

CON 12-1-1
Doc # 116212



109 Regency West Court
Fort Dodge, IA 50501
515-955-3635
evergreen-engineers.com

February 11, 2026

Mr. Brian Rath, EES
Iowa Department of Natural Resources
Solid Waste and Contaminated Sites Section Supervisor
6200 Park Ave Ste 200
Des Moines, IA 50321

RE: Georgia-Pacific Gypsum – Signed & Recorded Environmental Covenant.
Georgia-Pacific North Wallboard Recycle Pile - Permit #94-SDP-09-91X;
Georgia-Pacific Waste Disposal Site - Permit #94-SDP-18-09;
Evergreen Engineers #9510

Dear Mr. Rath,

Transmitted herewith is the signed and recorded Environmental Covenant for the Georgia-Pacific North Wallboard Recycle Pile and Georgia-Pacific Waste Disposal Site. Thank you for all the help and guidance that you have provided with this project.

Best Regards,

A handwritten signature in black ink that reads 'Dave Minikis' with a long horizontal flourish extending to the right.

Dave Minikis, Sr. Eng. Tech.
Evergreen Engineers

Cc - Olivia Jackson, Environmental Manager
- IDNR – Field Office #2

RECEIVED

FEB 13 2026

OTHER INTERESTS (responsible party)

None applicable

Prepared By: Georgia-Pacific Gypsum LLC

**IOWA SOLID WASTE PROGRAM
ENVIRONMENTAL COVENANT**

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

Georgia Pacific LLC, hereafter "grantor(s)", Georgia-Pacific LLC hereafter "holder(s)," and the Iowa Department of Natural Resources (DNR) 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 DNR in Iowa Code chapter 455I, § 455B.103(7), and DNR rules in Chapter 567 of the Iowa Administrative Code (IAC).

1. **Affected Property.** The grantor(s) is/are the fee title owner(s) of the property located at 2374 Mill Road, Fort Dodge. IA 50563. The affected property is legally described as:

DESCRIPTION: PARCEL 2024-A
A PARCEL OF LAND BEING A PORTION OF THE EAST TWO-THIRDS (2/3) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., WEBSTER COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 34; THENCE ON AN ASSUMED BEARING OF NORTH 00°04'45" WEST 300.00 FEET, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE LEAVING SAID EAST LINE, SOUTH 89°37'15" WEST 972.07 FEET, TO THE WEST RIGHT OF WAY LINE OF THE FORT DODGE DES MOINES AND SOUTHERN RAILROAD, POINT BEING ALSO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 63°20'16" WEST 166.98 FEET; THENCE NORTH 80°00'15" WEST 60.00 FEET; THENCE SOUTH 68°33'12" WEST 224.00 FEET; THENCE SOUTH 43°35'42" WEST 97.00 FEET; THENCE SOUTH 78°41'08" WEST 166.00 FEET; THENCE NORTH 22°17'12" WEST 300.00 FEET; THENCE NORTH 00°47'34" WEST 232.00 FEET; THENCE NORTH 38°48'21" EAST 21.00 FEET; THENCE NORTH 01°56'22" EAST 382.16 FEET; THENCE NORTH 01°56'22" EAST 117.84 FEET; THENCE NORTH 27°33'29" EAST 178.00 FEET; THENCE NORTH 10°29'51" EAST 541.88 FEET; THENCE SOUTH 69°37'09" EAST 429.00 FEET; THENCE SOUTH 40°08'50" EAST 70.00 FEET; THENCE SOUTH 06°18'56" EAST 184.00 FEET, TO THE WEST RIGHT OF WAY LINE OF THE FORT DODGE DES MOINES AND SOUTHERN RAILROAD; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 02°51'25" WEST 377.38 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 02°51'25" WEST 134.11 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 02°51'25" WEST 138.51 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, ALONG THE ARC OF A 723.14 FOOT RADIUS CONCAVE NORTHEASTERLY FOR 455.12 FEET, SAID CURVE HAVING A CHORD WHICH BEARS SOUTH 15°10'23" EAST FOR 447.65 FEET TO THE POINT OF BEGINNING; PARCEL CONTAINS 21.28 ACRES AND IS SUBJECT TO EASEMENTS OF RECORD. NOTE: FOR THE PURPOSE OF THIS SURVEY THE EAST LINE OF THE SOUTHWEST QUARTER OF 34-89-28 IS ASSUMED TO BEAR NORTH 00°04'45" WEST.

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

2. **Risk Management and Institutional Controls.**

In accordance with Chapter 455B of the Iowa Code, DNR permitted material to be beneficially placed on the 94-SDP-09-91 and affected property and closure was authorized under solid waste projects 04-SDP-18-09 issued to Georgia Pacific Gypsum, LLC.

Authorizations, investigations, and reports are available for review in the DNR Solid Waste files under projects 94-SDP-09-91 and 04-SDP-18-09.

