



Document 1328

Document 2017 1328 Type 06 018 Pages 14  
Date 6/05/2017 Time 12:02 PM  
Rec Amt \$72.00

KIM ANDERSON, RECORDER  
HAMILTON COUNTY IOWA

**IOWA CONTAMINATED SITE  
ENVIRONMENTAL COVENANT**

-----  
**Recorder's Cover Sheet**

Preparers Information: Brian Lenz, ATC, Group Services, 4905 Hubbell Ave, Suite 6, Des Moines, IA 50317

515 689-3993

Taxpayer Information: Bob Welch, 3065 220<sup>th</sup> Street, Williams, IA 50271

Returned To:

Return Document to: Brian Lenz, ATC, 4905 Hubbell Ave, Suite 6, Des Moines, IA 50317

Grantors: Bob Welch

Grantees: Welch Oil Inc.

Parcel Identification Number: 40892333400004

**Legal Description:**

Conveys commencing at the South ¼ corner of Section 33; thence North 736.0 feet along the West Line of the SE ¼ of said Section 33; thence South 22° 56' East 185.35 feet along the Easterly right of way line of Ramp "D" Interstate Route No. 35 to the point of beginning; thence South 89° 46' East 500.0 feet; thence North 180.0 feet; thence South 89° 46' East 171.3 feet; thence South 21° 55 ½ East 616.3 feet; thence South 10° 34' East 111.8 feet; thence North 89° 46' West 628.1 feet along the North right of way line of Primary Road No. U.S. 20; thence north 48° 16' West 175.4 feet along the Easterly right of way line Ramp "D"; thence North 22° 56' West 418.05 feet along the Easterly right of way line of said Ramp "D" to the point of beginning, containing 9.21 acres, more or less.

The above described parcel of land is located in the SW ¼ of the SE ¼ of Section 33, Township 89 North, Range 23 West of the 5<sup>th</sup> P.M. Hamilton County, Iowa.

Document or instrument number of associated documents previously recorded: None

## **IOWA UNDERGROUND STORAGE TANK PROGRAM ENVIRONMENTAL COVENANT**

This environmental covenant is established pursuant to Iowa Code (IC) chapter 455I entitled Uniform Environmental Covenants Act.

Bob Welch, hereafter "grantors," Welch Oil Inc. and Iowa Falls State Bank, hereafter "holders," and the Department of Natural Resources (Department) in its capacity as an agency of the State of Iowa, 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 included herein pursuant to the authority granted to the Department in IC chapter 455I, IC § 455B.103(7), and Department rules in chapter 567 Iowa Administrative Code (IAC) 135.

**1. Affected Property.** The grantor identified below is the fee title owner of the property located at 3065 220<sup>th</sup> Street, Williams, Iowa, at which petroleum exists. The property is legally described as:

Conveys commencing at the South ¼ corner of Section 33; thence North 736.0 feet along the West Line of the SE ¼ of said Section 33; thence South 22° 56' East 185.35 feet along the Easterly right of way line of Ramp "D" Interstate Route No. 35 to the point of beginning; thence South 89° 46' East 500.0 feet; thence North 180.0 feet; thence South 89° 46' East 171.3 feet; thence South 21° 55 ½ East 616.3 feet; thence South 10° 34' East 111.8 feet; thence North 89° 46' West 628.1 feet along the North right of way line of Primary Road No. U.S. 20; thence north 48° 16' West 175.4 feet along the Easterly right of way line Ramp "D"; thence North 22° 56' West 418.05 feet along the Easterly right of way line of said Ramp "D" to the point of beginning, containing 9.21 acres, more or less.

The above described parcel of land is located in the SW ¼ of the SE ¼ of Section 33, Township 89 North, Range 23 West of the 5<sup>th</sup> P.M. Hamilton County, Iowa.

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

**2. Risk Management and Institutional Controls.** ATC Group Services has conducted a soil and groundwater investigation and risk assessment (Tier 2 and Site Monitoring Reports) of the property in accordance with Department rules in chapter 567 IAC 135.

This assessment constitutes an environmental response project as defined in IC § 455I.2(5). The purpose of this environmental covenant is to manage the risk of future exposure to existing soil and/or groundwater contamination at the site by limiting specified land use activities at this property, establishing affirmative obligations, and enforcing the terms of this covenant.

**3. Tiered Assessment Reports.** Department files reference the UST source site located at 3065 220<sup>th</sup> Street, William, Iowa by Registration No.198608152 and LUST NO. 8LTH91. The current assessment status of the site has been classified by the following documents:

ATC Group Services Site Monitoring Report dated February 15, 2017  
IDNR letter of February 24, 2017 assigning the Low Risk classification to the site.

