

RECEIVED MAY 01 2008

**HEINY, McMANIGAL, DUFFY,
STAMBAUGH & ANDERSON, P.L.C.**

**CON 12-15
Doc #19473**

JAMES R. HEINY
JOHN L. DUFFY
GERALD M. STAMBAUGH
J. MATHEW ANDERSON
JACQUELINE R. CONWAY
MICHAEL S. VERVAECKE
JACQUELYN K. ARTHUR

ATTORNEYS AT LAW
11 FOURTH STREET N.E.
P.O. BOX 1567
MASON CITY, IOWA 50402-1567
TELEPHONE (641) 423-5154
FAX (641) 423-5310
E-MAIL jduffy@heinymcmanigal.com

GILBERT K. BOVARD
OF COUNSEL

CHARLES W. McMANIGAL
RICHARD R. WINGA
RETIRED

MORRIS E. LAIRD
1908-2002
DON W. BURINGTON
1909-1998

SARAH J. THOMSEN
DAVID C. LAUDNER

April 30, 2008

David L. Wornson
Iowa Department of Natural Resources
Wallace State Office Building
Des Moines, IA 50319

Stephen J. Gannon
SJJG, L.C.
894 365th Street
Manly, IA 50456-8019

John Udelhofen, Vice President
First Citizens National Bank
2601 4th Street SW
P.O. Box 1708
Mason City, IA 50402-1708

Dennis Sensenbrenner
Terracon
600 SW 7th Street, Suite M
Des Moines, IA 50309

Greg Fuhrmann
Land Recycling Program
Contaminated Sites Section
Iowa Department of Natural Resources
Wallace State Office Building
Des Moines, IA 50319-0034

Re: Environmental Covenant
520 9th Avenue North
Clear Lake, Iowa (former Tom Thumb Facility)


Dear Everyone:

I enclose for each of you a copy of the recorded Environmental Covenant pertaining to 520 9th Avenue North, Clear Lake, Iowa (the former Tom Thumb facility).

As you can see, the Environmental Covenant was recorded April 28, 2008, as Document #2008-2934 in the office of the Cerro Gordo County Recorder.

I believe that the enclosed will be sufficient for Dennis Sensenbrenner to deliver Terracon's final report to Greg Fuhrmann and for Greg Fuhrmann to finalize and send to me the Certificate of No Further Action Required.

Sincerely,

A handwritten signature in black ink, appearing to be 'JD', written over the word 'Sincerely,'.

John L. Duffy

Doc. #: 2008-2934
Type: ICOV Pages: 16
Date: 04/28/2008 Time: 11:17 AM
R: \$80.00 - Tf: \$0.00 - M: \$1.00 - Tc: \$1 - N: \$0
Pymt: Check

Aud

Colleen Pearce, Cerro Gordo County Recorder

82 *ack* Preparer: John L. Duffy, 11 Fourth Street N.E., P.O. Box 1567, Mason City, IA 50402-1567, 641/423-5154
Return document to: John L. Duffy, 11 Fourth Street N.E., P.O. Box 1567, Mason City, IA 50402-1567

ENVIRONMENTAL COVENANT

This Environmental Covenant is established pursuant to Iowa Code chapter 455I entitled Uniform Environmental Covenant Act .

SJJG, L.C., hereafter "Grantor", First Citizens National Bank and Twin States, Inc., hereafter "Holders" and Iowa Department of Natural Resources, hereafter "Department", in its capacity as an "Agency" 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 and the authorities granted the Department in Iowa Code sections 455B.103(7), 455H.206, 455I and Department rules in chapter 567 Iowa Administrative Code (I.A.C.) 137.

1. **Affected Property.** Grantor is the fee title owner of Property legally described on Exhibit "A" attached hereto and made a part hereof and with a local street address of 520 9th Avenue North, Clear Lake, Iowa, 50428, (hereafter 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 §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 Dennis Sensenbrenner, Senior Project Manager, Terracon Consultants, Inc., 600 Southwest 7th Street, Suite M, Des Moines, Iowa, 50309. 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.