Presence of buried material on the property may present a risk to public health and the environment if certain activities occur on the property. As such, the Director, pursuant to the authority granted under Iowa Code section 455B.103(7), has determined that an environmental covenant is necessary to document the existence of solid waste on the property and to manage the risk of future exposure by limiting specified activities on the property and establishing affirmative obligations.

3. **Reopening.** The signatories acknowledge that in the event that activity and use limitations provided in this environmental covenant fail to serve their intended purpose - including prevention of exposure to contamination - DNR may reopen its review and regulatory oversight of the contaminant condition on the property as provided under the terms of this covenant, Iowa Code chapter 455I, and applicable DNR administrative rules.

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

GRANTOR(S): Georgia-Pacific LLC

HOLDER(S): Georgia-Pacific LLC

Insert each person signing the covenant as a holder and describe their relationship to the property. A grantor can be a holder as well. Other persons may include contract buyers, lessees, mortgage holders, municipalities, owners of the source site, and other interested parties.

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 Not Applicable.

6. **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.

7. **Activity and Use Limitations and Terms.** The property is subject to the following activity and use limitations:

- a. Except for excavations less than 2 feet deep or emergency and non-emergency repairs of existing structures including landfill caps, landfill gas collection systems and leachate management systems, all construction activities taking place on the property shown on Exhibit A – Plat Map must be approved by DNR.
- b. No deposited material shall be excavated, disrupted, or removed from the site without first providing written notice to DNR.
- c. Construction of drinking water wells within the boundaries of the property shall require approval by DNR. "Drinking water wells" are defined as any groundwater wells used as a source of drinking water by humans and groundwater wells used primarily for production of food or medicine for human consumption in facilities characterized with standard industrial codes group 283 for drugs and 20 for foods.
- d. Construction of residences within the boundaries of the property must be approved by DNR.
- e. On a biennial basis, the site shall be inspected, by a professional engineer licensed in the State of Iowa, to verify that the property activity and use limitations enumerated in this covenant have been complied with. A report of this inspection shall be sent to the DNR's Solid Waste Section within 30 days of completion.

- f. Unauthorized access shall be controlled.
 - g. Development and placement of structures on the cap are not allowed.
 - h. The cap must be maintained in its original condition.
8. **Notice of Non-Compliance.** Any property owner or subsequent transferee of an interest in the property shall notify DNR 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 to DNR or any authorized representative of DNR, public or private, for the purpose of implementation, monitoring and enforcement of the terms of this environmental covenant. DNR, 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 DNR.

Access is also granted to none.

11. **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 section 455B.411(3) or if the DNR 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 DNR 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 - filling in the blanks with the relevant and applicable details:

THE INTEREST CONVEYED IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, RECORDED IN THE DEED
OR OFFICIAL RECORDS OF THE WEBSTER COUNTY
RECORDER ON _____ IN _____.

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

- a. Except for excavations less than 2 feet deep or emergency and non-emergency repairs of existing structures including landfill caps, landfill gas collection systems and leachate management systems, all construction activities taking place on the property shown on Exhibit A – Plat Map must be approved by DNR.
- b. No deposited material shall be excavated, disrupted, or removed from the site without first providing written notice to DNR.
- c. Construction of drinking water wells within the boundaries of the property shall require approval by DNR. “Drinking water wells” are defined as any groundwater wells used as a source of drinking water by humans and groundwater wells used primarily for production of food or medicine for human consumption in facilities characterized with standard industrial codes group 283 for drugs and 20 for foods.
- d. Construction of residences within the boundaries of the property must be approved by DNR.

- e. On a biennial basis, the site shall be inspected, by a professional engineer licensed in the State of Iowa, to verify that the property activity and use limitations enumerated in this covenant have been complied with. A report of this inspection shall be sent to the DNR's Solid Waste Section within 30 days of completion.
- f. Unauthorized access shall be controlled.
- g. Development and placement of structures on the cap are not allowed.
- h. The cap must be maintained in its original condition.

12. **Modification and Termination.** Modification or termination of terms of this covenant shall comply with standards in IC chapter 455I and applicable DNR administrative rules. Terms of this environmental covenant may be modified or terminated by written consent of the Director of the DNR, 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.
13. **Enforcement.** 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.
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 DNR 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 Webster County Recorder's Office. After recordation, the grantee shall forward a recorded copy of this document to DNR for record keeping.
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 Webster County Recorder's Office.
18. **Notice.** Unless otherwise notified in writing by the DNR, any document or communication required by this environmental covenant shall be submitted to:
- Iowa Department of Natural Resources
Solid Waste and Contaminated Sites Section Supervisor
6200 Park Ave Ste 200
Des Moines IA 50321
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

AGENCY:

Kayla Lyon Signed this 12th day of Jan, 20 26
Kayla Lyon
Director, Iowa Department of Natural Resources

State of Iowa §
County of Polk

On this 12th day of January, 20 26, before me personally appeared Kayla Lyon, 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.

