Debt; Foreclosure.** Upon the occurrence of any Event of Default, or any time thereafter, Beneficiary may, at its option, declare all the indebtedness secured hereby immediately due and payable and the same shall bear interest at the default rate, if any, set forth in the Note, or otherwise at the highest rate permitted by law, and, irrespective of whether Beneficiary exercises said option, it may, at its option and in its sole discretion, without any further notice or demand to or upon Trustor, do one or more of the following:
  - (a) Beneficiary may enter upon, take possession of, manage and operate the Trust Property or any part thereof, make repairs and alterations and do any acts which Beneficiary deems proper to protect the security thereof, and either with or without taking possession, in its own name, sue for or otherwise collect and receive rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees and Beneficiary's costs, upon the indebtedness secured hereby and in such order as Beneficiary may determine. Upon request of Beneficiary, Trustor shall assemble and shall make available to Beneficiary any of the Trust Property which has been removed. The entering upon and taking possession of the Trust Property, the collection of any rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring, or affect any notice of default or notice of sale hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Beneficiary's continuance in possession or receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon or after the occurrence of an Event of Default, including the right to exercise the power of sale. Any of the actions referred to in this paragraph may be taken by Beneficiary at such time as Beneficiary may determine without regard to the adequacy of any security for the indebtedness secured hereby.
  - (b) Beneficiary shall, without regard to the adequacy of any security for the indebtedness secured hereby, be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of, protect, and manage the Trust Property and operate the same and collect the rents, issues and profits therefrom.
  - (c) Beneficiary may bring any action in any court of competent jurisdiction to foreclose this Deed of Trust or enforce any of the covenants hereof.

95-15829C

(d) Beneficiary may elect to cause the Trust Property or any part thereof to be sold under the power of sale, and in such event, Beneficiary or Trustee shall give such notice of default and notice of sale as may be then required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such Trust Property, or any part thereof specified by Beneficiary, at public auction to the highest bidder for cash in lawful money of the United States of America. Upon receipt of payment of the price bid, Trustee shall apply the proceeds in the following order: (i) to the cost and expenses of exercising the power of sale and of the sale, including but not limited to, trustee's fees or not more than \$500.00 plus one-half of one percent of the gross sale price, and reasonable attorney fees, (ii) to the indebtedness, and (iii) the excess, if any, to the person or persons legally entitled thereto.

All costs and expenses incurred by Beneficiary in enforcing any right under this Deed of Trust, including without limitation, abstract or title fees, appraisal fees, premiums for title insurance, attorney fees and court costs, shall be and constitute Indebtedness secured hereby.

27. Duties of Trustee. Trustor agrees that:

- (a) Duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee.
- (b) No provision of this Deed of Trust shall require Trustee to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.
- (c) Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and reliance thereon, and
- (d) Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Deed of Trust.

28. Security Agreement and Fixture Filing. This Deed of Trust shall constitute a security agreement and fixture filing under the provisions of the Nebraska Uniform Commercial Code with respect to those fixtures described in the preambles hereof as constituting a part of the Trust Property, together with all other property of Trustor, either similar or dissimilar to the same, now or hereafter located at or on the Trust Property.

29. Future Advances. Upon request of Trustor, Beneficiary, at Beneficiary's option, prior to full reconveyance of the Trust Property by Trustee to Trustor, may make future advances to Trustor. Such future advances, with interest thereon, shall be secured by this Deed of Trust. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced to protect the security, exceed the total sum of \$400,000.00. Advances of disbursements made by Beneficiary to protect the security, under the terms hereof, while discretionary, shall not be deemed to be optional advances.

30. Reconveyance. Upon payment of all indebtedness secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Trust Property and shall surrender this Deed of Trust and all notes evidencing Indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Trust Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

31. Substitute Trustee. Beneficiary, at its option, may from time to time remove Trustee and appoint a Successor Trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Trust Property, the Successor Trustee shall succeed to all title, power and duties conferred upon Trustee herein and by applicable law.

32. Miscellaneous Rights of Beneficiary. Beneficiary may at any time and from time to time, without notice, consent to the making of any plat of the Trust Property or the creator of any easement thereon or any covenants restricting use or occupancy thereof or agree to alter or amend the terms of this Deed of Trust. Any personal property remaining upon the Trust Property after the Trust Property has been possessed or occupied by Beneficiary, its agent or any purchaser following Trustee's sale, foreclosure, or under any deed in lieu of Trustee's sale or foreclosure, shall be conclusively presumed to have been abandoned by Trustor.

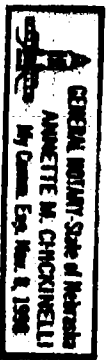
33. Notice to Trustor. Trustor hereby requests that a copy of any notice of default and notice of sale made or executed by Trustee pursuant to the provisions hereof be sent to Trustor at its mailing address set forth hereinabove.

IN WITNESS WHEREOF, this Deed of Trust has been duly executed the day and year first above written.

STATE OF NEBRASKA )  
 COUNTY OF DOUGLAS ) ss.  
 \_\_\_\_\_  
 Kenneth J. Ritter, Secretary

On this 8 day of September, 19 95, before me, a notary public in and for said county, personally came Kenneth J. Stahl,  
 of \_\_\_\_\_, President of \_\_\_\_\_, and Francis J. Ritter, Secretary,  
 signed the foregoing Deed of Trust and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on this the 8th day and year last above written.



Notary Public  
*Annette M. Chickinelli*  
 My Commission Expires 11-8-98

STATE OF NEBRASKA )  
 COUNTY OF \_\_\_\_\_ ) ss.  
 \_\_\_\_\_  
 \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a notary public in and for said county, personally came \_\_\_\_\_,  
 and \_\_\_\_\_, known to me to be the identical persons who  
 signed the foregoing Deed of Trust and acknowledged the execution thereof to be their voluntary act and deed.  
 WITNESS my hand and notarial seal on this the \_\_\_\_\_ day and year last above written.

(SEAL)  
 Notary Public  
 My Commission Expires

Return to: Norwest Bank Nebraska, N.A.  
 P.O. Box 3408  
 Omaha, NE 68103  
 Attn: LDA Dept.

89-04524

THIS INDENTURE, Made this 18 day of April, 1989, between CEDARDALE SELF STORAGE, A NEBRASKA PARTNERSHIP, in the year one thousand

of the first part, and KICK'S INC., A NEBRASKA CORPORATION,

WITNESSETH that the said part ies of the first part, in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION (\$1.00) - - - - - DOLLARS, to them duly paid, the receipt whereof is hereby acknowledged they remised, released, and quit-claimed, and by these presents do remise, release and forever quit-claim unto the said parties of the second part, and to his, her or their heirs and assigns forever, all his, her or their right, title and interest, in and to all the following:

- TRACT 1: See Attached
- TRACT 2: See Attached
- TRACT 3: See Attached

SEARCHED \_\_\_\_\_  
 INDEXED \_\_\_\_\_  
 GRANTED \_\_\_\_\_  
 FILED \_\_\_\_\_  
 RECORDED \_\_\_\_\_  
 FEB 3 \_\_\_\_\_  
 11 05

NEBRASKA DOCUMENTARY  
 STAMP TAX  
 APR 19 1989  
 \$ 8 19 BY e

FILED SARY CO. INC.  
 INSTRUMENT NUMBER  
 89-04524  
 APR 19 1989 10 34  
 OFFICE OF RECORDS

TO HAVE AND TO HOLD the above described premises unto the said grantee and to grantee's heirs and assigns forever so that neither the said grantor, nor any person in his, her or their name and behalf, shall of will hereafter claim or demand any right or title to the said premises or any part thereof, but they and every one of them shall by those presents be excluded and forever barred.

