



June 18, 2009

Ms. Tami Rice
Iowa DNR – Land Recycling Program
Wallace State Office Bldg. 5th Floor
502 E. 9th Street
Des Moines, IA 50319-0034

Re: Final Report for Land Recycling Program
Former International Harvester Property
1000 S. Main Street, Council Bluffs, Iowa

Dear Ms. Rice:

This letter report is being submitted as the Final Report for the referenced site. The Former International Harvester Property at 1000 S. Main Street, Council Bluffs, Iowa was enrolled in the Iowa Department of Natural Resources (IDNR) Land Recycling Program (LRP) in April 2008 by CPH Corporation, the property owner, to address exposure risks (current and future) associated with soil contamination identified on the site.

A Site Investigation Report with Risk Evaluation and Response Action Report was submitted in November 2008. The Site Investigation portion presented soil data collected for the site under the City of Council Bluffs' South Main Brownfield Redevelopment Program. Risk Evaluation was completed to determine exposure risks for future site residents to impacted soil. Risk evaluation results indicated the need for response actions/cleanup to prevent exposure to shallow soils impacted with polynuclear aromatic hydrocarbons (PAHs). PAHs were detected within the grass and gravel covered western portion of the property and on the adjacent properties to the west and south. The source of the PAHS was attributed to the industrial history of the area along with both on-site and adjacent former rail activity.

The on-site PAHs impacted soils were excavated in September 2008 with the results presented in an Over-Excavation Report dated November 2008. Residual PAHs were detected in some of the excavation base and sidewall samples. The presence of the residual impact required further risk evaluation which was completed and presented in a Supplemental Risk Evaluation and Response Action Report dated May 2009.

progress. innovation. expertise.

Supplemental risk evaluation results indicated that impacted soils under the 1928 building presented an exposure risk if the building was ever removed. Similar PAHs concentrations were assumed under the 1979 building addition (Area 3). PAHs impacted surface soils on adjacent properties still presented an exposure risk requiring access restriction.

The recommended response action for all the remaining exposure risks was an environmental covenant requiring:

1. Fencing to restrict exposure to off-site PAHs impacted soils,
2. IDNR notification of any building demolition activities and proper management of any impacted soils encountered.
3. IDNR notification of any excavation activities in a Area 3 and proper management of any impacted soils encountered
4. IDNR notification of excavations greater than three (3) feet proper management of any impacted soils encountered.
5. Completion of an impervious barrier/parking lot in Area 3 to restrict exposure to underlying soils.
6. The 1928 structure must be maintained to prevent exposure to underlying impacted soil. IDNR must be notified of any sub-grade alternations or building demolition as noted in item 2.

The Environmental Covenant was developed in concurrence with the IDNR's legal staff to meet the above response action approved by the IDNR LRP. The finalized covenant was recorded with the Pottawattamie County Recorder on June 2, 2009. A copy of the recorded Environmental Covenant is attached as documentation that conditions have been met. With submittal of the recorded Environmental Covenant and this Final Report, Howard R. Green Company on behalf of our client, CPH Corporation, requests that a No Further Action Certificate be issued for the enrolled property.

CPH and HR Green appreciate all of the IDNR's assistance on this project. The sale of this property is scheduled for June 30, 2009. The property is being acquired by Harvester Artists Lofts, LP.

If you have any questions or need additional information, please contact me at (319) 841-4424.

Sincerely,
HOWARD R. GREEN COMPANY



Robin Husman
Brownfields Group Leader

Enclosures

cc: Andrea Kathol, CPH Corporation



COMPARED



R Fee 170.00
A Fee _____
T Tax _____

Type / Title of Document: LRP Environmental Covenant - 1000 S. Main Street, Council Bluffs

Return Document to:

Name: Andrea Kathol, CPH Corporation
Address: 7 N. Sixth Street Council Bluffs, IA 51502
 Street Address City Zip
Telephone: 712-325-1000

Preparer Information

Name: Howard R. Green Company Attn: Robin Husman
Address: 8710 Earhart Lane SW Cedar Rapids, IA 52404
 Street Address City Zip
Telephone: 319-841-4000

Taxpayer Information

Name: CPH Corporation
Address: 7 N. Sixth Street, Council Bluffs, IA 51502
 Street Address City Zip
Telephone: 712-325-1000

Grantor(s): CPH Corporation

Holder(s) / Grantee(s): CPH Corporation

Legal Description, including parcel identification number, if available:
Riddle's Sub -- Lots 1 thru 7 and Lot 14 Block 10 and all vac alley between and the E 1/2 of the W alley adj & vacated S 8' 10th Ave adj N.

State law requires that all instruments have signatures notarized. See Iowa Code, 9E.14, 9E.15, and 558.39.
On or after July 1, 2005, any document that does not conform to the document formatting standards shall not be recorded except upon payment of an additional recording fee of ten dollars (\$10.00) per document or instrument.

**LRP
ENVIRONMENTAL COVENANT**

This environmental covenant is established pursuant to Iowa Code 455I entitled Uniform Environmental Covenants Act (*see also* 2005 Iowa Acts, Senate File 375).

CPH Corporation, hereafter "grantor(s)" enter into this environmental covenant for the purpose of subjecting the property described below to certain activity and use limitations in accordance with the terms and conditions as specified below, authority granted the Iowa Department of Natural Resources (Department) in Iowa Code sections 455B.103(7) and 455H.206 and Department rules in chapter 567 Iowa Administrative Code (I.A.C.) 137.

1. **Affected Property.** The grantor(s) identified below is the fee title owner(s) of the property located at 1000 South Main Street, Council Bluffs, Iowa. The property is legally described as:

Riddle's Sub -- Lots 1 thru 7 and Lot 14 Block 10 and all vac alley between and the E 1/2 of the W alley adj & vacated S 8' 10th Ave adj N. The full legal description and plat map of the subject property is included as Exhibit A.

Hereinafter, the affected property will be referred to as "the property."

2. **Land Recycling Program Risk Management.** The property subject to this covenant is enrolled in the Department's Land Recycling Program (LRP) established in Iowa Code chapter 455H and administered under Department rules in chapter 567 Iowa Administrative Code (I.A.C.) 137.

