

DONATION DEED

KNOW ALL MEN BY THESE PRESENTS:

That BURLINGTON NORTHERN INC., a corporation created and existing under and by virtue of the laws of the State of Delaware, Grantor, in consideration of its friendly interest in the people of Creston, Iowa, as a Donation, Quitclaims to CITY OF CRESTON, a municipal corporation of the County of Union, State of Iowa, Grantee, for exclusively public purposes, all its interest in the following described Real Estate, to-wit:

That part of the Burlington Northern Inc. Depot Grounds and right of way in the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 1, and the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 12, Township 72 North, Range 31 West of the Fifth Principal Meridian, City of Creston, Union County, Iowa, described as follows:

*RMB*  
Beginning at the point of the intersection of the East line of Elm Street with the South line of Adams Street in the said City of Creston; thence Easterly along the said South line of Adams Street 529 feet more or less to a point opposite Burlington Northern Inc. Engineering Main Line Railroad Track center line (most Northerly track) Station 20753+83 as drawn at a right angle from center line of Burlington Northern Inc. Main Line Railroad Track; thence Southerly along a line drawn Northerly at a right angle from said center line of Main Line Railroad Track extended from said railroad Station 20753+83, to a point 20 feet perpendicularly distant therefrom; thence Westerly along a line parallel with and 20 feet Northerly of said most Northerly Main Line Track center line 529 feet more or less to the said East line of Elm Street; thence Northerly along said East line of Elm Street to the point of beginning, together with the depot building thereon.

RESERVING, however, unto said Grantor, its successors and assigns, an easement across the entire Northerly portion of the premises herein conveyed for pole and wire line or lines, together with all appurtenant fixtures necessary in connection therewith, whether in the present form and location or in such form and location as may hereafter be substituted therefor, together with the right, privilege and easement of ingress and egress to said premises for the purpose of constructing, maintaining, replacing, repairing, renewing and removing the same, to have and to hold said easement so long as the same is used or required for such purposes and until all such facilities are removed from said premises with the intent to abandon said easement.

By acceptance of this deed, Grantee, for itself, its successors and assigns, does hereby agree, at its sole cost and expense, to construct and forever maintain a good and sufficient chain link fence or equivalent thereto of a height of no less than six feet above the surface of the ground along the entire Southerly side of the premises herein conveyed.

IN WITNESS WHEREOF, the Burlington Northern Inc. has caused its corporate name to be hereunto signed by its Executive Vice President and its corporate seal to be hereto affixed this 5th day of April A.D. 1973.

BURLINGTON NORTHERN INC.

BY N. M. Lorentzsen  
Executive Vice President  
(N. M. Lorentzsen)

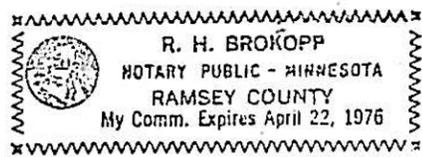
ATTEST:

BY R. M. O'Kelly  
(R. M. O'Kelly)  
Secretary

STATE OF MINNESOTA )  
                          ) ss.  
COUNTY OF RAMSEY )

On this 5th day of April, 1973, before me, a Notary Public within and for said county, personally appeared N. M. Lorentzsen, to me personally known, who, being by me duly sworn, did say that he is Executive Vice President of said corporation; that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said N. M. Lorentzsen acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

R. H. Brokopp  
R. H. Brokopp



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RESERVING, however, unto said Grantor, its successors and assigns, an easement across the entire Northerly portion of the premises herein conveyed for pole and wire line or lines, together with all appurtenant fixtures necessary in connection therewith, whether in the present form and location or in such form and location as may hereafter be substituted therefor, together with the right, privilege and easement of ingress and egress to said premises for the purpose of constructing, maintaining, replacing, repairing, renewing and removing the same, to have and to hold said easement so long as the same is used or required for such purposes and until all such facilities are removed from said premises with the intent to abandon said easement.

By acceptance of this deed, Grantee, for itself, its successors and assigns, does hereby agree, at its sole cost and expense, to construct and forever maintain a good and sufficient chain link fence or equivalent thereto of a height of no less than six feet above the surface of the ground along the entire Southerly side of the premises herein conveyed.

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Book 382, Page 510

Recorded March 11, 1974

ACCEPTANCE PERPETUAL EASEMENT:

"WHEREAS, Burlington Northern Inc., a Delaware corporation, as Grantor, has heretofore deeded to the City of Creston, as Grantee, a Municipal Corporation of the County of Union, State of Iowa, certain real estate in a Donation Deed dated April 5, 1973 and recorded in Book 383 at page 447 in the office of the Recorder of Union County, Iowa, and

WHEREAS, said donation deed contained the following provisions:

"By acceptance of this deed, Grantee, for itself, its successors and assigns, does hereby agree at its sole cost and expense, to construct and forever maintain a good and sufficient chain link fence or equivalent thereto of a height of no less than six feet above the surface of the ground along the entire Southerly side of the premises herein conveyed," and

WHEREAS, the City of Creston now desires to construct said chain link fence but finds it impractical to so do because of existing structures and fixtures on or near the premises, and

WHEREAS, Burlington Northern Inc., has recognized and is in agreement with the impracticality of constructing the chain link fence described heretofore and has donated to the City of Creston a perpetual easement two (2) feet in width located adjacent to and South of the real estate commonly know



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as the Depot and parking lot to the West of the Depot, therefore  
Be It Resolved that the City of Creston accept the gift of a Perpetual  
easement described herein and donated to the City of Creston on the 22nd  
day of January, 1974 by the Burlington Northern, Inc.  
PASSED AND APPROVED on this 18th day of February, 1974.

s/William L. Weaver  
Mayor

ATTEST:  
s/Frances Pashek  
City Clerk"  
(SEAL)

28.

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Pursuant to Section 137.6 of the 1973 Code of Iowa the Union County Local  
Board of Health has promulgated rules and regulations which became effective  
September, 1974, said rules and regulations supersede all other rules and  
regulations set forth by the Union County Local Board of Health which have  
been effective to date.  
Chapter I-General Regulations, covers in part, Enforcement of regulations  
concerning unsanitary conditions which may be detrimental to public health.  
Chapter II-State Department of Health-Sewage Disposal, etc.  
Chapter III-Covers connections to Public Water Supply, Sanitary Land Fills,  
etc.  
For further particulars see instrument filed July 23, 1974, in the office  
of the Auditor of Union County, Iowa.  
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