Francis J. Ritter, A Partner

Kenneth L. Stahl, A Partner

STATE OF NEBRASKA, County of Sarpy

Before me, a notary public qualified for said county, personally came Francis J. Ritter and Kenneth L. Stahl, Partners of Cedarvale Self Storage, A Nebraska Partnership, known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her

Witness my hand and Notary Public Seal on this April 18 1989, at Omaha, Nebraska, My commission expires: February 28, 1991

STATE OF \_\_\_\_\_, County of \_\_\_\_\_, ss. Entered on numerical index and filed for record in the Register of Deeds Office of said County the

day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock and \_\_\_\_\_ minutes \_\_\_\_\_ M., and recorded in Book \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_ minutes \_\_\_\_\_ M. Reg. of Deeds Deputy

04524

95-15829 D

95-15829

95 SEP 15 PM 11:17

REGENT

*[Handwritten signature]*

Counter

*[Handwritten signature]*

Verify

*[Handwritten initials]*

D/E

Proof

Fee \$

58.00

Cash

Chg

TRACT 1: That part of the NE $\frac{1}{4}$  and SE $\frac{1}{4}$  of Section 25, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:  
Beginning at the intersection of the Northwestern R.O.W. line of abandoned Rock Island Railroad and the East line of the NE $\frac{1}{4}$ ; thence South along the East line of said NE $\frac{1}{4}$  a distance of 264.60 feet to a point on the Southeastly R.O.W. line of abandoned Rock Island Railroad; thence Southwesterly along the Southeastly R.O.W. line of said abandoned Rock Island Railroad a distance of 2116.88 feet to a point of curvature to the left; thence Southwesterly along a 2764.83 foot radius curve an arc distance of 9.47 feet to a point on the Northerly R.O.W. line of existing Nebraska State Hwy 370; thence Northwesterly along the Northerly R.O.W. line of said existing Nebraska State Hwy. 30 a distance of 230.49 feet to a point on a non-radial curve to the right; thence along a 2964.83 foot radius curve and along the Northwesterly R.O.W. line of abandoned Rock Island Railroad an arc distance of 129.11 feet to a point of tangency; thence Northeastly along the Northwestern R.O.W. line of said abandoned Rock Island Railroad a distance of 2290.12 feet to a point of beginning.

CONTAINS: 4,587.00 Square feet or 10.44 acres more or less.

TRACT 2: A tract of land located in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  and the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 25, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more fully described as follows:  
Beginning at the E $\frac{1}{2}$  Corner of said Section 35; thence S 0 degrees W, (assumed bearing), along the East line of the SE $\frac{1}{4}$ , 559.80' to a point on the Northerly R.O.W. line of State Highway No. 370; thence N 90 degrees W, 33.00' thence S 4 degrees 56 minutes 22 seconds W, 173.86'; thence N 72 degrees 47 minutes 35 seconds W, 1416.40'; thence N 6 degrees 22 minutes 23 seconds W, 211.10' to a point on the Easterly R.O.W. line of the now abandoned Chicago, Rock Island and Pacific Railroad; thence N 49 degrees 16 minutes 21 seconds E, along said R.O.W., 1880.44' to a point on the East line of the SE $\frac{1}{4}$  NE $\frac{1}{4}$ ; thence S 0 degrees 01 minutes 55 seconds W, along said East line, 1122.70' to the point of beginning and contains a calculated area of 33.67 acres, more or less.

TRACT 3: That part of Lot F, Ritter's 1st Addition, as surveyed, platted, and recorded in Sarpy County, Nebraska, described as follows:  
Beginning at the NE corner of said Lot 1; thence S49°14'55"W (assumed bearing) 224.48 feet on the Southeastly line of said Lot 1; thence N00°01'10"E 146.02 feet to the North line of said Lot 1; thence N89°49'31"E 170.01 feet on the North line of said Lot 1 to the point of beginning.  
(Containing 12,412 square feet more or less.)

PERSONAL REPRESENTATIVE'S DEED  
GENERAL

FIRSTIER BANK, N.A.

Rosalie Cohen

One Hundred Ninety-five Thousand Two Hundred Eighty-six DOLLARS received from GRANTEE  
(\$195,286.00)

CEDARDALE SELF STORAGE, A NEBRASKA PARTNERSHIP

conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 16-201):

A certain parcel of land located in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 35, T $15$ N, R $12$ W of the 6th P.M., Sarpy County, Nebraska, more fully described as follows:

Beginning at the E $\frac{1}{2}$  Corner of said Section 35; thence S 0 degrees W, (assumed bearing) along the East line of the SE $\frac{1}{4}$ , 559.80' to a point on the West line of Right-of-way line of State Highway No. 370; thence N 90 degrees W, 33.40'; thence S 4 degrees 56 minutes 22 seconds W, 173.86'; thence N 72 degrees 47 minutes 35 seconds W, 1416.40'; thence N 6 degrees 22 minutes 23 seconds W, 211.10'; to a point on the Easterly Right-of-way line of the now abandoned Chicago, Rock Island and Pacific Railroad; thence N 49 degrees 16 minutes 21 seconds E, along said Right-of-way, 1880.47' to a point on the East line of the SE $\frac{1}{4}$  NW $\frac{1}{4}$ ; thence S 0 degrees 01 minutes 55 seconds W, along said East line, 1122.70' to the point of beginning and contains a calculated area of 33.67 acres, more or less.

subject to easements and restrictions of record.

GRANTOR covenants with GRANTEE that GRANTOR has legal power and lawful authority to convey the same

Executed JUNE 29 1988

STATE OF NEBRASKA )  
COUNTY OF DOWNEY ) ss.

The foregoing instrument was acknowledged before me on JUNE 29 1988

FIRSTIER BANK, N.A. BY MICHAEL R. O'MALLEY, ITS VICE PRES. Personal Representative of the Estate of

ROSALIE COHEN Deceased.

ESTATE OF ROSALIE COHEN DECEASED  
BY FIRSTIER BANK, P.R.R.  
BY Michael R. O'Malley, Vice Pres.  
Personal Representative



Down J. Emanuel  
Notary Public  
My commission expires 4/4/90

STATE OF NEBRASKA, County of .....

record and entered in Numerical Index on ..... 19 .. at ..... o'clock .. M., and

Filed in Deed Record

Page

NEBRASKA DOCUMENTARY

STAMP TAX

JUL - 1 1988

By WAC

FILED FOR RECORD

7-1-88 AT 3:30 P M. INSTRUMENT # 28-08939

Down J. Emanuel REGISTER OF DEEDS, SARPY COUNTY, NE

County or Deputy County Clerk  
Register or Deputy Register of Deeds

08939 PERSONAL REPRESENTATIVE'S DEED GENERAL

89-09839

- COPIES TO:
1. R.O.W. Div., Nebr. Dept. of Roads
  2. Owner
  3. Buyer

COUNTY OF SARPY, NEBRASKA  
 STATED NEBRASKA  
 Political Subdivision  
**RIGHT OF WAY CONTRACT**  
**CONTROL OF ACCESS**

Project No. C77-(137)  
 Tract No. 17

THIS AGREEMENT, made and entered into this 27th day of June, 19 89,  
 by and between Cedarvale Self-Storage (A Nebraska Partnership)

Address: C/O F. J. Ritter 538 East 2nd Street Papillion, Nebraska 68046 hereinafter called the BUYER,  
 hereafter called the OWNER, and County of Sarpy, Nebraska

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER a deed which will be prepared and furnished by the BUYER to certain real estate described from the centerline of the Proposed highway as follows:

From Sta. ....	to Sta. ....	a strip	ft. wide	side
From Sta. ....	to Sta. ....	a strip	ft. wide	side
From Sta. ....	to Sta. ....	a strip	ft. wide	side
From Sta. ....	to Sta. ....	a strip	ft. wide	side
From Sta. ....	to Sta. ....	a strip	ft. wide	side
From Sta. ....	to Sta. ....	a strip	ft. wide	side
From Sta. ....	to Sta. ....	a strip	ft. wide	side
From Sta. ....	to Sta. ....	a strip	ft. wide	side
From Sta. ....	to Sta. ....	a strip	ft. wide	side
From Sta. ....	to Sta. ....	a strip	ft. wide	side
From Sta. ....	to Sta. ....	a strip	ft. wide	side
From Sta. ....	to Sta. ....	a strip	ft. wide	side

and as shown on approved plans and situated in the SE1 and the NE1  
 of Section 36, Township 14, Range 12 of the 6th P.M. in SARPY County, Nebraska.