Under the LRP, the environmental response project as defined in Iowa Code section 455I.2(5) has consisted of a soil and groundwater investigation and risk assessment of an affected area which includes this property. This response action has been undertaken by *CPH Corporation*. Soil and/or groundwater contamination has been identified on the property. The Department has approved a response action plan which includes the use of this environmental covenant as one method for managing the risk of future exposure to this contamination.

Significant shallow polynuclear aromatic hydrocarbon (PAH) contamination was identified in several soil borings located on the 1000 S. Main Street property during the initial and supplemental Phase II Environmental Site Assessments (ESA) completed at the site in March and August 2007 using funding from the City of Council Bluffs Environmental Protection Agency's (EPA) Brownfields Assessment Grants. The intent of the Phase II ESAs was to determine any environmental impairment to the property and its affect on redevelopment planning.

The Iowa Department of Natural Resources (IDNR) reviewed the Supplemental Phase II ESA results and recommended additional sampling to delineate the PAH contamination and potential enrollment into the State's Land Recycling Program (LRP). The original Supplemental Site Addendum was amended to address the samples needed to delineate the extent of PAH impact. Supplemental soil sampling activities were completed in January 2007. Based upon an

evaluation of the results, the recommended response action was excavating the top 3 feet of soil to remove exposure risks to future site residents.

Site assessment activities include the following documents:

- *Phase II Environmental Site Assessment Report-Cluster 2, March 2007, Howard R. Green Company*
- *Supplemental Phase II Environmental Site Assessment Report, August 2007 (Howard R. Green Company)*
- *Delineation Sampling Report, January 2008 (Howard R. Green Company)*
- *Site Investigation Summary Report with Risk Evaluation and Response Action, November 2008 (Howard R. Green Company)*
- *Over-excavation Report, November 2008 (Howard R. Green Company)*
- *Supplemental Risk Evaluation and Response Action Report, May 2009 (Howard R. Green Company)*

Soil samples collected from the base and sidewalls of the over-excavation indicated that polynuclear aromatic hydrocarbons (PAH) impact remains under the 1928 building addition, at some locations in the base of the excavation and near the southern and western property lines. A Supplemental Risk Evaluation and Response Action Report dated May 2009 evaluated exposure risks and recommended institutional controls to limit potential exposure to the residual soil impact.

3. **Institutional Controls.** Iowa Code section 455H.206 and Department rules in chapter 567 I.A.C. 137 authorize the use of an environmental covenant as an institutional control. The purpose of this environmental covenant is to manage the risk of future exposure to existing contaminant conditions by limiting specified land use activities at this property, establishing affirmative obligations and enforcing the terms of this covenant.

4. **Reopening.** The signatories acknowledge that failure of these activity and use limitations to serve their intended purpose of preventing the risk of exposure to contaminant conditions could result in the Department reopening review and regulation of the property as provided under the terms of this environmental covenant, Iowa Code chapter 455H, Iowa Code chapter 455I and applicable Department administrative rules.

5. **Identity of Grantor(s) and Holder(s):**

GRANTOR(S):

CPH Corporation

HOLDER/GRANTEE:

CPH Corporation, owner

AGENCY: Iowa Department of Natural Resources

6. Representations and Warranties. The grantor(s) warrant to the other signatories to this covenant the following:

- a. that the grantor[s] is [are] the sole fee title owner[s] of the property;
- b. that the grantor[s] hold[s] hold sufficient fee title to the property to grant the rights and interests described in this covenant free of any conflicting legal and equitable claims;
- c. that the grantor[s] has [have] identified all other persons holding legal or equitable interests, including but not limited to contract buyers, mortgage holders, other consensual lienholders, and lessees and secured their consent either by signatures on this covenant.

7. Running with the Land. This environmental covenant is perpetual and runs with the land as provided in Iowa Code section 455I.9 until modified or terminated. The terms of this environmental covenant are binding on the grantors and all successors in interest, assigns and all transferees acquiring or owning any right, title, lien or interest in the property and their heirs, successors, assigns, grantees, executors, administrators and devisees. The term "transferee," as used in this environmental covenant, shall mean any future owner of any interest in the property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders and/or lessees.

8. Activity and Use Limitations and Terms. The property is subject to the following use limitations and terms:

Residential or non-residential use of the property is prohibited until fencing and barrier/paving requirements are completed by any future property owner(s) as listed in the limitations below.

Fencing must be installed onsite to restrict access to any residual contamination left at the southern and western property boundaries. A minimum of a two (2) foot setback from the property lines is required.

Soils disturbed during removal of the 1975 addition and ramp (Area 3), must be managed in accordance with Iowa Administrative Code (IAC) 567 Chapter 137: Iowa Land Recycling Program and Response Action Standards may require off-site disposal. Following building removal, a barrier or parking lot must be installed and maintained in Area 3 (Exhibit B) to restrict exposure to underlying soils.

Subsurface excavation greater than three (3) feet below ground surface may not be completed on the property without proper analytical testing for presence of polynuclear aromatic hydrocarbons (PAH) and Department notification prior to excavation, except in the case of emergency utility repairs in which case notice will be made as soon as practical. Soil exhibiting PAH concentrations above the risk-based standards outlined in Iowa Administrative Code (IAC) 567 Chapter 137: Iowa Land Recycling Program and Response Action Standards must be properly disposed of off-site and are subject to the determination requirements at Title 40 Code of Federal Regulations (CFR) § 262.11.

The 1928 building addition must be maintained to prevent exposure to underlying impacted soils. The Department must be notified of removal or sub-grade alterations of the 1928 addition. The

Department may require sampling and risk evaluation of the exposed media in accordance with the applicable Department rules and standards at that time to determine if the exposed media poses a health risk.

9. **Notice of Non-Compliance.** Any property owner or subsequent transferee of an interest in the property shall notify the Department as soon as possible of conditions which would constitute a breach of the activity and use limitations in paragraph eight (8) if they have actual knowledge of these conditions or would reasonably be deemed to have knowledge within the normal course of administration of their property interest.

10. **Notice to Lessees.** Grantor, any holder with a property interest sufficient to grant a lease of the property, and any subsequent transferee shall incorporate the activity and use limitations of this covenant either in full or by reference to this instrument in any lease, license, or other instrument granting a right to possession of the property.

