

## Great Western Trail Background Information:

The Great Western Trail was first planned in the early to mid 1980's. The Iowa Natural Heritage Foundation took the lead in the negotiations to acquire the property from the Chicago and Northwester Transportation Company.

The land purchase was agreed upon in the late 80's and The INHF purchased the line between Des Moines and Martinsdale with the exception of a short segment which was within the Willow Creek Golf Course. It was agreed that that segment would be sold to the owners of the golf course (The Clark Family) with a specific easement on a 20' wide trail easement which would be retained by the CNW and transferred to the INHF and eventually Polk County. The land was sold to the Clarks 1988 with a trail easement in place. (See attached deed.)

The INHF completed the transfer of the remaining right of way and the trail easement to Polk County in 1993. (See attached deed.)

There have been discussions between the Clarks and the INHF and later between the Clarks and Polk County at various times since that time concerning the possible relocation of the trail but a suitable solution was never reached.

The trail has been in place since the early 1990's and is one of our most popular and well used trails.

Safety is often mentioned as a reason to move the trail from the golf course. Polk County Risk Management was asked for accident reports concerning the Great Western Trail in Polk County. As of this last week, Merle Hicks reports that their records show 4 accidents on the trail serious enough to be reported to Risk Management. None of those incidents occurred on the trail segment within Willow Creek Golf Course.

Additional attachments were supplied by West Des Moines at our request.

- 1) Vicinity Map as presented to West Des Moines City Council last Monday evening.
- 2) Media Display Map showing projects the City is reasonably certain will occur.
- 3) Comprehensive Map showing #2 above plus projects proposed but not certain to occur.

These maps are accompanied by an email from the West Des Moines City Engineer explaining the use of the maps.

The owner of the golf course asked that the trail be relocated during the negotiations to sell the land for the Microsoft facility. That resulted in an MOU between the City and the Owner which is attached for your review.

Loren

15.00  
2-2-88

REAL ESTATE  
TRANSFER TAX

AB

✓ 14.00

17 MAY 88

Resolution dated  
Authorization No. July 10, 1984

913 \$009.35 TRFR  
FEE M

DEED NO. 94996

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 165 North Canal Street, Chicago, Illinois, for the consideration of EIGHT THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$8,900.00), conveys and quitclaims to DANIEL E. CLARK of 6300 Army Post Road, Des Moines, Iowa, GRANTEE, all interest in the following described real estate situated in the County of Polk, and the State of Iowa, to wit:

Blomfield  
R25  
5-18-88

A strip of land 100 feet in width extending over and across the North Half of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the South Half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 35, Township 78 North, Range 25 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the Chicago, St. Paul and Kansas City Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 35.

ALSO:

A strip of land 25 feet in width lying southeasterly of and adjoining said above described 100-foot wide strip of land in the Northeast Quarter of the Northeast Quarter of said Section 35, and lying southwesterly of a line drawn at right angles to said original main track center line at a point thereon distant 525 feet northeasterly from the intersection thereof with the West line of the Northeast Quarter of the Northeast Quarter of said Section 35.

ALSO:

A strip of land 50 feet in width lying northwesterly of and adjoining said above described 100-foot wide strip of land in the Southwest Quarter of the Northwest Quarter of said Section 35, and lying northeasterly of a line drawn radially to said original main track center line at a point thereon distant 600 feet southwesterly from the intersection thereof with the East line of the Southwest Quarter of the Northwest Quarter of said Section 35.

Filed to record and approved to County Auditor this 17 day of May 1988  
By: J. Carmichael  
Deputy Recorder

Subject to roads and highways, if any.

Excepting and Reserving, however, unto the Grantor, its assigns, licensees, successors and assigns, the right to continue to protect, maintain, operate, and use any and all existing drainage, driveways, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Excepting and Reserving, however, unto the Grantor, its successors and assigns, and those whom it may elect, a permanent and perpetual easement for trail purposes over a portion of the above described real estate being:

INST. NO. 059943

POLK COUNTY, IOWA

FILED FOR RECORD 15.00

2:33

MAY 17 1988 AM

TIMOTHY J. BRIEN, Recorder

By: J. Carmichael Deputy

Entered upon transfer book and for 12.00 this 17 day of May 1988 My fee is collected by J. Carmichael Auditor

Please return to: William B. Brading, II, GROWN, WENZ, GRAVES, DORRILEY, BISHOPVILLE AND SCHIGENEBAUM, Suite 1100 Two Plaza Center, DES MOINES, IOWA 50319

BOOK 5862 PAGE 566

Page 1 of 3 Pages

DEED NO. 84996

Resolution dated  
Authorization No. July 10, 1984

A strip of land 20 feet in width extending over and across the North Half of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the South Half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 35, Township 78 North, Range 25 West of the Fifth Principal Meridian, said strip of land being 10 feet in width on each side of the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago Great Western Railway Company), as said main track is now located over and across said Section 35.

By the acceptance of this conveyance, Grantee, for itself, its successors and assigns, agrees to take all steps necessary, at no expense to Grantor, to comply with any and all governmental requirements relating to land platting and use.

This conveyance is made upon the express condition that the Grantor will not pay any taxes or special assessments which may be due or delinquent upon the real estate hereinabove described.

