

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

60-2140

CORRECTION EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

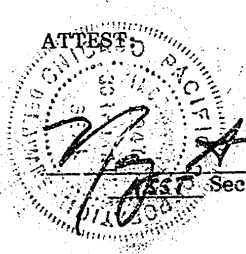
40-770 B

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, invitees, contractors, tenants or licensees) which are caused by, or arise directly or indirectly from the construction, use and operation of said fiber optic communication system or the grant of this easement, unless caused by the negligence or willful acts of Grantor, its officers, employees or agents.

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

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

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

ATTEST

[Signature]
Secretary

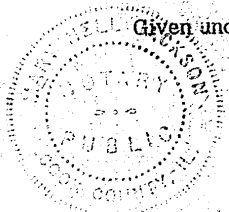
CHICAGO PACIFIC CORPORATION

By: [Signature]
Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

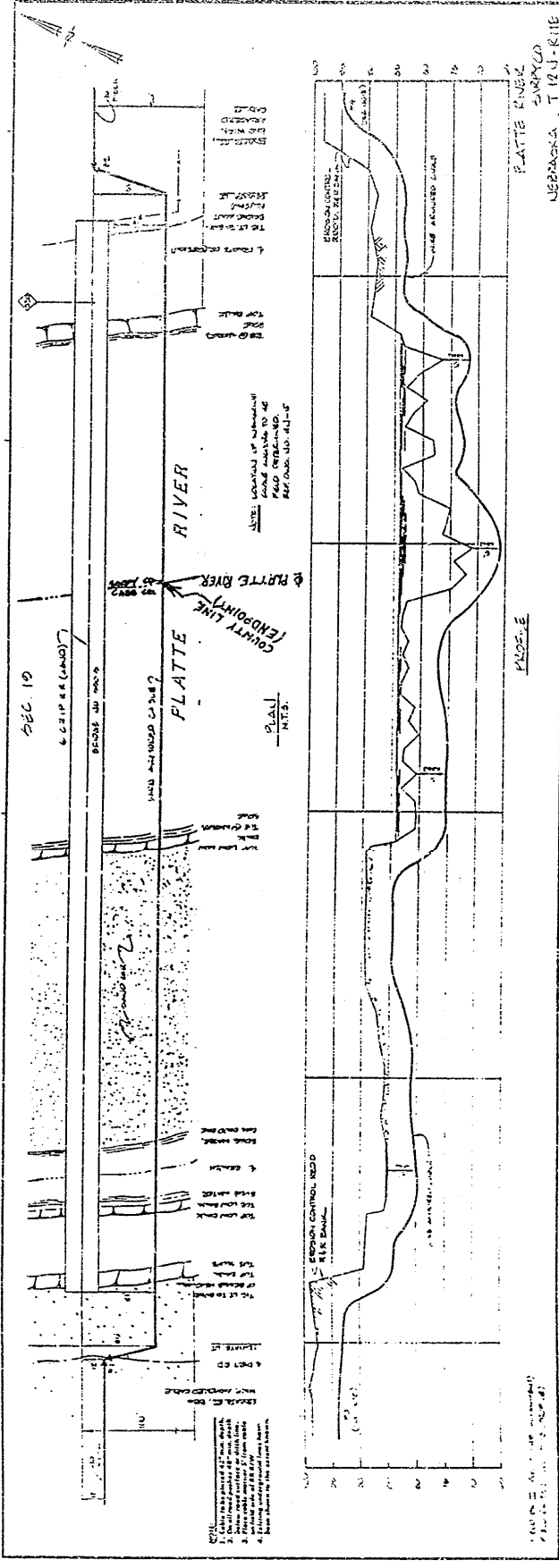

MARY NELL JACKSON
NOTARY PUBLIC
COOK COUNTY, ILL.

[Signature]
Notary Public

My commission expires: November 1, 1987

mj

60-01303



Chicago Pacific

EXHIBIT "H-1"
12/18/86

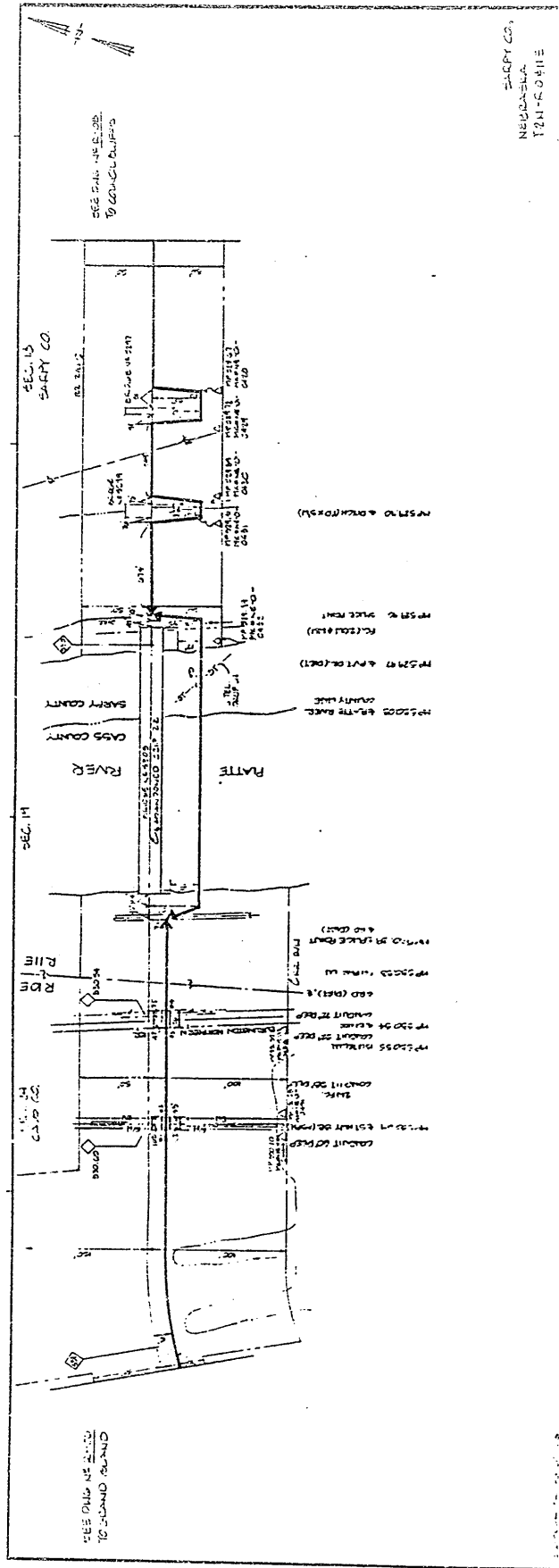
US TELECOM

WARRANTY TO CARRIER

DATE	12/18/86
TIME	10:00 AM
LOCATION	FLATTE RIVER
APPROVAL	DATE
REVISION	DATE
PREPARED BY	DATE

PLACING OF TAIL CABLE

MISCELLANEOUS



SABRY CO.
NEWCASTLE
TENT-CORNER

EXHIBIT "A-2"