11. **Access to Property.** Reasonable access to the property is granted the Department or any authorized representative of the Department, public or private, for the purpose of implementation, monitoring and enforcement of the terms of this environmental covenant. The Department, its authorized representatives or other persons entitled to access shall provide the current owner of the property with reasonable notice, an explanation of the reasons for entry and the scope of onsite activities prior to access. Right of access includes, but is not limited to, the following activities:

- a. repair and maintenance of remedial action equipment, soil caps, groundwater monitoring wells and associated aboveground or subsurface structures
- b. fencing and other technological controls.
- c. groundwater sampling and monitoring
- d. additional drilling
- e. construction of soil boring and/or groundwater monitoring wells
- f. other activities authorized or otherwise directed by the Department.

Access is also granted to *CPH Corporation and its authorized agents, representatives and contractors.*

12. Groundwater Hazard Statement Notice. Iowa Code section 558.69 requires submission of a groundwater hazard statement and disclosure if “hazardous waste” exists on the property as defined in Iowa Code subsections 455B.411(3), 455B.412(2) or section 455B.464 or if the Department determines that solid waste exists on the property that is potentially hazardous. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with Department rules. The signatories and all subsequent transferees required to submit a groundwater hazard statement under Iowa Code section 558.69 shall make reference to this environmental covenant in substantially the following form:

THE INTEREST CONVEYED IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED [*date month, day, year*] RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE [*NAME*] COUNTY RECORDER ON [*date month, day, year*] IN [*document, book and page, or parcel number*].

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

Residential or non-residential use of the property is prohibited until fencing and barrier/paving requirements are completed by any future property owner(s) as listed in the limitations below.

Fencing must be installed onsite to restrict access to any residual contamination left at the southern and western property boundaries. A minimum of a two (2) foot setback from the property lines is required.

Soils disturbed during removal of the 1975 addition and ramp, must be managed in accordance with Iowa Administrative Code (IAC) 567 Chapter 137: Iowa Land Recycling Program and Response Action Standards may require off-site disposal. Following building removal, a barrier or parking lot must be installed and maintained in Area 3 (Exhibit B) to restrict exposure to underlying soils.

Subsurface excavation greater than three (3) feet below ground surface may not be completed on the property without proper analytical testing for presence of polynuclear aromatic hydrocarbons (PAH) and Department notification prior to excavation, except in the case of emergency utility repairs in which case notice will be made as soon as practical. Soil exhibiting PAH concentrations above the risk-based standards outlined in Iowa Administrative Code (IAC) 567 Chapter 137: Iowa Land Recycling Program and Response Action Standards must be properly disposed of off-site and are subject to the determination requirements at Title 40 Code of Federal Regulations (CFR) § 262.11.

The 1928 building addition must be maintained to prevent exposure to underlying impacted soils. The Department must be notified of removal or sub-grade alterations of the 1928 addition. The Department may require sampling and risk evaluation of the exposed media in accordance with the applicable Department rules and standards at that time to determine if the exposed media poses a health risk.

13. **Modification and Termination.** Modification or termination of the terms of this covenant shall comply with the standards in Iowa Code chapter 455H.206 and applicable Department administrative rules. The terms of this environmental covenant may be modified or terminated by written consent of the Director of the Department, the then current fee simple title owner and all original signatories (unless exempted under the provisions of Iowa Code section 455I.10(1)“c” in accordance with and subject to the provisions of Iowa Code section 455I.10). The termination or modification is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any modification or termination of this environmental covenant shall be in accordance with Iowa Code section 455I.9 and such additional terms as specified in this covenant.

14. **Enforcement.** The terms of this environmental covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with Iowa Code section 455I.11.

15. **Severability.** If any provision of this environmental covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. **Governing Law.** This environmental covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.

17. **Recordation.** Within thirty (30) days after Department approval of this environmental covenant, the grantor[s] shall record the environmental covenant in the same manner as a deed to the property with the *Pottawattamie* County Recorder’s Office.

18. **Effective Date.** The effective date of this environmental covenant shall be the date upon which the fully executed environmental covenant has been properly recorded with the *Pottawattamie* County Recorder’s Office.

19. **Notice.** Unless otherwise notified in writing by the Department, any document or communication required by this environmental covenant shall be submitted to:

Iowa Department of Natural Resources
Land Recycling Program
Wallace State Office Building
502 E 9th Street
Des Moines, IA 50319

20. **Subordination and Consent.** By signing this environmental covenant, the signatories knowingly and intelligently acknowledge their consent to the terms of this agreement and agree to subordinate their interest in the property. The following persons have expressly consented and subordinated interests:

ACKNOWLEDGMENTS

GRANTORS

[Signature] Dated this 29 day of May, 2009
CPH Corporation
GRANTOR

State of Iowa
County of Pottawattamie ss.

On this 29 day of May, 2009, before me personally appeared Ed Leach, who being duly sworn, did say that they are the corporation, that (the seal affixed to said instrument is the seal of said corporation or no seal has been procured by said corporation) and that the instrument was signed and sealed on behalf of said corporation by authority of its board of directors and that the said officers acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by them voluntarily executed.

[Signature]
Notary Public, State of Iowa :



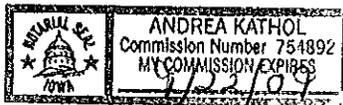
HOLDER/GRANTEE

[Signature] Dated this 29 day of May, 2009
CPH Corporation
GRANTEE

State of Iowa
County of Pottawattamie ss.

On this 29 day of May, 2009, before me personally appeared Ed Leach, who being duly sworn, did say that they are the corporation, that (the seal affixed to said instrument is the seal of said corporation or no seal has been procured by said corporation) and that the instrument was signed and sealed on behalf of said corporation by authority of its board of directors and that the said officers acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by them voluntarily executed.

[Signature]
Notary Public for State of Iowa

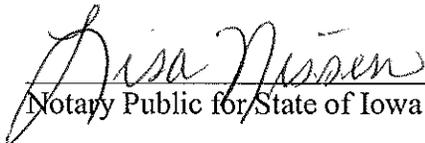


AGENCY:

 Signed this 21 day of May, 2009.
Richard A Leopold
Director, Iowa Department of Natural Resources

State of Iowa)
County of Polk) ss.