Further, this conveyance is made upon the express condition that the Grantor, its successors and assigns, shall have the right to enter upon the above described real estate until June 30, 1987 for the purpose of removing its trackage and appurtenances thereto from said real estate and adjoining real estate. If not so removed within said period, and following written demand by Grantee, shall be deemed abandoned by Grantor without obligation on Grantor's part and shall thereafter be and become Grantee's property in place.

Grantor certifies that the subject property may and shall, if released from the lien of the Indenture of Mortgage and Deed of Trust, originally executed by Chicago and North Western Railway Company and The First National Bank of Chicago, Trustee, dated as of January 1, 1939, as supplemented and amended, be automatically released from (i) the liens of the Mortgage Indenture and Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statements A and B dated as of June 29, 1983 by Grantor and Midwestern Railroad Properties, Incorporated to Continental Illinois National Bank and Trust Company of Chicago and The First National Bank of Chicago, as



15<sup>00</sup>

*F/C*  
*1984*  
*3/17*

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as Supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Recorder of Deeds in and for Polk County, Iowa, on June 5, 1944, as Document No. 20224, in Book 1796, Page 315 to 428, and indexed in Chattel Mortgage Index 100, Part Ia, under letter "ch", as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto DANIEL E. CLARK, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the County of Polk, and the State of Iowa, and described as follows, to wit:

A strip of land 100 feet in width extending over and across the North Half of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the South Half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 35, Township 78 North, Range 25 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the Chicago, St. Paul and Kansas City Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 35.

ALSO:

A strip of land 25 feet in width lying Southeasterly of and adjoining said above described 100-foot wide strip of land in the Northeast Quarter of the Northeast Quarter of said Section 35, and lying Southwesterly of a line drawn at right angles to said original main track center line at a point thereon distant 525 feet Northeasterly from the intersection thereof with the West line of the Northeast Quarter of the Northeast Quarter of said Section 35.

ALSO:

A strip of land 50 feet in width lying Northwesterly of and adjoining said above described 100-foot wide strip of land in the Southwest Quarter of the Northwest Quarter of said Section 35, and lying Northeasterly of a line drawn radially to said original main track center line at a point thereon distant 600 feet Southwesterly from the intersection thereof with the East line of the Southwest Quarter of the Northwest Quarter of said Section 35.

INST. NO. **058944**  
POLK COUNTY, IOWA  
FILED FOR RECORD **15<sup>00</sup>**

AT **MAY 17 1988** A.M.  
**3:34** P.M.  
**TIMOTHY J. GRIEN, Recorder**  
By **A. Carmon** Deputy

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 30 day of NOVEMBER, A.D., Nineteen Hundred and Eighty-Six.



THE FIRST NATIONAL BANK OF CHICAGO,  
as Trustee as aforesaid,

By [Signature]  
R. D. Manella Vice President

ATTEST:

[Signature]  
J. G. FINLEY Trust Officer

WITNESSES:  
TO THE SIGNATURES OF THE OFFICERS OF  
THE FIRST NATIONAL BANK OF CHICAGO:

[Signature]  
J. T. Cahill  
[Signature]  
J. McMor

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, W. H. HALL a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. D. Manella and J. G. FINLEY to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. D. Manella resides in Glenside, Illinois and J. G. FINLEY resides in Naperville, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority of its By-Laws as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have thereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 3<sup>rd</sup> day of NOVEMBER, A.D., Nineteen Hundred and Eighty-Six.

W. H. Hall  
NOTARY PUBLIC  
In and for the County of Cook in the State of Illinois

My Commission as such Notary Public Expires: DEC. 27, 1986



This document was prepared by Chicago and North Western Transportation Company, 165 North Canal Street, Chicago, Illinois 60606.

OFFICIAL FORM NO. 109  
FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER  
**INDEX RECORDING RETURN TO:**  
MR. Ben Van Gundy  
Polk County Conservation Board  
Jogster Park  
Granger, Iowa 50109  
515-999-2557

FILED FOR RECORD  
POLK COUNTY, IOWA  
93 APR 23 P 3:25 B  
TIMOTHY J. BRIEN  
RECORDER

INST # **078934**  
RECORDING FEE No Fee  
AUDITOR FEE No Fee



**QUIT CLAIM DEED**

SPACE ABOVE THIS LINE FOR RECORDER

For the consideration of no consideration  
Dollar(s) and other valuable consideration,

do hereby Quit Claim to Polk County, to be administered by the Polk County Conservation Board

all our right, title, interest, estate, claim and demand in the following described real estate in Polk County, Iowa:

**CORRECTION DEED**

Attachment consisting of five pages identified as Great Western Trail, Iowa Natural Heritage Foundation to Polk County.

Subject to all easements of record.

No Revenue Stamps required.

Recorder's Note: 04/23/93  
There was no Page 2 of the five pages identified as Great Western Trail as stated above.

*Timothy J. Brien, Recorder*  
Timothy J. Brien  
Polk County Recorder

ORDER RECORDED  
Entered upon transfer books and for location this 26<sup>th</sup> day of April 1993 by me *[Signature]* Recorder

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.  
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context.