Jennifer Miller
Notary Public for State of Iowa



GRANTOR(S)

Jeff Belm Signed this 5 day of Feb, 20 26
Grantor 1

State of Iowa §
County of Webster

On this 5th day of February, 20 24, before me personally appeared
_____, who executed the foregoing instrument, and acknowledge that
this

person executed the same as his/her/their voluntary act and deed.

Carolyn Clark
Notary Public for State of Iowa



Grantor 2 Signed this _____ day of _____, 20 _____

State of _____ §
County of _____

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

HOLDERS:

J. A. Baker Signed this 5 day of Feb, 20 26
Holder 1

State of Iowa
County of Webster §

On this 5th day of February, 20 2026, before me personally appeared _____, who executed the foregoing instrument, and acknowledge that this _____ person executed the same as his/her/their voluntary act and deed.

Carolyn Clark
Notary Public for State of Iowa



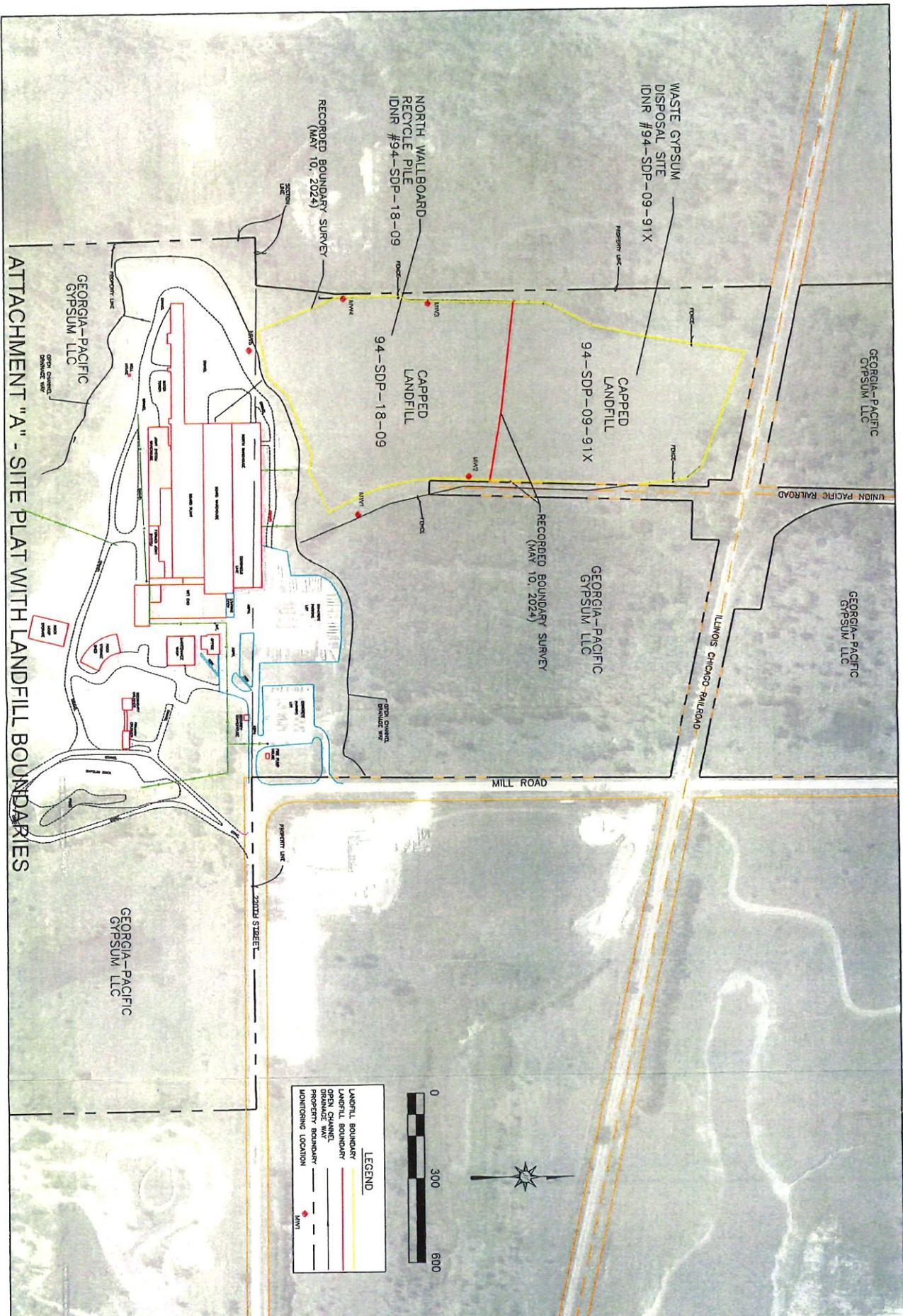
Holder 2 Signed this _____ day of _____, 20 _____

State of _____ §
County of _____

On this _____ day of _____, 20 _____, before me personally appeared _____, who executed the foregoing instrument, and acknowledge that this _____ person executed the same as his/her/their voluntary act and deed.