It is agreed and understood there will be no driveway, either ingress or egress, permitted from the above land subdivision to the highway right of way, except those driveways described from the approved plans as follows: As described in Attached  
 Legal Description \_\_\_\_\_

The use of said driveways is set forth on the reverse side hereof.  
 It is also agreed and understood that the BUYER will construct that portion of the driveways which are on the highway right of way, excepting therefrom such driveways as are designated to be future driveways.

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.  
 The BUYER agrees to purchase the above described real estate and to pay therefore upon the delivery of said executed deed. If the OWNER so desires he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately <u>2200'</u> at \$ _____ per _____ Sta. _____ to Sta. _____	\$ _____ to \$ _____	100.00
Approximately _____ at \$ _____ per _____ Sta. _____ to Sta. _____	\$ _____ to \$ _____	
Approximately _____ at \$ _____ per _____ Sta. _____ to Sta. _____	\$ _____ to \$ _____	
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	\$ _____ to \$ _____	
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	\$ _____ to \$ _____	
_____	\$ _____ to \$ _____	
_____	\$ _____ to \$ _____	
<b>APPROXIMATE TOTAL</b>	<b>\$ _____</b>	<b>100.00</b>

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the deed, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party, or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties but, should none of the above conditions be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

**THIS IS A LEGAL AND BINDING CONTRACT — READ IT.**

The representative of the BUYER, presenting this contract has given me a copy and explained all of its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding except as set forth in this contract will be honored by the BUYER.

BUYER COUNTY OF SARPY, NEBRASKA

OWNER

By Francis J. Ritter

Francis J. Ritter

Date 6/27/89

RECORD FOR RECORD 8-1-89 AT 2:01 PM RECORD # 89-09839

Kenneth L. Stahl

RECORDS OF NEBRASKA COUNTY, NE

**Control of Access - Political Subdivision**

89-09839A

Dated this 27<sup>th</sup> day of June, 1989  
On the above date before me a General Notary Public duly commissioned and qualified, personally came FRANK J. KIRBY

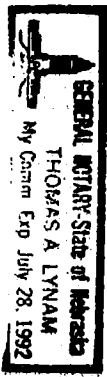
to me known to be the identical person whose name \_\_\_\_\_ affixed to the foregoing instrument as grantor \_\_\_\_\_ and acknowledged the same to be a voluntary act and deed.

Notary Thomas A. Lynam  
My commission expires the 28<sup>th</sup> day of July, 1992  
STATE OF NEBRASKA County SARPY

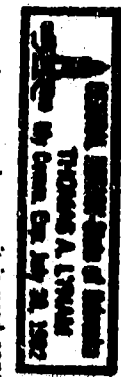
Dated this 5<sup>th</sup> day of July, 1989  
On the above date, before me a General Notary Public duly commissioned and qualified, personally came KENNETH L. STARK

to me known to be the identical person whose name \_\_\_\_\_ affixed to the foregoing instrument as grantor \_\_\_\_\_ and acknowledged the same to be a voluntary act and deed.

Notary Thomas A. Lynam  
My commission expires the 28<sup>th</sup> day of July, 1992  
STATE OF NEBRASKA County SARPY



CLASSIFICATION OF DRIVEWAYS



Field Access - A driveway not to exceed 40 feet in width, to provide for the movement of farming implements and crops so long as it is used consistent with normal farming operations and only so long as traffic upon such access(es) does not exceed ten (10) vehicle movements per hour. The above ten (10) vehicle movements per hour will be measured and determined by the following procedure: Upon its own determination or whenever traffic congestion occurs at a field access(es), the BUYER may make a traffic count for a minimum 8-hour period during the hours of 7:00 a.m. to 9:00 a.m., 10:00 a.m. to 1:00 p.m., 3:00 p.m. to 6:00 p.m., and in addition, for any other peak hours peculiar to the highway. The average hourly traffic will be determined by dividing the total number of vehicle movements recorded during the time periods by the length of the time periods in hours. In the event any of the peak hour vehicle counts exceeds the average by a factor of 1.5, the higher figure may be used to determine the number of vehicle movements per hour on five (5) or more separate occasions within a continuous 90-day period, the point. Should the traffic count exceed ten (10) vehicle movements per hour on five (5) or more separate occasions within a continuous 90-day period, the BUYER, or his successors in title, will be considered in violation of terms of this contract and subject to appropriate proceedings at law or in equity for its enforcement.

Restricted - A driveway over which develops not more than ten (10) vehicle movements per hour; said driveway to provide access for not more than six (6) dwellings or six (6) apartments. The above ten (10) vehicle movements per hour will be measured and determined by the following procedure: Upon its determination or whenever traffic congestion occurs at a restricted access, the BUYER will make a traffic count for a minimum 8-hour period during the hours of 7:00 a.m. to 9:00 a.m., 10:00 a.m. to 1:00 p.m., 3:00 p.m. to 6:00 p.m., and in addition, for any other peak hours peculiar to the highway. The average hourly traffic will be determined by dividing the total number of vehicle movements recorded during the time periods by the length of time periods in hours. In the event any of the peak hour vehicle counts exceeds the average by a factor of 1.5, the higher figure may be used to determine the number of vehicle movements per hour on five (5) or more separate occasions within a continuous 90-day period, the BUYER, or his successors in title, will be considered in violation of the terms of this contract and subject to appropriate proceedings at a law or in equity for its enforcement.

Unrestricted - A driveway unrestricted as to use, but not to exceed forty (40) feet in width.

MEMORANDA

PLEASE PRINT ALL NAMES  
Exact and full name of OWNER, as same appears of record \_\_\_\_\_

If married, full name of spouse \_\_\_\_\_

If unmarried, show "single," "widower," "widow" \_\_\_\_\_

If mortgage or other liens, show names of holders, amounts, dates and book page of record \_\_\_\_\_

If an estate, give the names of all the heirs, with the share of each. Show names of spouses of those married \_\_\_\_\_

Name of executor or administrator \_\_\_\_\_

If any of the OWNERS or heirs are minors, give their names and ages \_\_\_\_\_

Name of guardian \_\_\_\_\_

TENANT - Exact and full name. Rent Agreement \_\_\_\_\_

REMARKS

SEE ATTACHED LEGAL DESCRIPTION



159-21386

# WARRANTY DEED

CEDARWOODS, A PARTNERSHIP

Grantor, whether one or more,

in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION ( \$ 1.00 )

, receipt of which is hereby acknowledged, conveys to

CEDARDALE SELF-STORAGE, A PARTNERSHIP

Grantee,

the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in SARPY

County, Nebraska:

Trax Lot 14, being that part of the South Half of the Northeast Quarter of Section 35, Township 14 North, Range 12, East of the 6th P. M., Sarpy County, Nebraska, lying Northwesterly of the Chicago, Rock Island and Pacific Railroad right of way, Southerly of Cedarvale Road right of way and Easterly and Northerly of Cedarwoods Addition, and being more particularly described as follows: Beginning at the Northeastly corner of Outlot "B", Cedarwoods Addition; thence South 46°50'47" West (an assumed bearing) for 307.62 feet along the Easterly line of Cedarwoods Addition; thence South 37°36'28" West for 676.98 feet along said Easterly line; thence South 49°29'45" West for 173.89 feet along said Easterly line; thence South 38°49'40" West for 423.85 feet along said Easterly line to the intersection of said Easterly line with the Northwesterly right of way line of the Chicago, Rock Island and Pacific Railroad right of way; thence North 49°12'13" East for 1,823.15 feet along said Northwesterly right of way line; thence South 89°46'28" West for 344.69 feet along the Southerly right of way line of Cedarvale Road, being 33.0 feet South from and parallel to the North line of the South Half of said North-east Quarter, to the Point of Beginning.

Grantor covenants (jointly and severally, if more than one) with the Grantee that Grantor:  
(1) is lawfully seized of such real estate and that it is free from encumbrances; subject to easements and restrictions, if any, of record;

(2) has legal power and lawful authority to convey the same;

(3) warrants and will defend the title to the real estate against the lawful claims of all persons.

