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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 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 LANCASTER 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 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.

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.

9822
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

9822
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.



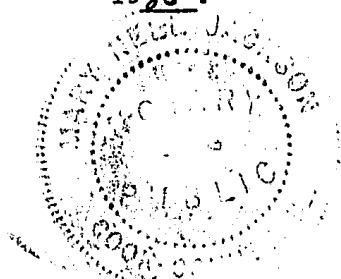
CHICAGO PACIFIC CORPORATION

ASST. 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 A. Steven Crown personally know to me to be the Vice President of CHICAGO PACIFIC CORPORATION, a Delaware corporation, and Nancy A. Norman 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 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 April, 1985.



Mary Nell Jackson
Notary Public

My Commission Expires:

November 1, 1987

9822
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April 15, 1985
Lancaster 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 a line 4 feet southerly of and parallel to the centerline of the Grantor's railroad right-of-way and the east line of Section 1, Township 10 North, Range 8 East, 6th P.M., being also the east line of Lancaster County, Nebraska;

Thence westerly along said line 4 feet southerly of and parallel to said railroad centerline through Sections 1, 2, 3, 4, 5, 6 and 7 to the west line of said Section 7; thence southerly along said west line of Section 7 to a line 41 feet southerly of and parallel to the centerline of said railroad right-of-way, all in Township 10 North, Range 8 East, 6th P.M.;

Thence westerly along said line 41 feet southerly of and parallel to said right-of-way centerline through Sections 12, 11, 10 and 9, Township 10 North, Range 7 East, 6th P.M. to a line 1,550 feet easterly of and parallel to the west line of said Section 9; thence northerly along said line easterly of said west line of said Section 9 to a line 33 feet southerly of and parallel to said right-of-way centerline; thence continuing westerly along said line 33 feet southerly of said right-of-way centerline through the Northwest Quarter of Section 9, the Northeast Quarter of Section 8 and the Northwest Quarter of Section 8 to a line 180 feet

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Lancaster Co., Nebraska

EXHIBIT A - continued

westerly of and parallel to the east line of said Northwest Quarter of Section 8, Township 10 North, Range 7 East, 6th P.M.;

Thence northerly along said line 180 feet westerly of said east line of the Northwest Quarter of Section 8 to a line 12 feet southerly of and parallel to the centerline of said right-of-way; thence southwesterly along said line 12 feet southerly of and parallel to said right-of-way centerline to a line 1200 feet easterly of and parallel to the west line of said Section 8, Township 10 North, Range 7 East, 6th P.M.;

Thence southerly along said line 1200 feet easterly of and parallel to the west line of Section 8 to a line 18 feet southerly of and parallel to said right-of-way centerline; thence southwesterly along said line 18 feet southerly of said right-of-way centerline through the Southwest Quarter of Section 8, the Southeast Quarter of Section 7, the North Half of Section 18, Township 10 North, Range 7 East, 6th P.M.; thence continuing southwesterly through the Northeast Quarter and the South Half of Section 13, the Northwest Quarter of Section 24 to a TERMINATION at the north right-of-way line of the Union Pacific System, Township 10 North, Range 6 East, P.M.

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7- 548
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96
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LANCASTER COUNTY, NEBR.
Dan Jallo
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INST. NO 85 9822

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