IET, Inc. completed a water quality audit for the Property and reported the results in ***Results of Soil and Water Quality Audit at the Tom Thumb, Inc. Property*** dated October 1, 2001. The audit identified elevated chemicals of concern including nitrates and nitrites as nitrogen, Alachlor, Atrazene, and Metolachlor which exceeded an Iowa Statewide Standard for a protected groundwater source. Terracon Consultants, Inc., ("Terracon") provided a letter report dated June 24, 2002, summarizing environmental sampling activities from one permanent monitoring well, four temporary wells, and three soil borings from which soil and groundwater samples were collected. The report found that groundwater appeared to be a non-protected groundwater source; that

groundwater concentrations of dissolved nitrates and nitrites as nitrogen exceeded a Statewide Action Level for a protected and non-protected groundwater aquifer; and that slightly elevated concentrations of Alachlor, Atrazene, and Metolachlor were detected in groundwater in onsite temporary wells in June 2001, but that those concentrations did not exceed a Statewide Action Level for a non-protected groundwater aquifer. Terracon performed additional subsurface investigations documented in report dated April 5, 2005, which included the installation of four additional monitoring wells on the Property to sample soil and groundwater. The report stated that groundwater concentrations of dissolved nitrate as nitrogen exceeded Iowa Department of Natural Resources ("IDNR") target levels in MW-2, MW-5, and TMW-3; that soil samples collected from the monitoring wells did not exhibit concentrations of nitrate or nitrite as nitrogen above IDNR target levels for a non-protected groundwater source; and that groundwater flow appeared to be south with westerly trends. After reviewing Terracon's first quarter 2006 report, IDNR requested additional testing to the north to better define the dissolved nitrate/nitrite plumes. Terracon installed an additional monitoring well and sampled five existing monitoring wells on the Property on February 21, 2006. On September 21, 2006, Terracon installed an additional monitoring well to the north of the source area to better define the dissolved nitrate/nitrite plumes. On September 27, 2006, Terracon sampled seven monitoring wells. A third quarter 2006 Monitoring Report dated October 31, 2006, concluded that groundwater flow as well as migration of chemicals of concern in the shallow water table

system appeared to be southerly from the site. By letter dated November 17, 2006, Greg Fuhrmann, Land Recycling Program Coordinator, Contaminated Site Section, Iowa Department of Natural Resources, stated that, "Site assessment activities are concluded" and after approval of the Final Report, a No Further Action Certificate would be issued. The letter also indicated that, "Any institutional and/or technical control for the Property is recorded with the Deed as an environmental covenant." Terracon prepared a Risk Evaluation/Response Action Report dated February 27, 2007, which was approved by letter dated March 26, 2007, from Greg Fuhrmann, Land Recycling Program Coordinator, Contaminated Sites Section, Iowa Department of Natural Resources. The letter restated that, "The next scheduled document submittal is the Final Report, completed after the environmental covenant restricting potable water wells has been recorded with the deed."

3. **Institutional Controls**. Iowa Code §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. 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 and Holders.** The following are grantors as defined in Iowa Code section 455I.2(6), holders as defined in Iowa Code section 455I.2(7), agencies as defined in Iowa Code section 455I.2(2), and other signatories as provided in Iowa Code section 455I.3(3).

GRANTOR: SJJG, L.C.

**HOLDERS: First Citizens National Bank,
Mason City, Iowa Mortgagee**

Twin States, Inc. Tenant

AGENCY: Iowa Department of Natural Resources

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

(a) that the Grantor is the sole fee title owner of the Property;

(b) that the Grantor holds sufficient 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 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 by signature on this covenant.

7. **Running with the Land.** This environmental covenant is perpetual and runs with the land as provided in Iowa Code Chapter 455I until modified or terminated as provided in paragraph 12. The terms of this environmental covenant are binding on the Grantor 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.** The Property is subject to the following activity and use limitations:

THE INSTALLATION OF A DRINKING WATER OR FOOD PROCESS WATER WELL ON THE PROPERTY IS PROHIBITED.

9. **Notice of Non-Compliance.** Any signatory to this Agreement shall notify the Department as soon as possible of conditions that would constitute a breach of the activity and use limitation in paragraph 8.

10. **Access to Property.** Reasonable access to the Property is granted to the Department or any authorized representative of the Department, public or private. Access shall be granted to any private parties or their contractors which may be required by law or authorized by the Department, to conduct aboveground or subsurface investigation of the Property. Access is also granted to Terracon Consultants, Inc., 600 Southwest 7th Street, Suite M, Des Moines, Iowa, 50309. These activities may include but are not limited to repair and maintenance of remedial action equipment, soil caps, groundwater monitoring wells and associated aboveground or subsurface structures, and fencing and other technological controls. To determine site conditions and compliance with the terms of this covenant, access may include groundwater sampling and monitoring, additional drilling and construction of soil

borings and/or groundwater monitoring wells and other activities authorized or otherwise directed by the Department. 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.