Executed: ... August 22, 1984

FILED SARPY COUNTY 5 50  
BY 159 ST. DILL  
PAGE 2386  
1984 AUG 23 AM 11:09  
CEDARWOODS, A Partnership  
Kenneth Stahl, A Partner

*Call to Hillock*  
REGISTER OF DEEDS

NEBRASKA DOCUMENTARY  
STAMP TAX  
AUG 23 1984  
\$ 33.00 BY *fn*

State of Nebraska  
County of Sarpy

The foregoing instrument was acknowledged before me on August 22, 1984

by Kenneth Stahl, A Partner

PATRICIA J. BOCHNICK  
GENERAL NOTARIAL  
SEAL  
STATE OF NEBRASKA  
Commission Expires  
Jan-15-1987

*Patricia J. Bochnick*  
Notary Public  
RW 09044

Project C77(137)

Tract No. 17

Owners: Cedardale Self-Storage

89-29839B

LEGAL DESCRIPTION

There will be no ingress or egress over said tract of land from the 72nd Street Right-of-Way and Applewood Drive Right-of-Way to the remainder of the South  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  East of former railroad and the Southeast  $\frac{1}{4}$  North of Hwy 370 & East of former railroad. Both parcels in section 35T14N, R12E of the 6th P.M. Sarpy County, Nebraska: across the following, described line: commencing at the East  $\frac{1}{4}$  corner of said Section 35, Thence South (assumed bearing) along and upon the East line of the Southeast  $\frac{1}{4}$  of said Section 35. A distance of 559.88': Thence along and upon the northerly Right-of-Way line of State Hwy 370 on the following three courses: West, a distance of 33.00': Thence S 04°56'05"W, a distance of 173.76' thence N 72°47'34"W, a distance of 2.15' to the point of beginning: (the point of Beginning is a point on the North Right-of-Way line of State Hwy 370 & being 50.00' perpendicular to the East line of the Southeast  $\frac{1}{4}$  of Section 35, this point will be the Southeast corner of Lot 16 Cedardale Industrial Park when plat is filed): Thence North on a line 50.00' West of & parallel to the East line of the Southeast  $\frac{1}{4}$ , a distance of 598.03' to the Northeast corner of Lot 14 in the proposed Cedardale Industrial Park: Thence West on the North line of Lot 14 in the proposed Cedardale Industrial Park, a distance of 100.00' to the point of termination. Except for a 40.00' unrestricted drive which the centerline is located from the point of beginning: Thence North on a line 50.00' West of and parallel to the East line of the Southeast  $\frac{1}{4}$ , a distance of 218.03' to said centerline: centerline point is also the Northeast corner of Lot 16 proposed Cedardale Industrial Park. Also there will be no ingress or egress, across the following described line: commencing at the East  $\frac{1}{4}$  corner of said Section 35: Thence South (assumed bearing) along and upon the East line of the Southeast  $\frac{1}{4}$  of said Section 35. A distance of 559.88': Thence along and upon the Northerly Right-of-Way line of State Hwy 370 on the following three courses: Thence West, a distance of 33.00': Thence S04°56'05"W, a distance of 173.76': Thence N72°47'34", a distance of 2.15': Thence North on a line 50.00' West of and parallel to the East line of the Southeast  $\frac{1}{4}$  of said Section 35, a distance of 658.03' to the Southeast corner of Lot 6 of the proposed Cedardale Industrial Park: Thence West along and upon the South line of said Lot 6, a distance of 100.00' to the point of beginning: Thence East along & upon the South line of said Lot 6, a distance of 100.00' to the Southeast corner of said Lot 6: Thence North along and upon the East line of said Lot 6, a distance of 74.26': Thence N00°01'10"E along and upon the East line of Lots 1-6 in the proposed Cedardale Industrial Park, a distance of 1274.44' to the Northeast corner of Lot 1 in the proposed Cedardale Industrial Park: Thence S89°49'31"W along and upon the North line of Lot 1 in the proposed Cedardale Industrial Park, a distance of 171.00' to the Northwest Corner of Lot 1 in the proposed Cedardale Industrial Park and the point of termination.

100-2158

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that SARPY R & R CO., a corporation organized and existing under and by virtue of the laws of the State of Nebraska, for and in consideration of the sum of TEN THOUSAND FOUR HUNDRED FORTY (\$10,440.00) & no/100--- DOLLARS in hand paid does hereby quit-claim and transfer to grantee(s) CEDARDALE SELF STORAGE, A Partnership, grantee(s) of the County of Sarpy and State of Nebraska all its right, title and interest in and to the following described premises situated in Sarpy County, and State of Nebraska, to-wit:

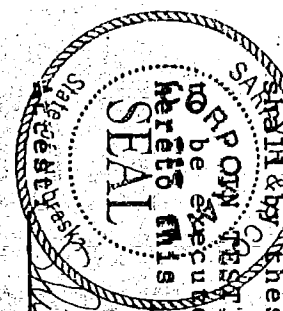
SEE ATTACHMENT

subject to all reservations, restrictions, easements, covenants and conditions contained in the Quitclaim Deed from Chicago Pacific Corporation as Grantor and Sarpy R & R Co. recorded at Book 160, Page 1467, of the Deed Records of Sarpy County, Nebraska, and subject to the right of Sarpy R & R Co. to salvage all bridges on the right-of-way of the former Chicago and Rock Island Railroad and to have access on and over the property herein conveyed to said bridges until March 1, 1986.

TO HAVE AND TO HOLD the said premises above described, together with all the tenements, hereditaments and appurtenances thereunto belonging unto the said grantee(s).

And the Grantor herein for itself or its successors, does hereby agree to and with the said grantee(s) and his, her or their heirs and assigns, that neither it nor any person(s) in its name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof, but they and every one of them shall and by these presents be excluded and forever barred.

TESTIMONY WHEREOF, the said Grantor has caused these presents to be executed by its President and its Corporate Seal to be affixed August, 1985.

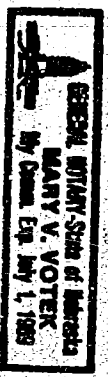


Michael J. ..., Secretary BY John R. ..., President SARPY R & R CO.

STATE OF NEBRASKA )  
SARPY COUNTY ) SS:

On this 22nd day of August, 1985, before me, the undersigned, a Notary Public in and for said County, personally came LOUIS G. RIHA, President of the SARPY R & R CO. (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Papillion in said county the day and year last above written.