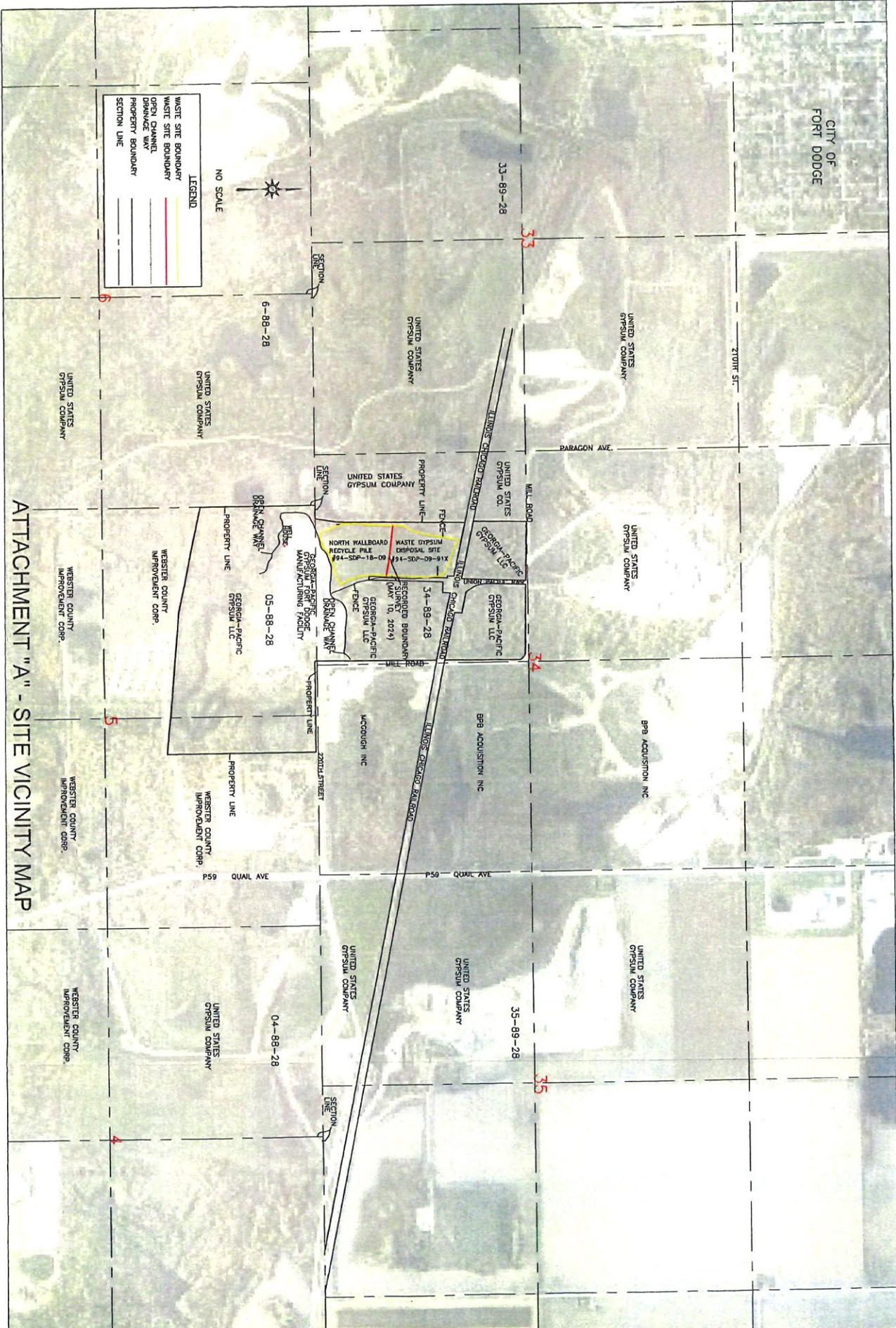
Notary Public for State of Iowa

Exhibit A -- Map

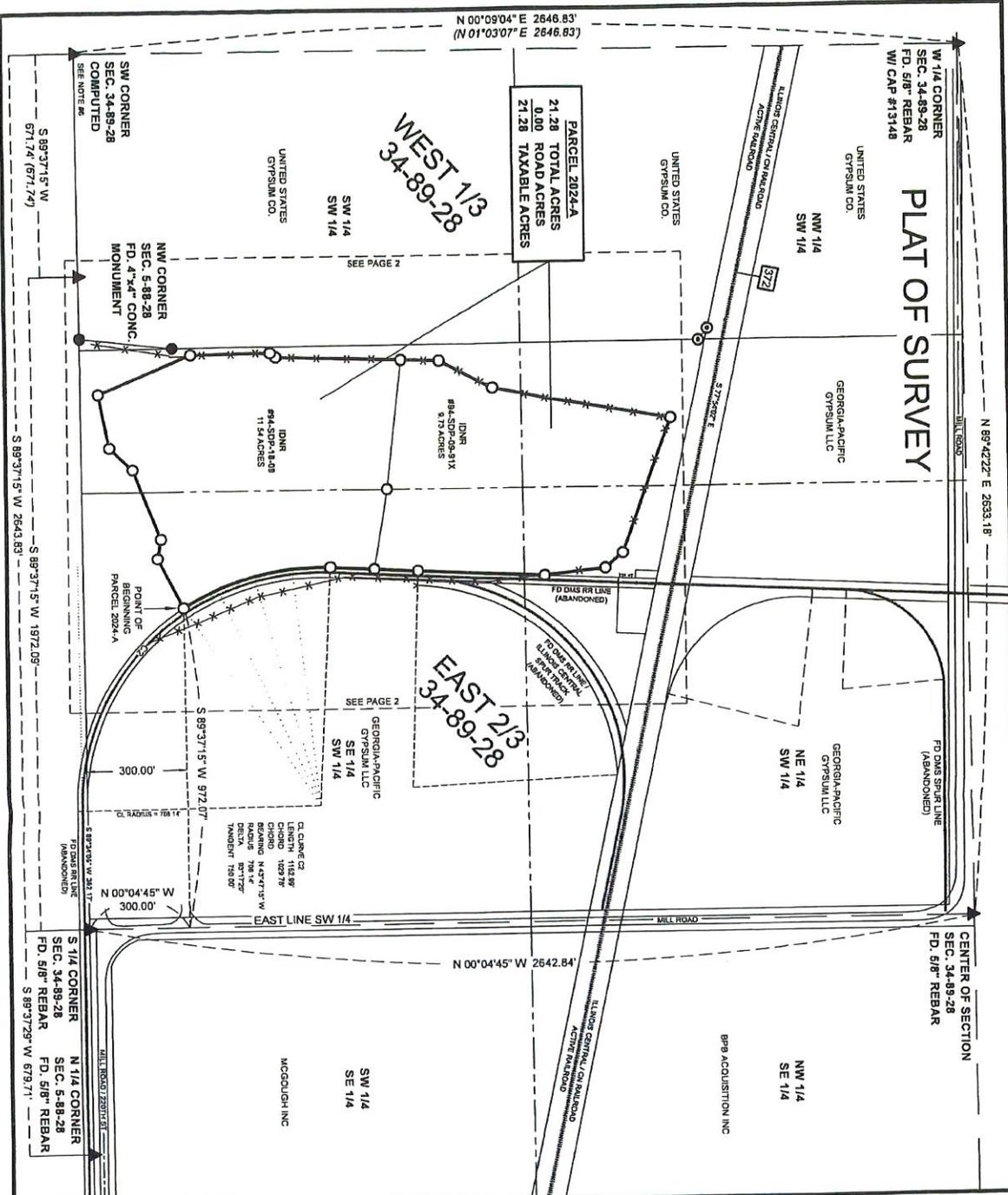


ATTACHMENT "A" - SITE PLAT WITH LANDFILL BOUNDARIES

CITY OF
FORT DODGE



ATTACHMENT "A" - SITE VICINITY MAP



W 1/4 CORNER
SEC. 34-89-28
FD. 5/8" REBAR
W/CAP #13148

N 00°09'04" W 2646.83'
N 01°03'07" E 2646.83'

UNITED STATES
GYPSUM CO.
NW 1/4
SW 1/4

GEORGIA-PACIFIC
GYPSUM LLC
NE 1/4
SW 1/4

PARCEL 2024A
21.28 TOTAL ACRES
0.00 ROAD ACRES
21.28 TAXABLE ACRES

WEST 1/3
34-89-28

EAST 2/3
34-89-28

S 89°37'15" W
671.74 (671.74)

S 89°37'15" W
2643.83'

S 89°37'15" W 1972.09'

S 89°37'29" W 679.71'

SW CORNER
SEC. 34-89-28
COMPUTED

NW CORNER
SEC. 5-88-28
FD. 4"x4" CONC.
MONUMENT

S 1/4 CORNER
SEC. 34-89-28
FD. 5/8" REBAR

N 1/4 CORNER
SEC. 5-88-28
FD. 5/8" REBAR

DATE OF FIELD WORK
DECEMBER 2023
APRIL 2024

JON MYERS
LICENSE NUMBER
22875
APR 17 2024
IOWA
PAGE 1 OF 2

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

RECORDED DIMENSIONS (100.00')
MEASURED DIMENSIONS
FENCE IN PLACE
SCALE 1" = 300'
MERN # 13020

SECTION CORNER FOUND
PROPERTY CORNERS SET
5/8"x24" REBAR W/ Y.L.W CAP #22875
MAGNAIL
PROPERTY CORNERS FOUND
5/8" REBAR W/ NO CAP
1" PIPE
2" PIPE
LATH SET

