

**IOWA CONTAMINATED SITE
ENVIRONMENTAL COVENANT**

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

The City of Perry, hereafter "grantor(s)", and the Iowa Department of Natural Resources (Department) in its capacity as an agency of Iowa state government enter into this environmental covenant for the purpose of subjecting the affected property described below to certain activity and use limitations in accordance with the terms and conditions as specified and the authorities granted the Department in IC chapter 455I, § 455B.103(7), and Department rules in chapter 567 Iowa Administrative Code (IAC) 133.

1. **Affected Property.** The grantor(s) is/are the fee title owner(s) of the property located at 904 Willis Avenue, Perry, IA 50220. The property is legally described as: *The South Eighty-five (85) feet of Lots Five (5) and Six (6), in Block Thirty-five (35), in the original town, now City of Perry, Dallas County, Iowa.*

Hereinafter, the affected property will be referred to as “the property.”

2. **Risk Management and Institutional Controls.** *MidAmerican Energy Company* has performed a soil and groundwater investigation and risk assessment in accordance with 567 IAC 133. The site assessment identified contaminated conditions on the property which may present an unreasonable risk to public health and the environment if certain activities occur on the property. As such, the Director of the Department, pursuant to his authority under IC § 455B.103(7), has determined that an environmental covenant is necessary to manage the risk of future exposure to the contamination by limiting specified activities at this property and establishing certain affirmative obligations.

3. **Reopening.** The signatories acknowledge that in the event that the activity and use limitations provided below fail to serve their intended purpose—including the prevention of exposure to contamination—could result in the Department reopening its review and regulatory oversight of the contaminant condition on the property as provided under the terms of this covenant, IC chapter 455I, and applicable Department administrative rules.

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

GRANTOR(S): *The City of Perry*

HOLDERS: *MidAmerican Energy Company – Source site responsible party*

AGENCY: *Iowa Department of Natural Resources*

5. **Representations and Warranties.** The grantor(s) warrants to the other signatories to this covenant the following:

- a. The grantor[s] is/are the sole fee title owner[s] of the property;
- b. The grantor[s] 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[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 or by a separate subordination and consent agreement attached as Exhibit [INSERT Exhibit]].

6. **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.

7. **Activity and Use Limitations and Terms.** The property is subject to the following activity and use limitations: *The property shall not be used for purposes described in the definition of a "residential land-use area." "Residential land-use area" is defined in Iowa Administrative Code Section 567-137.2 (455H). Other than as provided in Section 10 below, no wells for any purpose may be placed on the property.*

8. **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 seven (7) 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.

9. **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.

10. **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, and,
- f. other activities authorized or otherwise directed by the Department.

Access is also granted to *MidAmerican Energy Company* and their contractors which may be required by law or authorized by the Department, to conduct aboveground or subsurface inspections and investigation of the property as detailed above.

11. 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 IC § 558.69 shall make reference to this environmental covenant in substantially the following form—filling in the blanks with the relevant and applicable details:

THE INTEREST CONVEYED IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED *(date)*, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE *(county name)* COUNTY RECORDER ON *(date)* IN *(document, book and page, or parcel number)*.

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: *The property shall not be used for purposes described in the definition of a “residential land-use area.” “Residential land-use area” is defined in Iowa Administrative Code Section 567-137.2 (455H). Other than as provided in Section 10 below, no wells for any purpose may be placed on the property.*

12. 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.

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 IC § 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[s] shall record the environmental covenant in the same manner as a deed to the property with the *Dallas* 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 *Dallas* County Recorder's Office.

18. 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
Contaminated Sites Section Supervisor
Wallace State Office Building
502 E 9th Street
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. The following persons have expressly consented and subordinated interests:

None

20. Notice of Change in Ownership. Grantor and holder 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

City of Perry
Authorized Representative

Signed this ____ day of _____, 20__.

State of Iowa)
County of Dallas) ss.

On this ____ day of _____, 20__, before me, a Notary Public, in and for said county, personally appeared _____ (Authorized Representative), to me personally known, who being by me duly sworn, did say that he/she is the _____ (Insert title of Authorized Representative) of said _____ (corporation or association) executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said _____ (Authorized Representative) acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.

Notary Public for State of Iowa

HOLDERS:

MidAmerican Energy Company
Authorized Representative

Signed this ____ day of _____, 20__.

