DOC# 607926
Recorded
July 29, 2015 9:25 AM

PEGGY L. WALTER, Clark Co Reg of Deeds

Fee Amount: $30.00
Transfer Fee: $78.30
Total Pages: 3

DOCUMENT NUMBER

QUIT CLAIM DEED

This instrument was drafted by:

David S. Drach
Real Estate Department
Canadian Pacific
900 Canadian Pacific Plaza
120 South Sixth Street
Minneapolis, MN 55402

RESERVED FOR RECORDING DATA

Tax statements for the property described in this instrument should be sent to Grantee(s) at:

Evelyn E. Schultz
N7758 Romadka Ave
Loyal, Wisconsin 54446-8376

Return Recorded Documents to:

David S. Drach
Real Estate Department
Canadian Pacific
900 Canadian Pacific Plaza
120 South Sixth Street
Minneapolis, MN 55402

0480646001; 0480642001; 0480644001; 0480645001
PARCEL IDENTIFICATION NUMBERS

Date: July 27, 2015.

For valuable consideration,

SOO LINE RAILROAD COMPANY ("**Grantor**"), a Minnesota corporation doing business as Canadian Pacific with its principal place of business located at 120 South 6th St., Suite 1000, Minneapolis, Minnesota 55402,

hereby conveys and quitclaims to

EVELYN E. SCHULTZ and **JOHN L. SCHULTZ**, as joint tenants, of N7758 Romadka Ave, Loyal, Wisconsin 54446 ("**Grantee**"), real property in

Clark County, **Wisconsin,**

described below, together with all hereditaments and appurtenances thereto. The real property is described as follows:

All of Grantor's former right of way and all other property located upon and across the:

Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) and the
Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) and the
Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) and the
Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4),

of Section 33 Township 26 North, Range 1 East, Clark County, Wisconsin.

This deed does not convey after-acquired title.

Grantor reserves unto itself, and its successors and assigns, all minerals on or under the surface of the real property (or otherwise accessible from the real property), together with the full right, through its servants, employees, agents, licensees, and appointees, to enter and utilize the real property for the purpose of exploring for, mining, and removing said minerals. Grantor shall at all times exercise these rights in such a manner as not to cause unnecessary damage to the surface of the real property. As used herein, "minerals" is used in its broadest sense and means any naturally occurring substance on or under the surface of the real property (or otherwise accessible from the real property), and it specifically includes, but is not limited to, water, oil, gas, petroleum, coal, peat, sand, gravel, stone, gemstones, and chemical substances.

Grantee agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Grantee's acceptance of title to the Property shall represent Grantee's acknowledgment and agreement that:

(i) Grantor has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
(ii) Grantee has not relied on any written or oral representation or warranty made by Grantor, its agents or employees with respect to the condition or value of the Property;
(iii) Grantee has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Grantee is relying solely on such inspection and testing; and
(iv) the condition of the Property is fit for Grantee's intended use. Grantee agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

Grantee, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Grantor from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Grantee hereby waives any and all causes of action (including without limitation any right of contribution) Grantee had, has or may have against Grantor and its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

Grantee agrees to indemnify, hold harmless and defend Grantor and its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf for, from and against any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) past, present and future, existing and contingent, known and unknown arising out of, resulting from, or relating to the condition of the Property. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Grantor's actions or inactions.

The covenants contained herein shall, "run with the land," and shall be binding upon subsequent owners of the real property.

SOO LINE RAILROAD COMPANY
doing business as Canadian Pacific

By: _____
Director, Real Estate Sales & Acquisitions U.S.

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

The foregoing quitclaim deed was acknowledged before me this 27th day of July 2015 by David S. Drach, Director Real Estate Sales & Acquisitions U.S. of Soo Line Railroad Company, a corporation under the laws of the State of Minnesota, on behalf of the corporation.

AMY L ANDREWS
NOTARY PUBLIC – MINNESOTA
My Commission Expires Jan. 31, 2017

Notary Seal

_____
Notary Public