On this 21st day of May, 2009, before me personally appeared Richard A. Leopold, known to me to be the Director of the Iowa Department of Natural Resources or the lawful designee of the Director who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.


Notary Public for State of Iowa

SUBORDINATED INTERESTS:

No Subordinated Interests apply.

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION

PER COMMONWEALTH LAND TITLE INSURANCE COMPANY, COMMITMENT NO. 2188798, DATED AUGUST 14, 2008.

LOT 1 AND LOT 2, THE NORTH 1.0' OF LOT 3, THE NORTH 91 2/3' OF LOT 14 AND THE NORTH 91 2/3' OF THE VACATED ALLEY LYING BETWEEN LOT 14 AND LOTS 1, 2, AND THE NORTH 1.0' OF LOT 3, ALL IN BLOCK 10, RIDDLES SUBDIVISION IN COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA,

AND

LOT 3, EXCEPT THE NORTH 1.0' THEREOF; ALL OF LOTS 4, 5, 6, 7 AND LOT 14, EXCEPT THE NORTH 91 2/3 FEET, ALL LOCATED IN BLOCK 10, RIDDLES SUBDIVISION, COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, AND ALL OF THE VACATED ALLEY ABUTTED BY LOTS 3, 4, 5, AND 6 ON THE EAST AND LOTS 7 AND 14 ON THE WEST, EXCEPT THE NORTH 91 2/3 FEET OF SAID VACATED ALLEY.

AND

THE EAST 1/2 OF THE WEST 12' WIDE ALLEY LYING BETWEEN MAIN STREET AND 6TH STREET AND BETWEEN 10TH AND 11TH AVENUE THAT ADJOINS LOTS 7 AND 14 IN BLOCK 10 IN RIDDLES SUBDIVISION, COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA AND IS BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF 10TH AVENUE AND ON THE SOUTH BY THE NORTH RIGHT-OF-WAY LINE OF 11TH AVENUE.

AND

THE VACATED SOUTH 8 FEET OF 10TH AVENUE RIGHT-OF-WAY LYING BETWEEN SOUTH MAIN AND SOUTH 6TH STREETS AND ABUTTING LOTS 1 AND 14 AND THE VACATED ALLEY BETWEEN SAID LOTS 1 AND 14, BLOCK 10, RIDDLES SUBDIVISION IN COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

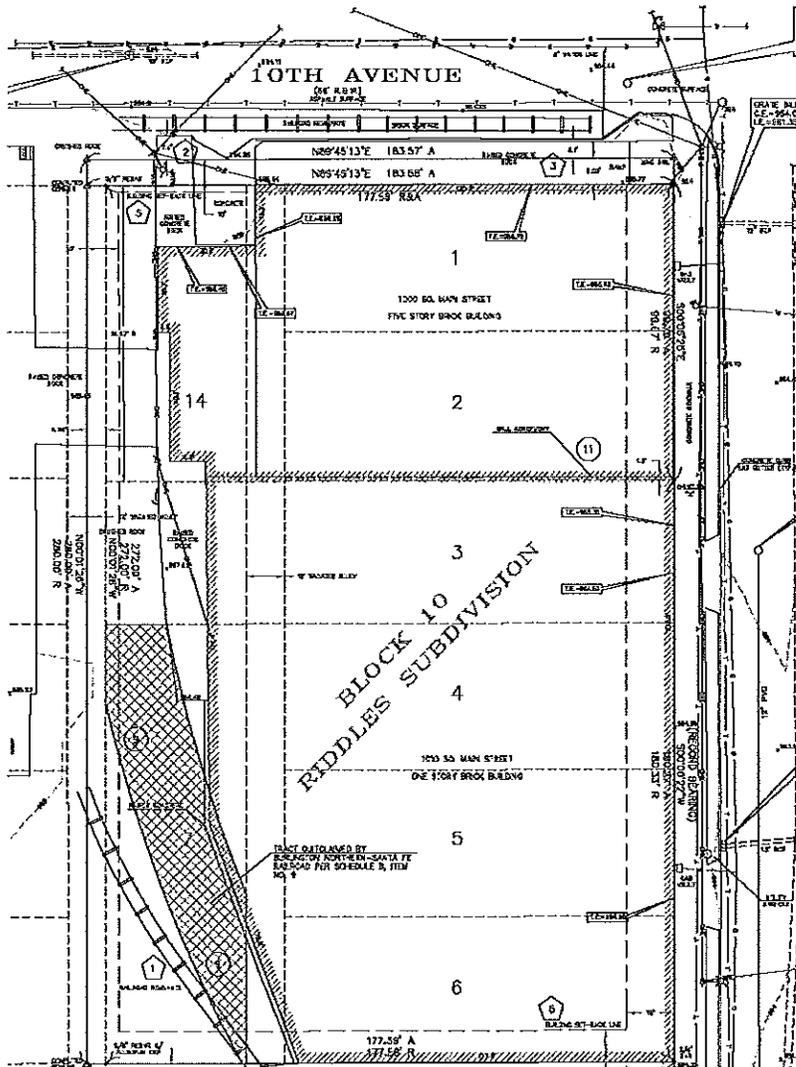


EXHIBIT B

PROPERTY MAP

PROPERTY INTEREST FORM

To: Iowa Department of Natural Resources (DNR)
Wallace State Office Building
902 E 9th Street
Des Moines, IA 50319

Re: Environmental Covenant Supporting Documentation
Subject Property Location: **1000 S. Main Street, Council Bluffs, Iowa**
Source Site Location: *N/A*
DNR File Reference: [LUST No., Administrative Order No., LRP reference, etc.]

This letter is to certify that **Jack E. Ruesch** has conducted a thorough search of the real estate records and has identified the following legal and equitable interests in the property in accordance with Department rules in chapter 567 Iowa Administrative Code 14.

DIRECTIONS: For each applicable section to the property at hand, include the following:

- Name as written on filed instrument
- Address and Phone Number of Party listed
- The book, page number, or file reference where the instrument describing the interest can be found
- A COPY of the instrument itself

FEE TITLE OWNER

1. The current fee title interests evidenced by a warranty deed, deed of trust or similar instrument:
 - a. Fee title is in **CPH Corporation, an Iowa Non-Profit Corporation. See Exhibit A list of deeds and attached deeds.**
 - b.
2. Current property interests evidenced by a "Quit Claim Deed":
 - a. **None.**
 - b.

