Tom Hanson

DELAWARE COUNTY IOWA
FILED
2003 SEP 30 PM 1:10
BOOK 2003 PAGE 1781
RECORDER'S NOTATION
DELAWARE COUNTY IOWA
5.00

Prepared by: Shelley A. Dugan, Conveyance Examiner, Phone (515) 284-4222
Natural Resources Conservation Service, 210 Walnut, 693 Federal Bldg., Des Moines, IA 50309

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

EWP-FP
OMB No. 0578-0013

EMERGENCY WATERSHEDS PROGRAM
FLOODPLAIN
WARRANTY EASEMENT DEED

AGREEMENT NO. 75-6114-1-1124

THIS WARRANTY EASEMENT DEED is made by and between **Michael J. O'Hara and Karen L. O'Hara, husband and wife, of 3272 120th Avenue, Ryan, Iowa 52330** (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA (hereafter referred to as the "United States"). The Landowner and the United States are jointly referred to as the "Parties".

Witnesseth

Purposes and Intent. The purposes of this easement are: to allow the unimpeded reach and flow of any waters in, over, upon, or through the easement area; to retard runoff and prevent soil erosion through the restoration, protection, or enhancement of the floodplain; to restore, protect, manage, maintain, and enhance the functional values of wetlands, riparian areas, conservation buffer strips, and other lands; to conserve natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education; and to safeguard lives and property from floods, drought, and the products of erosion. It is the intent of the United States to allow the Landowner the opportunity to participate in the restoration and management activities on the easement area and, at the discretion of the United States, to provide for compatible uses which may include haying, grazing, and timber harvest under the provisions approved by the United States.

Authority. This easement deed acquisition is authorized by 16 U.S.C. Section 2203, as amended, and 7 U.S.C. Section 428a. The acquiring agency is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

NOW THEREFORE, for and in consideration of the sum of **One Hundred Twenty-Four Thousand Four Hundred Sixteen Dollars and Twelve Cents ($124,416.12)**, Landowner hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, forever, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land

EXEMPT FROM TRANSFER TAX -- EASEMENT-- IOWA CODE SECTION 428A.2 (17)

so encumbered, shall run with the land in perpetuity, and shall bind the Landowner(s), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, (referred to hereafter as the "easement area"), are described on a Plat of Survey by Kerry O. Russell, recorded February 8, 2002, at Book 2002, Page 507, and a Plat of Survey by J. David Gibbs, recorded May 2, 2003, at Book 2003, Page 2102, in the office of the Delaware County Recorder. Reduced copies of said Plats of Survey are attached hereto as Exhibit A and incorporated herein by this reference.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B, which is appended to and made a part of this warranty easement deed.

NONE

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.

C. Control of Access. The right to prevent trespass and control access by the general public.

D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C.

NONE

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited of the Landowner on the easement area:

1. Altering of woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
2. Dumping refuse, wastes, sewage or other debris;
3. Harvesting wood products;
4. Draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;

5. Diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means;
6. Building or placing buildings or structures on the easement area;
7. Planting or harvesting any crop; and
8. Receiving any disaster assistance from the Secretary of Agriculture.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests on easement lands designated as Category 1 or Category 2, as provided for in Part IV, must be approved in writing by the United States prior to implementation by the Landowner.

C. Fences. Except for establishment costs incurred by the United States and replacement costs not due to the Landowner's negligence or malfeasance in association with Category 1 and Category 2 designated easement lands, all other costs involved in establishment, replacement, and maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to the United States any conditions or events that may adversely affect the floodplain and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions the United States may prescribe at its discretion, an activity on the easement area as a compatible use. A compatible use authorization will only be made upon a determination by the United States that the proposed use is consistent with the long term protection and enhancement of the floodplain, riparian, wetland, and other values of the easement area. The United States may prescribe the type, amount, method, timing, intensity, and duration of the compatible use.

B. Definitions. For purposes of this Part:

1. "Haying" means the use of the land for the production of forage from long-term stands of adapted forage plants such as grasses and legumes.

2. "Grazing" means the use of the land for the direct consumption of forage by animals.

3. "Timber Harvesting" means the use of the land for silviculture and associated cutting and extraction of wood products.

4. "Cropping" means the use of the land for the cultivation and growing of crops for harvest which may include production of fruits and nuts in orchards and vineyards.

