

CUSTODIAN

No. 128

INDUSTRIAL DEVELOPMENT  
& REAL ESTATE DEPT.

CHICAGO, R. I. & P. R. R. CO.

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that WILLIAM M. GIBBONS, Trustee of the Property of the CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, Debtor, as Trustee and not as an individual, herein designated as "Grantor," pursuant to Court Order No. 234, dated May 5, 1980, entered by the United States District Court for the Northern District of Illinois, Eastern Division, in the matter of the Chicago, Rock Island and Pacific Railroad Company, Debtor, No. 75 B 2697, and pursuant to every other power and authority which pertains to him, 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 and CONVEY, subject to the reservations and exceptions hereinafter set forth, unto KASKA FARM CORP., whose address is RR #4, Box 150, Fairfield, Iowa 52556, herein designated as "Grantee," all of Grantor's rights, title and interest, estate, claim and demand in the following described parcel of land situated in the County of Jefferson, State of Iowa, to wit:

A fifty (50) foot wide strip of land located in the West Half of the Northeast Quarter of Section 12, Township 73 North, Range 9 West, being a portion of that interest conveyed by John Kurka to the Chicago, Rock Island and Pacific Railway Company by deed recorded Book 52, page 535 in the records of the County Recorder. Said fifty (50) foot wide strip is the southeasterly portion of the one hundred (100) foot wide right-of-way of the Chicago, Rock Island and Pacific Railroad Company as same is presently laid out and located in said Northeast Quarter and as represented in hatched lines on the print dated MAY 18, 1983, marked Exhibit "A", attached hereto and by reference made a part hereof.

The Grantor reserves unto himself, his successors and assigns, all of the coal, oil, gas, casinghead gas, lignite, sulphur, water and all other ores and minerals of every kind and nature in addition to the foregoing, underlying the surface of the property herein described, together with the full right, privilege and license at any and all times to explore or drill for and to protect, conserve, mine, take, extract, remove and market any and all such products.

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

The Grantor further reserves unto himself, his successors, grantees and assigns, exclusive perpetual easements 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 represented on Exhibit "A" dated MAY 18, 1983, 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, his successors or assigns.

The Grantor reserves to himself, his designated agents and their employees, with all necessary equipment and vehicles, a temporary easement to enter upon and have roadway access to part or all of the described premises at any time. Said temporary easement shall be for the sole purpose of removal of any part or all of buildings, structures, and other improvements which include, without limitation, rail, ties, other track material, bridges, signals, communication devices and pole lines which may exist on or about, or which may be attached or affixed to said premises. Furthermore, the Grantor, his designated agent and their employees shall have the right of ingress and egress over and across the premises to access adjacent lands solely for the above-stated purposes. The temporary easement shall terminate three hundred sixty-five (365) days after the date of delivery of this quitclaim deed.

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 herein described.

This conveyance is made pursuant to the terms of a Purchase Agreement dated May 3, 1983 and the terms thereof shall survive delivery of this Quitclaim Deed.

IN WITNESS WHEREOF, this instrument is executed by the Grantor this 7<sup>TH</sup> day of JUNE, 1983.

WITNESS:

WILLIAM M. GIBBONS, Trustee of the Property of the CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, Debtor

Carl Parker  
Title and Closing Officer

William M. Gibbons  
Trustee

APPROVED

[Signature]

General Attorney

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK         )

