

7351 COMPARED

Register No. 3,030

Transfer Fee \$3.50

STATE OF IOWA, Pottawattamie County
Filed for record this 23 day of March
1966 at 4 o'clock P.M. and recorded
in book 1414 page 53
Dorothy L. Lerner
Recorder

KNOW ALL MEN BY THESE PRESENTS:

That, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Grantor, in consideration of the sum of Twenty-seven Thousand Dollars (\$27,000.00) to it in hand paid by ELDON B. EVANS and MARGARET H. EVANS, husband and wife, Grantees,

PART I

does hereby sell and convey unto the said Grantees, as joint tenants and not as tenants in common, and to the survivor of them, and to their assigns, and to the heirs and assigns of such survivor, forever, the following described real estate situated in the County of Pottawattamie and State of Iowa, to wit:

A parcel of land situate in the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 35, Township 75 North, Range 44 West of the Fifth Principal Meridian in Council Bluffs, Pottawattamie County, Iowa, and being all that part of the right of way of the Union Pacific Railroad Company that is bounded on the north by the east and west centerline of said Section 35;

bounded on the south by the north line of Ninth Avenue, as now located;

bounded on the west by a line parallel to the north and south lines of said Section 35, and 271.5 feet distant east, measured at right angles from the west line of said Section 35;

bounded on the east by a straight line drawn southwesterly from the point of intersection of the northwesterly line of Union Avenue, as now located, with the east and west centerline of said Section 35, to a point in the north line of Ninth Avenue, as now located, that is 275 feet distant east from the east line, extended south, of 19th Street, as now located;

excepting and excluding therefrom the southerly extensions of So. 18th, So. 19th, So. 20th, So. 21st, So. 22nd and So. 23rd Streets as now located, extending from the east and west centerline of Section 35 to the north line of Ninth Avenue;

containing an area of 5.31 acres, more or less.

SUBJECT to the exceptions, reservations, taxes and assessments set forth in Part III of this deed.

And the said Grantor, for itself and its successors and assigns, covenants with the said Grantees that the Grantor holds said premises by good and perfect title; that it has good right and lawful authority to sell and convey the same;

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that they are free and clear from all liens and encumbrances whatsoever, except as aforesaid; and the Grantor covenants to WARRANT AND DEFEND the title to said premises against the lawful claims of all persons whomsoever, except as aforesaid.

PART II

And the said Grantor by these presents does QUIT-CLAIM unto the said Grantees, as joint tenants and not as tenants in common, and to the survivor of them, and to their assigns, and to the heirs and assigns of such survivor, forever, the following described premises, situated in the County of Pottawattamie and State of Iowa, to wit:

Six parcels of land situate in the North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) of Section 35, Township 75 North, Range 44 West of the Fifth Principal Meridian in Council Bluffs, Pottawattamie County, Iowa, being all that part of the right of way of the Union Pacific Railroad Company lying within the limits of So. 19th, So. 20th, So. 21st, So. 22nd and So. 23rd Streets when extended south from the east and west centerline of Section 35 to the north line of Ninth Avenue; and all that part of the North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) of said Section 35 lying within the limits of So. 18th Street extended south from the east and west centerline of Section 35 to a straight line drawn southwesterly from the point of intersection of the northwesterly line of Union Avenue, as now located, with the east and west centerline of Section 35, to a point in the north line of Ninth Avenue, as now located, that is 275 feet distant east from the east line, extended south, of So. 19th Street, as now located;

containing an area of 1.048 acres, more or less.

SUBJECT to the exceptions, reservations, taxes and assessments set forth in Part III of this deed.

PART III

EXCEPTING from the grant made in Part I hereof and from the quitclaim made in Part II hereof and RESERVING unto the Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right

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to explore for, remove and dispose of, said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed or quitclaimed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the Grantees, their heirs or assigns.

EXCEPTING ALSO from the grant made in Part I hereof and from the quitclaim made in Part II hereof

- (a) the 3-inch sewer pipe line owned by Union Pacific Railroad Company, located across and under a portion of the above-described property, and RESERVING unto said Railroad Company, its successors and assigns, a PERPETUAL EASEMENT for the continued maintenance, operation, reconstruction, renewal, and use of said sewer pipe line, said easement being 10 feet wide, 5 feet in width, measured at right angles, on each side of the centerline of said sewer pipe line as the same is now located across and under the above-described property, said centerline being a line drawn parallel with and 1005 feet, more or less, distant east, measured at right angles, from the west line of said Section 35;
- (b) the railroad track and appurtenances thereto of Union Pacific Railroad Company, located in that portion of the above-described property within So. 22nd Street produced south and RESERVING unto said Railroad Company, its successors and assigns, a PERPETUAL EASEMENT for the continued maintenance, operation, repair, renewal and reconstruction of said track, said easement being 20 feet wide in So. 22nd Street produced south across the above-described property and being 10 feet in width, measured at right angles on each side of the north stem of the wye track of Union Pacific Railroad Company as the same is now located within the limits of So. 22nd Street and its southerly extension, said track being parallel with and 637 feet, more or less, distant east, measured at right angles, from the west line of said Section 35;
- (c) the 15-inch sewer pipe line owned by Union Pacific Railroad Company, located across and under a portion of the above-described property within the southerly extension of the limits of So. 23rd Street, and

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RESERVING unto said Railroad Company, its successors and assigns, a PERPETUAL EASEMENT for the continued maintenance, operation, reconstruction, renewal, and use of said sewer pipe line, said easement being 10 feet wide, 5 feet in width, measured at right angles, on each side of the following described centerline of said sewer pipe line:

Commencing at a point in the north line of Ninth Avenue, as now located, said point being 325 feet, more or less, distant east, measured at right angles, from the west line of said Section 35;

thence north, parallel with and 325 feet, more or less, distant east, measured at right angles, from the west line of said Section 35, to a point beyond the north boundary of the above-described property; and