C. Specifications Related to Land Use Categories. The easement area has been classified according to one or more land use categories as indicated on the attached EXHIBIT D which is appended to and made a part of this warranty easement deed:

1. Category 1 Lands: Areas on which the United States will not authorize any activity as a compatible use.

2. Category 2 Lands: Areas on which the United States may authorize an activity as a compatible use, including, but not limited to, managed timber harvest, periodic haying, or grazing. The United States

will not authorize an activity related to cropping as a compatible use on these areas nor will the United States authorize an activity related to haying or grazing if such areas are being returned to woody vegetation.

3. Category 3 Lands: Areas on which the United States did not acquire the rights to, and will not by the terms of this warranty easement deed, prohibit of the Landowner, the activities specifically identified under Sections A1, A3, or A7 of Part III of this warranty easement deed to the extent that such activities are for the specific purpose of cropping, haying, grazing, or timber harvest. It is understood that in the easement area designated as Category 3 all other rights, title, and interest have been acquired by the Unites States unless expressly reserved to the Landowner in Part II of this warranty easement deed.

PART V. Rights of the United States. The rights of the United States include, but are not limited to:

A. Management Activities. The United States shall have the right to enter unto the easement area, regardless of land use category, to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities (including removal of levees or other hydrologic alteration) to restore, protect, manage, maintain, enhance, and monitor the floodplain and other values of the easement area, including the reach and flow of waters. The land categories identified and described in Part IVC of this warranty easement deed shall not be construed to interfere with any of these management activities. It is the intent of the United States to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in Part I.

C. Easement Management. The United States may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the United States determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring, or enforcement responsibilities for this easement.

D. Violations and Remedies - Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,

2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its delegates, agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under

them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Emergency Watersheds Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

PART VII. Special Provisions (if any).
NONE

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States and its successors and assigns forever. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this easement deed for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 29th day of September, 2003.

Landowner(s):

X Michael J. O'Hara (Seal)
Michael J. O'Hara

X Karen L. O'Hara (Seal)
Karen L. O'Hara

State of Iowa)

County of Delaware) ss.

On this 29th day of September, 2003, before me, the undersigned, a notary public in and for the state of Iowa, personally appeared Michael J. O'Hara and Karen L. O'Hara, husband and wife, 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.

Notary public in and for said State

THOMAS J. HANSON
COMMISSION # 115040
MY COMMISSION EXPIRES
9/22/04

Notarial Acknowledgement in accordance with Iowa Code is required.

Exhibit D

The easement area has been classified as Category 2 lands.

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately sixty (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Office OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0578-0013), Washington, D.C. 20503.

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FILED
Date 2-8-02
John R. Klaus
County Assessor