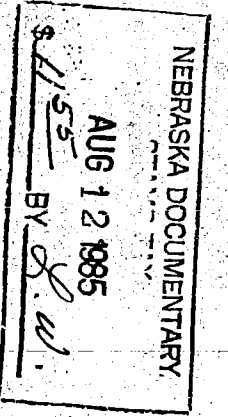
Mary V. Votter  
NOTARY PUBLIC

My commission expires the 1st day of July, 1989.  
FILED SARPY CO., NE

BOOK 160 OF Deeds  
PAGE 2158

1985 AUG 12 PM 4:10

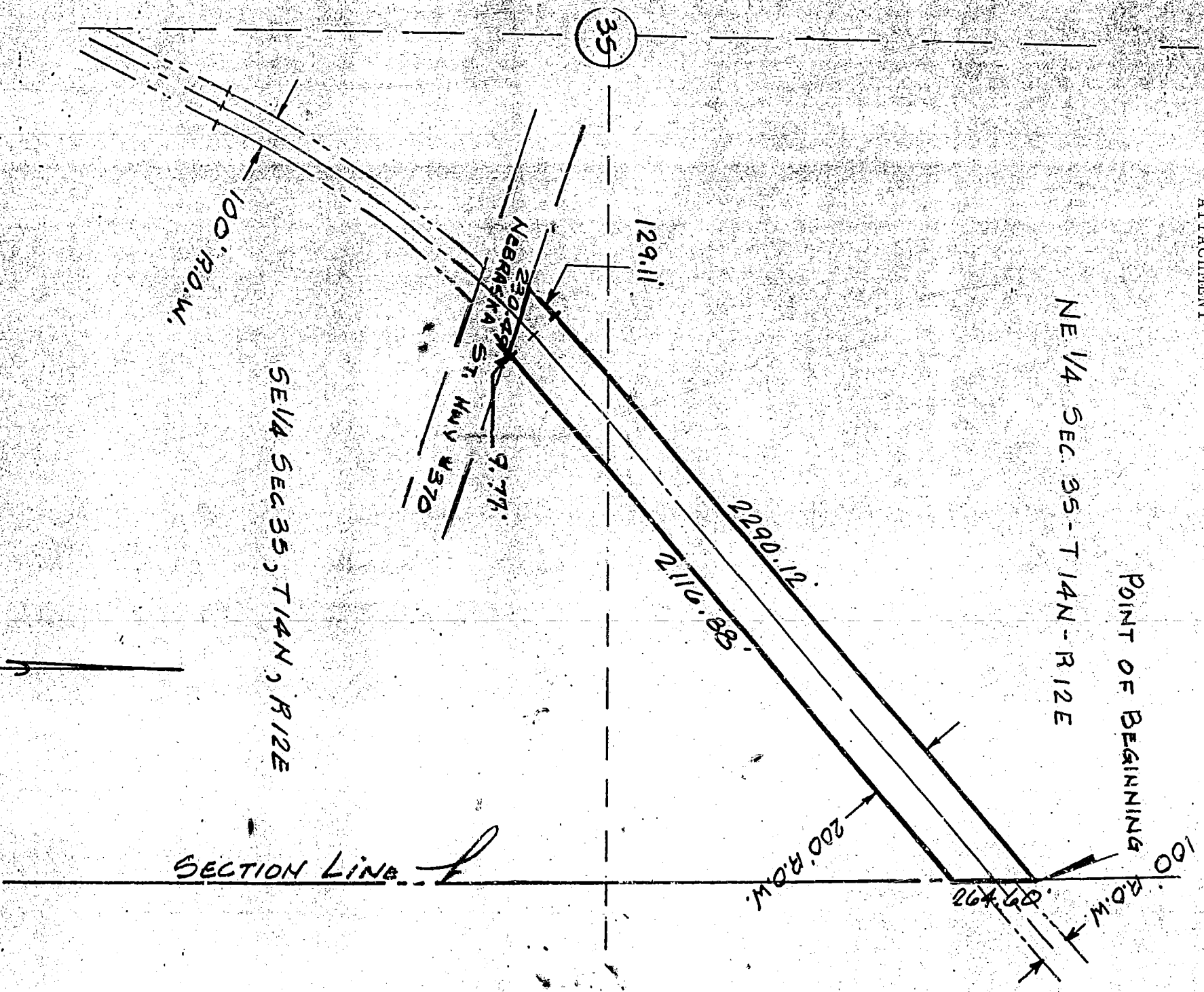
Carl J. ...  
REGISTER OF DEEDS



Next  
035317

ATTACHMENT

100-2158A



Scale: 1" = 400'

KENNETH L. STAHL

CARRILL & ASSOCIATES, INC.  
 LAND SURVEYORS & CONSULTANTS  
 11912 ELM STREET, SUITE 22  
 OMAHA, NE 68144  
 (402) 330-6334



100-2158 B

## LEGAL DESCRIPTION

THAT PART OF THE NE $\frac{1}{4}$  AND SE $\frac{1}{4}$  OF SECTION 35-T14N-R12 E OF THE 6TH P.M. SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY R.O.W. LINE OF ABANDONED ROCK ISLAND RAILROAD AND THE EAST LINE OF THE NE $\frac{1}{4}$ ; THENCE SOUTH ALONG THE EAST LINE OF SAID NE $\frac{1}{4}$  A DISTANCE OF 264.60 FEET TO A POINT ON THE SOUTHEASTERLY R.O.W. LINE OF ABANDONED ROCK ISLAND RAILROAD; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY R.O.W. LINE OF SAID ABANDONED ROCK ISLAND RAILROAD A DISTANCE OF 2116.88 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE SOUTHWESTERLY ALONG A 2764.83 FOOT RADIUS CURVE AN ARC DISTANCE OF 9.77 FEET TO A POINT ON THE NORTHERLY R.O.W. LINE OF EXISTING NEBRASKA STATE HWY 370; THENCE NORTHWESTERLY ALONG THE NORTHERLY R.O.W. LINE OF SAID EXISTING NEBRASKA STATE HWY 30 A DISTANCE OF 230.49 FEET TO A POINT ON A NON-RADIAL CURVE TO THE RIGHT; THENCE ALONG A 2964.83 FOOT RADIUS CURVE AND ALONG THE NORTHWESTERLY R.O.W. LINE OF ABANDONED ROCK ISLAND RAILROAD AN ARC DISTANCE OF 129.11 FEET TO A POINT OF TANGENCY; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY R.O.W. LINE OF SAID ABANDONED ROCK ISLAND RAILROAD A DISTANCE OF 2290.12 FEET TO A POINT OF BEGINNING.

CONTAINS: 4,587.00 SQUARE FEET OR 10.44 ACRES MORE OR LESS.

**CARRELL & ASSOCIATES, INC.**  
LAND SURVEYORS & CONSULTANTS  
11912 ELM STREET, SUITE 22  
OMAHA, NE. 68144

#51



90-05212

LED SARP COUNTY NE  
STRUMENT NUMBER  
05212

APR 24 AM 8:55

REGISTER OF DEEDS

SEARCHED  
INDEXED  
SERIALIZED  
FILED  
APR 24 1990  
11:50

EASEMENT

The undersigned, being the owners of all property located within the perimeters of CEDARDALE INDUSTRIAL PARK, a subdivision located in Sarpy County Nebraska, as surveyed, platted and recorded, do hereby grant and convey unto the City of Papillion, Papillion, Nebraska, an easement for the construction and maintenance (now and in the future) of a water line across the following described property, to-wit:

See Exhibit "A" attached.

Said easement to be perpetual and run with the land in favor of the City of Papillion.

DATED this 23 day of April, 1990.

by [Signature]  
Kenneth L. Stahl, President

STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss.

On this 23 day of April, 1990, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came KENNETH L. STAHL, as President of KICKS, INC., to me known to be the identical person whose name is subscribed to the above and foregoing Easement, and he acknowledged the execution thereof to be his voluntary act and deed as President of KICKS, INC.

GENERAL NOTARY STATE OF NEBRASKA  
JAMES C. CRIFE  
My Comm. Exp. Jan. 10, 1993

[Signature]  
Notary Public

05212

90-05212A

EXHIBIT "A"

Legal Description:

That part of Lot 22, Outlot A and Outlot B, Cedarvale Industrial Park, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska, described as follows: Beginning at the NE corner of said Lot 22; thence N81°35'45"W (assumed bearing) 251.05 feet on the North line of said Lot 22; thence S49°14'55"W 670.30 feet on the Northwesterly line of said Lot 22 and its Southerly extension to the South line of said Outlot "A"; thence S74°24'21"E 12.01 feet on the South line of said Outlot "A"; thence N49°14'55"E 659.07 feet on a line 10.00 feet Southeasterly of and parallel to the Northwesterly line of said Lot 22 and its Southerly extension; thence S81°35'45"E 246.72 feet on a line 10.00 feet South of and parallel to the North line of said Lot 22 to the East line of said Lot 22; thence Northerly on the East line of said Lot 22 on a 205.00 foot radius curve to the right, chord bearing N07°00'22"E chord distance 10.00 feet, an arc distance of 10.00 feet to the point of beginning.

EXHIBIT "A"

90-05213

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
90-05213

90 APR 24 AM 8:57

SEARCHED  
INDEXED  
SERIALIZED  
FILED  
APR 23 1990  
SARPY COUNTY NE  
1258

EASEMENT

*By O.S. Pending*  
REGISTER OF DEEDS: The undersigned, being the owner of Outlot "A", Outlot  
Lots 21 and 22 and Outlot "C" of CEDARDALE INDUSTRIAL PARK,  
a subdivision located in Sarpy County Nebraska, as surveyed,  
platted and recorded, does hereby grant and convey unto  
SANITARY AND IMPROVEMENT DISTRICT NO. 146 of Sarpy County,  
Nebraska, an easement legally described as follows, to-wit:  
See attached Exhibit "A"

for the purpose of construction and maintenance of a storm  
sewer located within the property legally described herein.  
Said easement shall be perpetual and run with the land in  
favor of Sanitary and Improvement District No. 146 of Sarpy  
County, Nebraska.

DATED this 23 day of April, 1990.