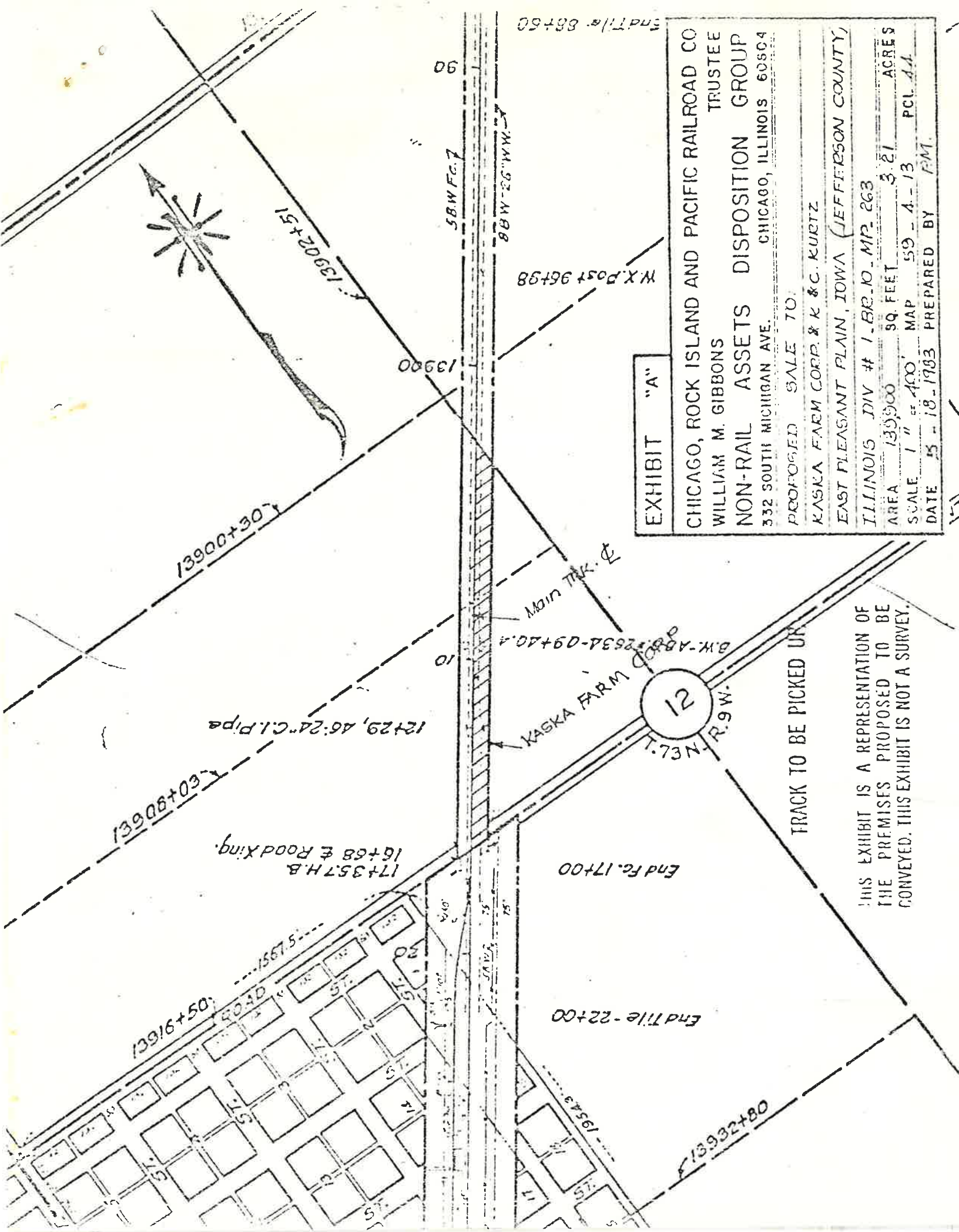
On this 7<sup>TH</sup> day of JUNE, A. D., 1983, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared WILLIAM M. GIBBONS, Trustee as aforesaid, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged he executed same as his voluntary act and deed.