12/18/86

Chicago Pacific

US Telecom

GRAND ISLAND TO CORNER R. 1/1

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MISCELLANEOUS

DATE

S. P. NAME

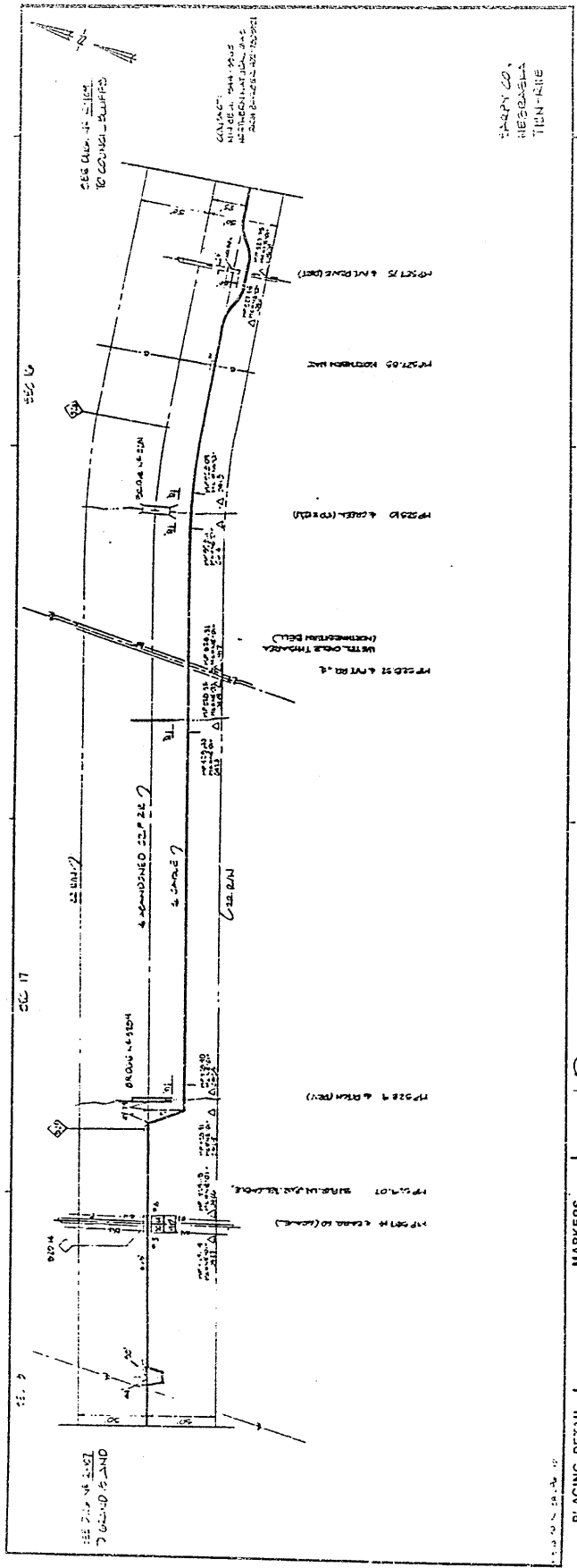
CONDUIT

1/4" X 1/2"

1/2" X 3/4"

3/4" X 1"

10-17



COPY TO:
HESBOM
TEN-FIVE

EXHIBIT "A-3"
5/12/87

US TRAINING	
DATE	5/12/87
BY	...
FOR	...
PROJECT	...
REVISION	...
APPROVED BY	...
DATE	...
SCALE	...

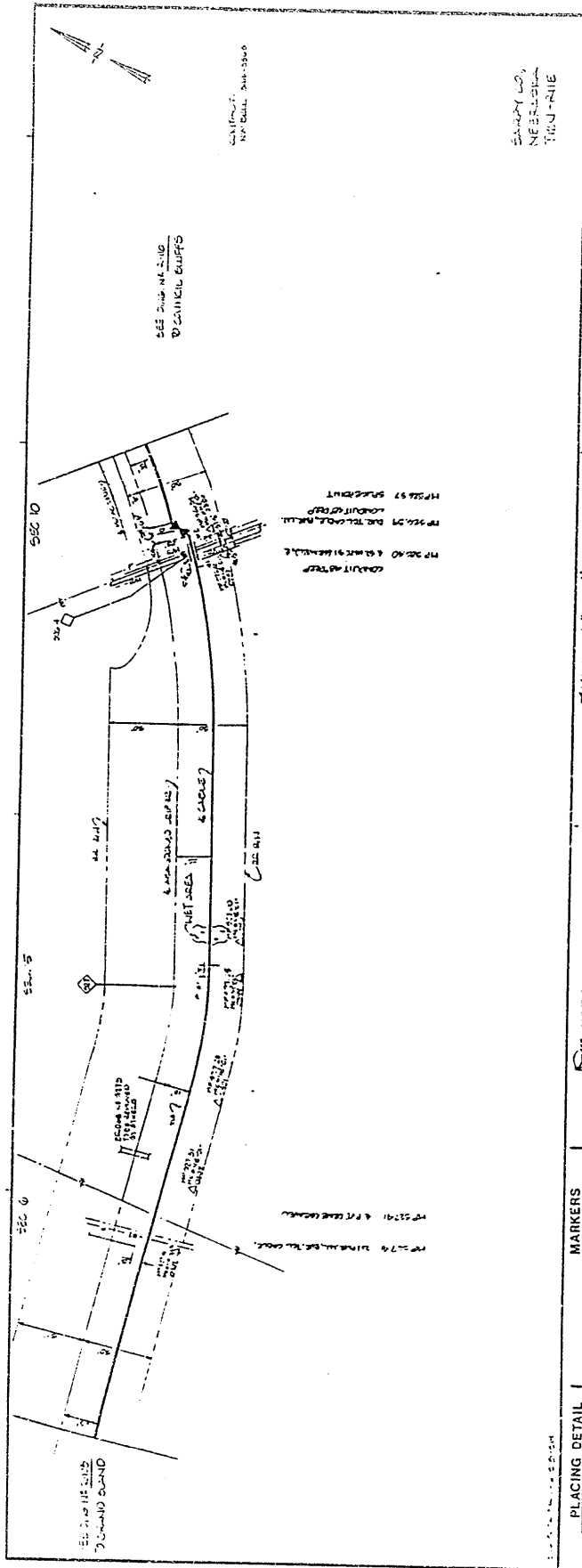
MARKERS
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PLACING DETAIL
CABLE
CONDUIT
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MISCELLANEOUS
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Chicago Pacific

100



SEE DRAWING OF CABLE BOUNDS

SEE DRAWING OF CABLE BOUNDS

CONDUIT AREA
 MP 3540 4 CONDUIT AREA
 MP 3541 CONDUIT AREA
 MP 3542 CONDUIT AREA
 MP 3543 CONDUIT AREA
 MP 3544 CONDUIT AREA
 MP 3545 CONDUIT AREA
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 MP 3550 CONDUIT AREA
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 MP 3557 CONDUIT AREA
 MP 3558 CONDUIT AREA
 MP 3559 CONDUIT AREA
 MP 3560 CONDUIT AREA

