Del. Co. Aud.

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January A.D. 2006
Sharon McCrabb, Auditor
By A. Schmidt, Deputy
89-87

Book 2006 Page 91

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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

This document was prepared by:

Chicago, Central & Pacific Railroad Company
Real Estate Department
17641 S. Ashland Avenue
Homewood, Illinois, 60430
Telephone: (708) 332-3541
Return to and
Tax statement to be sent to:

Delaware County Auditor

301 E. Main

Manchester, Iowa 52057

QUITCLAIM DEED

THIS INDENTURE Witnesseth that the **Grantor, CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY**, a Delaware corporation, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) in hand paid and other valuable consideration, hereby Conveys and Quitclaims to the **Grantee, DELAWARE COUNTY, IOWA**, all right, title, interest and claim in and to the following described lands and property situated in the County of Delaware and State of Iowa to wit:

Parcel H as recorded in Book 2005, page 2612 and more particularly described as follows:

Part of the Southwest Quarter of Section 32, Township 89 North, Range 4 West of the Fifth Principal Meridian, Town of Delaware, Delaware County, Iowa, containing a total of 0.95 acres, subject to easements of record, and more particularly described by metes and bounds as follows:

Legal description continues on page 2

Commencing at the West Quarter Corner of Section 32, Township 89 North, Range 4 West of the Fifth Principal Meridian, Delaware County, Iowa;

Thence along the Northerly line of the Southwest Quarter of said Section 32, South 89 degrees, 42 minutes, 58 seconds East, to the Westerly line of Iowa State Highway # 38, 1561.48 feet;

Thence along the Westerly line of Iowa State Highway # 38, South 00 degrees, 28 minutes, 18 seconds West, to the Northerly line of the Chicago, Central & Pacific Railroad, 60.00 feet to the POINT OF BEGINNING;

Thence continuing along the Westerly line of Iowa State Highway # 38, South 00 degrees, 28 minutes, 18 seconds West, 19.37 feet;

Thence along a circular curve concave Southerly for an arc length of 108.18 feet, said circular curve having a radius of 3354.00 feet, a central angle of 01 degrees, 50 minutes, 53 seconds, a chord length of 108.17 feet and a chord bearing of South 83 degrees, 34 minutes, 58 seconds West;

Thence South 82 degrees, 39 minutes, 32 seconds West, to a corner on the Northerly line of the Chicago, Central & Pacific Railroad, 562.54 feet;

Thence along the Northerly line of the Chicago, Central & Pacific Railroad, North 00 degrees, 33 minutes, 16 seconds East, to the intersection of the Northerly line of said Chicago, Central & Pacific Railroad and Northerly line of Root Street, 106.64 feet;

Thence along the Northerly line of said Chicago, Central & Pacific Railroad, South 89 degrees, 42 minutes, 58 seconds East, 664.56 feet to the point of beginning. Containing a total of 0.95 acres and subject to easements of record.

The Northerly line of the Southwest Quarter of Section 32, Township 89 North, Range 4 West of the Fifth Principal Meridian, Delaware County, Iowa is assumed to bear South 89 degrees, 42 minutes, 58 seconds East.

Grantor reserves for itself, its successors and assigns the right for the continued use, maintenance, repair, replacement and reconstruction of all existing driveways, roads, highways, conduits, sewers, water mains, fiber optic cables and/or communication systems gas lines, electric power lines, wires and other utilities and easements on the Premises, whether or not of record including access thereto. Grantee will not interfere with the rights herein reserved by Grantor or interfere with any facilities used pursuant thereto.

Grantee covenants and agrees that it shall not do nor cause to be done any act that will impede the natural flow of drainage water over the property herein conveyed as to cause such drainage of water to accumulate on the Grantor's remaining property adjacent to the property herein conveyed to the detriment of Grantor's, its successors or assigns, use and enjoyment of Grantor's remaining property. Provided, however, this covenant shall in no way be construed to prohibit the Grantee from erecting buildings or other improvements on the property herein conveyed so long as drainage, equivalent to that presently existing, is maintained whether naturally or by other means. This covenant shall run with the property herein conveyed and be binding upon the Grantee, its successors and assigns forever.

Grantee covenants and agrees for itself, its successors and assigns that it shall not do anything that would directly or indirectly impair or damage Grantor's adjacent embankment and shall secure Grantor's prior written approval of any and all construction involving said embankment. This covenant shall run with the land herein above conveyed and be binding upon the Grantee, its successors and assigns forever. Grantor reserves for itself, its successors and assigns the right to enter upon the Premises to be conveyed for the purpose of construction, maintenance and repair of said embankment. Should Grantee, in Grantors' sole opinion, fail to preserve and safeguard said embankment as aforesaid, any costs incurred by Grantor in connection with work necessary to preserve and safeguard said embankment shall be at the sole expense of Grantee, its successors and assigns. Grantee's obligation to pay the aforesaid costs shall be binding upon its successors and assigns and shall run with the Premises to be conveyed.

IN WITNESS WHEREOF, CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, the Grantor, has caused these presents to be signed by its Vice President and Treasurer, he being thereunto duly authorized this 23rd day of December, 2005.

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY

By: _____

Ghislain Houle
Vice President and Treasurer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, Do Hereby Certify that Ghislain Houle, personally known to me to be the Vice President and Treasurer of CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, a Delaware corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such Vice President and Treasurer of said corporation, he signed and delivered the said instrument as Vice President and Treasurer, pursuant to authority given by the Board of Directors of said corporation as his 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 23rd day of December, 2005.

NOTARY PUBLIC

OFFICIAL SEAL
ARTHUR L SPIROS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/02/09

My Commission Expires: April 2, 2009

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