State of Iowa)
County of Dallas) ss.

On this ____ day of _____, 20____, before me, a Notary Public, in and for said county, personally appeared _____ (Authorized Representative), to me personally known, who being by me duly sworn, did say that he/she is the _____ (Insert title of Authorized Representative) of said _____ (corporation or association) executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said _____ (Authorized Representative) acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.

Notary Public for State of Iowa

AGENCY:

Chuck Gipp
Director, Iowa Department of Natural Resources

Signed this ____ day of _____, 20____.

State of _____ Iowa)
County of _____) ss.

On this ____ day of _____, 20____, before me personally appeared _____, 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

EXHIBIT A
PROPERTY INTEREST CERTIFICATION

IOWA ENVIRONMENTAL COVENANT
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: 904 Willis Ave, Perry, Iowa
Source Site Location: Perry Former Manufactured Gas Plant/Perry Maintenance Shop
DNR File Reference: Contaminated Sites ID #473

This document is submitted with the attached environmental covenant to certify that Megan Down 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 IAC 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. City of Perry, 1102 Willis Ave, Ste 300, P.O. Box 545, Perry, IA 50220, Dallas (515) 465-2481, County Recorder Book 2010, Page 6636
 - 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. None

- 2. _____

Prepared By:

Megan Down 9-25-17
PRINT NAME & DATE

SIGNATURE

EXHIBIT B
CONSULTANT SUMMARY OF PURPOSE

Consultant Summary of Purpose

Subject: Environmental Covenant for property located at 904 Willis Avenue, Perry, Iowa

Impact7G is seeking to establish a restrictive environmental covenant on the deed of the above referenced property. The environmental covenant will prohibit the property from being used as a “residential land-use area” as defined in Iowa Administrative Code Section 567-137.2 (455H). Additionally, the placement of wells for any purpose, other than as specified in Section 10 of the environmental covenant, is prohibited anywhere on the property. This environmental covenant is being used in combination with two other existing environmental covenants to limit the potential exposure posed by contamination from the neighboring Contaminated Site known as the Perry Former Manufactured Gas Plant/Perry Maintenance Shop.

Sincerely,
Impact7G

Megan Down CGP# 2008
Project Manager

EXHIBIT C
SUPPORTING DOCUMENTATION
WARRANTY DEED

AMERICAN ABSTRACT & TITLE COMPANY

CERTIFICATE OF TITLE INCLUDING EASEMENT SEARCH

No. 711081
DATED: AUGUST 30, 2017 AT 7:00 A.M.
REQUESTED BY: IMPACT7G

The undersigned hereby certifies that we have searched the public records in Dallas County, Iowa affecting the title to the real estate legally described as:

The South 85 feet of Lots 5 and 6 in Block 35 to the Original Town, now City of Perry, Dallas County, Iowa.

the record title of which is vested in City of Perry, Iowa by virtue of a the following:

- (a) Warranty Deed from Casey's Marketing Company, to City of Perry, Iowa, dated May 11, 2010, filed June 7, 2010 and recorded in Book 2010 Page 6636.
- (b) Warranty Deed from Casey's General Stores, Inc. to Casey's Marketing Company, dated May 1, 1995, filed April 29, 1997 and recorded in Book 835 Page 494.
- (c) Warranty Deed from Mildred A. Huss, a single person, to Casey's General Stores, Inc., dated February 5, 1993, filed February 8, 1993 and recorded in Book 734 Page 735.
- (d) Affidavit of Possession from Mildred A. Huss, dated February 5, 1993, filed February 8, 1993 and recorded in Book 734 Page 733.
- (e) Affidavit of Surviving Spouse, from Mildred A. Huss, dated March 5, 1992, filed March 5, 1992 and recorded in Book 711 Page 935.
- (f) Warranty Deed from E.L. Huss and Mildred A. Huss, husband & wife, to E.L. Huss and Mildred A. Huss, husband and wife, as joint tenants with full rights of survivorship, dated December 14, 1990, filed December 14, 1990 and recorded in Book 691 Page 638.
- (g) Affidavit of Ownership, dated February 5, 1993, filed February 8, 1993 and recorded in Book 734 Page 734.
- (h) Quit Claim Deed from Chicago and North Western Railway Company, to E. L. Huss and Mildred A. Huss, dated November 30, 1962, filed March 25, 1963 and recorded in Book 443 Page 166.