FEB 8 2002

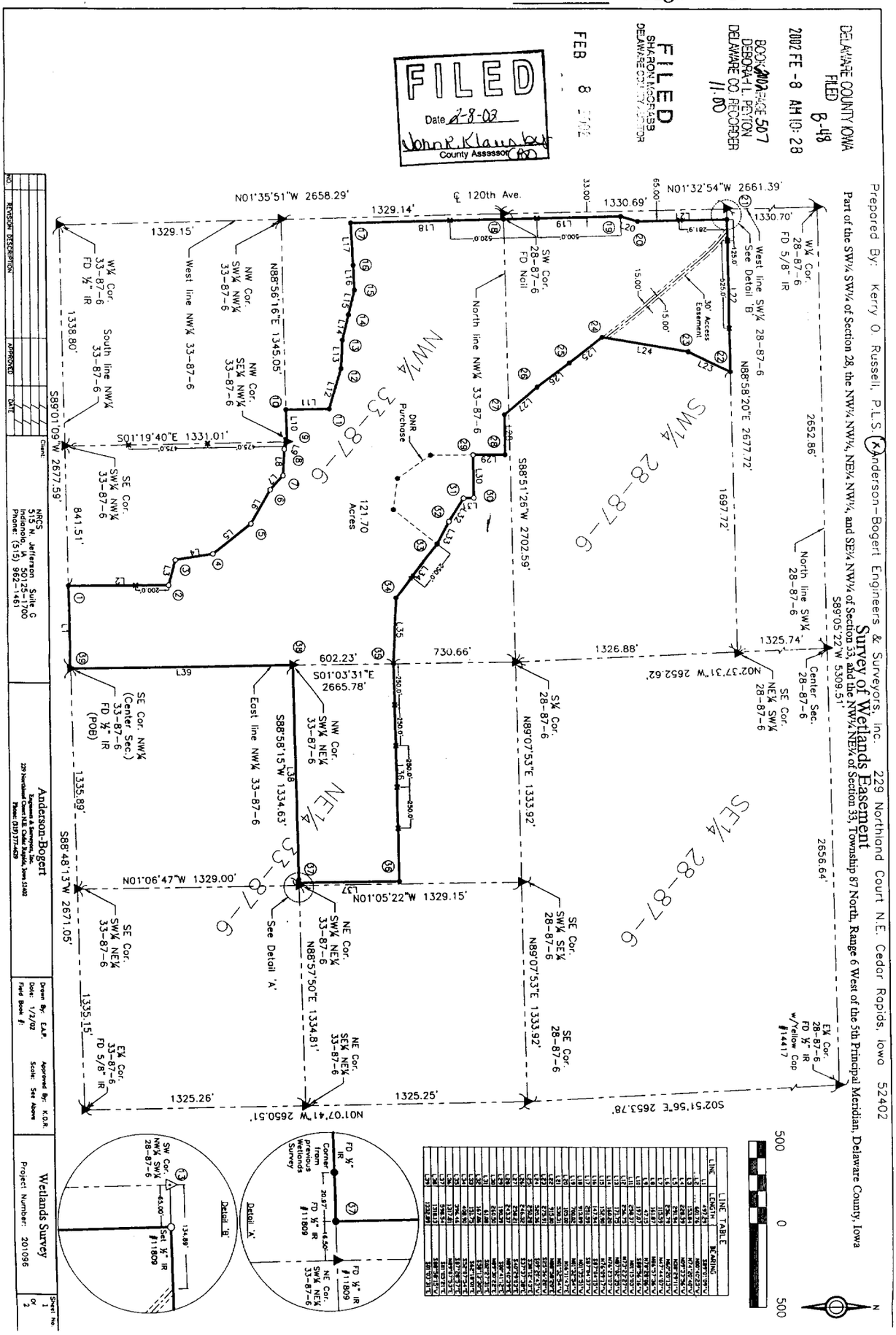
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SHARON MORRIS
DELAWARE COUNTY AUDITOR

DELAWARE COUNTY IOWA
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BOOK 200 PAGE 507
DEBORA L. PETTON
DELAWARE CO RECORDER
11.00

Prepared By: Kerry O. Russell, P.L.S. Anderson-Bogert Engineers & Surveyors, Inc. 229 Northland Court N.E. Cedar Rapids, Iowa 52402

Survey of Wetlands Easement

Part of the SW¼ SW¼ of Section 28, the NW¼ NW¼, NE¼ NW¼, and SE¼ NW¼ of Section 33, and the NW¼ NE¼ of Section 33, Township 87 North, Range 6 West of the 5th Principal Meridian, Delaware County, Iowa



LINE TABLE		
LINE	LENGTH	BEARING
L1	499.24'	S89°01'09"W
L2	200.00'	S01°19'40"E
L3	168.26'	S38°37'26"W
L4	228.39'	S60°23'26"W
L5	294.94'	S49°23'26"W
L6	135.35'	S64°23'26"W
L7	141.87'	S49°23'26"W
L8	197.37'	S38°36'34"E
L9	196.75'	S51°23'26"W
L10	294.37'	N87°13'03"W
L11	160.26'	N74°23'26"E
L12	134.90'	N51°23'26"E
L13	134.90'	N74°23'26"E
L14	135.35'	N51°23'26"E
L15	294.94'	N49°23'26"E
L16	228.39'	N60°23'26"E
L17	168.26'	N38°37'26"E
L18	499.24'	S89°01'09"W
L19	520.0'	S89°01'09"W
L20	281.9'	S89°01'09"W
L21	125.0'	S89°01'09"W
L22	225.0'	S89°01'09"W
L23	225.0'	S89°01'09"W
L24	125.0'	S89°01'09"W
L25	281.9'	S89°01'09"W
L26	520.0'	S89°01'09"W
L27	520.0'	S89°01'09"W
L28	250.0'	S89°01'09"W
L29	250.0'	S89°01'09"W
L30	250.0'	S89°01'09"W
L31	250.0'	S89°01'09"W
L32	250.0'	S89°01'09"W
L33	250.0'	S89°01'09"W
L34	250.0'	S89°01'09"W
L35	1697.72'	S88°51'26"W
L36	1338.81'	S88°58'20"W
L37	1332.81'	S88°58'20"W
L38	1334.63'	S88°58'15"W
L39	1335.89'	S88°48'13"W