4. **Reopening.** The signatories to this covenant acknowledge that failure of the activity and use limitations to serve their intended purpose including the prevention of exposure to contamination could result in the Department reopening its review and regulation of the contaminant condition on the property as provided under the terms of this covenant, IC chapters 455B and 455I, and applicable Department administrative rules.

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

**GRANTOR:** Bob Welch

**HOLDERS:** Welch Oil, Inc. (Business owner of property)  
Iowa Falls State Bank (Mortgage holder on the property)

**AGENCY:** Iowa Department of Natural Resources

6. **Representations and Warranties.** The grantor warrants to the other signatories to this covenant the following:

- a. The grantor is the sole fee title owners of the property;
- b. the grantor holds 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. the grantor has 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 or by a separate subordination and consent agreement.

7. **Running with the Land.** This environmental covenant is perpetual and runs with the land as provided in IC § 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 activity and use limitations:

8.1 No confined spaces as described in IAC 567 135.10(6) (groundwater vapor) and 135.10(7) (soil vapor) shall be constructed within 200 feet of the contaminate plumes. Confined spaces include basements in buildings occupied by humans.

8.2 Sanitary sewers shall not be constructed within 200 feet of the contaminate plumes if they are connected to a building within 200 feet. Sanitary sewers include the utility envelope and septic systems.

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.

**12. Groundwater Hazard Statement Notice.** IC § 558.69 requires submission of a groundwater hazard statement and disclosure if “hazardous waste” exists on the property as defined in IC § 455B.411(3) 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 [county 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:

12.1 No confined spaces as described in IAC 567 135.10(6) (groundwater vapor) and 135.10(7) (soil vapor) shall be constructed within 200 feet of the contaminate plumes. Confined spaces include basements in buildings occupied by humans.

12.2 Sanitary sewers shall not be constructed within 200 feet of the contaminate plumes if they are connected to a building within 200 feet. Sanitary sewers include the utility envelope and septic systems.

**13. Modification and Termination.** Modification or termination of the terms of this covenant shall comply with the standards in IC chapter 455I 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 IC § 455I.10(1)“c” in accordance with and subject to the provisions of IC § 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 IC § 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 IC § 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 shall record the environmental covenant in the same manner as a deed to the property with the Hamilton 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 Hamilton 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  
UST Section Supervisor  
Wallace State Office Building  
502 E 9<sup>th</sup> Street  
Des Moines, IA 50319

20. **Subordination and Consent.** By signing this environmental covenant, the signatories knowingly and intentionally 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:

Iowa Falls State Bank (Mortgage holder)

21. **Notice of Change in Ownership.** Grantors and holders with sufficient property interest to convey a possessory interest in the property and any subsequent transferee with sufficient interest shall reference and incorporate the terms of this agreement into any subsequent instrument which conveys a possessory interest in the property.

ACKNOWLEDGMENTS

GRANTORS

Bob Welch Signed this 5<sup>th</sup> day of June, 2017.  
Bob Welch

State of Iowa  
County of Hardin ss.

On this 5<sup>th</sup> day of June, 2017, before me, a Notary Public, personally appeared Bob Welch, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

[Signature]  
Notary Public for State of Iowa



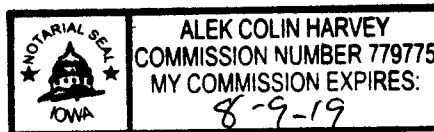
HOLDERS:

Welch Oil Inc Signed this 5 day of June, 2017.  
Welch Oil, Inc.

State of Iowa  
County of Hardin ss.

On this 5<sup>th</sup> day of June, 2017, before me, a Notary Public, personally appeared Welch Oil, Inc, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

[Signature]  
Notary Public for State of Iowa

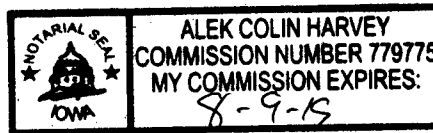


done And  
Douglas B. Truex Signed this 5<sup>th</sup> day of June, 2017.  
Iowa Falls State Bank Douglas B. Truex, President

State of Iowa  
County of Hardin ss.

