

AGENDA
REGULAR DRAINAGE MEETING
Wednesday, February 19, 2020 9:30 AM

1. Open Meeting
2. Approve Agenda
3. Approve Minutes

Documents:

[02_12_20 - DRAINAGE MINUTES.PDF](#)
[DD 34 LANDOWNER MTG MINUTES 02_12_20.PDF](#)

4. DD 9 - Discuss W/ Possible Action - ROW Easement

Documents:

[DD 9 - SAILER ROW EASEMENT 2_12_20.PDF](#)

5. DD 25 - Discuss W Possible Action - Crop Damage Claim Update

Documents:

[DD 25 - CROP DAMAGES -JASON MARTIN-REVISED 02-13-20.PDF](#)

6. DD 55-3 - WO 201 - Discuss W Possible Action

Documents:

[CONSENT LETTER - RAILROAD.PDF](#)
[CONTRACTORS RIGHT OF ENTRY AGREEMENT RAILROAD.PDF](#)

7. DD 56 - WO 3 - Discuss W Possible Action - Reclassification Report

Documents:

[DD 56 RECLASSIFICATION REPORT \(DD 56 EAST AND WEST\) 2_17_20.PDF](#)

8. DD 25 WO1 - Discuss W/ Possible Action, Update On RR Crossing

Documents:

[DD 25 - UPRR REVISED PERMIT 02_11_20.PDF](#)

9. Other Business
10. Adjourn Meeting

REGULAR DRAINAGE MEETING
February 12, 2020 9:30 AM

2/12/2020 - Minutes

1. Open Meeting

Hardin County Drainage District Chairperson, Lance Granzow opened the meeting. Also present were Trustee BJ Hoffman; Trustee Renee McClellan; Lee Gallentine of Clapsaddle-Garber Associates; Landowner Brent Friest; Landowner Calvin Hyland; Landowner Robert Lee; and Drainage Clerk, Denise Smith.

2. Approve Agenda

Hoffman motioned to approve the agenda. Second by McClellan. All ayes. Motion carried.

3. Approve Minutes

Hoffman motioned to approve the minutes to Regular Drainage Meeting dated 02-05-2020. Second by McClellan. All ayes. Motion carried.

4. Approve Claims For Payment

Motion by Hoffman to approve claims for payment with pay date of Friday, February 14, 2020. All ayes. Motion carried.

