

REAL ESTATE TRANSFER
TAX PAID <u>21</u>
<u>65</u> STAMP #
\$ <u>1.65</u>
<u>Mary E. Welty</u>
RECORDER
<u>5-17-88</u> <u>Madison</u>
DATE COUNTY

ENTERED FOR TAXATION:
 THIS 18 DAY OF May 1988
 AUDITORS FEE \$ 10.00
Joan Welch
 AUDITOR
Becky McDonald Clerk
 DEPUTY AUDITOR

COMPUTER
 FILED NO. 2122
 BOOK 124 PAGE 335
 1988 MAY 17 PH 3:55
 MARY E. WELTY
 RECORDER
 MADISON COUNTY, IOWA
 Fee \$10.00
 Transfer \$10.00

Compsred

IOWA QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That HAWKEYE LAND COMPANY, a/k/a HAWKEYE LAND CO. having its principal place of business at 2497 Ivanhoe Road, Cedar Rapids, in Linn County, and State of Iowa, a corporation organized and existing under the laws of Iowa, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby quitclaim unto WILLIAM O. JURGENSEN and MARGARET A. JURGENSEN, R.R. 4, Winterset, Iowa 50273, except as stated below, all of Grantor's interest, if any, in the following described real estate situated in Madison County, Iowa, to-wit:

ALL OF THE FORMER RIGHT-OF-WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY SITUATED ON AND WITHIN THE FOLLOWING-DESCRIBED REAL ESTATE:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (1/4) OF SECTION FIFTEEN (15) AND RUNNING THENCE WEST 60 RODS, THENCE SOUTH 40 RODS, THENCE WEST 60 RODS, THENCE SOUTH 120 RODS TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE EAST 120 RODS TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION, THENCE NORTH 160 RODS TO THE PLACE OF BEGINNING (EXCEPTING THE SOUTH HALF (1/2) OF 20 ACRES IN A SQUARE FORM IN THE SOUTHEAST CORNER OF SAID QUARTER SECTION) AND THE SOUTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4), (EXCEPT THE NORTH TWO (2) RODS THEREOF HERETOFORE CONVEYED FOR ROAD PURPOSES, AND ALSO EXCEPT THAT PART THEREOF LYING EAST OF THE PUBLIC HIGHWAY AS THE SAME EXTENDS THROUGH SAID 20-ACRE TRACT, ESTIMATED TO CONTAIN 6.75 ACRES) OF SECTION FOURTEEN (14), ALL IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA; AND THE WEST TWELVE (12) ACRES OF THE SOUTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION FOURTEEN (14), ALL IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

The Grantor reserves unto itself, its successors, grantees and assigns, the right and privilege for the continued maintenance, operation and use of all existing driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities and easements of any kind whatsoever on said premises, whether or not of record, including the repair, reconstruction and replacement thereof, unless otherwise provided for herein and a further reservation of the right and privilege of the Grantor, its successors, grantees, and assigns to convert any existing leases, licenses and agreements 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.

To the extent not already reserved by Grantor's predecessor in interest, Grantor reserves unto itself, its successors, grantees and assigns exclusive perpetual easements, together with a reasonable right of entry thereto, 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, water lines, sewer lines, steam lines, 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 described herein, provided, however, that the exercise of the rights reserved shall not unreasonably interfere with the Grantee's use of the surface. The rights reserved include the right to reconstruct, re-erect and to reinstall each and every transportation facility herein contemplated.

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

This conveyance is made pursuant to the terms of an Offer to Purchase accepted by Grantor May 4, 1988, and the terms thereof shall survive delivery of this Quitclaim Deed.

IN WITNESS WHEREOF, said corporation has caused this instrument to be duly executed this 4 day of May, 1988.

HAWKEYE LAND COMPANY

BY: [Signature]
RICK STICKLE,
PRESIDENT AND SECRETARY

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this 4th day of MAY, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Rick Stickle, to me personally known, who being by me duly sworn, did say that he is the President and Secretary of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Rick Stickle as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Michael D. Peterson
NOTARY PUBLIC IN AND FOR
STATE OF IOWA