

#12

Chicago Pacific Corporation,
a Delaware corporation

to

Quad County FS, Inc.,
Emmetsburg, Iowa

[QUIT CLAIM DEED

[Dated June 21, 1984

[Filed July 2, 1984

[Deed Book 23, Page 34

Quitclaim all right, title and interest, estate, claim and demand in the following described as follows:

Three (3) parcels of land in Emmetsburg, Palo Alto County, Iowa, being in the North One-Half (N½) of the Northwest Quarter (NW¼) of Section 30, Township 96 North, Range 32 West of the 5th Principal Meridian as follows:

Parcel 2.

Commencing at the southeast corner of Block 22, Corbin & Lawlers Plat Addition to Emmetsburg; thence westerly along the south line of Block 22 for a distance of approximately 130 feet to the POINT OF BEGINNING; thence continuing westerly along the south line of Block 22 for a distance of approximately 115 feet; thence North 6° West, more or less, for a distance of approximately 135 feet to the south line of the east/west alley in Block 22; thence easterly along the south line of the east/west alley in Block 22 for a distance of approximately 130 feet; thence southerly and at a right angle to the last described line for a distance of approximately 132 feet to the POINT OF BEGINNING; and other parcels not covered by this abstract.

The Grantor reserves unto itself, its 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 itself, its 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,

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#12 continued

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 itself, its 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, wires and other utilities to permanent easements by issuance of a suitable grant in recordable form.

The Grantor reserves unto itself, its successors and assigns exclusive perpetual easements, together with a reasonable right of entry over the property herein conveyed, 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 and 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 (5) feet of the centerline of Grantor's main railroad track(s) as represented on Exhibit "A" dated March 13, 1984, 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 Grantor reserves to itself, its 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, its 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.

Consideration: \$10.00 and other valuable consideration.
Real Estate Transfer Tax Paid: \$57.75

Chicago Pacific Corporation
By A. Steven Crown, Vice President

Attest Randall Mehrberg,
Assistant Secretary