11. **Groundwater Hazard Statement**. Iowa Code §558.69 requires submission of a groundwater hazard statement and notice if “hazardous waste” exists on the Property as defined in Iowa Code subsections 455B.411(3), 455B.412(2) or §455B.464. 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 §558.69 shall make reference to this environmental covenant in substantially the following form:

THE INTEREST CONVEYED IS SUBJECT TO AN ENVIRONMENTAL COVENANT DATED APRIL 2008, AND RECORDED AS DOCUMENT # 2008-2934 IN THE OFFICE OF THE CERRO GORDO COUNTY RECORDER ON APRIL 28, 2008. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATION: THE INSTALLATION OF A DRINKING WATER OR FOOD PROCESS WATER WELL ON THE PROPERTY IS PROHIBITED.

12. **Modification and Termination**. Modification or termination of the terms of this covenant shall comply with the standards in Iowa Code §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 §455I.10(c) in accordance

with and subject to the provisions of Iowa Code §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 as provided by Iowa Code §455I.9 and such additional terms as specified in this covenant.

13. **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 §455I.11.

14. **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.

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

16. **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 Cerro Gordo County Recorder's office.

17. **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 Cerro Gordo County Recorder.

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

**Land Recycling Program Coordinator
Contaminated Sites Section
Iowa Department of Natural Resources
Wallace State Office Building
Des Moines, IA 50319**

19. **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.

20. **Counterpart Signature Pages.** This environmental covenant is executed on separate counterpart signature pages by the parties. The remainder of this page is intentionally left blank.

COUNTERPART SIGNATURE PAGE TO ENVIRONMENTAL COVENANT

Dated this 9 day of April, 2008.

SJJG, L.C.

By: [Signature] Stephen J. Gannon, Manager

"GRANTOR"

STATE OF IOWA) (ss: COUNTY OF CERRO GORDO)

This instrument was acknowledged before me on the 9th day of April, 2008, by Stephen J. Gannon, as Manager of SJJG, L.C., on behalf of whom the instrument was executed.



[Signature] Notary Public in and for the State of Iowa

COUNTERPART SIGNATURE PAGE TO ENVIRONMENTAL COVENANT

Dated this 15 day of April, 2008.

IOWA DEPARTMENT OF NATURAL RESOURCES

By [Signature] Richard A. Leopold, Director

"DEPARTMENT"

STATE OF IOWA) (ss: COUNTY OF CERRO GORDO)

On this 15th day of April, 2008, 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 acknowledged that this person executed the same as his voluntary act and deed.

[Signature] Notary Public in and for the State of Iowa



COUNTERPART SIGNATURE PAGE TO ENVIRONMENTAL COVENANT

Dated this 11th day of April, 2008.

TWIN STATES, INC.

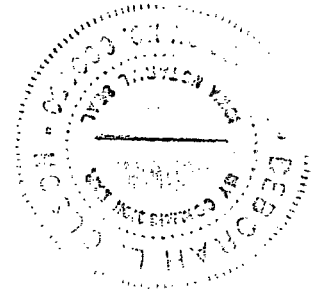
By [Signature]
W. Scott Tinsman, Jr.

"TENANT"

STATE OF IOWA)
(ss:
COUNTY OF CERRO GORDO)

This instrument was acknowledged before me on the 11th day of April, 2008, by W. Scott Tinsman, Jr., as Vice President of Twin States, Inc., on behalf of whom the instrument was executed.

[Signature]
Notary Public in and for the
State of Iowa



COUNTERPART SIGNATURE PAGE TO ENVIRONMENTAL COVENANT

Dated this 10th day of April, 2008.

FIRST CITIZENS NATIONAL BANK

By [Signature] John E. Udelhofen, Vice President

'MORTGAGEE'

STATE OF IOWA) (ss: COUNTY OF CERRO GORDO)

This instrument was acknowledged before me on the 10th day of April, 2008, by John E. Udelhofen as Vice President of First Citizens National Bank, Mason City, Iowa, on behalf of whom the instrument was executed.



[Signature] Notary Public in and for the State of Iowa

EXHIBIT "A"

THE SOUTH HALF (S ½) OF LOTS ONE (1) AND TWO (2) IN BLOCK TEN (10) IN RAILROAD ADDITION TO CLEAR LAKE, IOWA.

AND

THE NORTH HALF (N ½) OF LOTS ONE (1) AND TWO (2) IN BLOCK TEN (10) IN RAILROAD ADDITION TO CLEAR LAKE, IOWA.