REQUESTED BY: GEORGIA-PACIFIC GYPSUM LLC
PROPRIETOR: GEORGIA-PACIFIC GYPSUM LLC

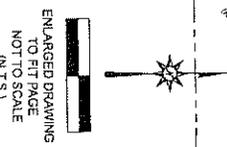
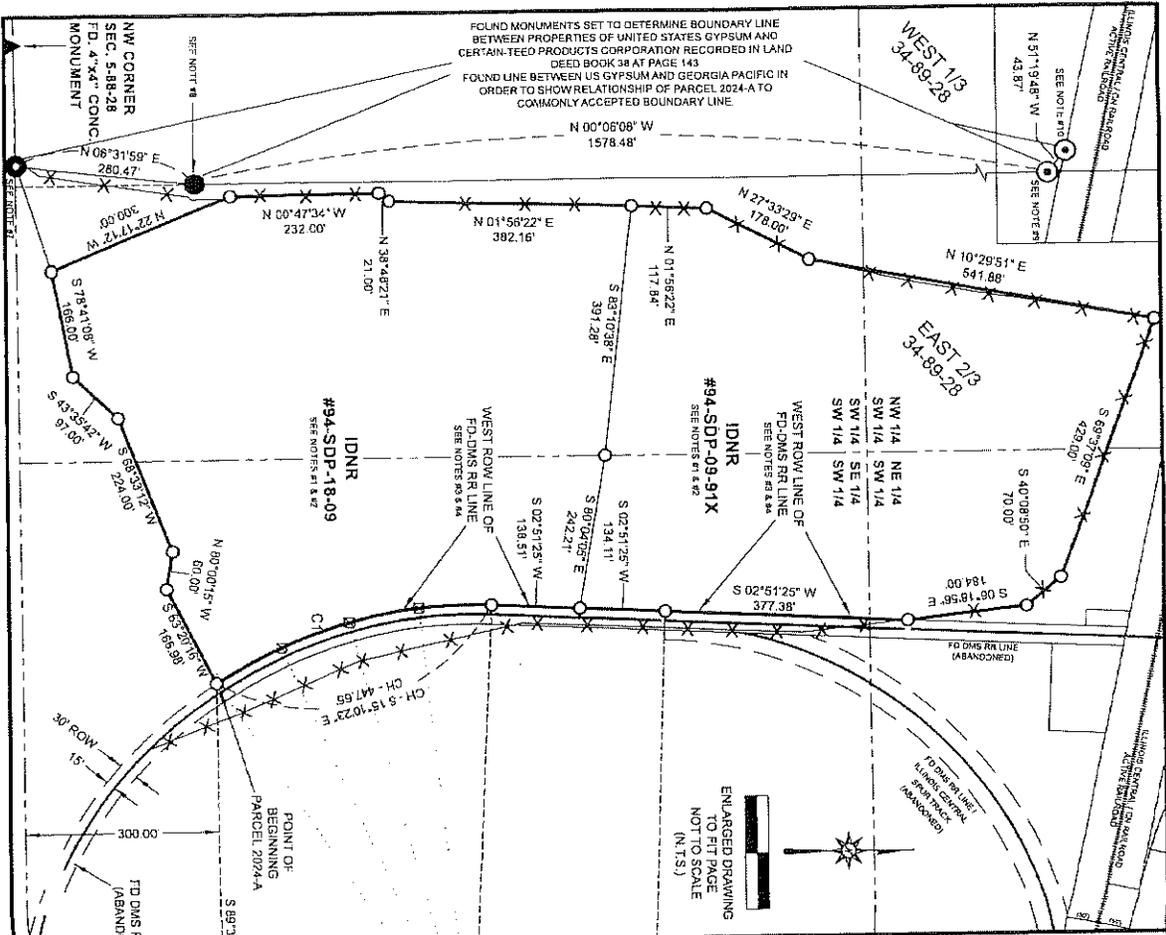
LEGEND
SECTION CORNER FOUND
PROPERTY CORNERS SET
MAGNAIL
PROPERTY CORNERS FOUND
5/8" REBAR W/ NO CAP
1" PIPE
2" PIPE
LATH SET

INDEX LEGEND
SPACE RESERVED FOR RECORDING INFORMATION
MER ENGINEERING INC.
109 REGENCY WEST COURT
FORT DODGE, IOWA 50501
RETURN TO:
515-855-5635 - OFFICE
JON MYERS - SURVEYOR 515-855-5788 - FAX