On this 5<sup>th</sup> day of June, 2017, before me, a Notary Public, personally appeared Douglas B. Truex, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

[Signature]  
Notary Public for State of Iowa



AGENCY:

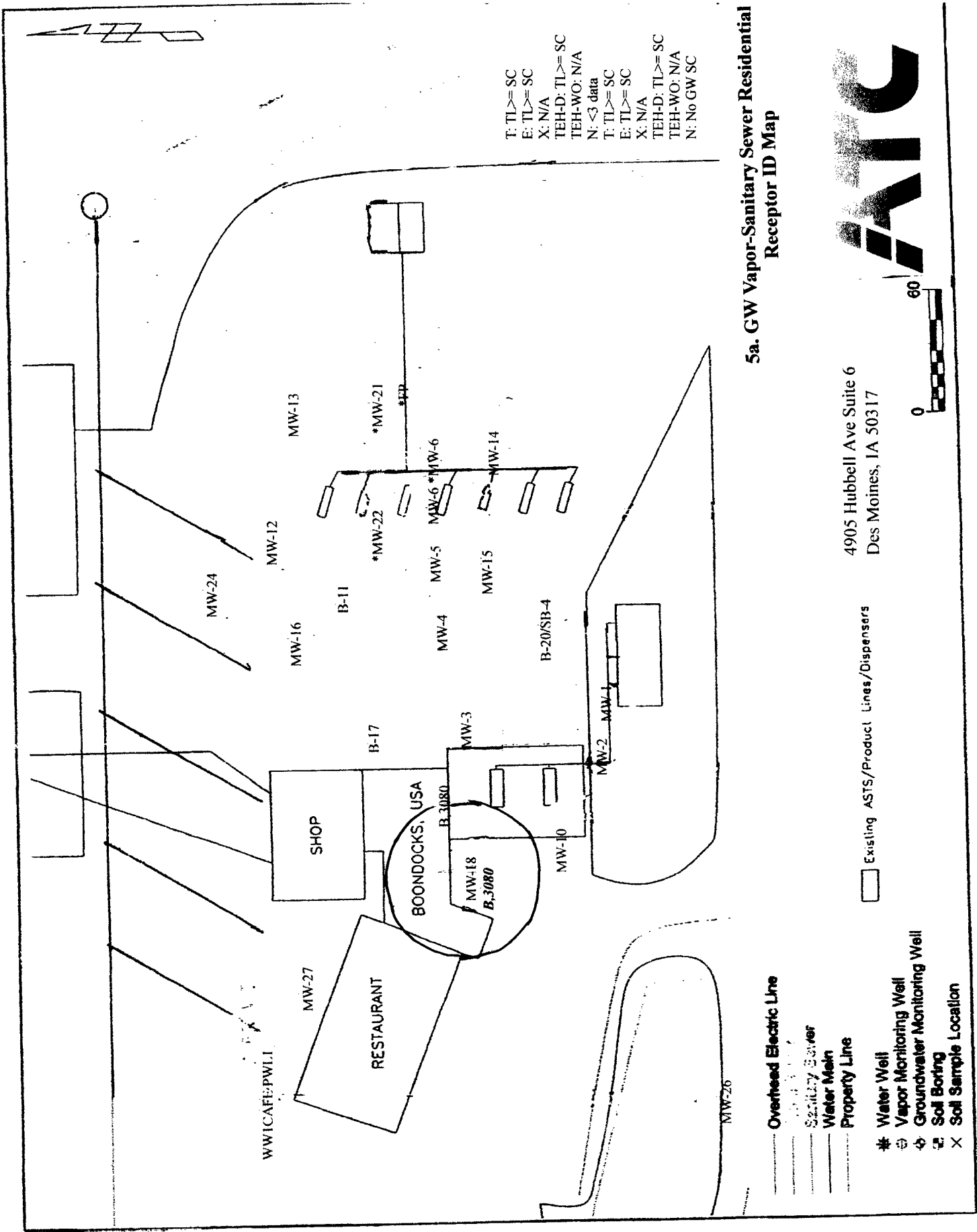
Chuck Gipp Signed this 22<sup>nd</sup> day of May, 2017.  
Chuck Gipp  
Director, Iowa Department of Natural Resources

State of Iowa  
County of Polk ss.

On this 22<sup>nd</sup> day of May, 2017, before me personally appeared Chuck Gipp, 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.