DD 26 WO 266 - For Prof Serv 8/23/2019 to 1/31/2020	Clapsaddle-Garber Assoc	\$ 673.70
DD48 WO274 - For Prof Serv 11/30/19 to 1/31/20	Clapsaddle-Garber Assoc	\$ 573.70
DD38 WO231 - For Prof Serv 06/21/19 to 1/31/20	Clapsaddle-Garber Assoc	\$ 153.00
DD1 WO244 - Const. Observ for D35 Rd Crossing	Clapsaddle-Garber Assoc	\$ 346.95
DD165 WO232 - For Prof Serv 9/27/19 to 1/31/20	Clapsaddle-Garber Assoc	\$ 312.75
DD131 WO275 - Inv Main Tile Blowout Svcs to 1/31/20	Clapsaddle-Garber Assoc	\$1,037.20
DD72 WO71 - For Prof Svcs to 1/31/20	Clapsaddle-Garber Assoc	\$ 202.50
DD31 WO278 - Blowout Repair Svcs to 1/31/20	Clapsaddle-Garber Assoc	\$ 754.50
DD86 WO 252 - For Prof. Svcs 11/30/19 to 1/31/20	Clapsaddle-Garber Assoc	\$2,794.90
DD9 WO229 - For Prof Svsc 9/27/19 to 1/31/20	Clapsaddle-Garber Assoc	\$1,030.75
DD25 WO1 - Prof Servs After 11/30/19 to 1/31/20	Clapsaddle-Garber Assoc	\$ 198.20
DD25-WO1 - UPRR Comm. SVCS After 11/30/19-1/31/19	Clapsaddle-Garber Assoc	\$ 572.75
DD34 WO189 - For Prof Svcs 9/27/19 to 1/31/20	Clapsaddle-Garber Assoc	\$ 401.90
DD52 WO215 - For Prof. Serv's 8/23/2019 to 1/31/20	Clapsaddle-Garber Assoc	\$4,274.55
DD55-3 WO 201 - For Prof Svcs 8/23/19 to 1/31/20	Clapsaddle-Garber Assoc	\$2,161.15
DD55-3 WO224 - For Prof Svcs 8/23/19 to 1/31/20	Clapsaddle-Garber Assoc	\$7,903.00
DD 55 Div 3 - Wetlands Mtg Atndc- Svcs to 1/31/20	Clapsaddle-Garber Assoc	\$ 569.35
DD100 WO248 - For Prof Svcs 5/31/19 to 1/31/20	Clapsaddle-Garber Assoc	\$2,203.25
DD109 WO269 - For Prof. Svcs to 1/31/20	Clapsaddle-Garber Assoc	\$ 898.70
DD119 WO 249 - For Prof Svcs 7/26/19 to 1/31/20	Clapsaddle-Garber Assoc	\$1,653.55
DD128 WO279 - For Prf. Svcs to 1/31/20 Inv. Wet Spot	Clapsaddle-Garber Assoc	\$ 622.90
DD143 WO 167 - For Prof Svcs 8/23/19 to 1/31/20	Clapsaddle-Garber Assoc	\$ 297.50
DD143 - Survey ROW Report- Svcs 10/31/19 to 1/31/20	Clapsaddle-Garber Assoc	\$4,129.25
DD143 - Splmnt to Eng. Report -Svcs to 1/31/20	Clapsaddle-Garber Assoc	\$2,746.20
DD154 WO277 - For Prof Svcs to 1/31/20	Clapsaddle-Garber Assoc	\$1,019.25
DDH-S 35-1 WO240 - For Prof Svcs to 2/06/20	Clapsaddle-Garber Assoc	\$2,774.70
DD 106 WO268 - For Prof Svcs 9/27/19 to 2/06/20	Clapsaddle-Garber Assoc	\$1,059.90

5. DD 25 WO1 - Discuss W/ Possible Action, Update On RR Crossing

DD 25 WO 1 - Gallentine received a revised crossing permit from the Railroad, allowing for construction of drainage district tile crossing near Garden City.

Motion by Hoffman to instruct Drainage Clerk Smith to have Mike Richards initiate documentation of notice to commence construction on DD 25 WO 1 to the Railroad. Second by McClellan.

Gallentine stated he will send McDowell a copy and ensure that the Railroad is given proper notice before contractor is on-site so that the RR can staff it adequately for the RR's required observation.

6. DD 48 WO 274 - Discuss W/ Possible Action, Investigation Summary

DD 48 - This was a request from Larry Dugan that starts north of Hwy 20, west of the Iowa Falls interchange and ends up near the landfill. Dugan indicated that the open ditch was meandering and requested a repair. CGA went to investigate and spoke with Dugan, investigation reveals that the banks are eroding and sloughing in a little bit, the ditch bottom itself is meandering. The ditch channel is starting to get silt built up on the sides, CGA did not take shots of the area and only looked through Dugan's ground, and did not investigate any where else, so it is unclear if this is happening along the whole open ditch or not.

CGA recommends that they go out and do a further large scale investigation, that is not what Dugan is asking for, he just wants some small issues fixed on his ground, however it appears to CGA that there are bigger issues on DD 48. Gallentine noted that whether we do the large scale investigation or not, something needs to be done in Dugan's area, although it is unclear if those repairs would be lasting without addressing the whole ditch.

Hoffman stated we need to get to the root of the problem. It was discussed that previously the landowners did not want to spend the money to fix issues, but opted to be frugal.