NO.	REVISION DESCRIPTION	APPROVED	DATE

Client: NRCS, 515 N. Jefferson Suite G, Indianola, IA 50125-1700, Phone: (515) 962-1461

Anderson-Bogert, Engineers & Surveyors, Inc., 229 Northland Court N.E., Cedar Rapids, Iowa 52402, Phone: (319) 377-4629

Drawn By: E.A.P. Date: 1/2/02 Field Book #:
Approved By: K.O.R. Scale: See Above

Wetlands Survey
Project Number: 201096

Sheet No. 1 of 2

Exhibit A – Page 2 of 4

	Point No.	Latitude (Deg./Min./Sec.)	Longitude (Deg./Min./Sec.)	Northing (Meters)	Easting (Meters)
WGS 84 Datum Iowa North Zone Lambert Conformal Conic Projection UTM NAD 83 (Scale Factor= .999945703907)	1.	N42°18'12.9752"	W91°33'01.8993"	1091114.4378	1660725.4425
	2.	N42°18'18.9195"	W91°33'01.8087"	1091297.8427	1660723.2876
	3.	N42°18'19.3632"	W91°33'03.7669"	1091310.4964	1660678.1361
	4.	N42°18'21.5961"	W91°33'04.2027"	1091379.1419	1660666.5681
	5.	N42°18'23.8944"	W91°33'06.5499"	1091448.7944	1660611.1912
	6.	N42°18'25.0985"	W91°33'09.2516"	1091484.5129	1660548.4758
	7.	N42°18'25.8858"	W91°33'10.3660"	1091508.2082	1660522.4027
	8.	N42°18'26.0073"	W91°33'12.5140"	1091510.8248	1660473.1334
	9.	N42°18'26.1731"	W91°33'13.1005"	1091515.6296	1660459.5891
	10.	N42°18'26.1818"	W91°33'15.7232"	1091514.5160	1660399.5317
	11.	N42°18'28.7342"	W91°33'15.7191"	1091593.2497	1660397.8125
	12.	N42°18'29.5149"	W91°33'18.9703"	1091615.6190	1660322.8194
	13.	N42°18'29.6414"	W91°33'21.2498"	1091618.3195	1660270.5400
	14.	N42°18'30.0492"	W91°33'23.3099"	1091629.8136	1660223.0825
	15.	N42°18'30.4442"	W91°33'25.2740"	1091640.9662	1660177.8319
	16.	N42°18'30.4032"	W91°33'27.2422"	1091638.6619	1660132.7976
	17.	N42°18'30.3335"	W91°33'30.5893"	1091634.7514	1660056.2129
	18.	N42°18'39.3614"	W91°33'30.6489"	1091913.1966	1660048.4512
	19.	N42°18'46.2767"	W91°33'30.6867"	1092126.4863	1660042.6862
	20.	N42°18'47.2658"	W91°33'30.2662"	1092157.2188	1660051.6127
	21.	N42°18'52.5045"	W91°33'30.2949"	1092318.7984	1660047.2444
	22.	N42°18'52.4589"	W91°33'18.1161"	1092323.8010	1660326.0920
	23.	N42°18'50.0359"	W91°33'19.7981"	1092248.1741	1660289.3060
	24.	N42°18'44.9841"	W91°33'21.0796"	1092091.6718	1660263.5509
	25.	N42°18'43.0287"	W91°33'19.1312"	1092032.3824	1660309.5449
	26.	N42°18'41.0459"	W91°33'17.1384"	1091972.2692	1660356.5764
	27.	N42°18'39.0682"	W91°33'14.9680"	1091912.4094	1660407.6728
	28.	N42°18'39.0264"	W91°33'11.7293"	1091912.8270	1660481.8515
	29.	N42°18'37.1457"	W91°33'11.7573"	1091854.8003	1660482.5470
	30.	N42°18'37.1086"	W91°33'08.2905"	1091855.4849	1660561.9446
	31.	N42°18'36.5054"	W91°33'08.2744"	1091836.8860	1660562.7432
	32.	N42°18'35.6043"	W91°33'06.4117"	1091810.0727	1660606.0310
	33.	N42°18'34.8770"	W91°33'04.6456"	1091788.5721	1660646.9837
	34.	N42°18'32.3246"	W91°33'00.4276"	1091712.0563	1660745.3718
	35.	N42°18'32.0623"	W91°32'55.1629"	1091706.7581	1660866.0971
	36.	N42°18'31.9588"	W91°32'37.6245"	1091712.8473	1661267.7212
	37.	N42°18'26.0461"	W91°32'37.6574"	1091530.4458	1661271.1892
	38.	N42°18'26.1132"	W91°32'55.2047"	1091523.2301	1660869.3750
	39.	N42°18'12.9460"	W91°32'55.2815"	1091117.0326	1660876.9932