Karen Fynaardt  
Notary Public for State of Iowa





**5a. GW Vapor-Sanitary Sewer Residential Receptor ID Map**

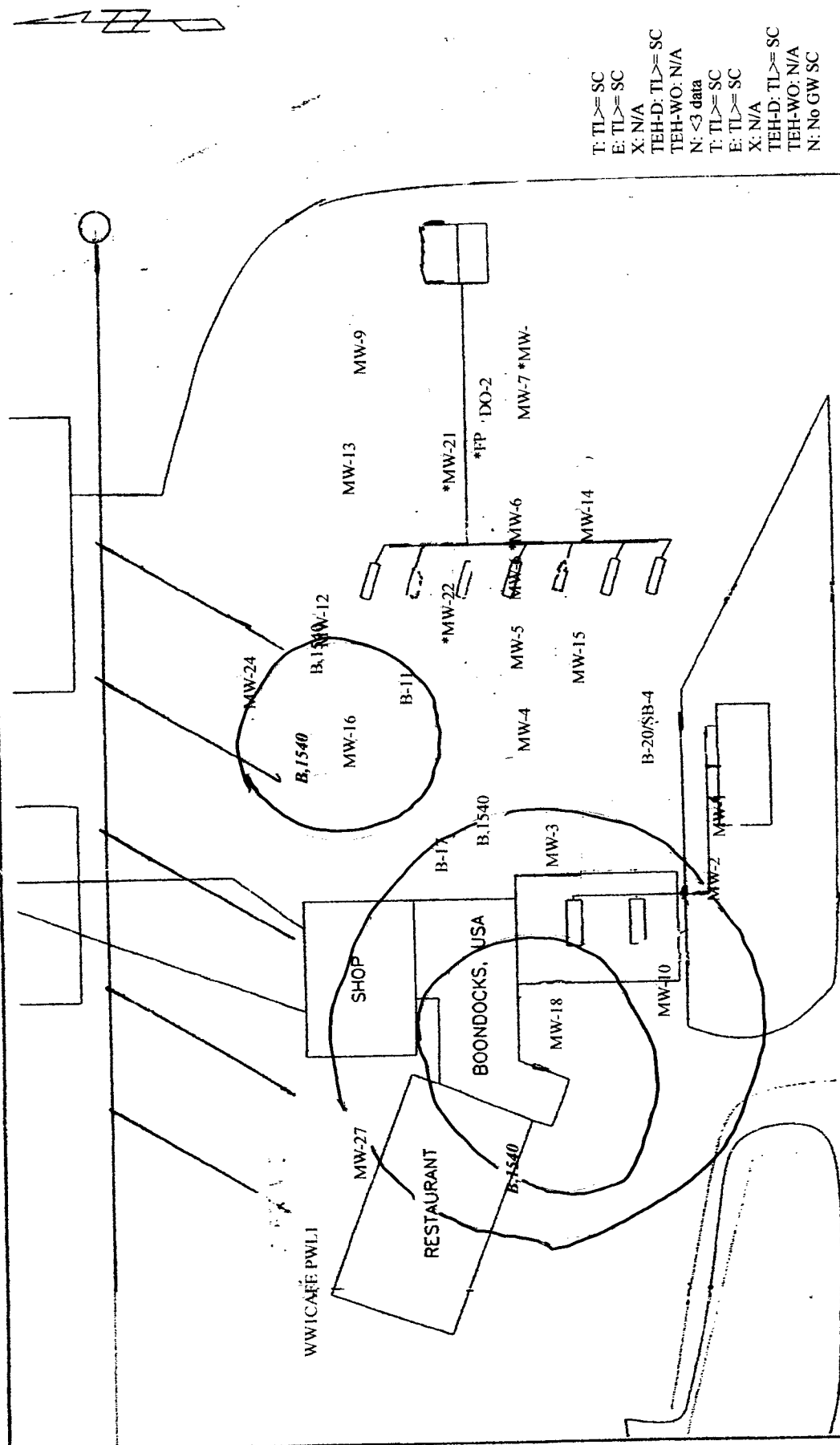


4905 Hubbell Ave Suite 6  
Des Moines, IA 50317



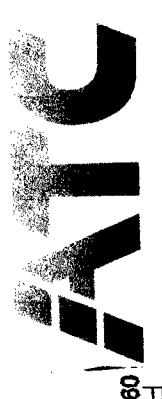
Existing ASTS/Product Lines/Dispensers

- # Water Well
- ⊕ Vapor Monitoring Well
- ⊕ Groundwater Monitoring Well
- ⊕ Soil Boring
- × Soil Sample Location



T: TL >= SC  
 E: TL >= SC  
 X: N/A  
 TEH-D: TL >= SC  
 TEH-WO: N/A  
 N: <3 data  
 T: TL >= SC  
 E: TL >= SC  
 X: N/A  
 TEH-D: TL >= SC  
 TEH-WO: N/A  
 N: No GW SC