Hoffman motioned to have CGA go out and do further investigation to determine what the root of the problems are and report back. Second by McClellan. All ayes. Motion carried.

7. DD 55-3 Lat 9 WO 224 - Discuss W/ Possible Action - Repair Summary

DD 55-3 Lat 9 - This is an outlet that was plugged with tree roots under the road, and it was debated whether it was private or district tile. Scott Thompson went out with a landowner and did some excavation and it was determined that there were two tile that shared an outlet. Repair was started at the open ditch, under the road it started with rusty pipes at the ends, then there was some poor condition clay tile, then even poorer condition concrete pipe, all which was full of tree roots. The existing pipe was a hodge podge of 10" and 12" pipe, which was replaced with 12" pipe throughout. It has all been fully replaced, and the work order is complete. Contractor Seward completed the work along with the tree removal.

It was determined that the second tile was private tile, which shares a single outlet. Granzow asked if the second, private tile should be annexed into the district or if the private tile needs it's own outlet. Gallentine noted that it was unclear where the secondary tile goes, he is only aware of the 100' within the roadway. Gallentine stated that the private tile lies right on the edge of the district. Granzow stated they should not be connected to district tile, Gallentine agreed and stated that is how they found it so they reconnected it to the district tile. Gallentine noted that the private tile could be annexed in or you could notify the landowner they need their own outlet, which would need to go across the road, and would end up being the county's cost under Secondary Roads anyway. It was discussed that is probably why it was connected this way, it was agreed to leave it as is at this time. Gallentine note that part of this cost should be shared with Secondary Roads and the invoices would need to be split with Secondary Roads.

CGA recommends that at this time of year the contractors do their best to back fill and put frozen dirt on top, after it thaws in the spring it may need leveled, hopefully landowners can do that on their own but he wanted to make the Trustees aware of that. Work was barely into the grassy edge of the field on the south end, on the north work was mainly grass area, but Gallentine wants to make it known it may need a touch up later. Trustees will wait to see if it resolves itself in the spring rather than sending CGA out again. Gallentine noted that there was some rock and concrete pieces, which the contractor set to the side to use around the new outlet, it needs to be verified that the contractor actually did that as CGA left the site before that was done. CGA also recommends it be monitored for future tree growth as this was installed with gasketed pipe, and the tree roots are very invasive, and suggested it could be added to Seward's spraying list.

Motion by Hoffman to add the area noted in this WO 224 to the spraying contract with Adam Seward on DD 55-3 Lat 9. Second by McClellan. All ayes. Motion carried.

Gallentine stated there was snow on the ground and CGA did not search out the investigative holes dug by landowners, and asked if the Trustees would like to notify the landowners that they need to fill those holes themselves. Gallentine noted that the holes were not in the farm field, but mostly in the grassy areas.

Motion by McClellan to have the Drainage Clerk to send a letter to the landowners notifying them that the work order is complete and to have the landowners fill their investigative holes. Second by Hoffman. All ayes. Motion

carried.

8. DD 55-3 Lat 12 WO 201 - Discuss W Possible Action - Repair Summary

DD 55-3 Lat 12 - Lateral 12 crosses the Union Pacific Railroad, there were complaints of poor drainage by the upstream landowner, several years ago, it was investigated on the east side of the crossing and the pipe was half full of mud, silt and rock, and there was a small mulberry tree growing at the pipe outlet. CGA contacted the UPRR and asked for permission to jet the tile, the UPRR would not grant permission to jet tile under any tracks. The Trustees had authorized investigation on the west side of the crossing to see if they could find anything different than the investigation on the east side showed. It was dug on the west, there were some very large cottonwood trees nearby. There was an attempt to televise the pipe, which did not go too far, because there was a large cottonwood tree growing into the tile, so they could not get very close to where the tracks were located. It could not be gotten to from either side of the tracks to televise. It was clay tile under the tracks and someone had dug in a single wall tee to private tile. If it was a normal location, CGA would recommend a jet cleaning of roots, but since the UPRR will not allow that, the only solution left is to replace the crossing. That replacement costs for this crossing would be over the \$50,000 threshold, anything over \$50,000 of repairs would require a hearing.