Dated: April 20, 1993

STATE OF Iowa COUNTY: Polk SS:

On this 20<sup>th</sup> day of April, 1993, before me the undersigned, a Notary Public in and for said State, personally appeared Gerald F. Schnepf

IOWA NATURAL HERITAGE FOUNDATION (Grantor)  
*[Signature]*  
Gerald F. Schnepf, Executive Director (Grantor)

to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

*[Signature]*  
Notary Public

(This form of acknowledgment for individual grantors only)

\_\_\_\_\_  
(Grantor)  
\_\_\_\_\_  
(Grantor)  
\_\_\_\_\_  
(Grantor)  
\_\_\_\_\_  
(Grantor)  
\_\_\_\_\_  
(Grantor)



BOOK 6761 PAGE 277

STATE OF Idaho Polk COUNTY ss:  
On this 20<sup>th</sup> day of April, 19 93, before me, the undersigned, a Notary Public  
in and for said County and said State, personally appeared \_\_\_\_\_

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_, Notary Public

STATE OF Idaho Polk COUNTY ss:  
On this 20<sup>th</sup> day of April, 19 93, before me, the undersigned, a Notary Public  
in and for said State, personally appeared Gerald F. Schmepp and \_\_\_\_\_  
\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the  
Executive Director and \_\_\_\_\_ respectively,  
of said corporation; that (no seal has been procured by the said) corporation; that said instrument was signed and sealed  
(the seal affixed thereto is the seal of said)  
on behalf of said corporation by authority of its Board of Directors; and that the said Gerald F. Schmepp  
and \_\_\_\_\_ as such officers, acknowledged the execution of said  
instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Mark C. Ackelson, Notary Public

8506 6761 PAGE 278

QUIT CLAIM DEED
TO
Entered upon transfer books and for taxation this _____ day of _____, 19 _____ By _____ Auditor _____ Deputy
Filed for record, indexed and delivered to County Auditor this _____ day of _____, 19 _____ at _____ o'clock _____ M., and recorded in of _____ County Records. Recorder's fee \$ _____ PAID. Auditor's fee \$ _____ PAID. By _____ Recorder _____ Deputy
WHEN RECORDED RETURN TO

PAGE 1 of 5

GREAT WESTERN TRAIL  
IOWA NATURAL HERITAGE FOUNDATION  
TO  
POLK COUNTY

POLK COUNTY:

That part of the North Half of the South Half and the Southwest Quarter of the Southwest Quarter of Section 18, Township 78 North, Range 24 West of the Fifth Principal Meridian, bounded as follows: On the Southwest by the West line of said Section 18; on the Northwest and Southeast by lines parallel with and distant 50 feet Northwesterly and 20 feet Northwesterly, respectively, measured at right angles and radially, from the center line of the main track of the Chicago, St. Paul and Kansas City Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 18; and on the Northeast by the North line of said North Half of the South Half of said Section 18.

1-0  
18-78-24

ALSO:

That part of the Southeast Quarter of the Northeast Quarter of Section 13, Township 78 North, Range 24 West of the Fifth Principal Meridian, bounded and described as follows: Beginning at a point on the South line of said Quarter-Quarter Section, distant 50 feet Northwesterly, measured at right angles, from the center line of the main track of the Chicago, St. Paul and Kansas City Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track outer line was originally located and established over and across said Section 18; thence Northeasterly parallel with said original main track center line a distance of 410 feet; thence Southerly parallel with the West line of said Southeast Quarter of the Northeast Quarter of Section 13 a distance of 32 feet, more or less, to a point distant 20 feet Northwesterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said original main track center line to the South line of said Southeast Quarter of the Northeast Quarter of Section 18; thence Westerly along said South line of the Southeast Quarter of the Northeast Quarter of Section 18 to the point of beginning.

4-23-93

1-0  
18-78-24

ALSO:

A strip of land 100 feet in width extending over and across the Southeast Quarter of the Southeast Quarter of Section 13, the Northeast Quarter of the Northeast Quarter, the West Half of the Northeast Quarter, the West Half of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter of Section 24, and the East Half of the Northeast Quarter of Section 25, all in Township 78 North, Range 25 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the Chicago, St. Paul and Kansas City Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 13, 24 and 25.

1-0  
12-0  
21-78-25  
25-78-25

PAGE 3 of 5

GREAT WESTERN TRAIL,  
IOWA NATURAL HERITAGE FOUNDATION  
TO  
POLK COUNTY

the South Half of the Southeast Quarter of said Section 25, and lying between lines drawn at right angles or radially to said original main track center line at points thereon distant 1,050 feet and 2,050 feet, respectively, Easterly, from the intersection thereof with the West line of said Southeast Quarter of Section 25.

ALSO:

A strip of land 50 feet in width lying Northerly of and adjoining said above described 100-foot wide strip of land in the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of said Section 25, and lying between lines drawn at right angles to said original main track center line at points thereon distant 240 feet Easterly and 360 feet Westerly, respectively, from the intersection thereof with the North-South Quarter Line of said Section 25.