SURVEY FOR PARCEL #2024A
IN THE EAST 2/3 OF THE
SW 1/4 OF SECTION 34-89-28
WEBSTER COUNTY, IOWA

89 N. - 28 W
89 N. - 28 W
89 N. - 28 W
89 N. - 28 W

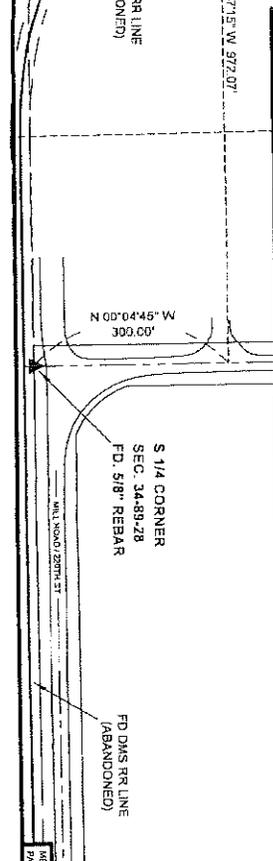
INSTRUMENT # : 2024-01849
6/5/2024 12:11:19 pm Total Pages: 3
Recording Fee: \$ 17.00
P PLATS
Lambert, Recorder, Lambert County, IA



NOTES:

1. THE PURPOSE OF THIS SURVEY IS TO CREATE A PARCEL THAT BEST ENCAPSULATES THE PORTION OF GEORGIA PACIFIC PROPERTY THAT WAS DEDICATED TO LANDFILL ACTIVITIES OF THE PAST 40 YEARS AND TO UPDATE THE LEGAL DESCRIPTION FOR THE SITE CLOSURE FILED WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES.
2. THE AREA FOR IDNR #94.SDP-09-91X AND IDNR #94.SDP-18-09 ARE WHOLLY CONTAINED WITHIN THE NEW PARCEL 2024-A CREATED WITH THIS PLAT OF SURVEY. THE BOUNDARY LINE BETWEEN THE TWO DESIGNATIONS IS THIS SURVEY'S BEST ATTEMPT TO DETERMINE THE LINE BASED ON INTERNAL MER ENGINEERING LANDFILL MAPS AND SURVEYS DONE WITHIN THE PAST 30 YEARS.
3. ACCORDING TO THE RAIL TRANSPORTATION BUREAU OF THE IOWA DEPARTMENT OF TRANSPORTATION - THIS STRETCH OF THE FORT DODGE DES MOINES AND SOUTHERN RAILROAD BETWEEN THE MAINLINE OF THE CANADIAN NATIONAL RAILROAD AND 220TH STREET HAS BEEN ABANDONED SINCE 1982.
4. RE-CREATED THE CENTERLINE OF THE FORT DODGE DES MOINES AND SOUTHERN RAILROAD LINE BETWEEN THE MAIN LINE OF THE CANADIAN NATIONAL LINE AND THE GEORGIA PACIFIC PLANT BY USING MAPS AND INFORMATION FROM THE ARCHIVES OF THE GEORGIA PACIFIC LOCAL PLANT WAS ALSO ABLE TO FIND AND MEASURE TO THE EXISTING RAISED RAILROAD BED AND REMAINING RAILROAD TIES STILL IN PLACE ALONG PORTIONS OF THE LINE. I ESTABLISHED THE RIGHT OF WAY LINE BY OFFSETTING THE CENTERLINE 15' ON EACH SIDE TO CREATE A 30' CORRIDOR WHICH IS CONSISTENT WITH WHAT WAS SHOWN ON SAID MAPS AND OTHER LEGAL DOCUMENTS PROVIDED BY GEORGIA PACIFIC.
5. DURING THE INITIAL FIELD SEARCH FOR SURVEY MONUMENTS, USING THE AGREEMENT PLAT OF SURVEY FOUND IN DEED BOOK 38 AT PAGE 143 IN THE WEBSTER COUNTY RECORDER'S OFFICE, I WAS ABLE TO FIND A NUMBER OF THE ORIGINAL MONUMENTS SET AT THAT TIME MARKING THE AGREED BOUNDARY LINE BETWEEN UNITED STATES GYPSUM COMPANY AND CERTAIN-TEED PRODUCTS CORPORATION CIRCA 1928.
6. THE SOUTHWEST CORNER OF 34-89-28 FALLS IN THE LANDS OWNED AND OPERATED BY UNITED STATES GYPSUM COMPANY. I CONTACTED LOCAL US GYPSUM PLANT ABOUT ACCESS TO THIS SECTION CORNER FOR THIS SURVEY, BUT WAS NOT ALLOWED ACCESS TO MEASURE IN SECTION CORNER. FOR THE PURPOSE OF THIS SURVEY, I COMPUTED THE SECTION CORNER POSITION BASED ON A PREVIOUS SURVEY PLAT OF SURVEY DONE BY MURRAY BERTING FROM SHEV-HATTERM RECORDED IN THE WEBSTER COUNTY RECORDER'S OFFICE AS INSTRUMENT #2010-00359.
7. MONUMENT = FOUND 2" IRON PIPE, APPROXIMATELY 15" DEEP, FOUND IRON PIPE MEASURES 1.43' NORTH OF A LINE FROM COMPUTED SW CORNER OF 34-89-28 TO FOUND S 1/4 CORNER 1/2" REBAR.
8. MONUMENT = FOUND 5/8" REBAR, 1" DEEP, RECORDS FROM GEORGIA PACIFIC ARCHIVES CALLS FOR AN IRON PIPE SET AT THIS LOCATION. SEARCHED AREA, BUT WAS UNABLE TO FIND IRON PIPE MONUMENT.
9. MONUMENT = FOUND 2 MONUMENTS AT THIS POSITION: #1 - BENT 1" IRON PIPE, APPROXIMATELY 4" DEEP, #2 - 5/8" REBAR WITH WHITE CAP FLUSH WITH GROUND - FOUND 0.68' SOUTH OF BENT IRON PIPE. ACCEPTED THE BENT IRON PIPE BECAUSE IT IS THE ORIGINAL MONUMENT SET.
10. MONUMENT = FOUND 1" IRON PIPE, APPROXIMATELY 4" DEEP, FOUND IRON PIPE MEASURES 49.50' FROM EXISTING CENTERLINE OF THE MAINLINE CANADIAN NATIONAL TRACKS.