Gallentine noted that he wanted to bring to the Trustees attention, that there is a box culvert that goes under the tracks that belongs to the Railroad for surface water, drainage, it has a significant failure in the roof of the box culvert. It can barely be seen from the surface of the tracks, however when viewed from inside the box culvert a large 4' to 6' section of concrete has fallen out of the roof of the box culvert. CGA recommends the Trustees contact Union Pacific immediately, before the failure causes a train derailment. Smith noted that Larry Hinneman reported the damage to the Drainage Clerk, who reported it to CGA. Landowner Robert Lee stated that Sheldahls had done some work in the area and reported it to landowner Larry Hinneman. Lee stated he was aware that Larry Hinneman had reported it to the RR in December, but was unaware if the RR had fixed the box culvert yet. CGA's obligation is to protect the general public, the Trustees concurred that was their mission as well.

Hoffman motioned that we inform the RR of the request to jet clean the pipe, with an alternative to replace the crossing, and to inform the RR of the potential hazard in the damaged box culvert. Second by McClellan. All ayes. Motion carried.

Gallentine noted that the cotton trees on the west were leaning towards the tracks, and contractor Seward was not too excited to cut those down as they may fall towards the tracks, but he did bore into the trees and poisoned the trees, which should halt root growth.

9. DD 86 - Discuss W Possible Action - Engineer's Report On Main Tile Repairs

DD 86 - Smith stated this was on the agenda this week, as it was discussed at the continuation of the DD86 hearing on Feb. 5, 2020, that there was interest in requesting a reclassification report prior to tree removal as a possible option. Granzow states that a new classification should be done first, before tree removal. Granzow stated that after a new classification, he would like to see what landowners would like to do for repair based on their new costs. Granzow feels the 100 year classification is inaccurate and that landowners want to know what their costs would be in a new classification.

Hoffman motioned for CGA to initiate a reclassification on DD 86. Second by McClellan. All ayes. Motion carried.

Gallentine asked if the Trustees would like just the main tile included in the reclassification or the main tile and laterals. Granzow stated the main tiles and laterals should be included in the reclassification. It was noted that in part of last week's discussion, Granzow wanted to do all the work in one shot, and Hoffman leaned towards just doing work in the railroad right of way. Hoffman did not want to supplant or pull apart the dollar amount, it was just to get the work done as it will need to be done sooner or later, and doing it in 2 sections would get something done. Granzow stated if we do reclassify, the landowners will better know what their costs are moving forward and may feel more comfortable in having the work done. Most of the trees at issue are in the railroad property.

Gallentine stated the reclassification may depend on travel schedule of the Drainage Commissioners, but estimated the report may take 3 to 6 months before finalized.

10. DD 165 - Set Election Date, Appoint Judges And Clerks

DD 165 - Hoffman moved, McClellan seconded to set the date of election for March 28, 2020, from 1:00 PM to 5:00 PM with the location of the election being at 10123 S Ave. Ackley, IA 50601 (Bill Ibeling's Home). Appointing judges for the election as Bill Ibeling, Kenny Smith, and Doris Ibeling and the clerks as Mary Smith and Jolene Ibeling. All ayes. Motion carried.

11. Other Business

DD 143 Hearing scheduled for March 25, 2020; Smith asked if the Trustees would like to have Mike Richards of Davis Brown Law present, either in person or by phone, for the hearing. Hoffman stated this project has a large scope and impact that he thinks we should have legal present for the hearing. Landowner Calvin Hyland stated he would not have a problem with legal being present. Granzow stated having legal, and everyone there that we can, to answer landowner questions would be helpful.