12-0

ALSO:

A strip of land 100 feet in width extending over and across the North Half of the Southeast Quarter, Northeast Quarter of the Southwest Quarter and the South Half of the Southwest Quarter of Section 34, Township 78 North, Range 25 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the Chicago, St. Paul, Kansas City Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 34.

150  
34-78-25

ALSO:

That part of the North 165 feet of the East 135 feet of the Northeast Quarter of the Southeast Quarter of said Section 34, lying Northerly of the above described 100-foot wide strip of land.

150  
34-78-25

ALSO:

That part of the North 165 feet of the East 135 feet of the Northeast Quarter of the Southeast Quarter of said Section 34, lying Southerly of the above described 100-foot wide strip of land.

150

ALSO:

A strip of land 50 feet in width lying Northwesterly of and adjoining said above described 100-foot wide strip of land in the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of said Section 34.

150

FILE DATE  
4-23-93

Page 4 of 5

GREAT WESTERN TRAIL  
IOWA NATURAL HERITAGE FOUNDATION  
TO  
POLK COUNTY

Grantor further grants unto Grantee, its successors and assigns, the right in common with Grantor, its successors and assigns, and those whom it may elect, a permanent easement for trail purposes, and for no other use or purpose whatsoever, over the following described real estate, to wit:

A strip of land 20 feet in width extending over and across the North Half of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the South Half of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter of Section 35, Township 78 North, Range 25 West of the Fifth Principal Meridian, said strip of land being 10 feet in width on each side of the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago Great Western Railway Company), as said main track center line is now located across said Section 35.

Grantor, its successors and assigns, and those whom it may elect, assumes no responsibility for any cost in connection with the construction, reconstruction, maintenance or repair of said trail.

Together with and including all of Grantor's right, title and interest in and to any and all bridges now located upon the above described real estate.

Subject to roads and highways, if any.

Excepting and Reserving, however, unto the Chicago and North Western Railway Company (hereinafter identified as CNW), its successors and assigns, the spur tracks, turnout and grade crossing signals now located on the above described real estate, together with the right to use, occupy and enjoy the following described real estate, to wit:

A strip of land 40 feet in width extending over and across the Southeast Quarter of the Southeast Quarter of Section 13, the Northeast Quarter of the Northeast Quarter, the West Half of the Northeast Quarter, the West Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 24, all in Township 78 North, Range 25 West of the Fifth Principal Meridian, said strip of land being 20 feet in width on each side of the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago Great Western Railway Company), as said main track center line is now located over and across said Section 13 and 24.

ALSO:

A strip of land 40 feet in width extending over and across that part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 78 North, Range 25 West of the Fifth Principal Meridian, lying Northwesterly of a line drawn at right angles to the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago

7-25-13

Page 5 of 6

GREAT WESTERN TRAIL  
IOWA NATURAL HERITAGE FOUNDATION  
TO  
POLK COUNTY

Great Western Railway Company), at a point thereon distant 200 feet Northwesterly from the intersection thereof with South line of said Northeast Quarter of the Northeast Quarter of Section 25, said strip of land being 20 feet in width on each side of the center line of said main track, as now located over and across said Section 25.

for the proper maintenance and operation of said tracks, turnout and grade crossing signals until such time as said CNW, its successors or assigns, shall permanently abandon the use of said tracks and appurtenances and remove the same from said real estate. It is understood and agreed to by Polk County and CNW, that CNW shall make application with the Interstate Commerce Commission for abandonment of said track. It is further understood and agreed to that Seller shall remove tracks and appurtenances thereto within ninety (90) days (weather permitting) after written approval for said abandonment has been received by Seller from the Interstate Commerce Commission. Said removal, however, was to be completed no later than June 30, 1987.