AND

LOTS THREE (3) AND FOUR (4) IN BLOCK TEN (10) IN RAILROAD ADDITION TO CLEAR LAKE, IOWA; AND LOTS ONE (1) AND TWO (2) IN BLOCK NINE (9) IN RAILROAD ADDITION TO CLEAR LAKE, IOWA, EXCEPT COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH 189 FEET ON THE EAST LINE OF SAID LOT 1, THENCE WEST 132 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2 WHICH IS 189.25 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 9, THENCE SOUTH 189.25 FEET ALONG THE WEST LINE OF SAID LOT 2, THENCE EAST ON THE SOUTH LINE OF SAID BLOCK 9 A DISTANCE OF 132 FEET TO BEGINNING, AND

A PORTION OF THE DEPOT GROUNDS IN RAILROAD ADDITION TO CLEAR LAKE, IOWA, DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF EIGHTH AVENUE NORTH AND THE NORTHEASTERLY LINE OF NORTH FIFTH STREET IN CLEAR LAKE, IOWA; THENCE NORTH 38° 18' WEST 34.59 FEET ALONG THE NORTHEASTERLY LINE OF NORTH FIFTH STREET; THENCE NORTH 149.09 FEET; THENCE NORTH 46°36' EAST 50.0 FEET; THENCE NORTH 79°12' EAST 209.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 10°48' WEST 54.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF A SPUR TRACK ON CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE NORTHEASTERLY 219.97 FEET ALONG SAID RIGHT-OF-WAY LINE, TO A POINT LYING ON THE LONG CHORD, 129.91 FEET NORTH 81°14'49" EAST OF PRECEDING POINT, BEING 9.5 FEET PERPENDICULARLY SOUTH OF AND PARALLEL TO SAID SPUR TRACK; THENCE SOUTH 0° 25'30" WEST 50.42 FEET; THENCE SOUTH 79°12' WEST 120.0 FEET TO THE POINT OF BEGINNING; AND

BEGINNING AT A POINT 56 FEET NORTH OF THE NORTHEAST CORNER OF BLOCK TEN (10) RAILROAD ADDITION TO THE CITY OF CLEAR LAKE, IOWA, RUNNING THENCE WEST 297 FEET PARALLEL WITH AND 56 FEET DISTANT FROM THE NORTH LINE OF SAID BLOCK TEN (10) TO THE CENTER LINE OF FIFTH PLACE NORTH PRODUCED; THENCE NORTH ALONG THE SAID CENTER LINE OF FIFTH PLACE NORTH TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILWAY; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO THE WEST LINE OF NORTH SIXTH STREET; THENCE SOUTH ALONG SAID WEST LINE OF NORTH

SIXTH STREET 46.31 FEET TO PLACE OF BEGINNING, PART OF WHICH REAL ESTATE ALSO FORMS A PART OF 9TH AVENUE NORTH IN THE CITY OF CLEAR LAKE, IOWA, AND

PARCEL A: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 96 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF CLEAR LAKE, CERRO GORDO COUNTY, IOWA, NOW PRESENTLY BEING USED AS 9TH AVENUE NORTH IN RAILROAD ADDITION TO CLEAR LAKE, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 10 IN SAID RAILROAD ADDITION; THENCE N 90°00'00" W, 132.40 FEET ALONG THE NORTH LINE OF SAID BLOCK TEN TO THE NORTHWEST CORNER OF LOT 2 IN SAID BLOCK TEN; THENCE N 00°12'43" E 28.00 FEET ALONG THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 2 TO A POINT 28.00 FEET NORTHERLY, MEASURED AT A RIGHT ANGLE, FROM SAID NORTH LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N 00°12'43" E, 28.00 FEET ALONG SAID NORTHERLY EXTENSION TO A POINT 56.00 FEET NORTHERLY, MEASURED AT A RIGHT ANGLE, FROM SAID NORTH LINE; THENCE S 90°00'00" E, 132.49 FEET ALONG A LINE PARALLEL WITH SAID NORTH LINE TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NORTH 6TH STREET IN SAID RAILROAD ADDITION; THENCE S 00°18'15" W, 28.00 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT 28.00 FEET NORTHERLY, MEASURED AT A RIGHT ANGLE, FROM SAID NORTH LINE; THENCE 90°00'00" W, 132.45 FEET ALONG A LINE PARALLEL WITH SAID NORTH LINE TO THE POINT OF BEGINNING CONTAINING 3709 SQUARE FEET, AND