Motion by Hoffman to have Drainage Clerk Smith contact Mike Richards and see if he is available to be present in person for the hearing, and if not to be present in person to be available via electronic communication. Second by McClellan. All ayes. Motion carried.

DD 56 -Gallentine met with the other Drainage Commissioners for the last time yesterday, so the reclassification report or DD 56 should be available next week.

12. Adjourn Meeting

Granzow kept the meeting open to continue into DD 34 WO 189 Landowner's Meeting following regular drainage meeting - see DD 34 WO 189 Landowner's Meeting Minutes for continuation.

Upon conclusion of the DD 34 WO 189 Landowners Meeting, there was a motion by Hoffman to adjourn, second by McClellan. All ayes. Motion carried.

**DRAINAGE DISTRICT 34
LANDOWNERS MEETING
FEBRUARY 12, 2020 10:00 AM**

2/12/2020 - Minutes

1. Open Meeting

Hardin County Drainage District Chairperson, Lance Granzow opened the meeting. Also present were Trustee BJ Hoffman; Trustee Renee McClellan; Lee Gallentine of Clapsaddle-Garber Associates; Landowner Brent Friest; Landowner Calvin Hyland; Landowner Robert Lee; and Drainage Clerk, Denise Smith.

2. Approve Agenda

Motion by Hoffman to approve the agenda. Second by McClellan. All ayes. Motion carried.

3. Introductions/Attendance

Introductions were made and attendance verified.

4. Explanation Of Repair Summary

Gallentine stated that the issues in DD 34 have been ongoing with wide butt joints on existing concrete main tile. This supplemental tile was installed in 2001. The original main tile and supplemental main tile was pulled out for a distance of 1,000', since then there have been reports of sinkholes and blowouts to the north. Brent Friest stated those sinkholes have been recurring and you just get used to working around them. Gallentine noted two of these repairs were on the concrete supplemental tiles, the 36" and 24" pipe, one repair was on the original clay tile, but most of the repairs have been on the supplemental tile. It was discussed in previous meetings, that the Trustees would like landowner input as to whether the landowners would like to continue with repairs on an as needed basis or address a larger scale project.

5. Comments/Discussion

Robert Lee asked how many holes were fixed in the last repair. Gallentine stated repairs were done in three locations this last time, and they have been repaired. There have been no new reports of additional issues. Gallentine stated they have addressed wide joints with tile fabric over the joints, covered with wire mesh and concrete collared over the joint. Gallentine noted that where the supplemental tile had been laid in a curve, the original install made the curves too sharply with the butt joint pipe, which resulted in wide joints or gaps. Robert Lee stated that he looked over the install of the supplemental tile when it was laid, and said a terrible job was done. Gallentine stated it was Schaney Construction out of Graettinger, IA that did the installation. He noted that they did put fabric over the joints, but the fabric was too narrow and was sucked down into the joints. Robert Lee stated there should have been better oversight at the time.

Gallentine discussed that like most projects, there was a bid letting, an apparent low bidder gets the bid, there should be someone out in the field watching it, work gets completed, there is a completion hearing held and if there are issues they can be brought forward, the process hasn't changed, however the Trustees have CGA on-site the majority of the time on repairs and new projects now. Hoffman stated that this was to ensure quality of both product and workmanship. There was a project this last year, in which a large amount of pipe was rejected due to quality issues thanks to on-site oversight. The construction observer helps provide oversight on quality of product, workmanship and helps update the records by shooting GPS points to make sure there is a more accurate record of what is going in and where it is located. Gallentine stated that they no longer allow butt joint concrete pipe installations, everything now is bell and spigot, not that it is foolproof but it would have solved all these problems. Hoffman appreciates the question of why the construction observer is valuable because over the last few projects, the construction observer makes notes as to when the contractor goes off-site, even when he himself goes to lunch, the observer notes when they are waiting for product delivery, the construction observer's details helps ensure the checks and balances of the system work. Gallentine noted that if this project followed the typical timeline used back in the day, the observer probably just stopped in once a day, CGA is there on site all day now.