Legal Description

A parcel of land located in the SW¼ SW¼ of Section 28, the NW¼ NW¼, NE¼ NW¼, and the SE¼ NW¼ of Section 33, and the NW¼ NE¼ of Section 33, Township 87 North, Range 6 West of the 5th Principal Meridian, Delaware County, Iowa;
Beginning at the SE corner of the NW¼ of said Section 33;
Thence S89°01'09"W along the South line of the NW¼ of said Section 33 497.29 feet;
Thence N00°40'23"W 601.76 feet;
Thence N74°20'40"W 153.84 feet;
Thence N09°33'56"W 228.39 feet;
Thence N38°29'11"W 291.94 feet;
Thence N60°20'13"W 236.79 feet;
Thence N47°44'07"W 115.59 feet;
Thence N86°57'36"W 161.87 feet;
Thence N70°28'06"W 47.15 feet to the NW corner of the SE¼ of the NW¼ of said Section 33;
Thence S88°56'16"W along the South line of the NW¼ of the NW¼ of said Section 33 197.07 feet;
Thence N01°15'03"W 258.37 feet;
Thence N73°23'27"W 256.75 feet;
Thence N87°02'35"W 171.75 feet;
Thence N76°23'07"W 160.20 feet;
Thence N76°09'17"W 152.90 feet;
Thence S87°04'15"W 147.94 feet;
Thence S87°04'37"W 251.59 feet to the Easterly Right of Way of 120th Avenue;
Thence N01°35'51"W along said Easterly Right of Way line 913.89 feet to the North line of the NW¼ of said Section 33;
Thence N01°32'54"W along said Easterly Right of Way 700.02 feet;
Thence N16°11'47"E along said Easterly Right of Way 105.00 feet;
Thence N01°32'54"W along said Easterly Right of Way 530.31 feet to the North line of the S½ of the SW¼ of said Section 28;
Thence N88°58'20"E along said North line 915.00 feet;
Thence S25°56'20"W 275.91 feet;
Thence S09°20'43"W 520.36 feet;
Thence S38°12'43"E 250.28 feet;
Thence S37°37'38"E 246.32 feet;
Thence S40°29'03"E 258.21 feet;
Thence N89°40'39"E 243.37 feet;
Thence S00°41'12"E 190.39 feet;
Thence N89°30'22"E 260.50 feet;
Thence S02°27'31"E 61.08 feet;
Thence S58°13'30"E 167.06 feet;
Thence S62°18'01"E 151.75 feet;
Thence S52°07'54"E 408.90 feet;
Thence S87°28'57"E 396.46 feet to the East line of the NW¼ of said Section 33;
Thence N89°07'53"E 1317.81 feet;
Thence S01°05'21"E 598.54 feet to the South line of the NW¼ of the NE¼ of said Section 33;
Thence S88°58'15"W along said South line to the NW corner of the SW¼ of the NE¼ of said Section 33 1318.13 feet;
Thence S01°03'31"E along the East line of said NW¼ of said Section 33 1332.89 feet to the Point of Beginning, containing 121.70 acres (5,301,013 s.f.).