**3a. GW Vapor-Confined Space Residential  
 Receptor ID Map**

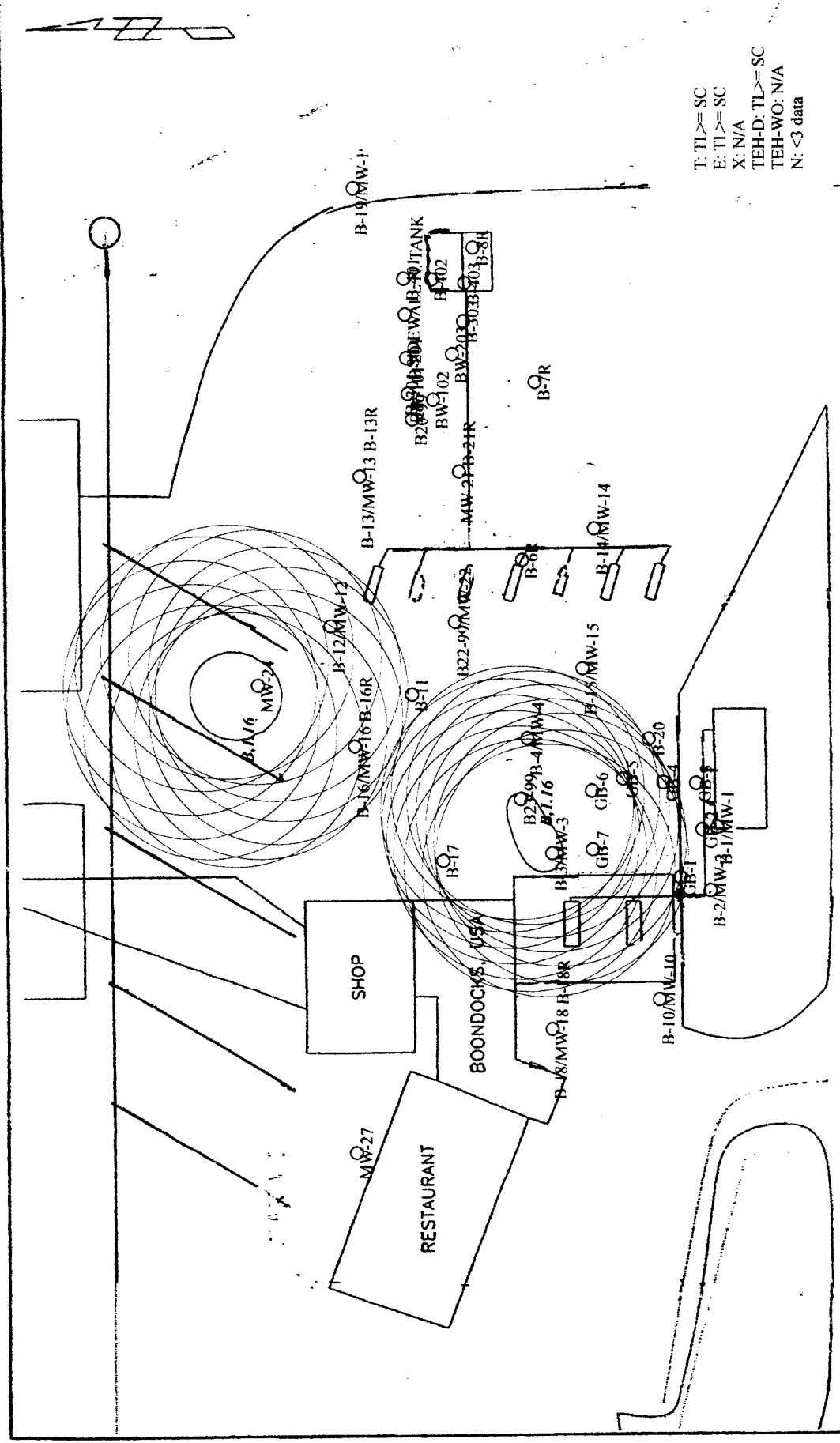


4905 Hubbell Ave Suite 6  
 Des Moines, IA 50317

Existing ASTS/Product Lines/Dispensers

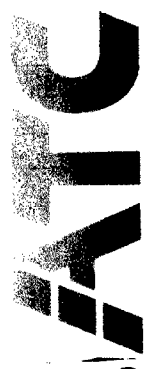
- Overhead Electric Line
- Sanitary Sewer
- Water Main
- Property Line
- # Water Well
- ⊕ Vapor Monitoring Well
- ⊕ Groundwater Monitoring Well
- ⊕ Soil Boring
- × Soil Sample Location





T: TL >= SC  
 E: TL >= SC  
 X: N/A  
 TEH-D: TL >= SC  
 TEH-WO: N/A  
 N: <3 data

**Soil Vapor Receptor Identification Plume: Confined Space Residential**



4905 Hubbell Ave Suite 6  
 Des Moines, IA 50317

Existing ASTS/Product Lines/Dispensers

- Overhead Electric Line
- Sanitary Sewer
- Water Main
- Property Line
- # Water Well
- ⊕ Vapor Monitoring Well
- ⊕ Groundwater Monitoring Well
- ⊕ Soil Boring
- X Soil Sample Location