Thomas L. Swell  
Notary Public

My Commission Expires:

9-2-84

rlf-8



**EXHIBIT "A"**

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD CO  
 TRUSTEE  
 WILLIAM M. GIBBONS  
 NON-RAIL ASSETS DISPOSITION GROUP  
 332 SOUTH MICHIGAN AVE. CHICAGO, ILLINOIS 60604

PROPOSED SALE TO:  
 KASKA FARM CORP. & K. & C. KURTZ  
 EAST PLEASANT PLAIN, IOWA (JEFFERSON COUNTY)

ILLINOIS DIV # 1-BE-10-MP-263  
 AREA 139900 SQ. FEET 3.21 ACRES  
 SCALE 1" = 400' MAP 59-4-13 PCL 44  
 DATE 5-18-1983 PREPARED BY FM.

TRACK TO BE PICKED UP

THIS EXHIBIT IS A REPRESENTATION OF THE PREMISES PROPOSED TO BE CONVEYED. THIS EXHIBIT IS NOT A SURVEY.

END TIE - 22+00

End Fe. 17+00

1954.3

13932+80

13916+50

17+35.7 H.B.

16+68 & Road King.

13900+30

12+29, 46:24 C.I. Pipe

10

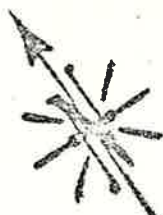
13900

W.X. Post 96+98

90

58W Fc. 7

88W-26" W.W.



END TIE - 88+50

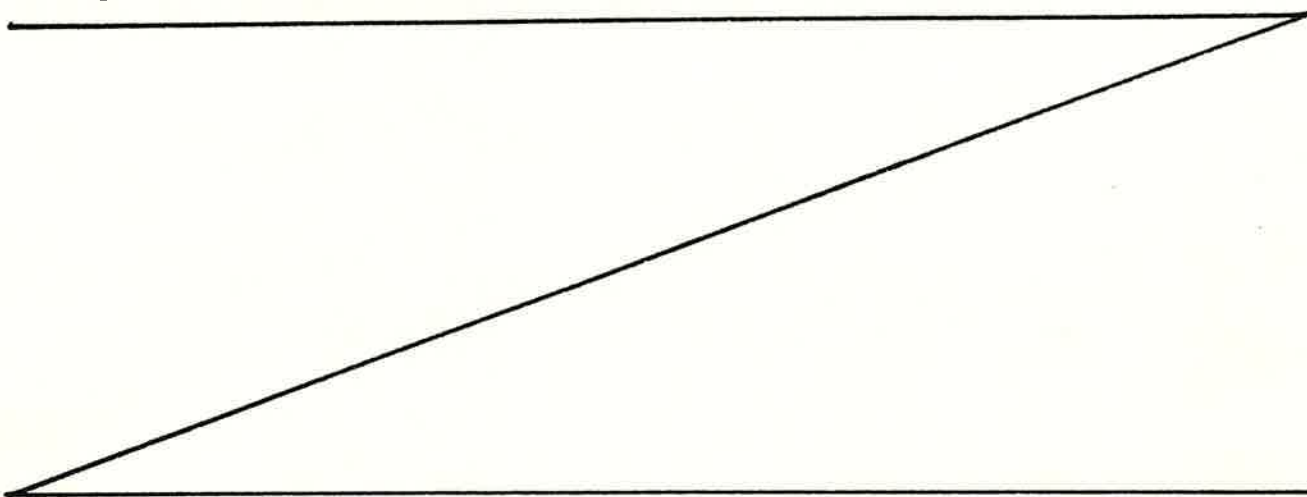
QUITCLAIM DEED



KNOW ALL MEN BY THESE PRESENTS That WILLIAM M. GIBBONS, Trustee of the Property of the CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, Debtor, as Trustee and not as an individual, Grantor herein, pursuant to Court Order No. 234, dated May 5, 1980, entered by the United States District Court for the Northern District of Illinois, Eastern Division, in the Matter of the Chicago, Rock Island and Pacific Railroad Company, Debtor, No. 75 B 2697, and pursuant to every other power and authority to him pertaining, 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 and CONVEY, subject to the reservations and exceptions hereinafter set forth, unto KASKA FARM CORP., ARDELL KASKA (President), whose address is R. R. 4, Box 15, Fairfield, Iowa 52556, 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 situated in the County of Jefferson, State of Iowa, to wit:

A fifty (50) foot wide strip of land in the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 12, Township 73 North, Range 9 West of the Fifth Principal Meridian, being a portion of that interest conveyed by Jacob Kaska and Wife to The Chicago, Rock Island and Pacific Railway Company by deed recorded in Book 50, Page 534 in the records of the County Recorder. Said fifty (50) foot wide strip is the Southeasterly portion of the one hundred foot right-of-way of The Chicago, Rock Island and Pacific Railway Company as same is laid out and located in said Northwest Quarter (NW $\frac{1}{4}$ ) of Section 12 and as represented in hatched lines on the print dated MAY 19, 1983, marked Exhibit "A", attached hereto and by reference made a part hereof.

The Grantor reserves unto himself, his successors and assigns, all of the coal, oil, gas, casinghead gas, lignite, sulphur, water and all other ores and minerals of every kind and nature in addition to the foregoing, underlying the surface of the property herein described, together with the full right, privilege and license at any and all times to explore or drill for and to protect, conserve, mine, take, extract, remove and market any and all such products.



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

The Grantor further reserves unto himself, his successors, grantees and assigns, exclusive perpetual easements 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 represented on Exhibit "A" dated MAY 19, 1983, 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, his successors or assigns.

The Grantor reserves to himself, his designated agents and their employees, with all necessary equipment and vehicles, a temporary easement to enter upon and have roadway access to part or all of the described premises at any time. Said temporary easement shall be for the sole purpose of removal of any part or all of buildings, structures, and other improvements which include, without limitation, rail, ties, other track material, bridges, signals, communication devices and pole lines which may exist on or about, or which may be attached or affixed to said premises. Furthermore, the Grantor, his designated agent and their employees shall have the right of ingress and egress over and across the premises to access adjacent lands solely for the above-stated purposes. The temporary easement shall terminate three hundred sixty-five (365) days after the date of delivery of this Quitclaim Deed.

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 herein described.

This conveyance is made pursuant to the terms of a Purchase Agreement dated April 25, 1983 and the terms thereof shall survive delivery of this Quitclaim Deed.

IN WITNESS WHEREOF, this instrument is executed by the Grantor this 7<sup>TH</sup> day of JULY, 1983.

WITNESS:

WILLIAM M. GIBBONS, Trustee of the Property of the CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, Debtor

*Carl Parker*

Title and Closing Officer

*Wm M Gibbons*

Trustee

APPROVED

*A. B. Wilson*

General Attorney

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK     )