EXHIBIT "A-4"
 5/12/67

Chicago Pacific

US Telecom

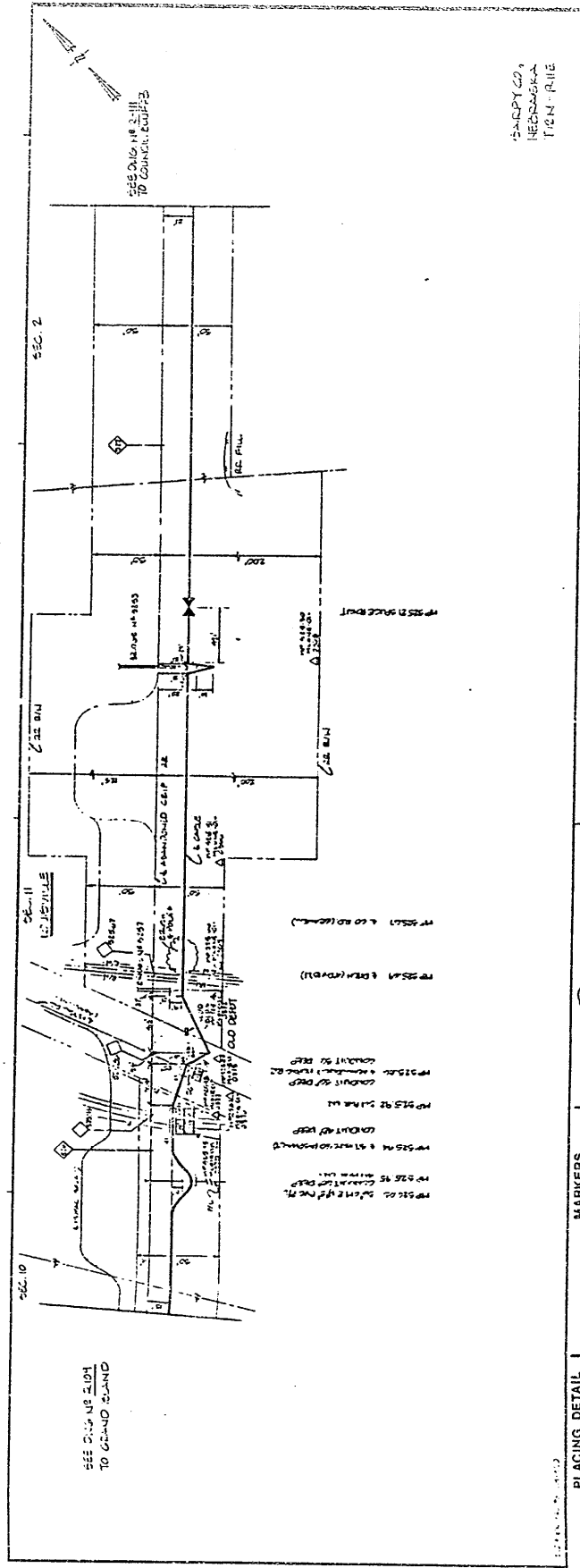
LANDING TO CONDUIT BUNDS

TO	CONDUIT
FROM	CONDUIT
DATE	DATE
BY	BY
REVISION	REVISION
NO. 1	NO. 1

MARKERS	MISCELLANEOUS
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PLACING DETAIL
CABLE
CONDUIT
1-2 100' x 6"

50-0100-5



SADYCO,
HEERENKAMP
TRON - RUE

Chicago Pacific

EXHIBIT "R-5"
5/12/87

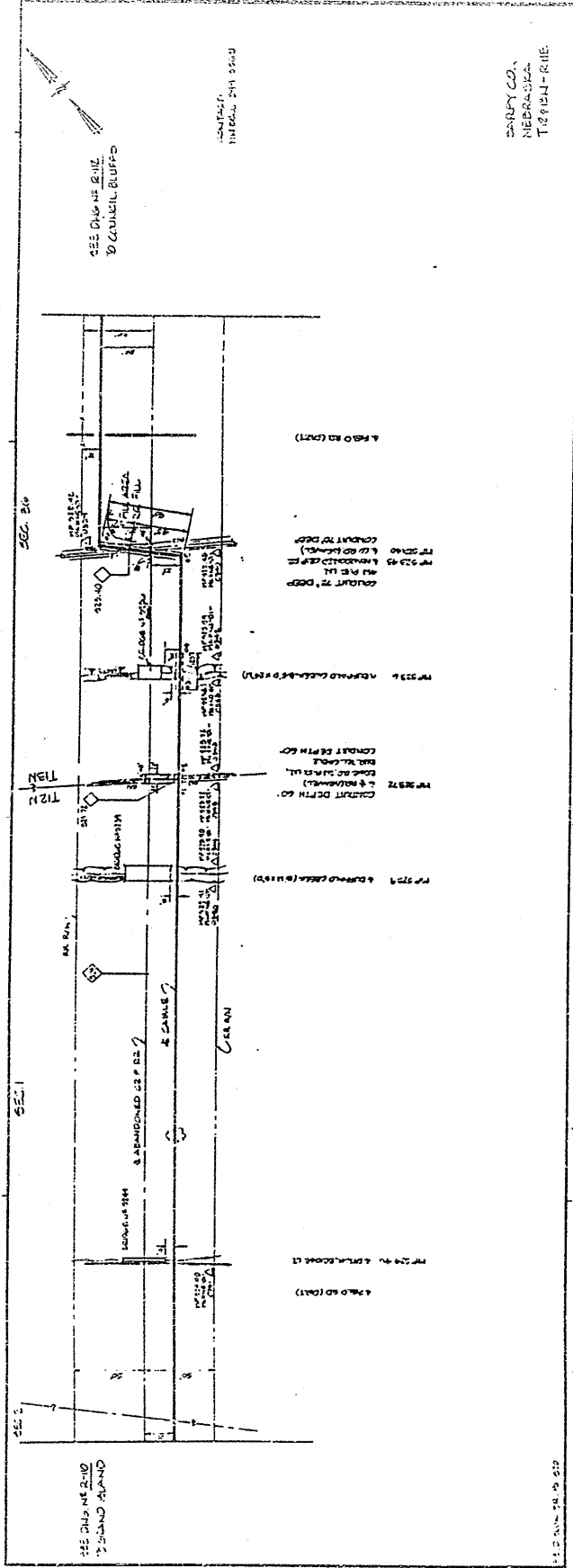
US Telecom

GRAND ISLAND TO CONDUIT RUNS	DATE
NO. 1	5/12/87
NO. 2	5/12/87
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NO. 100	5/12/87

MARKERS	
MISCELLANEOUS	

PLACING DETAIL	
CABLE	
CONDUIT	
DATE	5/12/87
BY	...
CHECKED BY	...
DATE	...