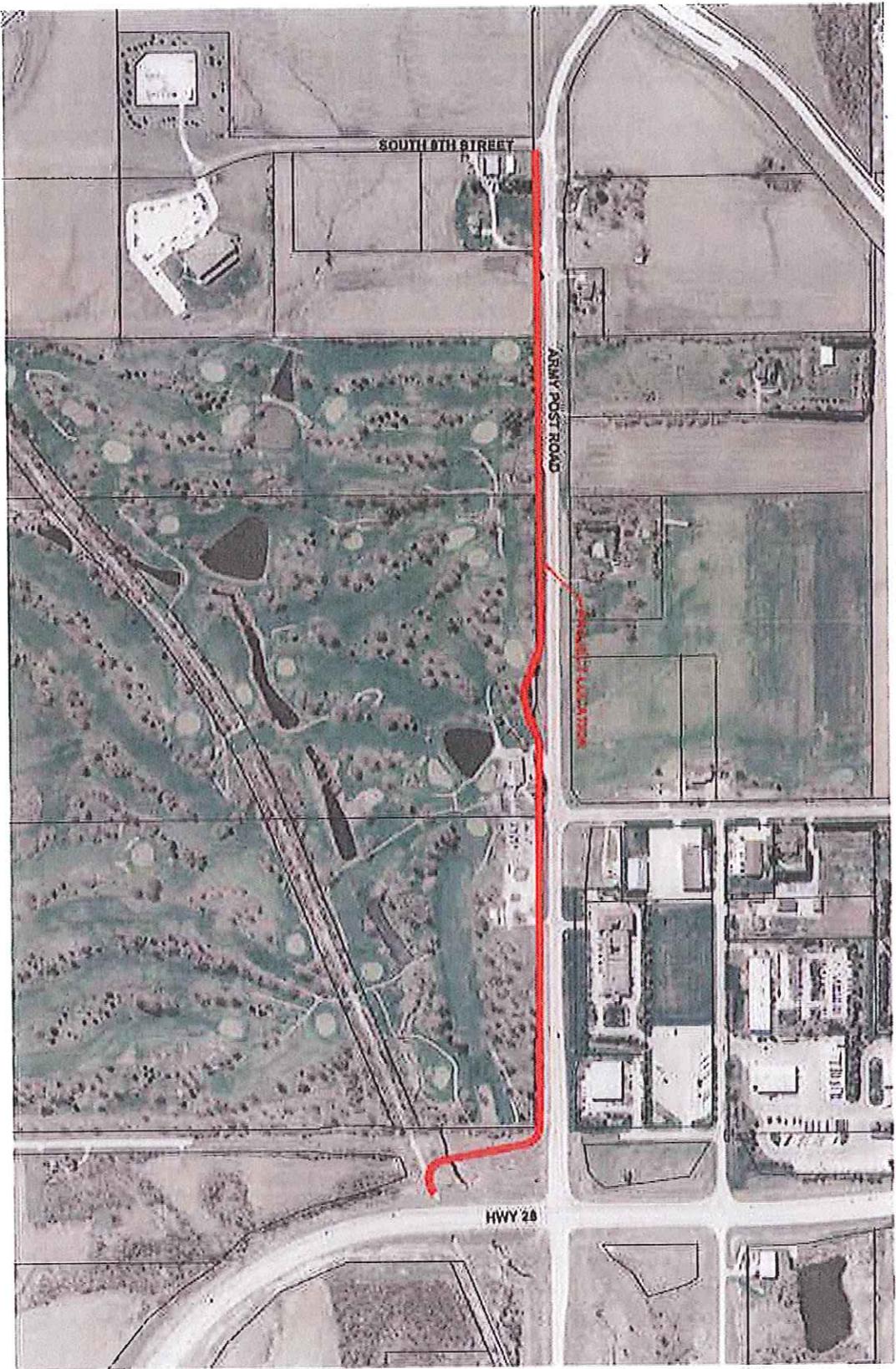
Excepting and Reserving, however, unto the CNW, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate, and use any and all existing drainage, driveways, conduits, sewers, water mains, gas lines, electric power lines, communication lines, grade crossing signals, wires and other utilities, and appurtenances of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

By the acceptance of this conveyance, Grantee, for itself, its successors and assigns, agrees to take all steps necessary, at no expense to Grantor, to comply with any and all governmental requirements relating to land plotting and use.

This conveyance is made upon the express condition that the Grantor will not pay any taxes or special assessments which may be due or delinquent upon the real estate hereinabove described.

Further, this conveyance is made upon the express condition that the CNW, its successors and assigns, shall have the right to enter upon the above described real estate until June 30, 1987, for the purpose of removing its tracks, and ballast (stone) from said real estate and adjoining real estate. If not so removed within said period, and following written demand by Grantee, shall be deemed abandoned by CNW without obligation on CNW's part and shall thereafter be and become Grantee's property in place. Further, upon the removal of the trackage north of M.P. 214.3, the ballast (stone) shall become the property of the Grantee between M.P. 214.5 and M.P. 216.1 and become Grantee's property in place.