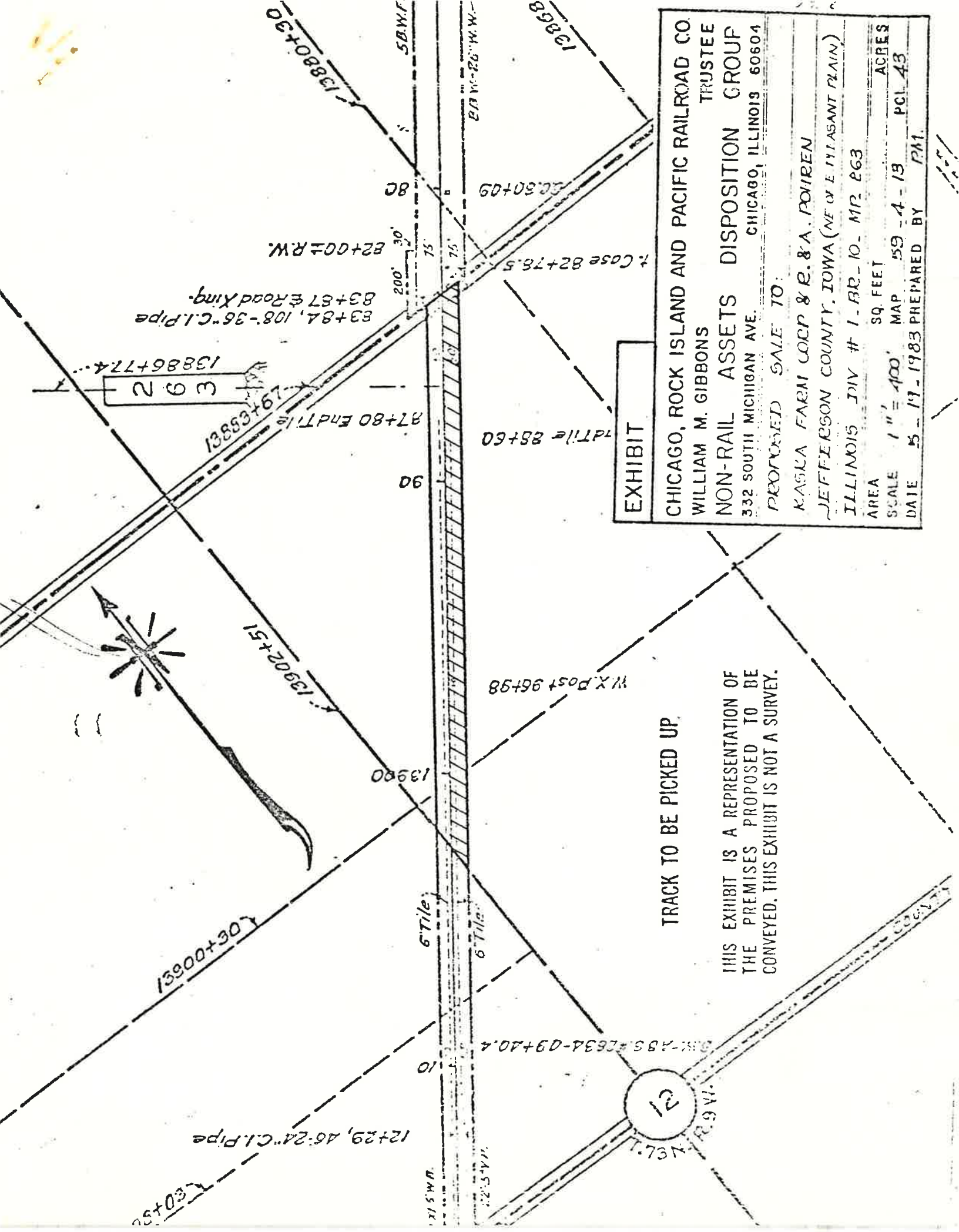
On this 7<sup>TH</sup> day of JULY, A. D., 1983, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared WILLIAM M. GIBBONS, Trustee as aforesaid, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged he executed same as his voluntary act and deed.

*Thomas L. Welch*

Notary Public

My Commission Expires:

9-2-84



**EXHIBIT**

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD CO.  
 TRUSTEE  
 WILLIAM M. GIBBONS  
 NON-RAIL ASSETS DISPOSITION GROUP  
 332 SOUTH MICHIGAN AVE. CHICAGO, ILLINOIS 60604  
 PROPOSED SALE TO:  
 KASKA FARM COOP & R. & A. POIREN  
 JEFFERSON COUNTY, IOWA (NE OF E. PLEASANT PLAIN)  
 ILLINOIS DIV # 1. BR. 10. MP. 263  
 AREA SQ. FEET  
 SCALE 1" = 400' MAP 59-4-19 PCL 43  
 DATE 5-17-1983 PREPARED BY RM.

TRACK TO BE PICKED UP.

THIS EXHIBIT IS A REPRESENTATION OF THE PREMISES PROPOSED TO BE CONVEYED. THIS EXHIBIT IS NOT A SURVEY.