SEE PLAN NO. 2-111
TO GRAND ISLAND



SANDY CO.,
NEBRASKA
TIGHTEN-RITE

Chicago Pacific

EXHIBIT "A-6"
5/12/87

US Telecom

GROUP ISLAND TO SAND ISLAND

DATE	5/12/87
BY	...
FOR	...
PROJECT	...
NO.	...

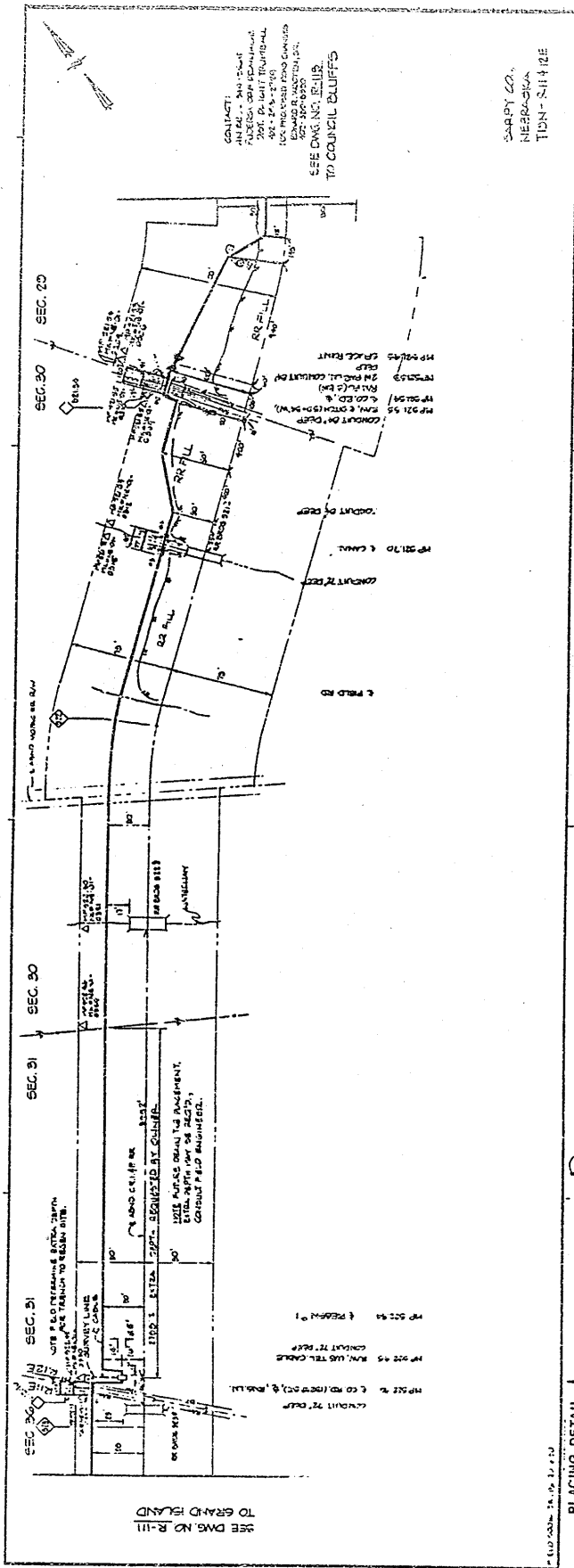
MARKERS

MARKER NO.	...
DESCRIPTION	...

PLACING DETAIL

CABLE	...
CONDUIT	...
...	...

100-1000



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

SABBY CO.
 NEENAH-WISCONSIN
 TIDN-SHARE

EXHIBIT "A-7"

5/12/87

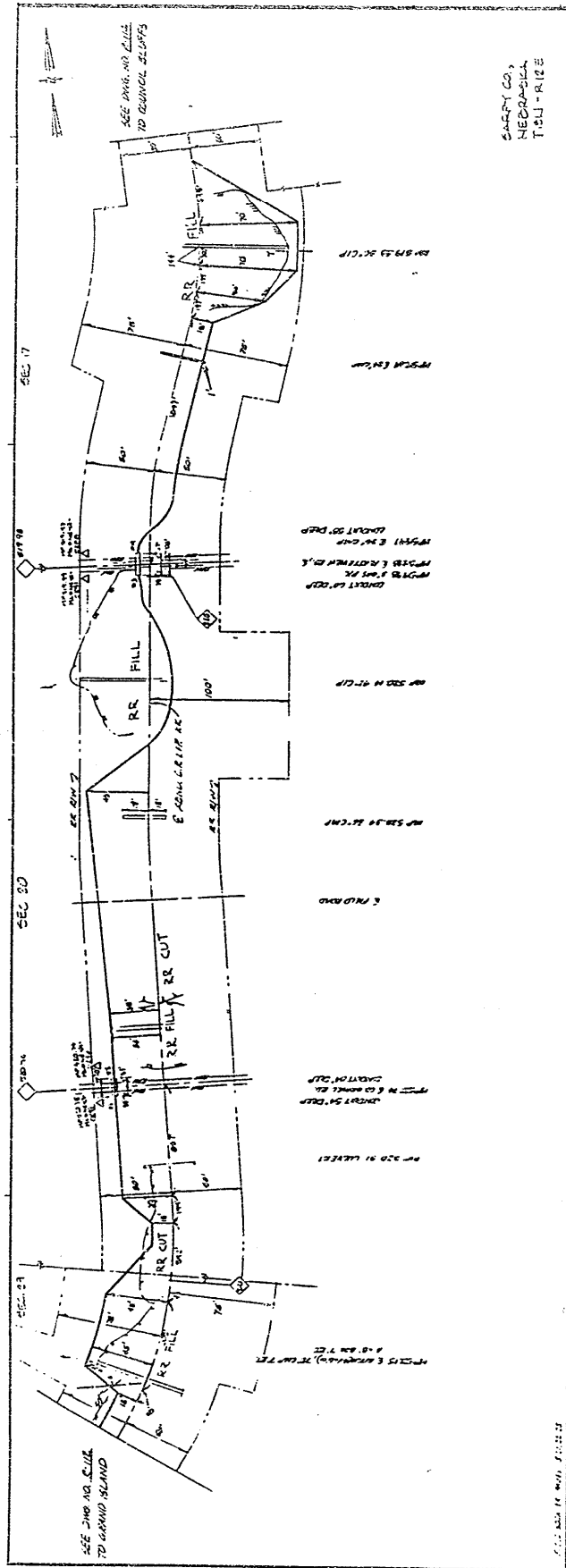
Chicago Pacific

US Telecom

ORDER NO.	100-1000
DATE	5/12/87
BY	[Signature]
FOR	CHICAGO PACIFIC
APPROVED BY	[Signature]
DATE	5/12/87

PLACING DETAIL
CABLE
CONDUIT
24" x 36" x 48"
36" x 48" x 60"
48" x 60" x 72"