**BARKER, McNEAL, WIESE & HOLT**

**ATTORNEYS AT LAW**

**615 RAILROAD AVENUE**

**P.O. BOX 634**

**IOWA FALLS, IOWA 50126**

**TELEPHONE (641) 648-4261**

**FAX (641) 648-4858**

**DON W. BARKER**  
**(1912-2013)**

**CLARK E. McNEAL**  
**RETIRED**

**LYNN J. WIESE**  
**(1951-2016)**

**MICHAEL D. HOLT**

**mholt@bmwh.net**

**TAYLOR NEDERHOFF**

**tnederhoff@bmwh.net**

March 30, 2017

Mr. Bob Welch  
2419 Hackberry Dr.  
Iowa Falls, IA 50126

ATC Group Services, LLC  
Attn: Gaylen Hiesterman  
328 LaPorte Rd.  
Waterloo, IA 50702

Dear Mr. Welch and ATC Group Services, LLC:

At your request, we have examined an abstract of title to the following described real estate:

Conveys commencing at the South 1/4 corner of Section 33; thence North 736.0 feet along the West line of the SE<sup>1</sup>/<sub>4</sub> of said Section 33; thence South 22°56' East 185.35 feet along the Easterly right of way line of Ramp "D" Interstate Route No. 35 to the point of beginning; thence South 89°46' East 500.0 feet; thence North 180.0 feet; thence South 89°46' East 171.3 feet; thence South 21°55½' East 616.3 feet; thence South 10°34' East 111.8 feet; thence North 89°46' West 628.1 feet along the North right of way line of Primary Road No. U.S. 20; thence North 48°16' West 175.4 feet along the Easterly right of way line of said Ramp "D"; thence North 22°56' West 418.05 feet along the Easterly right of way line of said Ramp "D" to the point of beginning, containing 9.21 acres, more or less.

The above described parcel of land is located in the SW<sup>1</sup>/<sub>4</sub> of the SE<sup>1</sup>/<sub>4</sub> of Section 33, Township 89 North, Range 23 West of the 5<sup>th</sup> P.M., Hamilton County, Iowa

This abstract is last certified to the 14<sup>th</sup> day of March, 2017 at 8:00 o'clock a.m. by Security Title & Abstract, Inc. of Webster City, Iowa.

**TITLE:**

Based upon our examination, in our opinion the abstract shows marketable title to be in "Welch Oil, Inc." in a document dated February 1, 1994 and recorded February 11, 1994 as 1994 Comb. 764, as shown at entry 122 of the abstract subject to the following:

**EXCEPTIONS:**

1. Real Estate Taxes. The abstract discloses that the first half of real estate taxes for fiscal year

Mr. Bob Welch  
ATC Group Services, LLC  
Page -2-  
March 30, 2017

2015-2106 are shown as paid. The real estate taxes for the second half of fiscal year 2015-2016 are shown as unpaid.

2. Easements. Abstract entry 114 discloses that the property under examination is subject to an Oil and Natural Gas Lease in a document recorded March 18, 1983 as Book 3, Page 235. The predecessors in interest to the property under examination, to-wit: J. L. Ptacek and Florence Ptacek, husband and wife conveyed to Kewa Exploration, Inc., an Oil and Natural Gas Lease. Abstract entry 115 discloses that a one-half interest in this Oil and Natural Gas Lease was conveyed by Kewa Exploration, Inc. to Texaco, Inc. in a document recorded July 9, 1984 as Book 3, Page 494. Abstract entry 117 discloses that Texaco released all right, title and interest in this Oil and Natural Gas Lease in a document recorded June 22, 1987 as Book 4, Page 264. Abstract entry 116 discloses that Kewa Exploration, Inc. conveyed to American National Royalty Reserves an undivided 23,000/68,854 of 1/4 interest in this Oil and Natural Gas Lease. Therefore, it appears that Kewa Exploration, Inc. and American National Royalty Reserves have an interest in the Oil and Natural Gas Lease on the property.

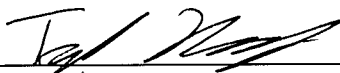
3. Mortgages, Liens. Abstract entry 107 discloses a mortgage from Welch Oil, Inc. to Weaver Construction Company in a document dated September 28, 1973 and recorded October 22, 1973 as 146 L.M. 100. This mortgage is more than 20 years old and as such is not an encumbrance as to title.