Legend

- Boundary Line
- Adjoining Lot Line
- Section Line
- Center Line
- Easement Line
- Found 1/2" Iron Rod w/Cap #11809 unless otherwise noted
- Set 1/2" Iron Rod w/Cap #11809 (point on line)
- Set 1/2" Iron Rod w/Cap #11809 ○
- Set Section/Quarter Corner △
- Found Section/Quarter Corner w/ 1/2" Iron Rod w/Yellow Cap #11809 unless otherwise noted ▲
- Measured (M)
- Recorded (R)

Acreages

SW¼ SW¼ 28-87-6	25.89 Acres
NW¼ NW¼ 33-87-6	30.50 Acres
NE¼ NW¼ 33-87-6	26.77 Acres
SE¼ NW¼ 33-87-6	20.37 Acres
NW¼ NE¼ 33-87-6	18.17 Acres
Total	121.70 Acres

Proprietors:	Michael J. & Karen L. O'Hara
Telephone Number:	(319) 832-2553
Mailing Address:	3272 120th Ave. Ryan, IA 52330

KERRY O. RUSSELL LICENSED #11809 IOWA LAND SURVEYOR

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 DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: DATE: 2/5/02

KERRY O. RUSSELL IOWA REG. NO. 11809

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2003

PAGES OR SHEETS COVERED BY THIS SEAL: 1 & 2

NO.	REVISION DESCRIPTION	APPROVED	DATE

Client: NRCS, 515 N. Jefferson Suite G, Indianola, IA 50125-1700, Phone: (515) 962-1461

Anderson-Bogert, Engineers & Surveyors, Inc., 220 Northland Court N.E. Cedar Rapids, Iowa 52402, Phone: (319) 377-4629

Drawn By: E.A.P. Approved By: K.O.R. Date: 1/2/02 Scale: See Above Field Book #:

Wetlands Survey, Project Number: 201096

Sheet No. 2 of 2

RECEIVED

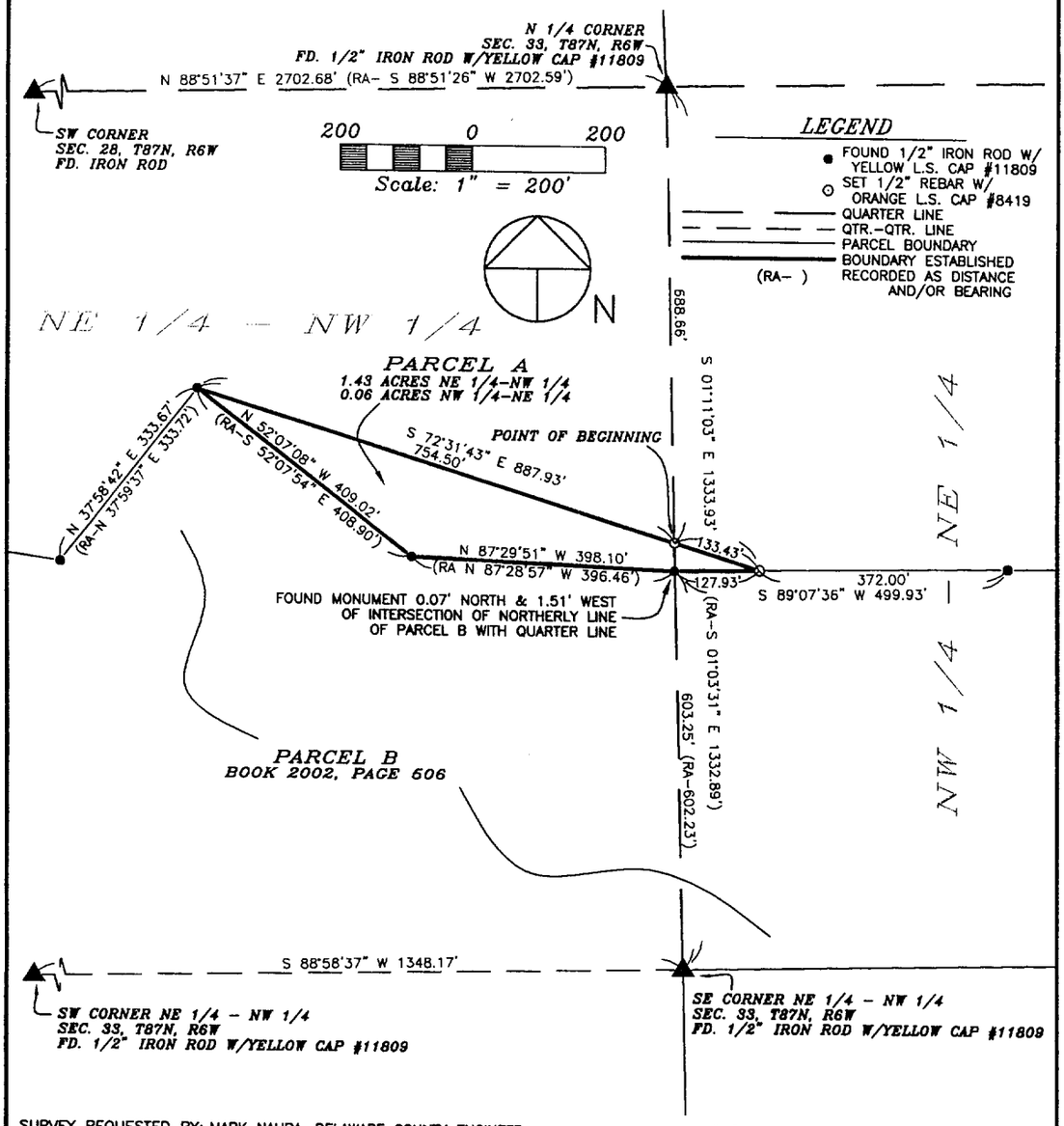
AUG 2 2002

DELAWARE CO. ENGR.

PREPARED BY: J DAVID GIBBS; 105 W. MAIN ST., MANCHESTER, IA 52057 563-927-2434

PLAT OF SURVEY

PARCEL A, PART OF THE NE 1/4–NW 1/4 & PART OF THE NW 1/4–NE 1/4 SEC. 33, T87N, R6W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA



SURVEY REQUESTED BY: MARK NAHRA, DELAWARE COUNTY ENGINEER

SURVEYED ON: 7/8/2002

PROPRIETORS:
MICHAEL J. O'HARA & KAREN L. O'HARA

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 DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

J. DAVID GIBBS, P.E., L.S. LIC. #8419 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2002

PAGES OR SHEETS COVERED BY THIS SEAL:1

GIBBS ENGINEERING & SURVEYING
105 WEST MAIN STREET
MANCHESTER, IA 52057

PROJECT NO. 02-38
SCALE: 1"=200'
DATE: 7/17/2002
DRAWN BY: RLR
CHECKED BY: JDG
FIELD BK: D.L.
REVISED
SHEET 1 OF 2

LEGAL DESCRIPTION:

***PARCEL A**, PART OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) AND PART OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-THREE (33), TOWNSHIP EIGHTY-SEVEN NORTH (T87N), RANGE SIX WEST (R6W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA*, containing a total of 1.49 acres, subject to easements of record, and more particularly described by metes and bounds as follows;

COMMENCING at the North Quarter Corner of Section Thirty-three (33), Township Eighty-seven North (T87N), Range Six West (R6W) of the Fifth Principal Meridian, Delaware County, Iowa;

THENCE along the Easterly Line of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of said Section Thirty-three (33), South 01° 11' 03" East, 688.66 feet to the **POINT OF BEGINNING**;

THENCE South 72° 31' 43" East, to the Northerly Line of Parcel B, as recorded in Book 2002, Page 506 in the Office of the Delaware County Recorder, 133.43 feet

THENCE along the Northerly Line of said Parcel B, South 89° 07' 36" West, to the Easterly Line of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of said Section Thirty-three (33), 127.93 feet;

THENCE continuing along the Northerly Line of said Parcel B, North 87° 29' 51" West, 398.10 feet;

THENCE continuing along the Northerly Line of said Parcel B, North 52° 07' 08" West, 409.02 feet;

THENCE South 72° 31' 43" East, 754.50 feet to the **POINT OF BEGINNING**;

Containing a total of 1.49 acres, and subject to easements of record.

The Northerly Line of the Northwest Quarter (NW ¼) of Section Thirty-three (33), Township Eighty-seven North (T87N), Range Six West (R6W) of the Fifth Principal Meridian, Delaware County, Iowa is assumed to bear North 88° 51' 37" East.