TO GRAND ISLAND
 SEE DWG. NO. R-111



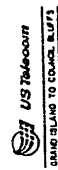
SARBY CO.
MERCANTILE
T. 511 - R. 12 E

EXHIBIT "A-8"
5/12/87

Chicago Pacific

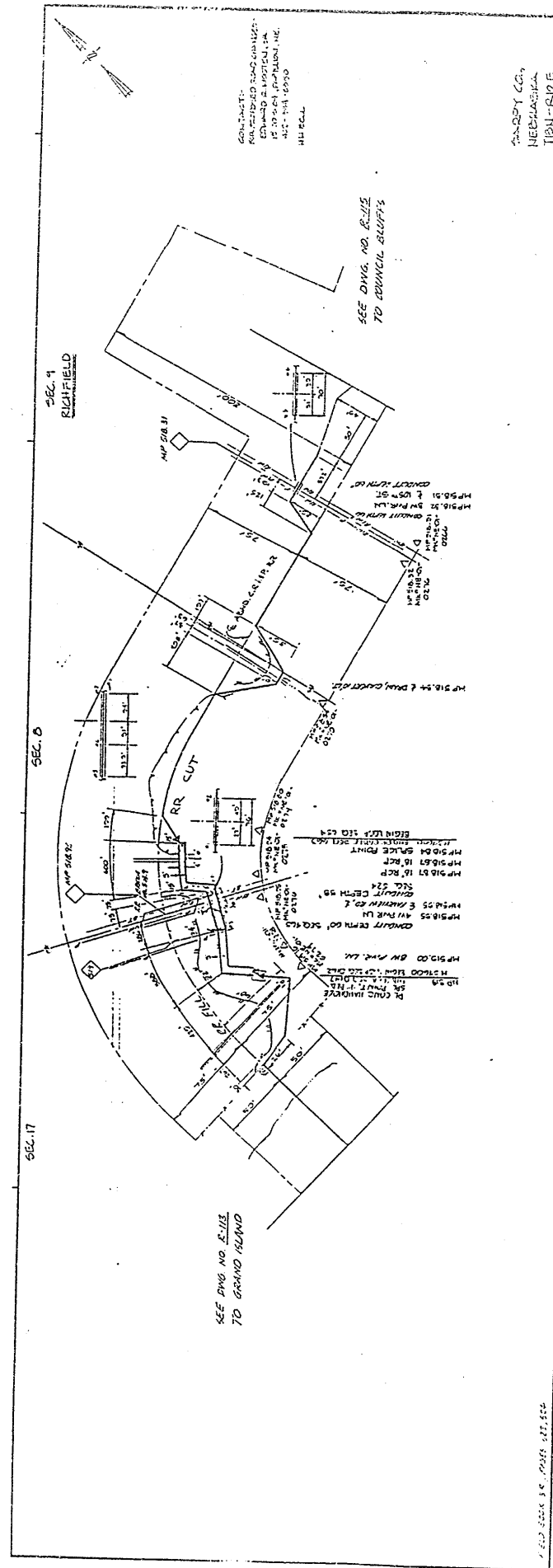
MARKERS
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PLACING DETAIL
CABLE
CONDUIT
1-2 30'-4" B.P.
3-4 100'-4" B.P.



GRAND ISLAND TO GRAND ISLANDS	
NO.	1
DATE	5/12/87
BY	J.H.
APPROVED BY	J.H.
DATE	
NOTED BY	
DATE	

600116



SEE DWG NO. E-112
TO GRAND ISLAND

SEE DWG. NO. E-112
TO COUNCIL BLUFFS

CONTACT:
RICHFIELD ROAD COMPANY
1500 W. 10TH ST.
DES MOINES, IOWA
50319-1000
HP 824

SAFETY CO.
NEBRASKA
T8N1-R12E

EXHIBIT "A-9"
5/15/87

Chicago Pacific

US Telecom

GRAND ISLAND TO COUNCIL BLUFFS

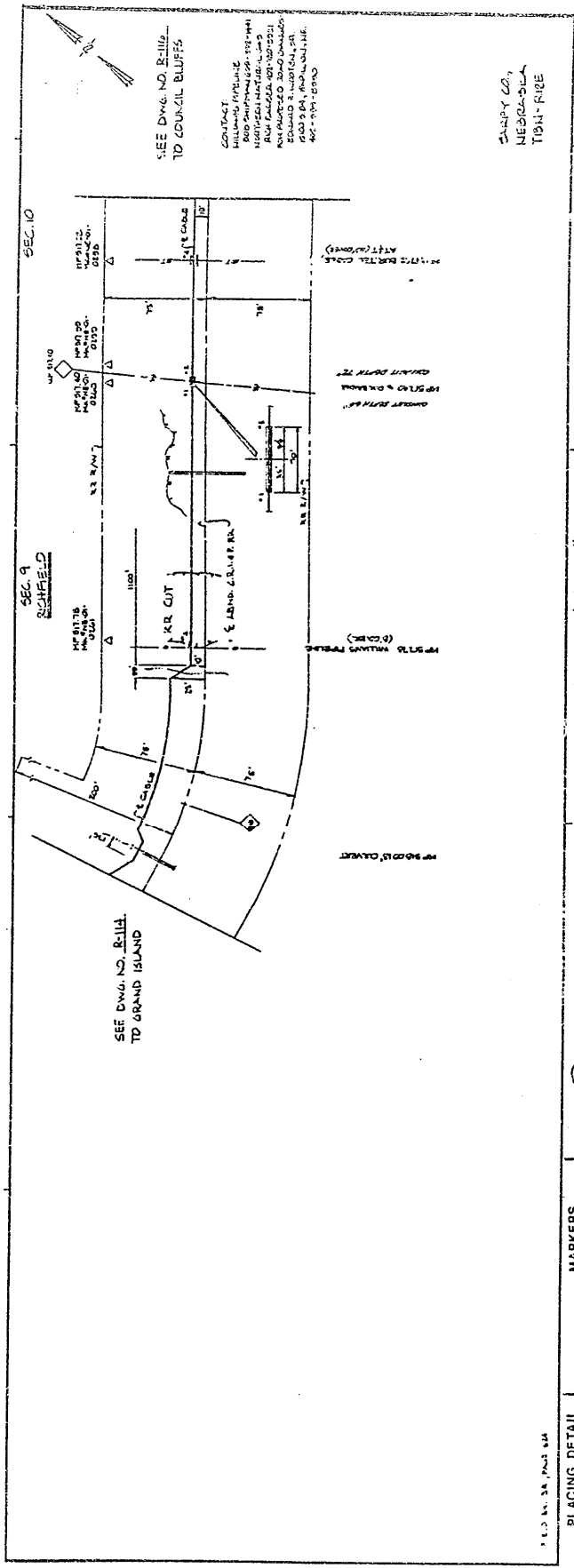
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REVISION	#1 9-20-86 CA REPLACED

PLACING DETAIL

CABLE	
CONDUIT	2" PVC
	3" PVC
	4" PVC
	6" PVC
	8" PVC
	10" PVC
	12" PVC
	14" PVC
	16" PVC
	18" PVC
	20" PVC
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	96" PVC
	98" PVC
	100" PVC



Chicago Pacific

EXHIBIT "H-10"
5/12/87

PLACING DETAIL

CABLE	
CONDUIT	1/2" x 4" E.P.