4-23-93



**WILLOW CREEK GOLF COURSE TRAIL**  
 CITY NO. 0510-  
 WEST END WORKING DRAWING  
 VERTICAL ALIGNMENT  
 SEPTEMBER 2014



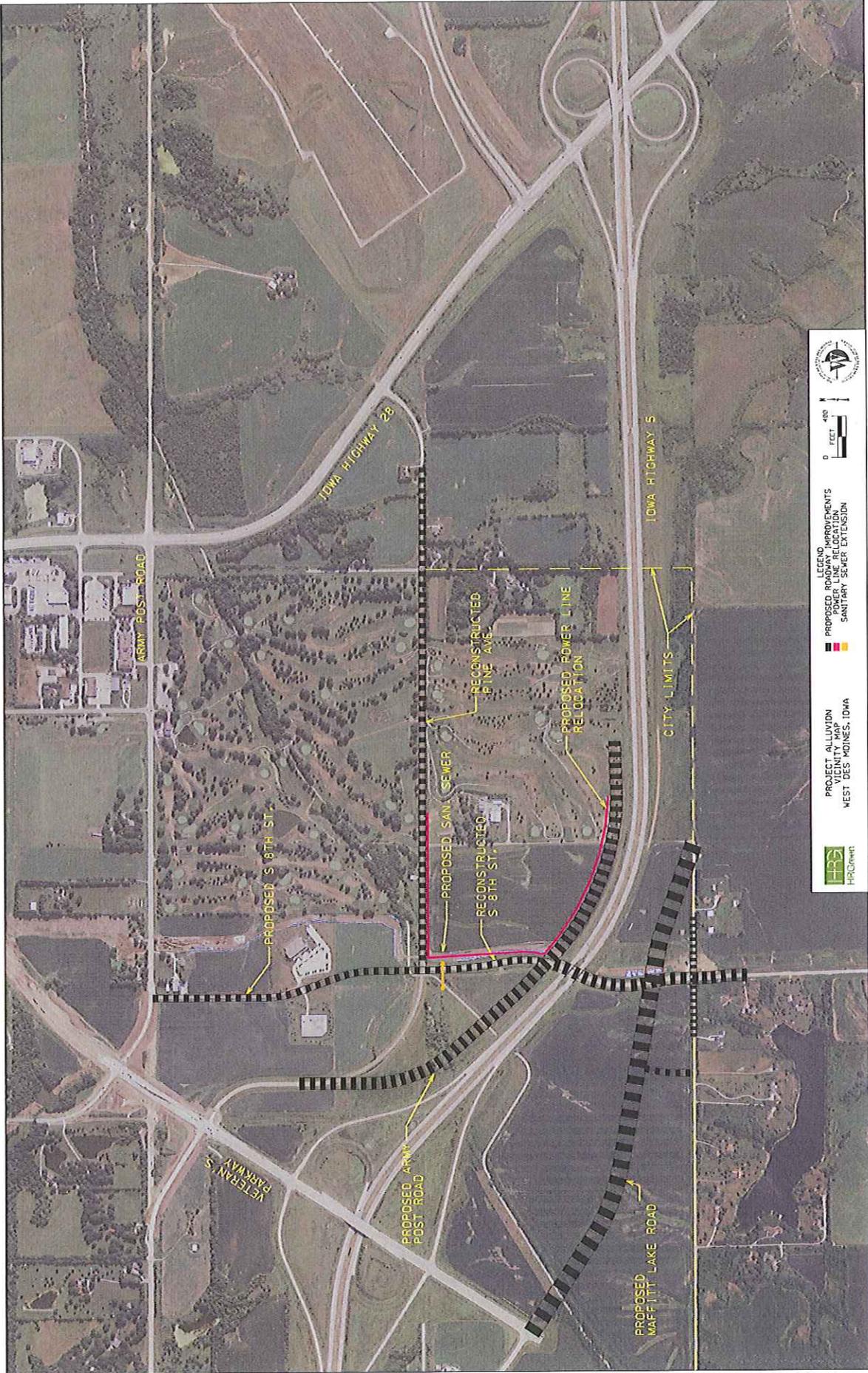
PROJECT LAYOUT

This drawing is the property of the City of Willow Creek, Oregon. It is to be used only for the project and location specifically identified herein. It is not to be used for any other project or location without the written consent of the City of Willow Creek.

1340 1st Street, Suite 100  
 Medford, Oregon 97504  
 Phone: 541.924.2272  
 Fax: 541.924.2273