CONTRACT INTEREST

1. Current contract buyers or assignees of contracts for the sale of the property:
 - a. **None.**
 - b.
2. Current contract sellers of the property:
 - a. **None.**
 - b.

LEASEHOLDERS

1. all current leaseholders, whether recorded or not:
 - a. None.

MORTGAGES

1. Current recorded mortgages (i.e., persons and institutions who have filed a mortgage interest against the property):
 - a. None.
 - b.

LIENS

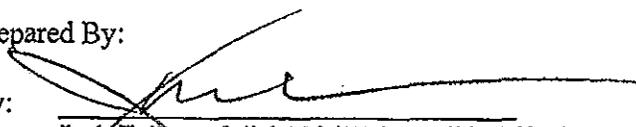
1. Any recorded liens against the property:
 - a. None.
 - b.

OTHER INTERESTS

1. See attached title commitment dated 08/14/08 which shows easements and party wall agreement.
- 2.

Prepared By:

By:



Jack E. Ruesch PO1004756 & AT0006826
TELPNER, PETERSON, SMITH,
RUESCH, THOMAS & SIMPSON, LLP
25 Main Place, Suite 200
P.O. Box 248
Council Bluffs, Iowa 51503
(712) 325-9000 Telephone
(712) 328-1946 Facsimile
jruesch@telpnerlaw.com

EXHIBIT A

DEEDS EVIDENCING CPH CORPORATION FEE TITLE

1. Special Warranty Deed from ConAgra Foods, Inc. to CPH Corporation.
Book 104 Page 12031.
2. City Deed from City of Council Bluffs to CPH Corporation.
Book 2007 Page 016948.
3. City Deed from City of Council Bluffs to CPH Corporation deeding vacated street right-of-way. Book 2007 Page 017974.
4. Quit Claim Deed from CPH Corporation to City of Council Bluffs reconveying portion of right-of-way. Book 2008 Page 011796.

COMPARED

FILED FOR RECORD
POTTAWATTAMIE CO. IA.

03 NOV 10 AM 9:59

JOHN SCIORTINO
RECORDER

REAL ESTATE TRANSFER TAX PAID	
277.25	STAMP#
277	
RECORDER	POTTAWATTAMIE COUNTY
11-03	DATE

INST # 12059 ✓
 RECORDING FEE 300
 AUDITOR FEE 500
 RMA FEE 100 ECOM 500

Prepared by: Karen Douglas, 1601 Dodge Street, Suite 3700, Omaha, Nebraska 68102

Tax Statements: CPH Corporation, 7 North 6th Street, Council Bluffs, IA 51503, Attn: Matt Buchanan

SPECIAL WARRANTY DEED
(Iowa)

For the consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, **CONAGRA FOODS, INC.**, a Delaware corporation, formerly known as ConAgra, Inc., as evidenced by the corporate documentation attached hereto as Exhibit "A", and by this reference incorporated herein as though fully set forth ("Grantor"), whose address is One ConAgra Drive, Omaha, Nebraska 68102, does hereby convey to CPH Corporation ("Grantee") the following described real estate situated in the County of Pottawattamie and State of Iowa, to-wit (the "Property"):

See Exhibit "B" attached hereto and by this reference incorporated herein as though fully set forth.

SUBJECT, however, to all covenants, conditions, restrictions, easements of record, and agreements, including a siding track agreement with the Chicago, Burlington and Quincy Railroad for a siding track, the center line of which lies 10.95 feet normally easterly from and parallel to the West line of the North 91 2/3 feet of said Lot 14.

Grantor does hereby covenant with Grantee and successors in interest to warrant and defend the real estate against the lawful claims of all persons claiming by, through or under Grantor, except as may be above stated. Grantor does hereby relinquish all rights of dower, homestead and distributive share in and to the real estate.

[The remainder of this page intentionally left blank.]

Entered for Taxation

NOV 10 2003

Marilyn Jo Drake

COUNTY AUDITOR

Page 1

BK 104 PG 12031

T-0361038

2777.25

1-696

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: October 6, 2003.

CONAGRA FOODS, INC., a Delaware corporation, Grantor

By: Debra R. Keith
Title: VICE PRESIDENT - TAX

By: Mark Gault
Title: Vice President, Capital Management

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 10th day of October, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Debra R. Keith and Mark Gault as the VP - TAX & VP Capital Mgmt. and respectively of CONAGRA FOODS, INC., who executed the same as their voluntary act and deed on behalf of the corporation.

Lori A. Watson
Notary Public
My commission expires: Aug. 21, 2006

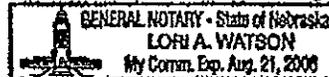


Exhibit "A"

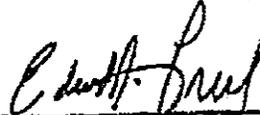
State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CONAGRA, INC.", CHANGING ITS NAME FROM "CONAGRA, INC." TO "CONAGRA FOODS, INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 2000, AT 5 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Edward J. Freel, Secretary of State

AUTHENTICATION: 0706124

0818944 8100

001489608

Exhibit A - Page 1 of 3

DATE: 09-28-00

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
CONAGRA, INC.

CONAGRA, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: That at a meeting of the Board of Directors of CONAGRA, INC., a resolution was duly adopted setting forth a proposed amendment to the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and submitting said amendment to a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

"RESOLVED, that the Board of Directors declare it advisable that ARTICLE I of the Certificate of Incorporation entitled 'NAME' be amended to read as follows to reflect a change in this corporation's name:

ARTICLE I

NAME

The name of the Corporation shall be ConAgra Foods, Inc."

RESOLVED FURTHER, that such amendment be submitted to the stockholders of this corporation for approval at the annual meeting of the stockholders to be held on September 28, 2000; and

RESOLVED FURTHER, that if and when the stockholders holding the majority of the outstanding common stock of this corporation have voted in favor of such amendment, the Chief Executive Officer or a Vice President, and the Secretary or an Assistant Secretary, of this corporation are hereby authorized and directed to make, under the seal of this corporation, a certificate setting forth such amendment, and certifying that such amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware, as amended, and to file such certificate in the office of the Secretary of State of the State of Delaware, and such other offices as are appropriate."