MARKERS

MISCELLANEOUS

- 3 1/2" PLANK
- 4 3" DIA. TIE (OP)

US Telecom

GRAND ISLAND TO COUNCIL BLUFFS

NO. _____

DATE _____

BY _____

FOR ID. NO. _____

PROJECT NO. _____

DATE _____

SCALE _____

SEE DWG. NO. E-112
TO GRAND BLUFFS

CONTRACTS
AND PROVISIONS TO CONTRACT
NO. 1 PER. 4-10-07
NORTHWEST LUMBER CO.
7077 BARRETT, WASH. DC 20001

SARPY CO.
NEBASKA
T. 134N. - R. 12E

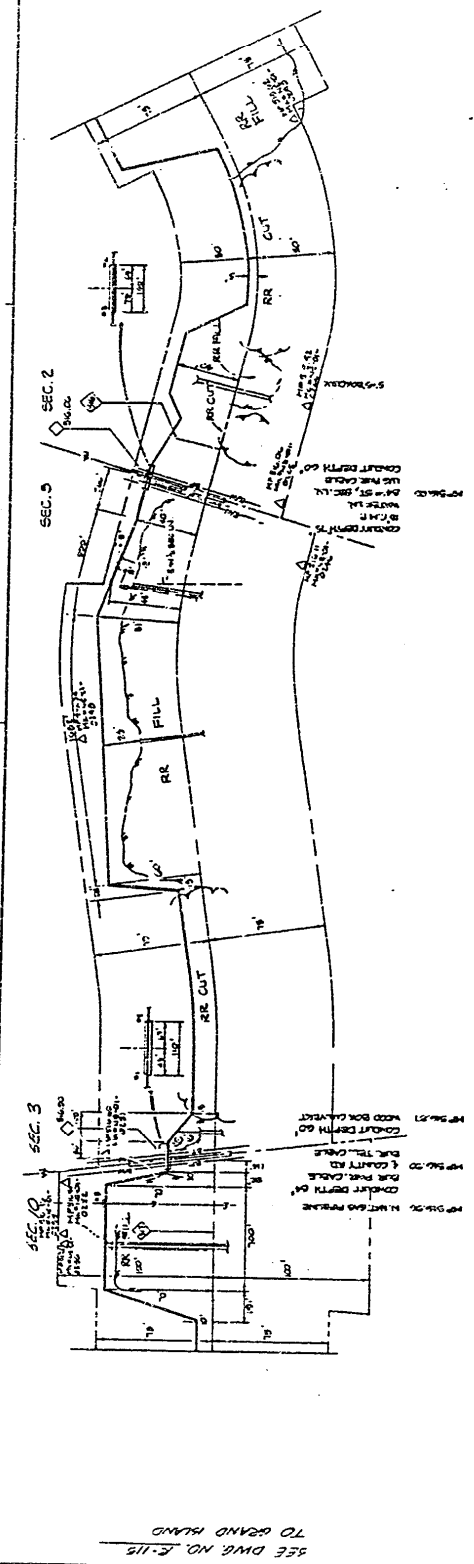


EXHIBIT "A-11"
5/12/07

US TELEGRAPH

GRAND ISLAND TO COMMO. BLUFFS

NO.	12
DATE	5/12/07
BY	J.P.
APPROVED BY	J.P.
DATE	5/12/07
REVISION BY	
DATE	

MISCELLANEOUS

MARKERS	
CABLE	
CONDUIT	
PLACING DETAIL	

MISCELLANEOUS

MARKERS	
CABLE	
CONDUIT	
PLACING DETAIL	

MISCELLANEOUS

MARKERS	
CABLE	
CONDUIT	
PLACING DETAIL	

CONDUIT
1" x 1/2" x 1/2"
3" x 1/2" x 1/2"

CABLE

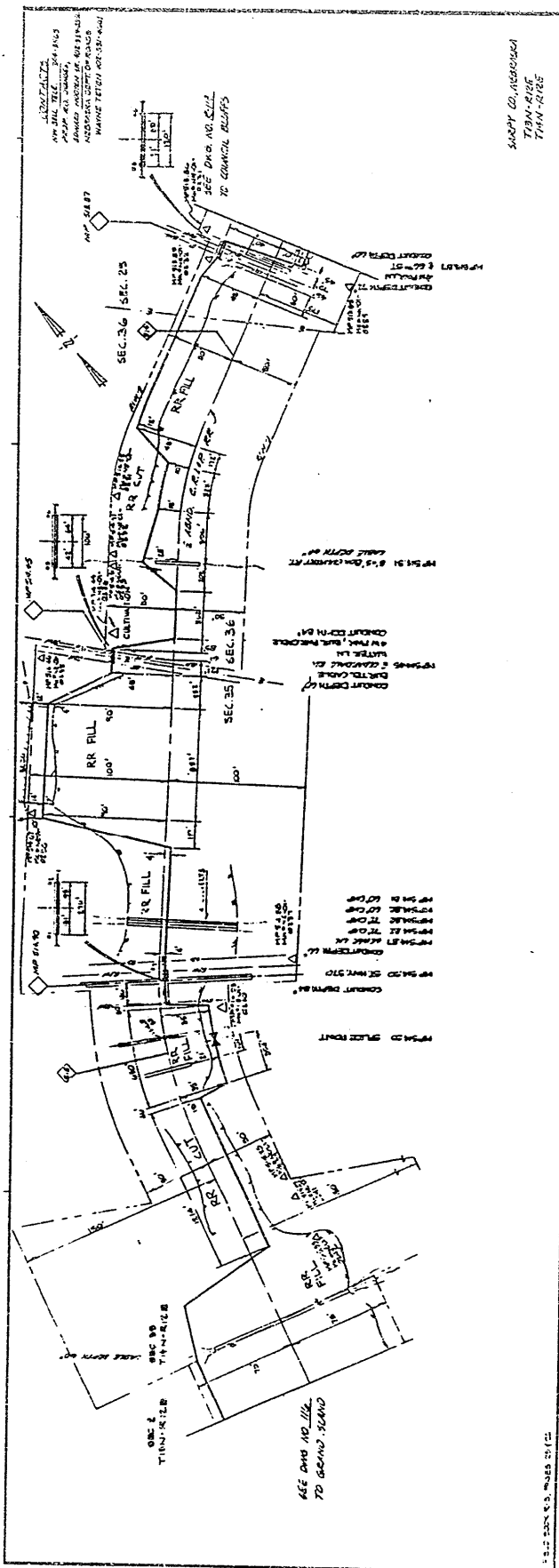
MARKERS

MISCELLANEOUS
CNY'S PLANK

US TELEGRAPH
GRAND ISLAND TO COMMO. BLUFFS

EXHIBIT "A-11"
5/12/07

Chicago Pacific

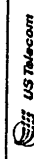


SHIPPY CO. ALABAMA
TWIN-RISE
TWIN-RISE

Chicago Pacific

EXHIBIT "A-12"