(continued)

117 North 9th Street
Adel, Iowa 50003-1443
Phone (515) 993-1986 Fax (515) 993-4073
www.american-abstract.com

WebCode
9C3MI

- (i) Warranty Deed from Des Moines and Central Iowa Railway Company, to E. L. Huss and Mildred A. Huss, dated December 24, 1956, filed March 15, 1957 and recorded in Book 410 Page 418.

We further certify that searches have been made on said property as to easements, unreleased mortgages, modifications and extensions thereof, unreleased Uniform Commercial Code filings affecting fixtures, and other unreleased collateral documents filed in the Office of the Recorder of Dallas County, Iowa.

We further certify that searches have been made on said property as to unreleased Mechanic's Liens for the past two years and 90 days, and suits entered in the Lis Pendens Index in the Electronic Index of the Iowa Court Information System (I.C.I.S.) in the Office of the Clerk of the District Court in and for Dallas County, Iowa. Searches have been made for Mechanic's Liens only, filled after January 1, 2013 in the Mechanic's Notice and Lien Registry maintained by the Iowa Secretary of State for Dallas County, Iowa. Searches for Judgment Liens properly indexed have been made against the current titleholder(s) in the Electronic Index of the Iowa Court Information System (I.C.I.S.) in the Office of the Clerk of the District Court in and for Dallas County, Iowa, for the past ten years to date hereof, unless otherwise stated.

We further certify that we have searched the current titleholder(s) for unreleased federal and state tax liens in the Office of the Recorder of Dallas County, Iowa for the past ten years to date hereof, unless otherwise stated.

We do not certify to judgments in Dissolution of Marriage actions entered more than ten years prior to the date hereof.

We further certify that we have searched the Office of the Treasurer of Dallas County, Iowa, for real estate taxes, unpaid Special Assessments and Notices of Preliminary Special Assessments and Special Assessment Deficiencies assessed against said real estate.

This report is made for the exclusive information and use of the Requestor and no liability for errors or omissions will accrue to the benefit of any other party.

MORTGAGES : None

EASEMENTS : None

MISCELLANEOUS :

Lease Agreement executed by Edward L. and Mildred A. Huss and Casey's General Stores, Inc., dated March 20, 1978, filed September 12, 1979 and recorded in Book 571 Page 503.

Survey, dated August 31, 2010, filed August 31, 2010 and recorded in Book 2010 Page 11180.

TAXES :

Property Address: 904 WILLIS AVE, PERRY

Mailing Address: 1102 WILLIS AVE., PERRY

TAXES IN PERRY CORP (670).

2015 and all prior years, paid.

2016 (Parcel 02-09-435-004) No taxes assessed.

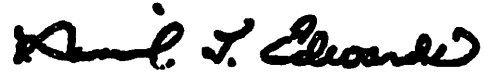
JUDGMENTS: None

Examinations made against the following:
CITY OF PERRY, IOWA

for the past ten years to date hereof;

Witness our hands this 30th day of August, 2017 at 7:00 A.M. at Adel, County of Dallas, State of Iowa.

American Abstract & Title Company



Manager. KW

Title Guaranty Participating Abstracter 8845

3/24.00



Book 2010 Page 6636

Document 6636 Type WD Pages 3
Date 6/07/2010 Time 11:26 AM
Rec Amt \$19.00 Aud Amt \$5.00

MTG -
PCRF -
BKRF -
ODD -
D/C -

Carol "Cindy" Hol. Recorder
Dallas County IOWA

RETURN TO:
FINNESETH LAW FIRM
1401 WILLIS AVE.
P.O. BOX 487
PERRY, IA 50220

Hent

WARRANTY DEED

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Douglas M. Beech , Casey's General Stores, Inc. P.O. Box 3001, Ankeny, IA 50021
Phone: (515) 965-6284

Taxpayer Information: (name and complete address)

City of Perry, 1102 Willis Avenue, Suite 300, P.O. Box 545, Perry, IA 50220

Return Document To: (name and complete address)

Douglas M. Beech , Casey's General Stores, Inc., P.O. Box 3001, Ankeny, IA 50021

Grantors:

Casey's Marketing Company

Grantees:

City of Perry, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

**ENTERED UPON
TRANSFER BOOKS**

JUN 7 2010

**5
GENE KRUMM
AUDITOR**

WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Casey's Marketing Company, a corporation organized and existing under the laws of Iowa, does hereby Convey to the City of Perry, Iowa the following described real estate in Dallas County, Iowa:

The South Eighty-five (85) feet of Lots Five (5) and Six (6), in Block Thirty-five (35), in the original town, now City of Perry, Dallas County, Iowa.