83+84, 108'-36" C.I. Pipe  
 83+87 & Road Xing.

WGN  
 13886+77.4...

E2+00±R.W.

Tile 28+60

W.X. Post 96+98

6" Tile  
 6" Tile

12+29, 46'-24" C.I. Pipe

83+84-83+84-09+10.4

115 SW  
 123+47

160+52

106+00831

13900

13902+51

87+80 End Tile  
 19+65831

90

30'

80

50 W.F.

80 W-20' W.W.

80+0900

Case 82+78.5

1988

1980+90



QUITCLAIM DEED

KNOW ALL 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 HAWKEYE LAND COMPANY, an Iowa corporation, whose address is P. O. Box 5399, Cedar Rapids, Iowa 52406, 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 situated in the County of Jefferson, State of Iowa, to wit:

A strip of land of varying widths constituting the former line of railroad and associated station grounds, yards, depots, stock pens, coaling and watering sites and borrow pits as same are evidenced, monumented and located through the following described areas:

THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY

Parcel #1

Commencing at the intersection of the former main track centerline and the east line of Jefferson County in the Northwest Quarter of Section 6, Township 73 North, Range 8 West; thence Southwesterly along said main track centerline through Sections 1, 12, 11, 14, 23, 22, 27, 28 and 33, Township 73 North, Range 9 West; thence continuing Southwesterly as aforesaid through Sections 4, 5, 8, 7 and 18, Township 72 North, Range 9 West; thence continuing Southwesterly as aforesaid through Sections 13, 24, 23, 26, 35, 34 and 33, Township 72 North, Range 10 West, thence continuing Southwesterly as aforesaid through Sections 4, 5, 8 and 7, Township 71 North, Range 10 West; thence continuing Southwesterly as aforesaid through Sections 12, 11, 10, 15, 16, 17, 21, 20, 19 and 30, Township 71 North, Range 11 West to a point of intersection with the West line of Jefferson County being that interest conveyed in part to Grantor's predecessor by deeds recorded in the records of the Jefferson County Recorder at the following book and page:

<u>BOOK</u>	<u>PAGE</u>
104	524
104	138
104	139
104	140
104	141
119	70
104	154
104	155
104	111
104	286
104	143
104	163
104	142

Entered for Taxation

July 3 1985

*Cynthia Wiley* Auditor

REAL ESTATE TRANSFER	
TAX PAID 8	STAMP \$
\$ 2.75	
Donna L. Clark	
RECORDER	
7/3/85	Jefferson
DATE	COUNTY

BOOKPAGE

104	165
104	153
104	156
104	144
104	145
103	399
103	412
103	411
10	407
103	405
103	400
103	444
10	406
10	405
103	401
111	498
103	402
103	362
104	286
104	118
103	403
103	443
103	404
104	146
104	286
106	403
116	439
104	147
104	148
104	458
104	459
104	149
104	150
104	151
104	211
104	152
119	68
104	385
104	161
104	388
104	389
104	409
107	31
104	384
104	381
104	437
104	386
104	417
104	387
104	390
115	69
115	276

CHICAGO AND SOUTH WESTERN RAILWAY COMPANY and THE CHICAGO,  
ROCK ISLAND AND PACIFIC RAILWAY COMPANY

Parcel #2

Commencing at the intersection of the former main track centerline of said railroad and the east line of Jefferson County in the Northwest Quarter of Section 6, Township 73 North, Range 8 West; thence Southwesterly along said main track centerline through Sections 1, 12, 11, 14, 23, 22, 27 and 33, Township 73 North, Range 9 West; thence continuing Southwesterly as aforesaid through Sections 4, 5, 8, 7 and 18, Township 72 North, Range 9 West; thence continuing Southwesterly through Sections 13, 24, 23, 26 and 35, Township 72 North, Range 10 West; thence continuing Southwesterly as aforesaid through Sections 2, 3, 10, 9, 8 and 7, Township 71 North, Range 10 West; thence continuing Southwesterly as aforesaid through Sections 12, 11, 10, 9, 8, 7 and 18, Township 71 North, Range 11 West to a point of intersection with the West line of Jefferson County, being that interest conveyed in part to Grantor's predecessor by deeds recorded in the records of the Jefferson County Recorder at the following book and page:

<u>BOOK</u>	<u>PAGE</u>
50	519
55	496
50	538
55	496
55	507
50	537
55	595
55	495
50	565
65	126
50	527
50	528
55	519
52	535
50	534
50	526
55	1
55	547
59	529
50	532
50	540
50	536
55	557
55	508
50	529
50	566
70	105
59	544
70	101
70	104
70	105
59	547
50	53
55	634
50	533
53	9
55	547
50	530
50	604
50	539
11	311
50	525
55	272
59	339
50	524
59	333
67	625
70	102

<u>BOOK</u>	<u>PAGE</u>
50	523
50	522
50	581
50	580
50	521
50	520
55	231
55	136
88	171
100	268
50	541
11	378
11	377
11	379
16	465
11	273
14	112
28	568
11	301
11	376
84	618
80	179
75	602
94	90
45	222
45	223
50	542
11	381
14	124
14	14
11	380
11	598
16	492
70	74
11	269
16	433
11	586
11	590
11	588
32	1
11	592
73	301
11	592
28	509
28	508
11	118
14	8
11	581
11	89
95	353
11	514
14	15
11	28
11	594
11	279
11	393
14	11
11	275
80	33
73	509
73	482
70	596

<u>BOOK</u>	<u>PAGE</u>
73	7
73	10
73	282
73	481
75	623
75	551
11	339
11	304
11	302
11	267
11	272
14	66
11	270
11	469
11	274
11	278
88	41
11	276
11	265
14	12
11	600
11	303
14	13
14	97
11	596
11	268
11	271
11	265
55	227
11	266
55	226
11	265
11	277

The description contained herein notwithstanding, the intent of this document is to convey all right, title and interest of the Grantor wherever evidenced, monumented or located in the County aforesaid.

The Grantor further reserves unto itself, its successors, grantees and assigns, exclusive perpetual easements 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 former main railroad track(s), 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. The exercise of the rights hereby reserved shall be limited to transportation and transmission systems of not less than three (3) miles in length in, on, under, above, across and along the property herein described and Grantee shall retain all rights as provided herein for those distances of less than three (3) miles in length.

For the purpose of calculating mileage, the three (3) mile minimum shall be a continuous unbroken line over property formerly owned by the Grantor but such line may extend into the next contiguous county and is not limited to the property herein described.

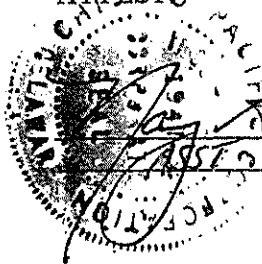
Notwithstanding any other provision of this instrument, the Grantor shall in no event incur liability to the Grantee for failure of or defect in the title or estate of the Grantor in and to the property herein described.

This conveyance is made pursuant to the terms of a Purchase Agreement dated April 29, 1985, and the terms thereof shall survive delivery of this Quitclaim Deed.

IN WITNESS WHEREOF, this instrument is executed by the Grantor this 1 day of July, 1985.

ATTESTO

CHICAGO PACIFIC CORPORATION



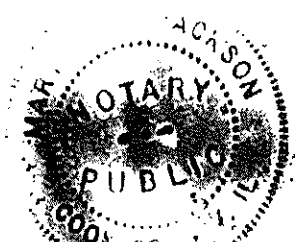
Nancy A. Neuman  
Secretary

A. Steven Crown  
A. Steven Crown, 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. Neuman, 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 1 day of July, 1985.



Mary Nell Jackson  
Notary Public

My Commission Expires:

November 1, 1987