KICKS, INC., Owner  
by *[Signature]*  
Kenneth L. Stahl, President

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF SARPY )

On this 23 day of April, 1990, before the undersigned,  
Notary Public duly commissioned and qualified for said County,  
personally came KENNETH L. STAHL, as President of KICKS, INC.,  
to me known to be the identical person whose name is subscribed  
to the above and foregoing Easement, and he acknowledged the  
execution thereof to be his voluntary act and deed as President  
of KICKS, INC.

GENERAL NOTARY SEAL OF NEBRASKA  
JAMES C. O'NEIL  
My Comm. Exp. Nov. 19, 1993  
*[Signature]*  
Notary Public

05213



90-05213A

EXHIBIT "A"

Legal Description:

That part of Lot 22, Outlot "A", Outlot "B", and Outlot "C" of Cedardale Industrial Park, a subdivision as surveyed, platted, and recorded in Sappy County, Nebraska (assumed bearing) 150.00 feet on the Northwestly line of said Outlot "B"; thence S49°14'55"W 340°45'05"E 86.43 feet; thence S06°22'22"E 137.61 feet to the Southeastly line of said Outlot "A"; thence N49°14'55"E 90.87 feet on the Southeastly line of said Outlots "A" and "B" to the SE corner of said Outlot "B"; thence S06°22'22"E 210.36 feet on the West line of said Lot 22; thence S72°47'34"E 185.00 feet on the South line of said Lot 22; thence N42°48'06"E 27.72 feet on the Southeastly line of said Lot 22; thence N72°47'34"W 180.61 feet on a line 25.00 feet Northly of and parallel to the South line of said Lot 22; thence N06°22'22"W 211.10 feet on a line 25.00 feet East of and parallel to the West line of said Lot 22; thence N35°17'40"E 82.94 feet; thence N40°45'05"W 141.92 feet to the East line of said Outlot "B"; thence N06°22'22"W 46.14 feet on the East line of said Outlot "B" to the point of beginning.

Together with the Westerly 20.00 feet in width of Lot 21 said Cedardale Industrial Park.

EXHIBIT "A"

January 3, 1991

REMIT-OF-LAW EASEMENT

91-02329

We, KICK'S, INC.  
of the real estate described as follows, and hereafter referred to as "Grantor"

Owner(s)

Lot Ten, Eleven and Twelve (10, 11, 12), Cedarvale Industrial Park, as surveyed, platted and recorded in Sarpy County, Nebraska.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the GREAT PUBLIC POWER DISTRICT, a public corporation, its successors and assigns referred to as "Grantee", a permanent right of way easement with rights of ingress and egress thereon, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conductors, switches, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

See reverse side hereof for sketch of easement areas.

Examined by DISTRICT CLERK  
JAN 21 1991

CONDITIONS: The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than one foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/she has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 11th day of February, 19 91.

KICK'S, INC.

By: Kenneth L. Stahl, President

Distribution Engineer \_\_\_\_\_ Date \_\_\_\_\_ Property Management JSR Date 2-19-91

Section NE4 35 Township 14 North, Range 12 East

Salesman Hemphill Engineer D'Louhy Est. # 900038901 W.O. # 7475

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

02329

COUNTY OF SARPY  
 CITY OF NEBRASKA  
 COUNTY OF SARPY

On this 1st day of February, 1991  
 before me, the undersigned, a Notary Public in and  
 for said County, personally appeared KICK'S, INC.  
L. STABT

President of KICK'S, INC.  
 personally to me known to be the legal person(s)  
 who signed the foregoing instrument, he person(s)  
 and who acknowledged the execution thereof to be  
 his, hers, theirs, and that said party  
 did execute the same for the purposes  
 and contents therein expressed.

Witness my hand and Notarial Seal at Redillion  
in said County the day and year  
last above written.

*Debbie K. Kite*  
 NOTARY PUBLIC



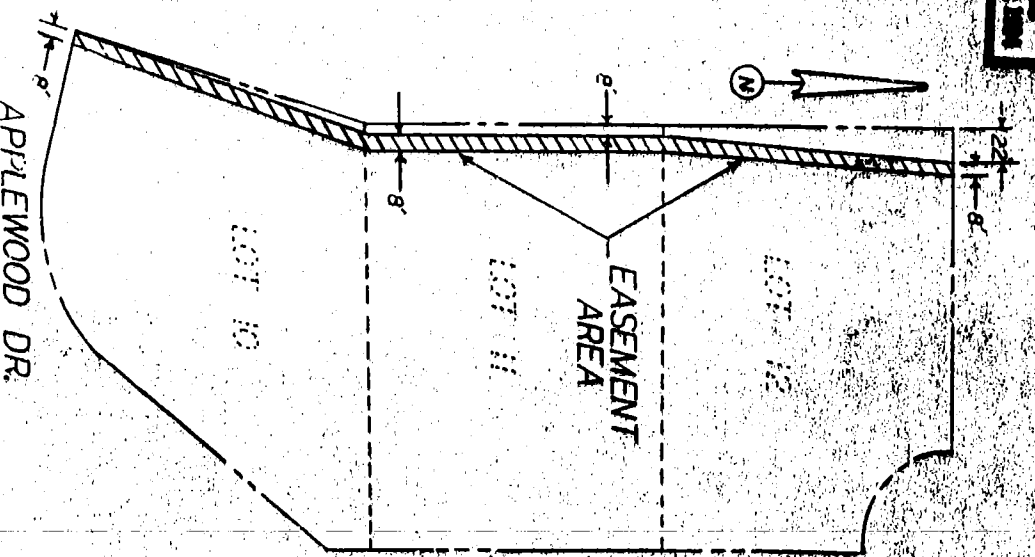
COUNTY OF SARPY  
 CITY OF NEBRASKA  
 COUNTY OF SARPY

On this 1st day of February, 1991  
 before me, the undersigned, a Notary Public in and  
 for said County, personally appeared KICK'S, INC.  
L. STABT

President of KICK'S, INC.  
 personally to me known to be the legal person(s)  
 who signed the foregoing instrument, he person(s)  
 and who acknowledged the execution thereof to be  
 his, hers, theirs, and that said party  
 did execute the same for the purposes  
 and contents therein expressed.

Witness my hand and Notarial Seal the day above  
 written.

NOTARY PUBLIC



FILED SARPY CO. NE.  
 INSTRUMENT NUMBER  
91-023229

91 FEB 20 PM 3:20  
*Carol A. Davis*  
 REGISTER OF DEEDS

Proof	_____
D.E.	_____
Verify	_____
Filed	_____
Checked	_____
Fee \$	11.50

RETURN TO:  
 COUNTY OF SARPY DISTRICT  
 MAIL  
 ON FEBRUARY 22, 1991

93-26146

KNOW ALL MEN BY THESE PRESENTS:

THAT

KICK'S INCORPORATED

organized and existing under and by virtue of the laws of the State of Nebraska and hereinafter known as the Grantor, for and in consideration of the sum of NINE THOUSAND TWO HUNDRED FORTY AND NO/100--(\$9,240.00)-- DOLLARS in hand paid, does hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, the following described real property situated in SARPY County, and State of Nebraska, to-wit:

A TRACT OF LAND LOCATED IN LOT 19, CEDARDALE INDUSTRIAL PARK IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT WHERE THE NORTH LINE OF EXISTING HIGHWAY 370 INTERSECTS THE EAST LINE OF LOT 19; THENCE WESTERLY A DISTANCE OF 150.00 FEET ALONG THE NORTHERLY EXISTING HIGHWAY 370 RIGHT OF WAY LINE; THENCE NORTHERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS RIGHT, A DISTANCE OF 4.96 FEET ALONG THE WEST; THENCE EASTERLY DEFLECTING 091 DEGREES, 53 MINUTES, 42 SECONDS RIGHT, A DISTANCE OF 150.08 FEET TO THE POINT OF BEGINNING CONTAINING 372.19 SQUARE FEET, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE ABOVE DESCRIBED TRACT FROM OR TO THE REMAINDER OF SAID LOT 19, CEDARDALE INDUSTRIAL PARK.