Consideration for this Deed is less than \$500.00. Pursuant to Section 428A.221 of the Code of Iowa (2001), no Declaration of Value or Groundwater Hazard Statement is required and no transfer tax is due.

Grantee covenants and agrees, for themselves, their heirs, executors, personal representatives, successors and assigns, that for a period of fifteen (15) years from and after the date hereof the real estate herein conveyed will not be used for or in conjunction with any business that includes the sale of gasoline or other motor fuels, groceries, prepared foods, including pizza and donuts, or alcoholic beverages. This covenant shall run with the land and be binding upon all assignees, transferees and successors in interest to the property for said term of fifteen (15) years.

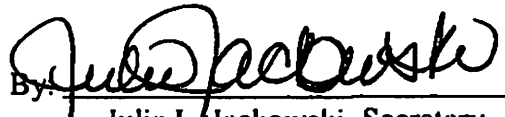
The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

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

Dated: May 11, 2010

CASEY'S MARKETING COMPANY

By: 
Michael R. Richardson, President

By: 
Julia L. Jackowski, Secretary

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 11 day of May, 2010, before me the undersigned, a Notary Public in and for said county and state, personally appeared Michael R. Richardson and Julia L. Jackowski, who being by me duly sworn, did state that they are the President and Secretary, respectively, of Casey's Marketing Company, the corporation named in the foregoing instrument; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Michael R. Richardson and Julia L. Jackowski, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Stacie Cookes
Notary Public in and for the State of Iowa