Granzow states we often put televising requirements in bids as an option, for after construction completion so they are aware of any issues and those issues can be addressed by the contractor before the warranty expires. Hoffman stated there are some districts that will designate a landowner to observe construction rather than utilizing CGA, and have that landowner do an observation every 6 months to report back any issues before the warranty expires. Hoffman noted that some districts have landowners that are very involved and other districts do

not, they may have landowners that live out of state, and ask to have CGA inspect 6 months before a warranty expires. Gallentine stated that CGA has even used mandrel testing to make sure plastic tile has not deformed.

Calvin Hyland asked who had done repairs on the blowouts. Gallentine stated that most repairs have gone to the lottery system, and are charged hourly for repairs, Handsaker of Hands On Excavating did this repair. Hoffman noted that even on lottery jobs for tile repair or tree removal, there is still a construction observer on site, making sure the work is being done correctly. In tree removal, you may wonder why an observer is needed, Hoffman read in observation notes, that the construction observer noted the contractor was treating the stumps after trees were cut, and although that step would be easy to skip over, this is just another check and balance to ensure work is done properly. The cost for the construction observer is smaller upfront, than the cost of additional repairs on the back end. Robert Lee asked if the construction observer was on site for this repair. Gallentine stated, yes they were, and that all of the photos and GPS points in the repair summary come from CGA's observer.

Robert Lee asks if they put cement in on top of the repairs. Gallentine stated they cemented just at the joints, and if they joined a new plastic pipe to an old cement pipe. The contractor installed the fabric over the joints, then the wire mesh and cemented over the joints so the two pipes don't start shifting. Robert Lee asked about how the elbows were connected. Gallentine stated they concreted all the wide joints.

Granzow asked if there were any other issues the landowners would like addressed on this project. Friest stated he thought they had addressed everything that needed fixed, and that had they been addressed 10 years ago we would have been money ahead. Robert Lee stated they should just keep fixing problems as they arise, and stated that he had spoken to other landowners who could not attend today and they said fix as needed, landowner Hyland agreed. Hyland asked if the only other option was to dig up the remaining tile and replace it. Gallentine stated the existing tile could be all dug up and have the concrete collars added, or a large plastic sleeve could be added to the top of the pipe, but it would still require exposing the whole length of the tile line. Friest stated we had addressed most of the curves now and predominant issues that have cropped up, so we should be good now. It was discussed that some of the original concrete tile may have been damaged when the pipes were rolled off the truck.

It was discussed that Indian Creek was 2-1/2 miles north of the highway back in 1892, and it may have been filled in when the tile was installed, the predominant thinking at that time, was the creek could be filled in, it will still drain and the farmer could farm all that land. Hyland asked if there was a map available from the 1892 era. Smith will check the files and see if one exists and make a copy available to Calvin Hyland.

6. Possible Action

It was agreed by all that any new issues or repairs would be addressed on an as needed basis, as they arise.

7. Other Business

Granzow motioned to adjourn. Second by Hoffman. All ayes. Motion carried.

8. Adjourn Meeting

**TILE LINE EASEMENT AGREEMENT
(Recorder's Cover Sheet)**

Preparer Information:

Ryan L. Haaland, Davis Brown Law Firm, 2605 Northridge Parkway, Ames, IA 50010
(515) 288-2500

Return Document to:

[Insert]

Name of Grantor:

Ronald Sailer & Catherine Sailer, 302 W. Ionia, PO Box 371, Radcliffe, IA 50230

Name of Grantee

Trustees of Drainage District No. 9, Hardin County, Iowa

Legal Description:

See Exhibit A

1.3 Erection of Structures Prohibited. Grantor shall not erect or construct any building, structure or other improvement in the Easement Area which will interfere with the operation of the tile drainage line without obtaining Grantee's prior written approval.