Abstract entry 123 discloses a mortgage from Welch Oil, Inc. to Iowa Falls State Bank in a document dated October 22, 2010 and filed October 25, 2010 as Document No. 2010 2467. This mortgage secures credit in the amount of \$1,000,000.00 with no definitive due date. This mortgage is unreleased and as such constitutes a first and valid lien upon the property under examination.

This report is given solely for purposes of securing an environmental covenant on the above described property and is not intended to be used for sale or transfer. No liability for errors or omissions will accrue to the benefit of any other person, firm or corporation. This report is not a guaranty of title, or a statement as to the legality of sufficiency of any instrument or proceeding inspecting the chain of title to the above real estate.

Sincerely,

BARKER, McNEAL, WIESE & HOLT

BY:   
Taylor Nederhoff  
Title Guaranty No. 10569

TN:ms

THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101

ISBA# 03586

FOR THE LEGAL EFFECT OF THE USE OF  
THIS FORM, CONSULT YOUR LAWYER

Return to: Barber et al  
401 634  
Walters St 50126

BOOK 1994 PAGE 000764

940392

INST. NO.  
HAMILTON COUNTY IOWA  
FILED FOR RECORD  
KAREN KANTAK, RECORDER

REAL ESTATE TRANSFER  
TAX PAID 46

8:10 FEB 11 1994 A.M.

\$ 28.00

RECORDING FEE \$ 5.00  
AUDITOR'S TRANSFER FEE \$ 5.00  
RESTORATION FEE \$ 1.00

START #  
KKL  
2-11-94 40  
DATE COUNTY

SPACE ABOVE THIS LINE  
FOR RECORDER



### WARRANTY DEED

For the consideration of One (\$1.00)  
Dollar(s) and other valuable consideration,  
Joseph L. Ptacek and Florence Ptacek,  
husband and wife,

do hereby Convey to  
Welch Oil, Inc.

the following described real estate in Hamilton County, Iowa:

Commencing at the South Quarter corner of Section Thirty-three (33);  
thence North 736.0 feet along the West line of the Southeast Quarter  
of said Section Thirty-three; thence South 22°56' East 185.35 feet  
along the Easterly right of way line of Ramp "D", Interstate Route No.  
35 to the point of beginning; thence South 89°46' East 500.0 feet;  
thence North 180.0 feet; thence South 89°46' East 171.3 feet; thence  
South 21°55½' East 616.3 feet; thence South 10°34' East 111.8 feet;  
thence North 89°46' West 628.1 feet along the North right of way line  
of Primary Road No. U.S. 20; thence North 48°16' West 175.4 feet along  
the Easterly right of way line of said Ramp "D"; thence North 22°56'  
West 418.05 feet along the Easterly right of way line of said Ramp "D"  
to the point of beginning, containing 9.21 acres, more or less.

The above described parcel of land is located in the Southwest 1/4  
of the Southeast 1/4 of Section 33, Township 89 North, Range 23  
West of the 5th P.M., Hamilton County, Iowa

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. 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.

STATE OF IOWA

Dated: February 1, 1994

ss:

Hamilton COUNTY,

On this 1st day of February,  
199 4, before me, the undersigned, a Notary  
Public in and for said State, personally appeared  
Joseph L. Ptacek and Florence  
Ptacek, husband and wife,

Joseph L. Ptacek  
Joseph L. Ptacek (Grantor)

Florence Ptacek  
Florence Ptacek (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.

(Grantor)

Cindy Farley  
Notary Public

(Grantor)

(This form is for acknowledgment of individual grantor(s) only)