CH	LENGTH	CHORD	CHORD BEARING	RADIUS	DELTA	TANGENT
C1	455.12	447.65	S 15° 10' 21" E	723.14	35.0337	235.28



DESCRIPTION: PARCEL 2024-A

A PARCEL OF LAND BEING A PORTION OF THE EAST TWO-THIRDS (2/3) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., WEBSTER COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 34; THENCE ON AN ASSUMED BEARING OF NORTH 00°04'45" WEST 300.00 FEET, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE LEAVING SAID EAST LINE, SOUTH 89°37'15" WEST 972.07 FEET, TO THE WEST RIGHT OF WAY LINE OF THE FORT DODGE DES MOINES AND SOUTHERN RAILROAD, POINT BEING ALSO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 63°20'16" WEST 166.98 FEET; THENCE NORTH 80°00'15" WEST 60.00 FEET; THENCE SOUTH 68°33'12" WEST 224.00 FEET; THENCE SOUTH 43°35'42" WEST 97.00 FEET; THENCE SOUTH 78°41'08" WEST 166.00 FEET; THENCE NORTH 22°17'12" WEST 300.00 FEET; THENCE NORTH 00°47'34" WEST 232.00 FEET; THENCE NORTH 38°48'21" EAST 21.00 FEET; THENCE NORTH 01°56'22" EAST 382.16 FEET; THENCE NORTH 01°56'22" EAST 117.84 FEET; THENCE NORTH 27°33'29" EAST 178.00 FEET; THENCE NORTH 10°29'51" EAST 541.88 FEET; THENCE SOUTH 69°37'09" EAST 429.00 FEET; THENCE SOUTH 40°08'50" EAST 70.00 FEET; THENCE SOUTH 06°18'56" EAST 184.00 FEET, TO THE WEST RIGHT OF WAY LINE OF THE FORT DODGE DES MOINES AND SOUTHERN RAILROAD; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 02°51'25" WEST 377.38 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 02°51'25" WEST 134.11 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, WEST RIGHT OF WAY LINE, SOUTH 02°51'25" WEST 138.51 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, ALONG THE ARC OF A 723.14 FOOT RADIUS CONCAVE NORTHEASTERLY FOR 455.12 FEET, SAID CURVE HAVING A CHORD WHICH BEARS SOUTH 15°10'23" EAST FOR 447.65 FEET TO THE POINT OF BEGINNING;

PARCE CONTAINS 21.28 ACRES AND IS SUBJECT TO EASEMENTS OF RECORD. NOTE: FOR THE PURPOSE OF THIS SURVEY THE EAST LINE OF THE SOUTHWEST QUARTER OF 34-89-28 IS ASSUMED TO BEAR NORTH 00°04'45" WEST.

AREA BREAKDOWN

PARCEL:	TOTAL	ROAD	TAXABLE
2024-A	21.28	0.00	21.28
NW 1/4 SW 1/4	2.33	0.00	2.33
NE 1/4 SW 1/4	1.87	0.00	1.87
SE 1/4 SW 1/4	6.49	0.00	6.49
SW 1/4 SW 1/4	10.59	0.00	10.59
TOTALS	21.28	0.00	21.28