AND ALSO:

A TRACT OF LAND LOCATED IN LOTS 21, AND 22, CEDARDALE INDUSTRIAL PARK IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT WHERE THE NORTH LINE OF EXISTING HIGHWAY 370 INTERSECTS THE EAST LINE OF LOT 21; THENCE WESTERLY A DISTANCE OF 400.00 FEET ALONG THE NORTHERLY EXISTING HIGHWAY 370 RIGHT OF WAY LINE; THENCE NORTHERLY DEFLECTING 066 DEGREES, 25 MINUTES, 12 SECONDS RIGHT, A DISTANCE OF 25.64 FEET ALONG SAID RIGHT OF WAY LINE; THENCE EASTERLY DEFLECTING 115 DEGREES, 28 MINUTES, 30 SECONDS RIGHT, A DISTANCE OF 410.48 FEET TO A POINT ON THE EAST LINE OF THE PROPERTY OWNED BY THE GRANTOR(S); THENCE SOUTHERLY DEFLECTING 088 DEGREES, 06 MINUTES, 18 SECONDS RIGHT, A DISTANCE OF 9.93 FEET ALONG THE PROPERTY LINE OF THE GRANTOR(S) TO THE POINT OF BEGINNING CONTAINING 6735.51 SQUARE FEET, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE ABOVE DESCRIBED TRACT FROM

026146

93-26146A

WARRANTY DEED-CORPORATION (page 2)  
PROJECT: F-370-7(117) C.N.: 20136A

TRACT: 13

OR TO THE REMAINDER OF SAID LOTS 21 AND 22, CEDARDALE INDUSTRIAL PARK.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS SUCCESSORS AND ASSIGNS ALL RIGHTS TO OIL AND GAS MINERALS IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID OIL AND GAS MINERAL RIGHTS NOR SHALL SAID GRANTOR AND/OR ITS SUCCESSORS AND ASSIGNS IN EXTRACTING SAID OIL AND GAS MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

To have and to hold said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto said STATE OF NEBRASKA, DEPARTMENT OF ROADS, and to its successors and assigns forever.

Said Grantor does hereby covenant with THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and with its successors and assigns; that said Grantor is lawfully seized of said real property; that said real property is free from encumbrance; that said Grantor is duly authorized to sell said real property; that said Grantor warrants and will defend that title to said real property against the lawful claims of all persons, whomsoever.

Duly executed this 15 day of April, 1993 SEAL

BY: [Signature]  
Corporation

ATTEST: \_\_\_\_\_

REGISTERED  
93-026146

93 OCT 18 PM 1:55

REGISTRY

Proof	_____
DE	_____
Verify	_____
Filmed	_____
Checked	_____
Fee \$	6.52

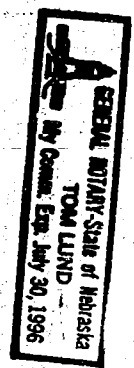
NEBRASKA DOCUMENTARY  
STAMP TAX  
OCT 18 1993  
[Signature]

93-26146B

WARRANTY DEED-CORPORATION (page 3)  
PROJECT: F-370-7(117) C.N.: 20136A

TRACT: 13

STATE OF Nebr )  
 ) ss.  
Saopy County)



On this 15 day of April, A.D., 1993,  
before me, a General Notary Public, duly  
commissioned and qualified, personally came  
Kevin M. Stath

the duly authorized representatives of RICRIS INCORPORATED  
who acknowledged that he, she or they held the  
position or title set forth in the instrument,  
that he, she or they signed the instrument on  
behalf of the corporation by proper authority and  
that the instrument was the act of the  
corporation and are to me known to be said duly  
authorized representative or representatives and  
the identical person or persons who signed  
the foregoing instrument and acknowledged the  
execution thereof to be his, her or their volunt-  
ary act and deed.

WITNESS my hand and notarial seal the day  
and year last above written  
Tom Lund Notary Public  
My commission expires the 30 day of July, 1994

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_,  
before me, a General Notary Public, duly  
commissioned and qualified, personally came  
\_\_\_\_\_

the duly authorized representatives of \_\_\_\_\_  
who acknowledged that he, she or they held the  
position or title set forth in the instrument,  
that he, she or they signed the instrument on  
behalf of the corporation by proper authority and  
that the instrument was the act of the  
corporation and are to me known to be said duly  
authorized representative or representatives and  
the identical person or persons who signed  
the foregoing instrument and acknowledged the  
execution thereof to be his, her or their volunt-  
ary act and deed.  
WITNESS my hand and notarial seal the day  
and year last above written.

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_  
Notary Public.

FILED  
BOOK 160-1467

35-00

160-1467

1985 JUN 13 PM 2:47

QUITCLAIM DEED

*Carl W. Hillis*  
RECORD OF DEEDS MEN

BY THESE PRESENTS THAT CHICAGO PACIFIC CORPORATION, a Delaware corporation, whose principal place of business is 200 South Michigan Avenue, Chicago, Illinois 60604 ("Grantor"), in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby QUITCLAIM, subject to the terms, conditions, reservations and exceptions hereinafter set forth, unto SARPY R & R CO., a Nebraska corporation, whose address is c/o Elick & Jones, 525 Farm Credit Bldg., Omaha, Nebraska 68102, herein designated as "Grantee," all of Grantor's right, title and interest, estate, claim and demand, if any, in the following described parcel of land ("Property") situated in the County of Sarpy, State of Nebraska, as described in the attached Exhibit A.

By acceptance of this Quitclaim Deed, Grantee acknowledges that such interests as Grantor may have had in the mineral estate of the Property were conveyed, by Quitclaim Deed dated March 15, 1985, to INTERNATIONAL MINING CORPORATION, a Delaware corporation with a business address C/O PACIFIC HOLDING CORPORATION, 10900 WISHINE BOULEVARD, LOS ANGELES, CALIFORNIA 90024. Grantee acknowledges that the conveyance of the mineral estate obligates Grantee to permit the legal holder of said mineral estate at any and all times the right, privilege and license to lawfully explore, drill for, protect, conserve, mine, take, extract, remove and market all ores and minerals of every kind, provided that such activities do not unreasonably interfere with the use, operation and maintenance of the Property by Grantee, its designees, successors or assigns.

The Grantor reserves for itself, its successors and assigns, an easement for the continued maintenance, operation and use of all existing driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities and easements of any kind whatsoever on said premises, whether or not of record, whether owned, operated, used or maintained by Grantor, the Grantor's licensees or others, with the reasonable right of entry for the purpose of repairing, reconstructing and replacing same;

NEBRASKA DOCUMENTARY  
STAMP TAX  
JUN 13 1985  
\$ 171.<sup>05</sup> BY *CH*

*CH*  
06492

168 - 1467A

and the Grantor further reserves unto itself, its successors and assigns, the right and privilege to convert existing licenses, leases and agreements, being for driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities to permanent easements by issuance of a suitable grant in recordable form.

The Grantor further reserves unto itself, its successors, grantees and assigns exclusive perpetual easements, together with a reasonable right of entry over the property herein conveyed, for the construction, erection, installation, operation and maintenance of transportation and transmission systems for all and every type of energy by whatever means, except by railroad, including but not limited to, pipelines, telephone, radio, radar or laser transmission systems, wires, fibers, conduits, utility and energy transmission lines of every kind and character together with all necessary supporting devices which may be constructed, erected or installed in, on, under, above, across, and along any portion of the premises lying within fifty (50) feet of the centerline of Grantor's main railroad track(s) as originally laid out and located, including the right to reconstruct, re-erect, and to reinstall each and every transportation or transmission facility herein contemplated. The exercise of the rights hereby reserved shall not unreasonably interfere with Grantee's use of the surface. All rights hereby reserved shall continue forever, whether or not exercised, unless expressly relinquished in writing by the Grantor, its successors or assigns.

It is the intention of the Grantor to convey all Grantor's rights of reverter, revision, or after acquired title which Grantor may have in the Property.

Notwithstanding any other provision of this instrument, the Grantor shall in no event incur liability to the Grantee for failure of or defect in the title or estate of the Grantor in and to the Property.