PARCEL B: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 96 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF CLEAR LAKE, CERRO GORDO COUNTY, IOWA, NOW PRESENTLY BEING USED AS 9TH AVENUE NORTH IN RAILROAD ADDITION TO CLEAR LAKE, IOWA, COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK TEN IN SAID RAILROAD ADDITION; THENCE N 90°00'00" W, 132.40 FEET ALONG THE NORTH LINE OF SAID BLOCK TEN TO THE NORTHWEST CORNER OF LOT 2 IN SAID BLOCK TEN, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING 90°00'00" W, 173.82 FEET ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED WESTERLY 33.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE, FROM THE WESTERLY RIGHT OF WAY LINE OF 5TH PLACE NORTH IN SAID RAILROAD ADDITION; THENCE N 00°36'51" W, 56.00 FEET ALONG A LINE PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE TO A POINT 56.00 FEET NORTHERLY, MEASURED AT A RIGHT ANGLE, FROM SAID NORTH LINE AND SAID NORTH LINE EXTENDED WESTERLY; THENCE S 90°00'00" E, 174.63 FEET ALONG A LINE PARALLEL WITH SAID NORTH LINE TO A POINT ON THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 2; THENCE S 00°12'43" W, 56.00 FEET ALONG SAID NORTHERLY EXTENSION TO THE POINT OF BEGINNING, CONTAINING 9756 SQUARE FEET, AND

PARCEL C: THAT PART OF 5TH PLACE NORTH IN RAILROAD ADDITION TO CLEAR LAKE, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 4, BLOCK TEN IN SAID RAILROAD ADDITION; SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID 5TH PLACE NORTH; THENCE N 90°00'00" W, 41.82 FEET ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK TEN TO A

POINT 33.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE, FROM THE WESTERLY RIGHT OF WAY LINE OF SAID 5TH PLACE NORTH; THENCE N 00°36'51" W, 6.95 FEET ALONG A LINE PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF TRACT 2, DESCRIBED IN SURVEY PLAT OF RECORD FILED SEPTEMBER 9, 1977 IN BOOK 110, PAGE 165 CERRO GORDO COUNTY RECORDER'S OFFICE; THENCE S 79°35'19" W (RECORDED AS S 79° 12' W), 33.49 FEET ALONG THE SOUTHERLY LINE OF SAID TRACT 2 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID 5TH PLACE NORTH; THENCE S 00°37'04" E, 65.42 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT 10.00 FEET NORTHERLY, AS MEASURED ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT 10.00 FEET NORTHERLY, AS MEASURED ALONG SAID WESTERLY RIGHT OF WAY LINE, FROM THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN WARRANTY DEED FILED JUNE 10, 1975 IN BOOK 158, PAGE 365, CERRO GORDO COUNTY RECORDER'S OFFICE; THENCE S 89°48'54" E, 74.05 FEET ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID PARCEL OF LAND TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE N 00°04'05" E, 64.76 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 4941 SQUARE FEET, AND

PARCEL D: THAT PORTION OF 9TH AVENUE NORTH IN THE CITY OF CLEAR LAKE, IOWA; DESIGNATED AS PARCEL D IN THE SURVEY FILED IN THE OFFICE OF THE CERRO GORDO COUNTY RECORDER ON APRIL 16, 1998, IN VOLUME 98 AT PAGE 3406, MORE SPECIFICALLY DESCRIBED AS: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 96 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF CLEAR LAKE, CERRO GORDO COUNTY, IOWA NOW PRESENTLY BEING USED AS 9TH AVENUE NORTH IN RAILROAD ADDITION TO CLEAR LAKE, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK TEN IN SAID RAILROAD ADDITION; THENCE N 90°00'00"W, 132.40 FEET ALONG THE NORTH LINE OF SAID BLOCK TEN TO THE NORTHWEST CORNER OF LOT 2 IN SAID BLOCK 10; THENCE N 00°12'43" E, 28.00 FEET ALONG THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 2 TO A POINT 28.00 FEET NORTH, MEASURED AT A RIGHT ANGLE, FROM SAID NORTH LINE; THENCE S 90°00'00" E, 132.45 FEET ALONG A LINE PARALLEL WITH SAID NORTH LINE TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NORTH 6TH STREET IN SAID CITY OF CLEAR LAKE, IOWA; THENCE S 00°18'15"W, 28.00 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 3708 SQUARE FEET.