**McCLURE**  
 ENGINEERING, INC.  
 building strong communities

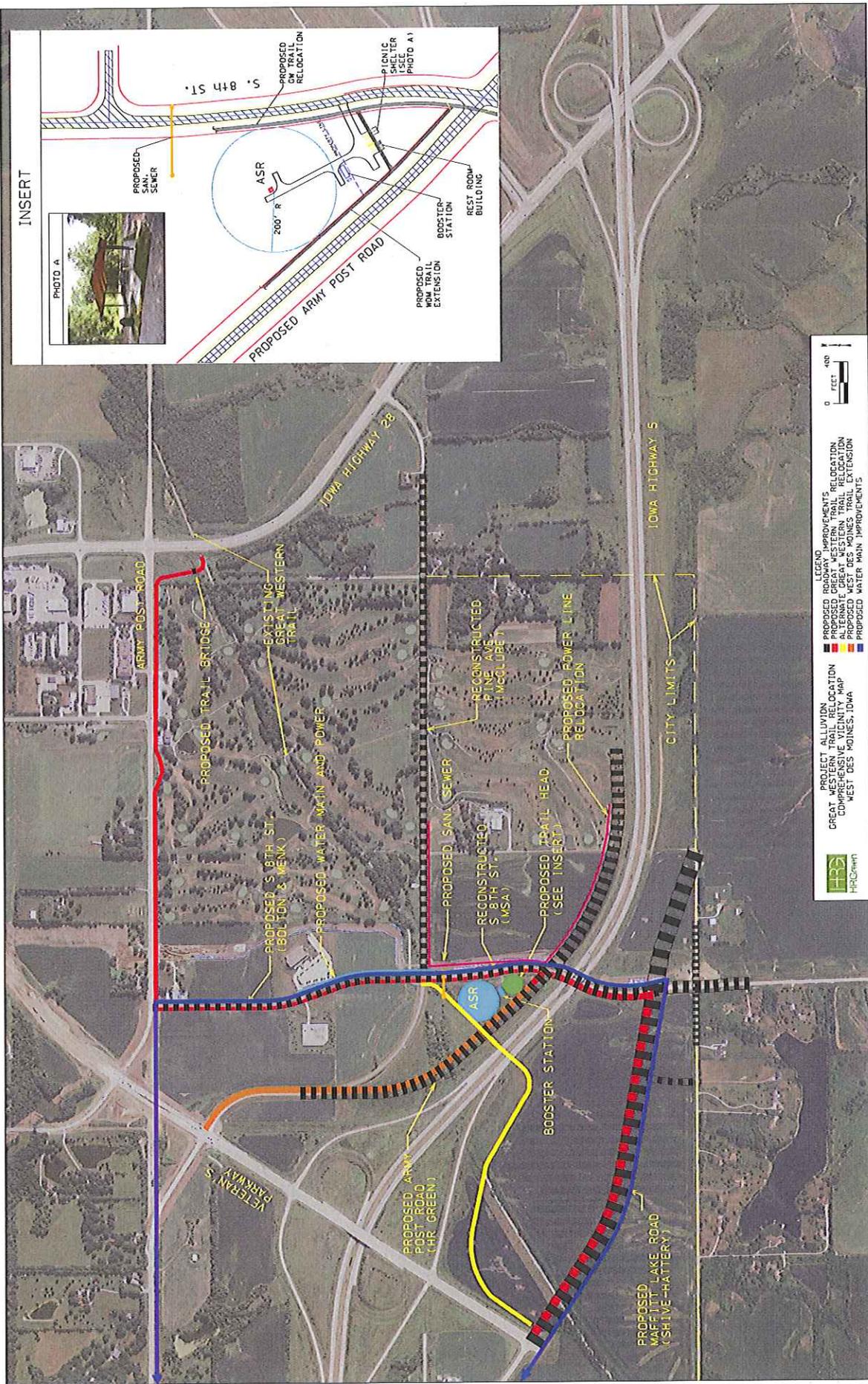
SHEET NO. **A.01** OF **1 / 70**



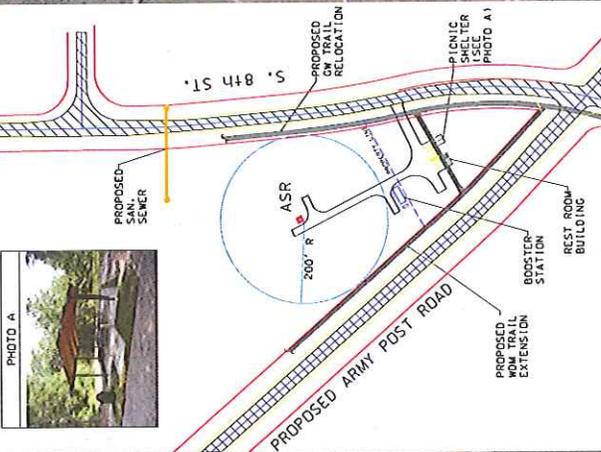
- LEGEND
- PROPOSED POWER IMPROVEMENTS
  - PROPOSED POWER LINE RELOCATION
  - PROPOSED POWER LINE
  - SANITARY SEWER EXTENSION

PROJECT ALLUVION  
 QUINCY WAY  
 WEST DES MOINES, IOWA





**INSERT**



**LEGEND**

- PROPOSED ROADWAY IMPROVEMENTS
- PROPOSED GREAT WESTERN TRAIL RELOCATION
- PROPOSED WEST DES MOINES TRAIL EXTENSION
- PROPOSED WATER MAIN IMPROVEMENTS

**PROJECT ALLOWED LOCATION**  
 GREAT WESTERN TRAIL  
 COMPREHENSIVE VICINITY MAP  
 WEST DES MOINES, IOWA

0 FEET AND 100 FEET

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is made as of the 2nd day of July, 2014, by and between the City of West Des Moines, Iowa ("City"), a municipal corporation with its principal offices located at 4200 Mills Civic Parkway, West Des Moines, Iowa 50265 and Dan Clark, including all related individuals and/or entities having an ownership interest in the property located in the City of West Des Moines which Microsoft Corporation ("Developer") proposes to purchase for the construction of a data center and appurtenant structures ("Owner").

### WITNESSETH:

WHEREAS, in furtherance of the objectives of Chapter 403 of the Code of Iowa, as amended (the "Urban Renewal Act"), the City is engaged in carrying out urban renewal project activities in an area known as the Alluvion Urban Renewal Area; and

WHEREAS, the Developer has entered into negotiations for the acquisition of property from the Owner for construction of the data center (Development Property), but Developer and Owner have not consummated an agreement for purchase of the property;

WHEREAS, the City, under the authority of the Urban Renewal Act, is prepared to provide incentives to Developer, including assistance that will benefit Owner; and

WHEREAS, prior to consummation of the purchase agreement between Owner and Developer, the City and Owner seek to memorialize each party's understanding of the incentives that City will provide which will affect Owner.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner enter into this Memorandum of Understanding.

#### 1. RELOCATION OF TRANSMISSION LINE.

It is the intent of the City to relocate the 161,000 volt transmission line from the Development Property, as evidenced by the agreement of June 2, 2014 between the City and MidAmerican Energy (MAE). The relocation will occur in two phases.

Phase I of the relocation will involve removing the transmission line from its current location on the Development Property and installing the line in an area within the future Army Post Road public right of way, parallel to the southern boundary of the Development Property and the existing Relocated Highway 5, then northerly along the South 8<sup>th</sup> Street public right-of-way, then easterly to the existing MAE transmission line.