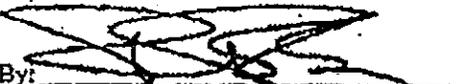
STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 09/28/2000
001489608 - 0818944

SECOND: That thereafter, pursuant to resolution of its Board of Directors, an annual meeting of the shareholders of said corporation was duly called and held, upon notice in accordance with Sections 222 and 242 of the General Corporation Law of the State of Delaware on September 28, 2000 at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said CONAGRA, INC. has caused this Certificate to be signed by BRUCE C. ROHDE, its Chief Executive Officer, and attested to by JAMES P. O'DONNELL, its Corporate Secretary, this 28th day of September, 2000.

CONAGRA, INC.

By: 
BRUCE C. ROHDE
Chief Executive Officer

ATTEST:


JAMES P. O'DONNELL
Corporate Secretary

Exhibit "B"

Lot 1 and Lot 2, the North 1.0 foot of Lot 3, the North 91 2/3 feet of Lot 14 and the North 91 2/3 feet of the vacated alley lying between Lot 14 and Lots 1, 2 and the North 1.0 foot of Lot 3, all in Block 10, Riddles Subdivision in Council Bluffs, Iowa;

AND

Lot 3 except the North 1.0 foot thereof; all of Lots 4, 5, and 6; Lot 7 except that part deeded to Chicago, Burlington and Quincy Railroad Company in Book 651, Page 539 and Lot 14, except the North 91 2/3 feet, all located in Block 10, Riddles Subdivision, Council Bluffs, Pottawattamie County, Iowa and all of the vacated alley abutted by Lots 3, 4, 5, and 6 on the East and Lots 7 and 14 on the West, except the North 91 2/3 feet of said vacated alley; except that part deeded to Chicago, Burlington and Quincy Railroad in Book 142, Page 166;

AND

The East 1/2 of the West 12 foot wide alley lying between Main Street and 6th Street and between 10th and 11th Avenue that adjoins Lots 7 and 14 in Block 10 in Riddles Subdivision, Council Bluffs, Pottawattamie County, Iowa and is bounded on the North by the South right-of-way line of 10th Avenue and on the South by the north right-of-way line of 11th Avenue.

EXHIBIT C

TITLE INSURANCE COMMITMENT
AND COPY OF DEEDS

⑤ *#116* COMPARED

R Fee 15⁰⁰

A Fee 5⁰⁰

T Tax _____



Pottawattamie County, IA 2007-016941 ✓
Recorder John Sciortino
Book-Page: 2007-016941
File Time: 10/23/2007 @ 09:58:00 AM
Rec-\$15.00 Aud-\$5.00 RMA-\$1.00 ECM-\$1.00
Current Transfer Tax Paid: \$0.00



CITY DEED
Recorder's Cover Sheet

Preparer Information:

Jack E. Ruesch, 25 Main Place, Suite 200, P.O. Box 248, Council Bluffs, (712) 325-9000

Taxpayer Information:

CPH Corporation
7 North 6th Street.
P.O. Box 1565
Council Bluffs, IA 51502

Return Address

Jack E. Ruesch
25 Main Place, Suite 200
Council Bluffs, IA 51502

Grantors:

City of Council Bluffs

Grantees:

CPH Corporation

Legal Description: See Exhibit A attached

Document or instrument number if applicable:

Michelle J. Staker COUNTY AUDITOR

COMPARED

Prepared by : Jack E. Ruesch, 25 Main Place, Suite 200, Council Bluffs, IA 51502
Return to: Jack E. Ruesch, 25 Main Place, Suite 200, Council Bluffs, IA 51502

CITY DEED
KNOW ALL PERSONS BY THESE PRESENTS:

That the City of Council Bluffs, Iowa, a municipal corporation in the County of Pottawattamie and State of Iowa, by its Mayor thereunto duly authorized, as hereinafter set forth, in consideration of ONE DOLLAR (\$1.00), in hand paid, does hereby release, demise, convey and quitclaim unto CPH Corporation, all its right, title and interest in and to the property described as follows:

See Exhibit A attached hereto.

Exemption #6 - Political Subdivision is grantor

This deed is executed under and by virtue of the authority vested in the Mayor of Council Bluffs, Iowa, by Resolution/Ordinance No. 04284, approved on November 8, 2004, under the provisions of which and in accordance herewith this deed is executed and delivered.

IN WITNESS WHEREOF, the City of Council Bluffs, Iowa, has caused these presents to be signed by its Mayor and the seal of said City duly attested by the City Clerk hereunto affixed this 18th day of October, 2007.



CITY OF COUNCIL BLUFFS, IOWA

By:

Thomas P. Hanafan

Mayor

Attest:

Judith Ridgely

City Clerk

STATE OF IOWA)
)ss.
COUNTY OF POTTAWATTAMIE)

On this 18th day of October, 2007, before me the undersigned, a Notary Public in and for said County and State, personally appeared Thomas P. Hanafan and Judith Ridgely, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a municipal corporation; that said instrument was signed and sealed on behalf of the said City of Council Bluffs, Iowa, by authority of its City Council; and that said Thomas P. Hanafan and Judith Ridgely, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Marcia L. Worden

NOTARY PUBLIC



EXHIBIT "A"

All of The Burlington Northern and Santa Fe Railway Company's right, title and interest, if any, to the Easterly 10.0 feet of Lots 8, 9, 10, 11, 12 and 13, inclusive, Block 10 of Riddle's Subdivision in Council Bluffs, Pottawattamie County, Iowa, together with the North-South alley lying contiguous to and Easterly of said Lots; also,

That portion of Lot 7, Block 10 of Riddle's Subdivision in Council Bluffs, Pottawattamie County, Iowa, being a strip of land 24 feet in width, being 18 feet in width on the easterly side and 6 feet in width on the westerly side of the following described line:

Beginning at a point in the northerly line of Eleventh Avenue and the southerly line of said Lot 7 extended easterly 49.7 feet easterly of the southwesterly corner of said Lot 7, measured along the northerly line of Eleventh Avenue; thence in a northerly direction along a curved line, concave easterly to a point 45 and $\frac{1}{3}$ feet normally distant from and northerly of the southerly line of said Lot 7 and 27.7 feet normally distant from and easterly of the westerly line of said Lot 7; thence continuing along said curved line to a point 90 and $\frac{2}{3}$ feet normally distant from and northerly of the southerly line of said Lot 7 and 11.6 feet normally distant from and easterly of the westerly line of said Lot 7; thence continuing northerly along said curved line to a point in the northerly line of said Lot 7, said point being One (1) foot easterly of the northwesterly corner of said Lot 7.