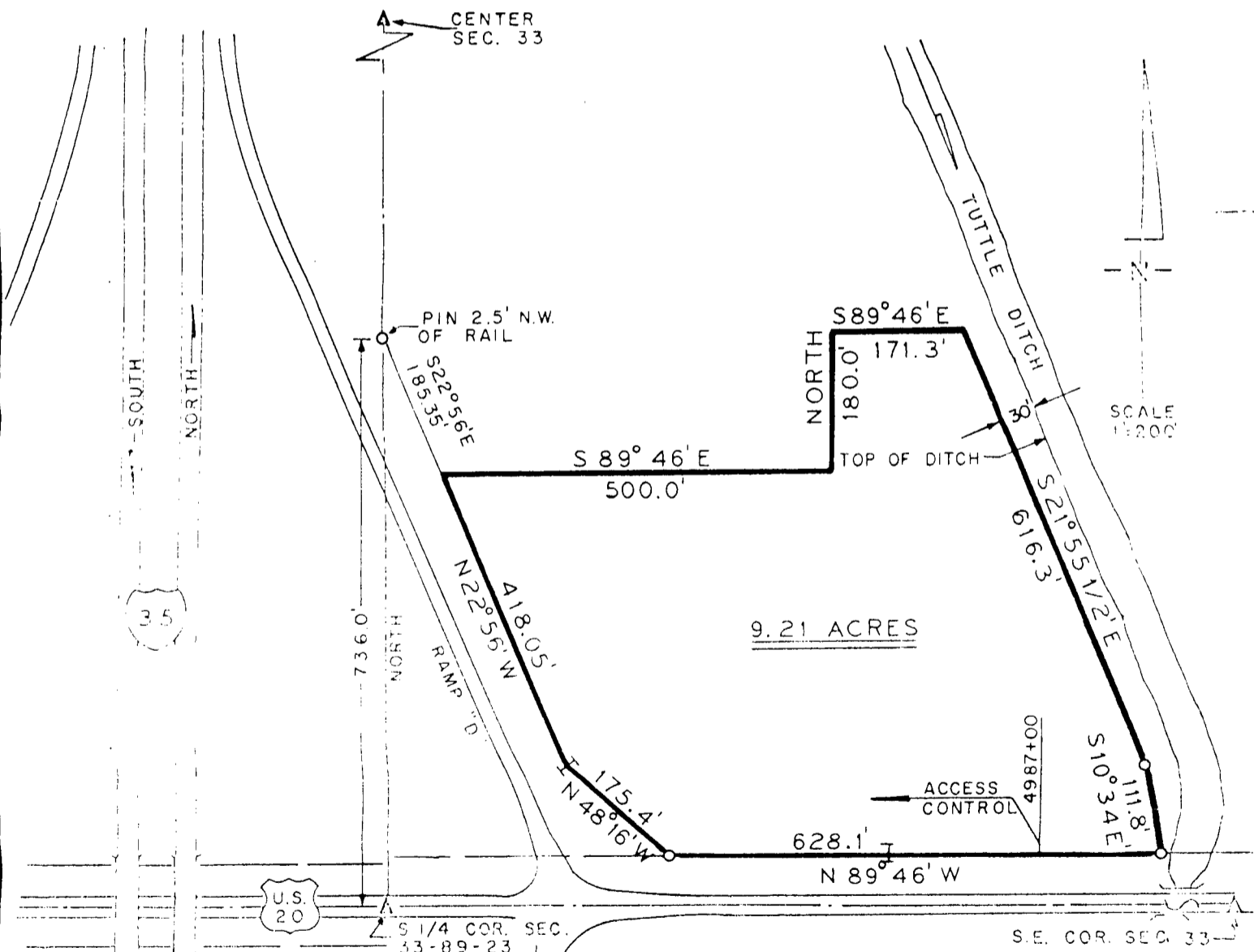
Book 1994 Page 764

PLAT OF SURVEY OF

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 89 NORTH, RANGE 23 WEST OF THE 5TH P. M., HAMILTON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 33; THENCE NORTH 736 FT. ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 22°56' EAST 185.35 FT. ALONG THE EASTERLY RIGHT OF WAY LINE OF RAMP "D" INTERSTATE ROUTE No. 35 TO THE POINT OF BEGINNING; THENCE SOUTH 89°46' EAST 500.0 FT.; THENCE NORTH 180.0 FT.; THENCE SOUTH 89°46' EAST 171.3 FT.; THENCE SOUTH 21°55 1/2' EAST 616.3 FT.; THENCE SOUTH 10°34' EAST 111.8 FT.; THENCE NORTH 89°46' WEST 628.1 FT. ALONG THE NORTH RIGHT OF WAY LINE OF PRIMARY ROAD No. U. S. 20; THENCE NORTH 48°16' WEST 175.4 FT. ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAMP "D"; THENCE NORTH 22°56' WEST 418.05 FT. ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAMP "D" TO THE POINT OF BEGINNING, CONTAINING 9.21 ACRES MORE OR LESS.

NOTE: THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 33-89-23 IS ASSUMED TO BEAR DUE NORTH AND SOUTH. THE ABOVE PARCEL BEING SUBJECT TO EASEMENTS OF RECORD AND TO ACCESS CONTROL.



I HEREBY CERTIFY THAT A SURVEY HAS BEEN COMPLETED ON THE DESCRIBED PROPERTY AND THE ABOVE PLAT TRULY REPRESENTS SAID SURVEY.

CORNERS FOUND: SEC. COR. ▲ IRON PIN ●  
 CORNERS SET: IRON PIN ○

DATED: July 29, 1971

*Williams H. Heileman*  
 LAND SURVEYOR

**McCLURE ENGINEERING CO.**  
 CONSULTING ENGINEERS  
 FORT DODGE, IOWA