Phase II of the relocation will involve removing that portion of the transmission line running east between the South 8<sup>th</sup> Street public right-of-way and the existing MAE

transmission line, and realigning the transmission line to run north of Pine Avenue within the South 8<sup>th</sup> Street public right-of-way, west of the Development Property. The Phase II relocation will also include the removal of the east-west electrical line that runs between the existing substation and the existing transmission line on the Owner's property. Phase II of the relocation will not occur until completion of a new substation. Owner will allow MAE to access the Development Property, and other areas as needed, to begin relocation of the transmission line at such time as requested by MAE.

Dedication by Developer and/or Owner of right-of-way (fee) at no cost to the City for the location of the transmission line, utilities to serve the Development Property and roadway will be required in the South 8<sup>th</sup> Street corridor, including a temporary easement for the location of a potable water supply during construction of the project and other utilities as are normally found in public street rights-of-way.

## 2. RELOCATION OF GREAT WESTERN TRAIL.

It is the intent of the City, with the concurrence of the Polk County Conservation Board, to relocate that portion of the Great Western Trail located on the Owner's property to one of two possible locations, subject to the City and Developer reaching agreement on financing the cost of relocation.

First Location. The first relocation would begin at the existing trail crossing of Highway 28, then proceed southerly and adjacent to the west side of Highway 28 to Pine Avenue, then go west and adjacent to the north side of Pine Avenue to the east boundary of Willow Creek Golf Course, where the trail would run south to an area in which the future Army Post Road public right-of-way will be located (on the south side of the Development Property). The trail would continue west within the future Army Post Road public right-of-way to the South 8<sup>th</sup> Street public right-of-way.

If the trail is relocated to this area, dedication by Developer and/or Owner of right-of-way (easement and/or fee) will be required adjacent to Highway 28, adjacent to Pine Avenue, and either from the existing homestead on the north side of Pine Avenue or around the north side adjacent to the homestead property, all in the locations described above.

Second Location. The second relocation would begin at the existing trail crossing of Highway 28, then proceed northerly and adjacent to the west side of Highway 28 to Old Army Post Road, then go west and adjacent to the south side of Old Army Post Road to the South 8<sup>th</sup> Street public right-of-way, then run south within the South 8<sup>th</sup> Street public right-of-way. Relocation of the trail adjacent to Old Army Post Road is contingent upon approval from the Des Moines Water Works.

If the trail is relocated to this area, dedication by Developer and/or Owner of right-of-way (easement and/or fee) will be required adjacent to Highway 28 and adjacent to Old Army Post Road.

If either the first or second location is selected, Owner will be required to obtain site plan and all other necessary approvals from the City of Des Moines for that portion of the trail relocated to property within the Des Moines corporate limits. The existing Great Western Trail will be required to remain in service at all times, necessitating completion of the relocated trail before the existing trail is removed. Subject to the conditions established in this Memorandum of Understanding, construction of the relocated trail will not occur earlier than the 2015 construction season.

When dedication of right-of-way or other property interests as referenced in this Memorandum of Understanding is required by Developer and/or Owner, the party responsible shall be the owner of the property on which the relocation will occur.

3. INSTALLATION OF FIBER.

It is the intent of the Developer to obtain fiber optic communication service to the data center site. It is the intent of the City to allow the installation of said fiber within the public right-of-way on an alignment(s) yet to be determined. The City will not utilize the Willow Creek Street right-of-way as a fiber optic corridor.

4. OBLIGATION OF OWNER.

In consideration of the obligations undertaken by the City as set forth in this Memorandum of Understanding, Owner agrees to immediately complete all transactions necessary for conveyance of the Development Property to Developer and to take all reasonable steps necessary to assist Developer and City to facilitate the timely development of the Project. However, the City shall cease all further expenditures toward the development of Project Alluvion, terminate all activity contemplated in this Memorandum of Understanding, and have no further obligations under this Memorandum of Understanding whatsoever if Owner has not executed a legally-binding agreement for the purchase of the Development Property with Microsoft Corporation by July 1, 2014.

5. PERFORMANCE BY CITY.

Owner and City acknowledge and agree that all of the obligations of the City under this Memorandum shall be subject to, and performed by the City in accordance with all applicable statutory, common law or constitutional provisions and procedures consistent with the City's lawful authority.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year above first written.

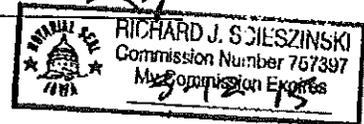
**CITY OF WEST DES MOINES, IOWA**

By: *Tom Hadden*  
Tom Hadden, City Manager

COUNTY OF POLK            )  
  ) ss  
STATE OF IOWA            )

This document was acknowledged before me on this 2nd day of July, 2014 by Tom Hadden.

*R. J. Sieszinski*  
Notary, State of Iowa



**OWNER**

By: *Dan Clark*  
Dan Clark

COUNTY OF POLK            )  
  ) ss  
STATE OF IOWA            )

This document was acknowledged before me on this 11 day of <sup>July</sup> ~~June~~, 2014 by Dan Clark.



*Ryan T. Jacobson*  
Notary, State of Iowa