ALSO,

All of The Burlington Northern and Santa Fe Railway Company's right, title and interest, if any, to the Westerly half of Lot 14, said Block 10 of Riddle's Subdivision in Council Bluffs, Pottawattamie County, Iowa, lying Westerly of a line drawn parallel with and 7.5 feet normally distant Easterly of said Railway Company's spur track centerline, as originally located and constructed upon, over and across said Lot 14.

Acknowledgments for Individuals

STATE OF _____, COUNTY OF _____
This instrument was acknowledged before me on _____, by _____

_____, Notary Public

STATE OF _____, COUNTY OF _____
This instrument was acknowledged before me on _____, by _____

_____, Notary Public

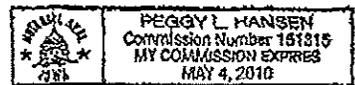
STATE OF _____, COUNTY OF _____
This instrument was acknowledged before me on _____, by _____

_____, Notary Public

Acknowledgments for Corporation or Other Entity

STATE OF IOWA, COUNTY OF POTTAWATTAMIE
This instrument was acknowledged before me on August 7, 2008
by A. W. Fauke
as President
of CPH Corporation

Peggy L. Hansen
_____, Notary Public



SCHEDULE A

Commitment No. 02004105	Effective Date of Commitment: August 14, 2008 at 8 a.m.
Your No.:	(For Information Only) 1000 S MAIN ST, Council Bluffs, IA 51501

Prepared For: Sheryl Garst / Chamber of Commerce

Inquiries Should be Directed to: Security Title Company
(402) 445-0382 Fax # (402) 445-0387

OPEN BINDER

1. Policy or Policies to be issued:	PREMIUM	AMOUNT
(a) [X] ALTA Owner's Policy 1992	\$ 774.00	\$262,000.00
Proposed Insured: Artspace Projects, Inc.	\$	\$
Proposed Insured:		
	TOTAL: \$ 774.00	

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a:
Fee Simple

3. Title to the estate or interest in the land is at the effective date hereof vested in:

CPH Corporation

4. The land referred to in this Commitment is located in the County of Pottawattamie, State of IA, and described as follows:

See Exhibit "A" Legal Description Attached

Countersigned by: _____
Joseph A. Quedensley

Note: This Commitment is not valid unless Schedules B1 and B2 are attached.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT - SCHEDULE B1 - REQUIREMENTS

Commitment No.: 02004105

The following items need to be satisfied or released prior to closing. In the event these items are not satisfied or released they will show as exceptions on the policy(ies) when issued.

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest or mortgage to be insured.
3. Copy of the CPH Corporation resolution authorizing conveyance of subject property.
4. Warranty Deed executed by the President or authorized signing officer of CPH Corporation to Artspace Projects Inc.
5. To insure against the possibility of any matters appearing of record after the effective date of this commitment, please order a verbal update from Security Title Company prior to closing.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

=4 COMPARED

R Fee 5.00

A Fee 5.00

T Tax _____

Pottawattamie County, IA 2007-017974
Recorder John Sciortino
Book-Page: 2007-017974
File Time: 11/09/2007 8 10:41:48 AM
Rec-\$5.00 Aud-\$5.00 RMA-\$1.00 BCM-\$1.00
Current Transfer Tax Paid: \$0.00



Prepared by: City of Council Bluffs Legal Department, 209 Pearl Street, Council Bluffs, Iowa 51503 (712) 3284620
Return to: City Clerk, 209 Pearl Street, Council Bluffs, Iowa 51503

Judith A. Ridgely, COUNTY AUDITOR

CITY DEED
KNOW ALL PERSONS BY THESE PRESENTS:

That the City of Council Bluffs, Iowa, a municipal corporation in the County of Pottawattamie and State of Iowa, by its Mayor thereunto duly authorized, as hereinafter set forth, in consideration of SIX HUNDRED THIRTY-THREE AND 72/100TH DOLLARS (\$633.72), in hand paid, does hereby release, demise, convey and quitclaim unto CPH Corporation, and all successors in interest, all its right, title and interest in and to the property described as follows:

The vacated south 13 feet of 10th Avenue right-of-way lying between South Main and South 6th Streets and abutting Block 10, Riddles Subdivision, in Council Bluffs, Pottawattamie County, Iowa.

This deed is executed under and by virtue of the authority vested in the Mayor of Council Bluffs, Iowa, by Resolution No. 07-381, passed and approved on October 8, 2007, under the provisions of which and in accordance herewith this deed is executed and delivered.

IN WITNESS WHEREOF, the City of Council Bluffs, Iowa, has caused these presents to be signed by its Mayor and the seal of said City duly attested by the City Clerk hereunto affixed this 17th day of October, 2007.



CITY OF COUNCIL BLUFFS, IOWA

By: Thomas P. Hanafan
THOMAS P. HANAFAN, Mayor

Attest: Judith A. Ridgely
JUDITH RIDGELY, City Clerk

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

On this 17th day of October, 2007, before me the undersigned, a Notary Public in and for said County and State, personally appeared Thomas P. Hanafan and Judith Ridgely, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the said City of Council Bluffs, Iowa, a municipal corporation; that said instrument was signed and sealed on behalf of the said City of Council Bluffs, Iowa, by authority of its City Council; and that said Thomas P. Hanafan and Judith Ridgely, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

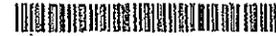
Marcia L. Worden
Notary Public in and for said State



F4 COMPARED

Att: Jack Kuesch 3281946

Pottawattamie County, IA 2008-011796
Recorder John Sciortino
Book-Page: 2008-011796
File Time: 08/15/2008 8:11:02:31 AM
Rec-\$10.00 Aud-\$5.00 RMA-\$1.00 ECM-\$1.00
Current Transfer Tax Paid: \$0.00