- (d) the 8-inch sewer pipe line owned by Union Pacific Railroad Company, located across and under a portion of the above-described property within the southerly extension of the limits of So. 20th Street, and RESERVING unto said Railroad Company, its successors and assigns, a PERPETUAL EASEMENT for the continued maintenance, operation, reconstruction, renewal, and use of said sewer pipe line, said easement being 10 feet wide, 5 feet in width, measured at right angles, on each side of the following described centerline of sewer pipe line and said centerline extended:

Commencing at a point in the north line of Ninth Avenue, as now located, said point being 1660 feet, more or less, distant east, measured along said north line of Ninth Avenue, from the west line of said Section 35;

thence northeasterly to an existing manhole located 1665 feet, more or less, distant east, measured at right angles, from the west line of said Section 35, and 10 feet, more or less, distant north, measured at right angles, from the north line of Ninth Avenue;

thence north parallel with and 1665 feet, more or less, distant east, measured at right angles, from the west line of said Section 35, to a point beyond the north boundary of the above-described property;

together with the right of ingress and egress to, from and upon said premises described in subparagraphs (a), (b), (c), and (d) above for the purpose of exercising the rights herein reserved.

COMPASS

The conveyance made in Part I hereof and the quitclaim made in Part II hereof are SUBJECT to

- (a) all taxes and all assessments, general and special, and all installments of assessments lawfully levied upon or assessed against the premises hereinbefore described which became or may become due and payable after the date of the delivery of this deed, all of which taxes and assessments and installments of assessments the Grantees hereby assume and agree to pay; and
- (b) the rights of the City of Council Bluffs, Pottawattamie County, Iowa, for the continued maintenance, operation, reconstruction, renewal, and use of a city water main lying wholly within the southerly extension of the limits of So. 21st Street.

PART IV

AND WHEREAS, said Union Pacific Railroad Company did, on the first day of June, 1940, execute and deliver to The Chase National Bank of the City of New York a certain mortgage deed wherein and whereby said Railroad Company conveyed to said The Chase National Bank of the City of New York as Trustee for the uses and purposes therein mentioned, among other things, the land hereinbefore described; and

WHEREAS, said The Chase National Bank of the City of New York was, on the 31st day of March, 1955, merged into the Bank of the Manhattan Company under the name of The Chase Manhattan Bank, and thereby said The Chase Manhattan Bank became successor to said The Chase National Bank of the City of New York as Trustee of said mortgage, and on September 23, 1965, The Chase Manhattan Bank was converted into The Chase Manhattan Bank (National Association) and its name changed thereto without affecting the continuity of its business or corporate existence. Said Bank is hereinafter referred to as The Chase Manhattan Bank.

NOW, THEREFORE, Know All Men by These Presents, that said THE CHASE MANHATTAN BANK, Trustee under the aforesaid mortgage deed, in consideration of the premises, does hereby REMISE, RELEASE and forever QUITCLAIM, subject, however, to the exceptions and reservations aforesaid, unto said Eldon B. Evans and Margaret H. Evans, as joint tenants and not as tenants in common, and to the survivor of them, and to their assigns, and to the heirs and assigns of such survivor, forever, its entire right, title and interest as Trustee in and

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to the real estate described aforesaid, to be held by the said Grantees free and exempt from all liens, encumbrances and charges of said mortgage deed of the first day of June, 1940.

This deed is executed by the Trustee without covenant or Warranty, express or implied, and without recourse against it in any event.

IN WITNESS WHEREOF, the said Grantor, UNION PACIFIC RAILROAD COMPANY, and said THE CHASE MANHATTAN BANK, Trustee under said mortgage deed dated June 1, 1940, each has caused this deed to be duly executed on its part this 24th day of February 1968

In Presence of: UNION PACIFIC RAILROAD COMPANY,
C. N. Olsen
Attest: *C. N. Olsen* Vice President
C. W. Rosman (Seal) Secretary

In Presence of: THE CHASE MANHATTAN BANK (National Association), Trustee,
J. J. Saly J. J. SALLY
Attest: *E. F. Ruge* E. F. RUGE Vice President
L. E. Langstroth (Seal) Assistant Secretary
L. E. LANGSTROTH



COMPARED

STATE OF NEW YORK
COUNTY OF NEW YORK

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On this 24th day of February, 1966

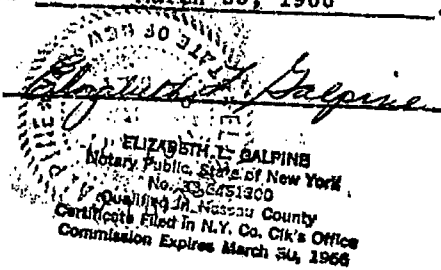
before me, a Notary Public in and for said County, in the State aforesaid, personally appeared FRANK E. BARNETT to me personally known, and to me personally known to be Vice President of UNION PACIFIC

RAILROAD COMPANY, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is Vice President of Union Pacific Railroad Company; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said FRANK E. BARNETT acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires March 30, 1966

(Seal)



COMPARED

STATE OF NEW YORK
COUNTY OF NEW YORK

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On this 5th day of March, 1966

before me, a Notary public in and for said County in the State aforesaid, personally appeared C. F. RUGE, to me personally known, and to me personally known to be a Vice President of THE CHASE MANHATTAN BANK (National Association), and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is a Vice President of The Chase Manhattan Bank (National Association); that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said C. F. RUGE acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires MAR 30 1967



Alexander R. Bohm

Notary Public
ALEXANDER R. BOHM
Notary Public, State of New York
No. 41-0342650
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1967