

2023 369 DEED



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SEL C/O COMP VD

LEGAL PG 371 SCANGLEY

SECTIONS CONTROL OF SECTION OF SE

CORPORATION QUITCLAIM DEED (Nebraska)

CHICAGO CENTRAL & PACIFIC RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Delaware, GRANTOR, in consideration of Ten and No/100 Dollars (\$10.00) received from IRON HORSE PROPERTIES, INC., a Delaware corporation, GRANTEE, quitclaims to GRANTEE, the real estate (as defined in Neb. Rev. Stat. 76-201) more particularly described on Exhibit A attached hereto.

This deed is executed pursuant to a certain Transfer and Assignment Agreement by and among Grantor, Grantee and CCP Holdings, Inc., a Delaware corporation.

Executed /-2/ , 1994.

[SEAL]

IMPRINTED CORPORATE SEAL REGISTER OF DEEDS

CHICAGO CENTRAL & PACIFIC RAILROAD COMPANY

By: _ I yle D Keec

Printed

Name: Lyle D. Reed

Title: President

STATE OF IOWA

SS.

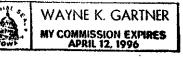
COUNTY OF BLACK HAWK

The foregoing instrument was acknowledged before me on <u>January 21</u>, 1994, by Lyle D. Reed, President of Chicago Central & Pacific Railroad Company, a Delaware corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

4-12-1996



10278379

CHICAGO, CENTRAL & PACIFIC R.R. ATTN: J.T. DUNAKEY PO BOX 1800 WATERLOO IOWA 50704

EXHIBIT A

Legal Description

That part of the Southeast Quarter of the Southeast Quarter of Section 12, Township 15 North, Range 13 East in Douglas County, Nebraska, lying South and West of a line which is 50 feet South and West of and parallel to the centerline of the Chicago Central & Pacific Railroad Company's main track over and across the Missouri River; TOGETHER WITH a non-exclusive, perpetual easement for the ingress and egress of persons and vehicles over, upon and across the property owned by Grantor which is adjacent to the foregoing property for the purpose of providing reasonable access between the foregoing property and public streets, to the extent that the foregoing property currently lack direct access to a public street; PROVIDED, HOWEVER, that Grantee, its successors and assigns, shall exercise such easement rights in a manner so as not to interfere with the operations of Grantor on such adjacent property and provided further that Grantee, its successors and assigns, shall repair any damage (other than repairs necessitated by normal wear and tear) to such adjacent property caused by the exercise of the aforesaid easement rights.