Notary Public Seal is (optional) required since 5-10-10 date

EXHIBIT D
PLAT MAP

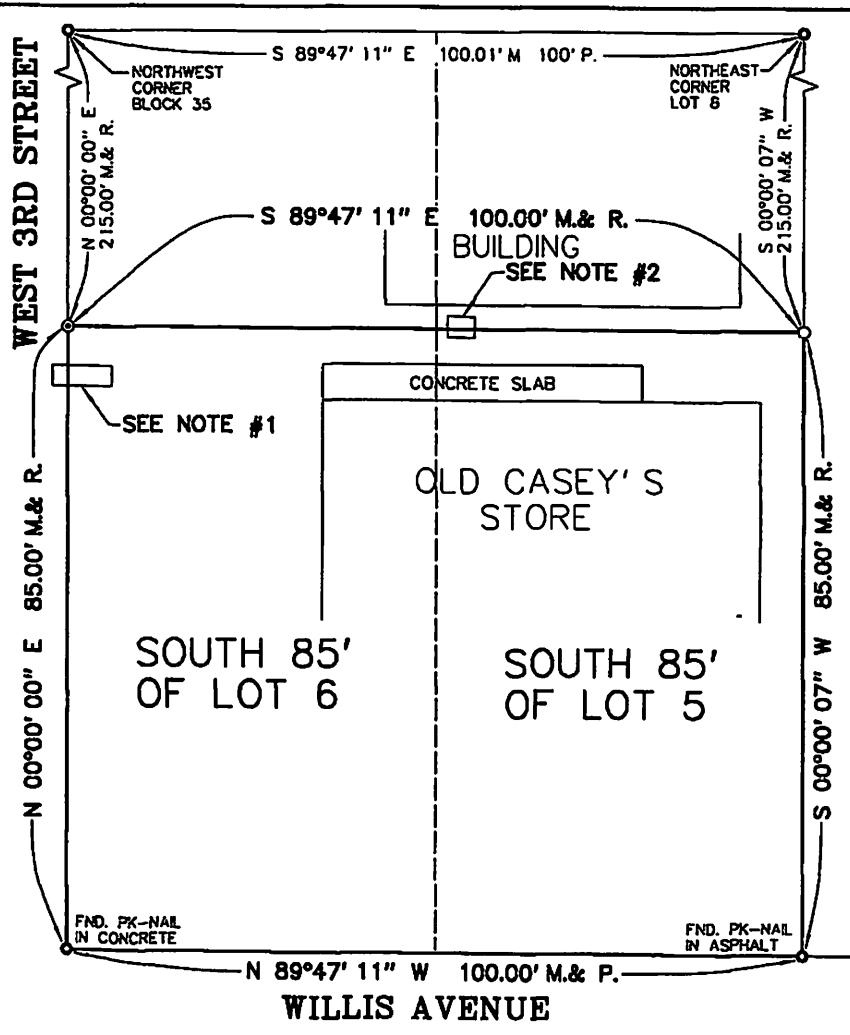


Book 2010 Page 11180
 Document 11180 Type SRVEY Pages 1
 Date 8/31/2010 Time 11:37 AM
 Rec Amt \$7.00

MTG -
 PCRF -
 BKRE -
 ODD -
 D/C -

Carol "Cindy" Hol., Recorder
 Dallas County IOWA

PREPARED BY TY-END SURVEYING, L.L.C. - 1820 1ST ST. - PERRY, IOWA 50220 - PHONE (515) 465-2901



BOUNDARY RETRACEMENT SURVEY
THE SOUTH 85 FEET OF LOT'S 5 AND 6
IN BLOCK 35 OF THE ORIGINAL TOWN OF PERRY
 SURVEYED FOR OWNER: CITY OF PERRY, IOWA
 SURVEYED: 8-26-10

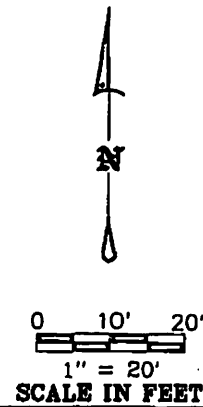
LEGAL DESCRIPTION:
 (AS RECORDED IN BOOK-2010, PAGE-6636)

THE SOUTH EIGHTY-FIVE (85) FEET OF LOTS FIVE (5) AND SIX (6), IN BLOCK THIRTY-FIVE (35), IN THE ORIGINAL TOWN, NOW CITY OF PERRY, DALLAS COUNTY, IOWA.

SURVEYOR'S NOTE:

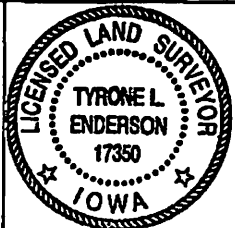
- 1) THE PLANTER/SIGN IS OWNED AND ERECTED BY THE ADJOINING PROPERTY OWNER TO THE NORTH AND THE SOUTH SIDE OF THE PLANTER/SIGN IS 8.2 FEET SOUTH OF PROPERTY LINE.
- 2) THE SOUTH SIDE OF THE CONCRETE SLAB FOR THE CENTRAL AIR UNIT EXTENDS SOUTH OF THE PROPERTY LINE BY 1.2 FEET.
- 3) ASSUMED A NORTH-SOUTH BEARING ON THE WEST LINE OF BLOCK 35.
- 4) THE EXISTING OLD CASEY'S BUILDING IS 9.8' SOUTH OF PROPERTY LINE.
- 5) THE EXISTING BUILDING OWNED BY THE ADJOINING OWNER'S TO THE NORTH IS 3.3 FEET NORTH OF PROPERTY LINE.

8/31/2010
[Signature]



I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

[Signature] 8-31-10
 TYRONE L. ENDERSON IOWA LIC. NO. 17350 DATE
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2010
 PAGES CERTIFIED ONE



TY-END SURVEYING, L.L.C.
 1820 1ST ST. - PERRY, IOWA 50220
 PHONE-465-2901 CELL- 250-2833

LEGEND:
 ○ FOUND 1/2" REBAR WITH ORANGE PLASTIC CAP# 17350 (UNLESS NOTED)

○ SET 3" LONG "SURVEY MARK" NAIL WITH WASHER# 17350
 ○ SET 1/2" REBAR WITH ORANGE PLASTIC CAP#17350

M. MEASURED
 P. ORIGINAL PLAT
 R. RECORDED

BOUNDARY RETRACEMENT SURVEY
THE SOUTH 85 FEET OF LOT'S 5 AND 6
IN BLOCK 35 OF THE ORIGINAL TOWN OF PERRY