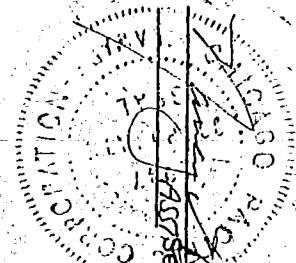


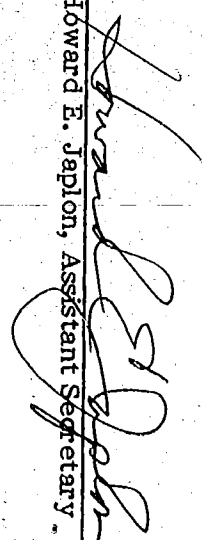
160-1469 E

This conveyance is made pursuant to the terms of an Offer to Purchase dated May 20, 1985 and the terms thereof shall survive delivery of this Quitclaim Deed.

IN WITNESS WHEREOF, this instrument is executed by the Grantor this 4th day of June, 1985.

ATTEST: CHICAGO PACIFIC CORPORATION

  
Nancy Harmon  
Secretary

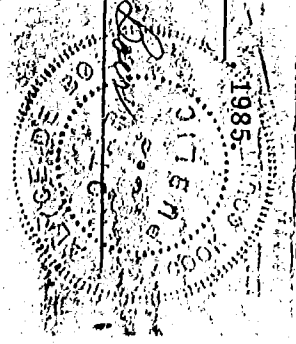
  
Howard E. Japion, Assistant Secretary

STATE OF ILLINOIS )  
COUNTY OF COOK )  
§§

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that HOWARD E. JAPION, personally known to me to be the Assistant Secretary of CHICAGO PACIFIC CORPORATION, a Delaware corporation, and Nancy Harmon, personally known to me to be the Assistant 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 Assistant Secretary and Assistant Secretary they signed and delivered the said instrument as Assistant Secretary and Assistant 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 4th day of June 1985.

  
June DeBorja  
Notary Public



My Commission Expires:  
July 17, 1988

160-1467 C

May 22, 1985  
Sarpay Co., NE

EXHIBIT A

Being a description of a strip of land of varying widths formerly constituting a line of railroad as the centerline of said strip of land is more particularly described:

Beginning at the intersection of the centerline of said strip of land and the North line of Sarpay County, Nebraska, being also the North line of Section 16, Township 14 North, Range 13 East, 6th P.M.; thence Southerly along said centerline through Sections 16, 21, 28, 29, 32, 31 and 30, Township 14 North, Range 13 East, 6th P.M.; thence continuing Southwesterly through Sections 25, 36 and 35, Township 14 North, Range 12 East, 6th P.M.; thence continuing Southwesterly through Sections 2, 3, 10, 9, 8, 17, 20, 29, 30 and 31, Township 13 North, Range 12 East, 6th P.M.; thence continuing Southwesterly through Section 36, Township 13 North, Range 11 East, 6th P.M.; thence Southwesterly through Sections 1, 2, 11, 10, 15, 16, 17 and 18 to e. Termination at the West line of the Southeast Quarter of the Southeast Quarter of said Section 18, Township 12 North, Range 11 East, 6th P.M.

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.

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, reinstatement, 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.

17339

FILED FOR RECORDS 10-19-87 11:23 AM IN BOOK 60 PAGE 3131 REGISTER OF DEEDS, SARPY COUNTY, NEB. \$ 115.00

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.

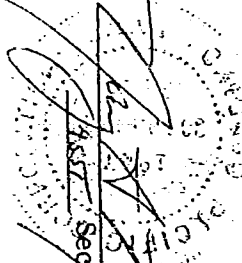
12. Notwithstanding anything to the contrary herein, the Grantor shall in no event incur liability to Grantee for the failure of or defect in Grantor's title or estate in the premises.

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 29<sup>th</sup> day of September, 1987.

ATTEST:

CHICAGO PACIFIC CORPORATION

  
E. J. Harrison  
Notary 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 Notary Secretary of CHICAGO PACIFIC CORPORATION, a Delaware corporation, and Nancy A. Pearson 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 29<sup>th</sup> day in person and acknowledged that as such E. J. Harrison and Nancy A. Pearson they signed and delivered the said instrument as Notary Secretary 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.

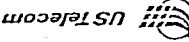
Nancy A. Pearson  
Notary Public

My commission expires: November 1, 1987



**POOR COPY FILED**

60-3131 O

PLACING DETAIL	
 GRAND ISLAND TO COUNCIL BLUFFS EAST NO. 33102 SHEET 2-117-A REGION ENGR. CO. DEBRAIS & ASSOCIATES, INC. APPROVED BY _____ DATE _____ REVIEWED BY _____ DATE _____ POSTED BY _____ DATE _____	

*Chicago Pacific*

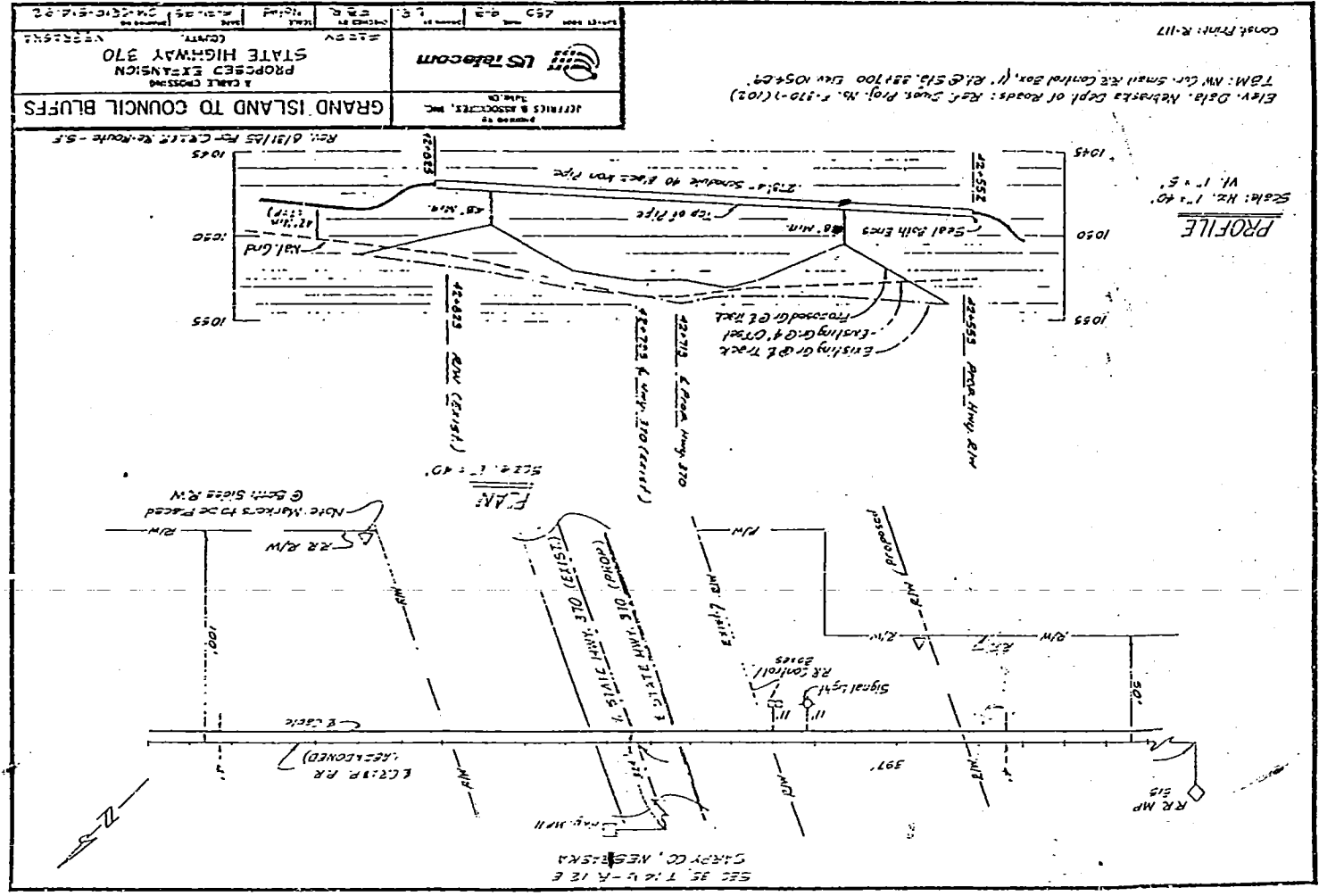


EXHIBIT "A-13" --  
 5/12/87