5/12/87



GRAND ISLAND TO COUNCIL BLUFFS	DATE
DATE	DATE
TIME	DATE
PLACE	DATE
DATE	DATE
DATE	DATE
DATE	DATE

MARKERS

MISCELLANEOUS
DATE

CONDUIT

CON	4" 4" DP
CON	3" 4" 100' 4" DP
CON	3" 0" 150' 4" DP

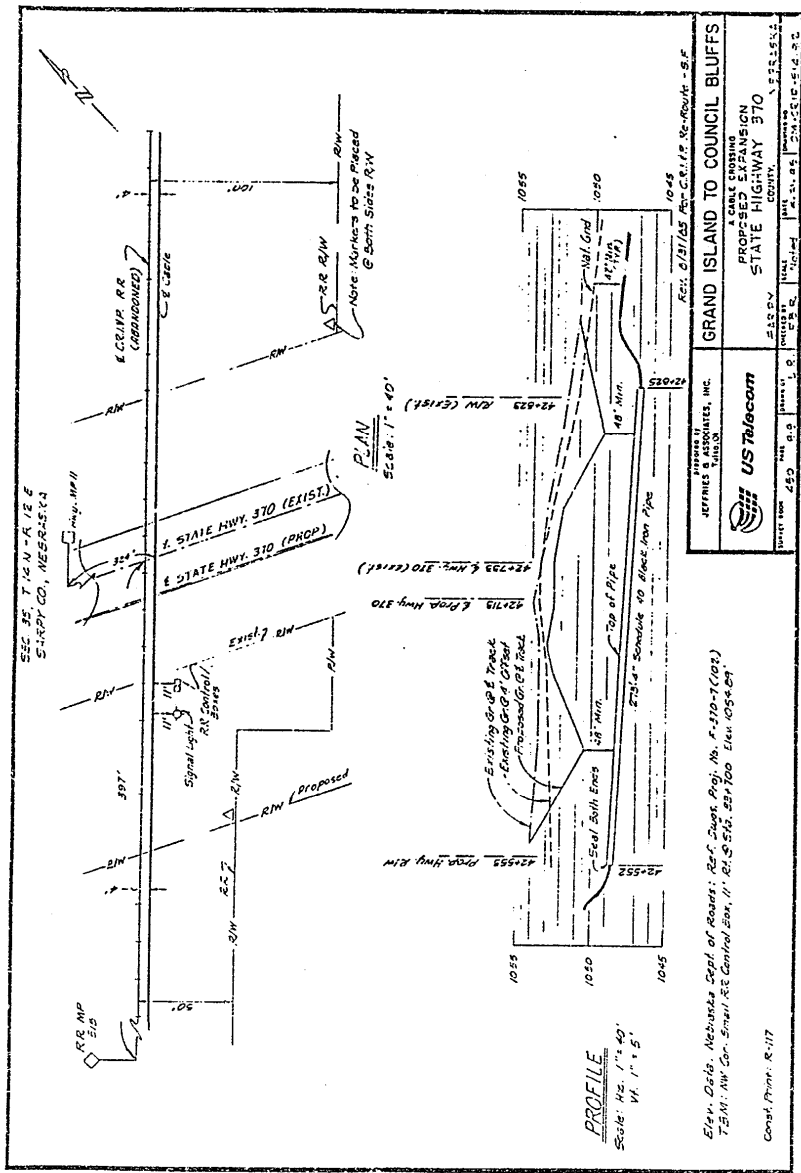
PLACING DETAIL

CABLE

5-12-87 5:12 PM 5/12/87

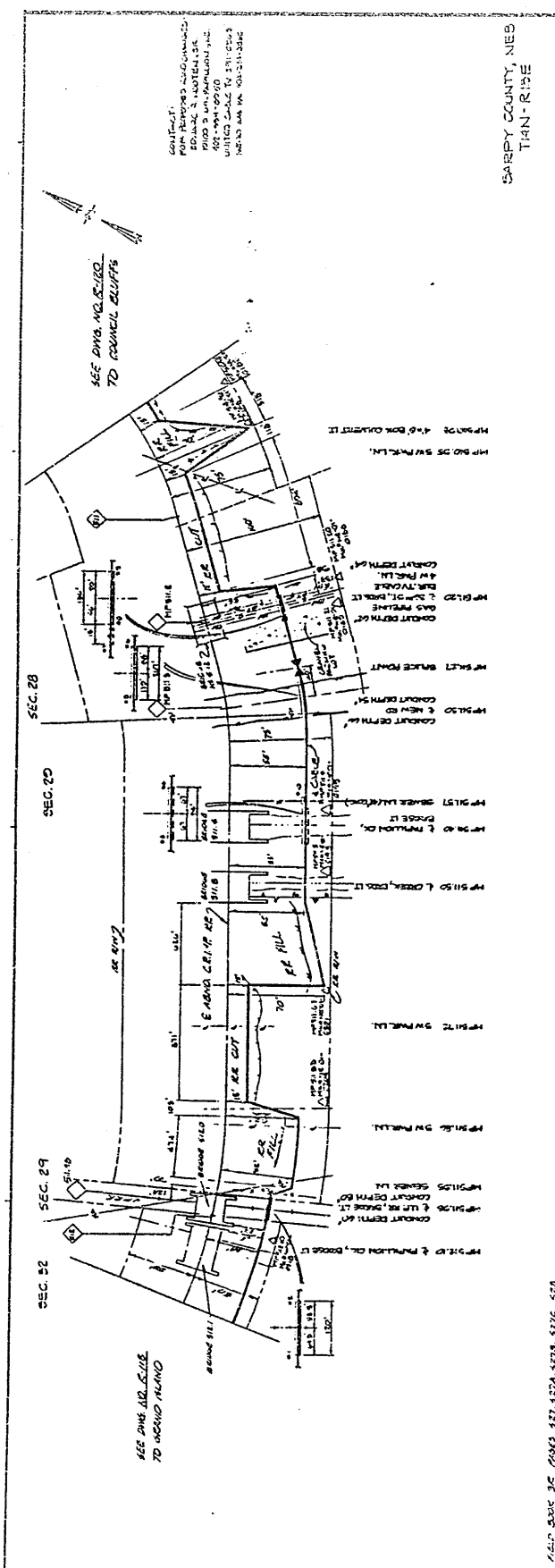
600-2110 0

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

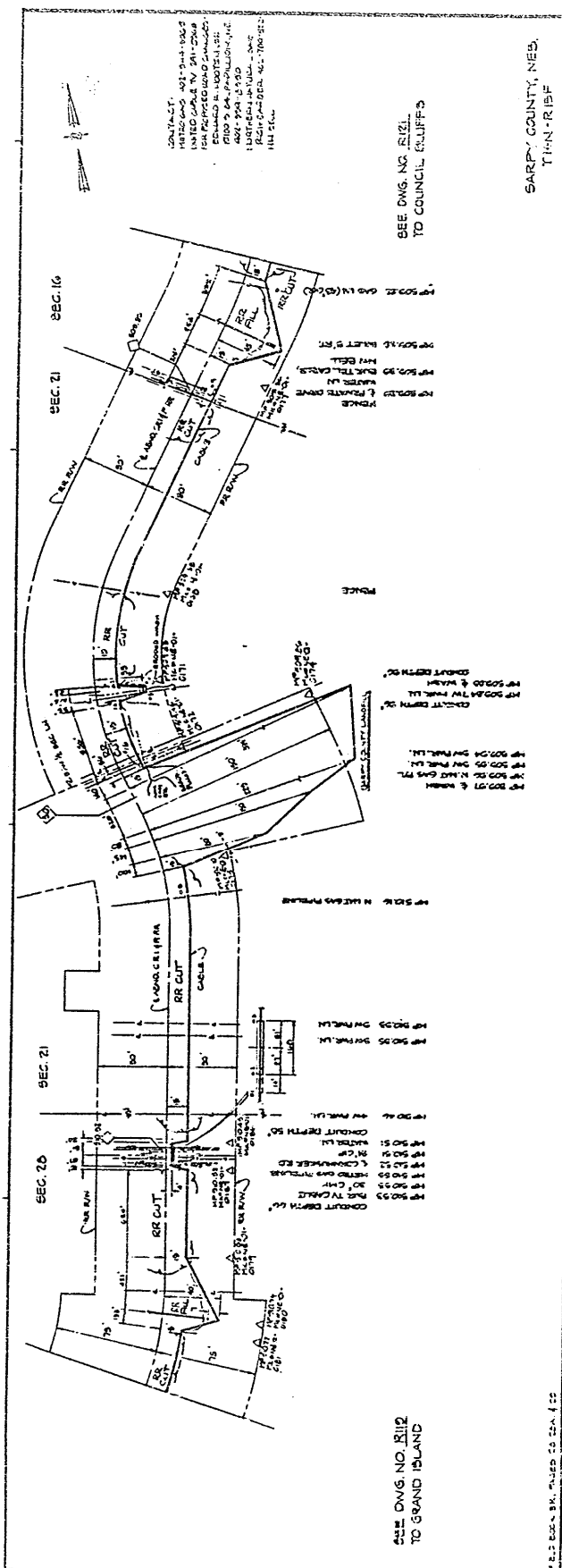


Chicago Pacific

60-11-10



100-101-1000



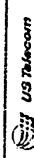
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SEE DWG. NO. R112
 TO GRAND ISLAND

SARPY COUNTY, NEB.
 TOWN OF RISE

EXHIBIT "A-16"
 5/12/87

Chicago Pacific