R Fee 0.00

A Fee 5.00

T Tax

THE IOWA STATE BAR ASSOCIATION Official Form No. 105 - May 2008	Richard Wade	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER.
Return To: City Legal Department, 209 Pearl Street, Council Bluffs, IA 51503, (712) 328-4620		
Preparer: City Legal Department, 209 Pearl Street, Council Bluffs, IA 51503, (712) 328-4620		
Taxpayer: City of Council Bluffs, Iowa		
QUIT CLAIM DEED		
For the consideration of \$262.20 Dollar(s) and other valuable consideration, CPH Corporation, and all successors in interest		
do hereby		
Quit Claim to <u>City of Council Bluffs, Iowa, a municipal corporation</u>		
all		
our right, title, interest, estate, claim and demand in the following real estate in <u>Pottawattamie</u> County, Iowa:		
The North five (5) feet of the vacated South 13 feet of 10th Avenue right-of-way lying between South Main and South 6th Streets and abutting Block 10, Riddles Subdivision.		
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: <u>Aug 7, 2008</u>
_____ (Grantor)		<u>[Signature]</u> A. W. Tusha, CPH Corp. President (Grantor)
_____ (Grantor)		_____ (Grantor)
STATE OF _____, COUNTY OF _____		
This instrument was acknowledged before me on _____, by _____		
		_____ Notary Public
(This form of acknowledgment for individual grantor(s) only)		

Entered for Taxes: AUG 15 2008
[Signature] COUNTY AUDITOR

COMMITMENT - SCHEDULE B2 - EXCEPTIONS

Commitment No.: 02004105

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
 - a. Rights or claims of parties in possession not shown by the public records.
 - b. Easements, or claims of easements, not shown by the public records.
 - c. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
 - d. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
 - e. Taxes or special assessments which are not shown as existing liens by the public records.

SPECIAL EXCEPTION:

3. Taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's Office. Also any special Assessments not posted to the certified Tax Books in the Treasurer's Office.
Note: We advise you contact the Treasurer's Office for this information.

General Taxes for the year 2006 and prior years paid.

General Taxes for the year 2007, in the amount of \$11,232.00, first half due and payable on July 1, 2008, second half due and payable on January 1, 2009.

P#754436336002

4. No coverage is provided for Special Assessments levied and certified to the office of the County Treasurer after the effective date of the title insurance policy.
5. Special Assessments and/or unpaid fees for services for sewer systems, storm water drainage systems, sewage treatment, solid waste collection, water, and solid waste disposal, which have been certified to the County Treasurer for Collection, but have not been entered on the tax books.
6. QuitClaim Deed executed on May 19, 2004 and filed June 17, 2004 in Book 104 Page 27189. Wherein the Burlington Northern and Santa Fe Railway Company conveys all of the company's right, title and interest in Lots 7, 8, 9, 10, 11, 12, 13 and 14 Block

Continued on next page

COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B2 (Continued)

Commitment No. 02004105

- 10 Riddles Subdivision, to The City of Council Bluffs. Said QuitClaim Deed reserves mineral rights to the property and reserves a perpetual easement on the property for the use of existing driveways, roads, utilities, fiber optic lines, tracts and wires.
7. Survey by Rogers Surveying dated May 12, 1986 and filed June 21, 1988 at Book 88 Page 27646 indicates building encroachments and possible railroad encroachments along the boundary lines of the property under examination.
 8. Resolution 04-284 filed December 7, 2004 at Book 105 page 10688. A resolution accepting the redevelopment proposal submitted by the Pottawattamie County Development Corporation on behalf of their affiliate non-profit CPH Inc. and authorizing the mayor to execute any documents related to the transfer of the property located South of 1000 South Main Street to Pottawattamie County Development Corporation / CPH Corporation
 9. Party Wall Agreement dated August 30, 1965 and filed August 30, 1965 at Book 1398 Page 411. Common Building Wall Agreement with the property adjoining on the South.
 10. Resolution 93-168 adopted and approved on August 9, 1993 and filed August 13, 1993 at Book 94 Page 5098. Resolution to vacate and to dispose of all the West 12 feet wide alley lying between Main Street and 6th Street and between 10th and 11th Avenues and adjoining Lots 7 through 14 inclusive in Block 10 in Riddle's Subdivision. Re-recorded and corrected September 3, 1993 at Book 94 Page 7731.
 11. Subject to the terms and conditions of the South Main Urban Renewal Plan as amended and filed October 13, 2003 at Book 104 Page 9771.
 12. Easement reserved in Warranty Deed, dated May 19, 2004 and filed June 17, 2004 in Book 2007, Page 27189. Easements are reserved in Warranty Deed conveying property from the railroad to the City of Council Bluffs the interest of the grantee, shall be subject to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the property.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

SECURITY TITLE COMPANY

CONTINUATION PAGE
SCHEDULE A

02004105

LEGAL DESCRIPTION

Lot 1 and Lot 2, the North 1.0 foot of Lot 3, the North 91 2/3 feet of Lot 14 and the North 91 2/3 feet of the vacated alley lying between lot 14 and Lots 1, 2 and the North 1.0 foot of Lot 3, all in Block 10, Riddles Subdivision in Council Bluffs, Pottawattamie County, Iowa;

and

Lot 3 except the North 1.0 foot thereof; all of Lots 4, 5, 6, 7 and Lot 14, except the North 91 2/3 feet, all located in Block 10, Riddles subdivision, Council Bluffs, Pottawattamie County, Iowa and all of the vacated alley abutted by Lots 3, 4, 5, and 6 on the East and Lots 7 and 14 on the West, except the North 91 2/3 feet of said vacated alley;

and

The East 1/2 of the West 12 foot wide alley lying between Main Street and 6th Street and between 10th and 11th Avenue that adjoins Lots 7 and 14 in Block 10 in Riddles Subdivision, Council Bluffs, Pottawattamie County, Iowa and is bounded on the North by the South right-of-way line of 10th Avenue and on the South by the North right-of-way line of 11th Avenue.

and

The vacated South 8 feet of 10th Avenue right-of-way lying between South Main and South 6th Streets and abutting Lots 1 and 14 and the vacated alley between said Lots 1 and 14, Block 10, Riddles Subdivision in Council Bluffs, Pottawattamie County, Iowa.

COMMONWEALTH LAND TITLE INSURANCE COMPANY