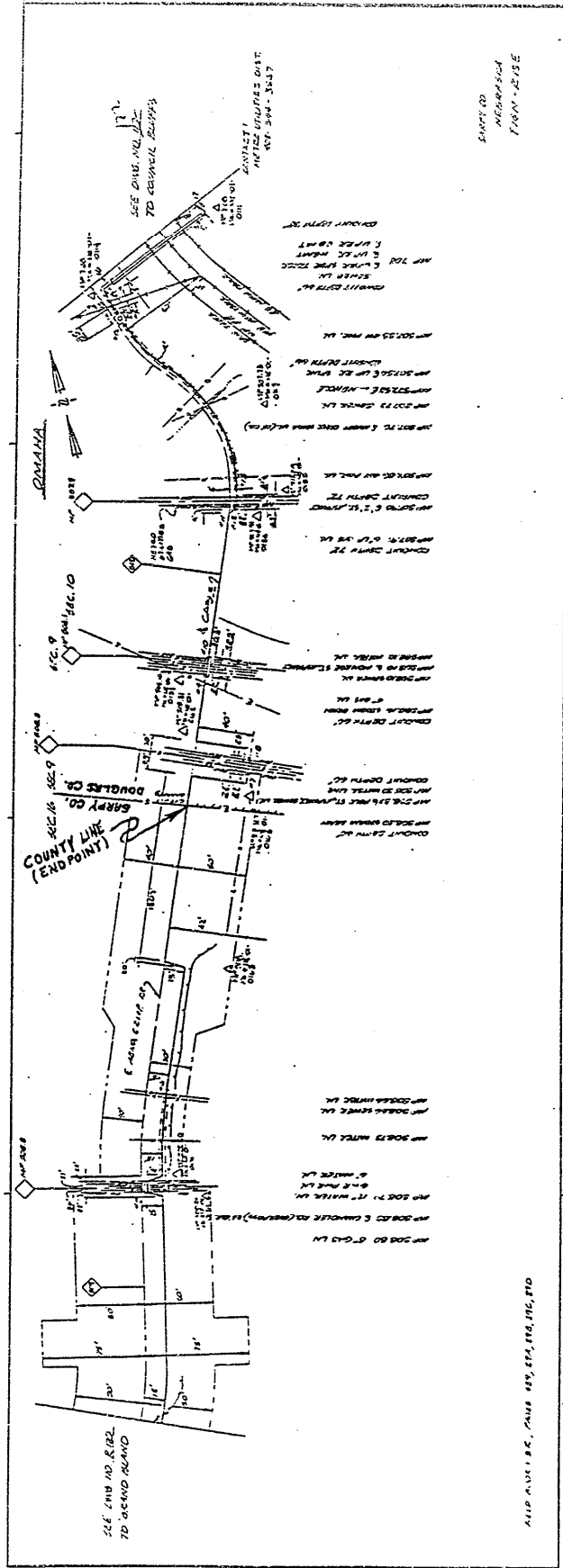


GRAND ISLAND TO COUNCIL BLUFFS	
NO.	100
DATE	5/12/87
BY	...
FOR	...
SCALE	...
PROJECT	...
NO.	...

MARKERS	
MISCELLANEOUS	
CON	...
...	...

PLACING DETAIL	
CABLE	
CONDUIT	
CON	...
...	...

5 CHIE-09

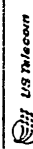


EMPTY CO
MICHIGAN
TOWN - 215E

EXHIBIT "A-17"

5/12/87

Chicago Pacific



WIND BLENDS TO CONDUIT ROUTE

DATE	5/12/87		
BY	W		
FOR	CHIE-09		
PROJECT	CHIE-09		
SCALE	AS SHOWN		
REVISIONS			
NO.	DATE	BY	DESCRIPTION
1			

MARKERS

MISCELLANEOUS	AS AVAILABLE
---------------	--------------

PLACING DETAIL

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

ALSO SEE S.E., PAGE 45, 56, 57, 58, 59, 60, 61, 62