1.4 Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area in a manner that materially obstructs or impedes the operation of the tile drainage line without obtaining Grantee's prior written approval.

1.5 Right of Access. Grantee and its agents, contractors, and representatives (the "Related Persons") shall have the right to enter onto the Easement Area in order to repair, replace or fix the drain tile line.

1.6 Indemnification. Subject to Section 1.7, below, as part of the consideration for the easement rights granted herein, Grantee hereby agrees to defend, indemnify, and hold Grantor harmless from any and all claims, lawsuits, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, asserted against or incurred by Grantor due to any injury occurring to persons or property and arising from or related to the use of the Easement Area by Grantee or any Related Person, except to the extent caused by Grantor's intentional, reckless, or negligent acts, or the intentional, reckless, or negligent acts of Grantor's tenants, invitees, licensees, contractors, agents, and representatives.

1.7 Future Connections. As part of the consideration of this Agreement, Grantor and Grantee agree that Grantor shall be permitted to connect his future or existing private tile line to the tile line constructed by Grantee, subject to the prior written consent of Grantee, which shall not be unreasonably withheld. Grantor shall bear the cost related to any future connection as contemplated by this Section 1.7, and shall hold Grantee harmless therefrom.

ARTICLE II MISCELLANEOUS

2.1 Enforcement. Any party to this Agreement may enforce it against another party by seeking injunctive relief, specific performance, or any other remedy available at law or in equity. The parties agree that, in the event of a default by any party under the terms of this Agreement, the other parties will be irreparably harmed and such parties' damages will be extremely difficult or impossible to ascertain or quantify with precision. The parties specifically agree that, in the event of a default by any party under the terms of this Agreement, the other parties shall be entitled to specific performance to enforce the terms of this Agreement, including, without limitation, the right to obtain a temporary or permanent injunction without the requirement of a bond, in addition to any other remedy that may be available at law or in equity. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs of litigation, including, without limitation, reasonable attorney's fees.

2.2 Binding Effect. This Agreement shall run with the land, and shall inure to the benefit of, and be binding upon, the parties hereto, their tenants and their respective heirs, personal representatives, successors, mortgagees, and assigns.

EXHIBIT A

LEGAL DESCRIPTION OF THE SAILER PROPERTY

The South Twenty-nine (29) acres of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), AND The Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4), all in Section One (1), Township Eighty-eight (88) North, Range Twenty-two (22) West of the 5th P.M., Hardin County, Iowa, except existing railroad in the Southeast Corner of the said NE1/4 of the SE1/4.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR: Ronald Sailer

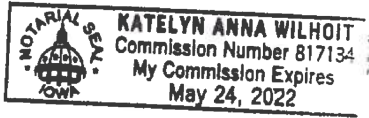
GRANTOR: Catherine Sailer

[Signature]
(Signature)

[Signature]
(Signature)

STATE OF IOWA)
) SS:
COUNTY OF HARDIN)

This instrument was acknowledged before me on the 7 day of February, 2020 by Ronald Sailer and Catherine Sailer, husband and wife.



[Signature]
_____, Notary Public

[Signature Page Continues on Next Page]

FILED

FEB 12 2020

HARDIN COUNTY AUDITOR

Hardin County Drainage Claim for Damages

Claim # _____ District # DD 25 Work Order # 209 + 001
 Township Concord Section 35-27 Twp 86 Rge 22 Qtr Sec 27
 Parcel Tax IDS 86-22-27-100-004 - W0209 86 22 35
86-22-35-100-001 - W01
 Name Jason Martin
 Address 1771A 260th St Hubbard IA 50122
 Phone 641 485 9330
 Email Address jasonmar@netins.net
 Landowner (if different) Dennis Starleaf, Lee Coburn

Claim Type

Crop Damage

Crop Year <u>2019</u> Type of Crop <u>Bean</u> # Acres Damaged <u>.5 acres</u> Yield Per Acre <u>50bu</u> Unit Value \$ <u>9.00</u> /bushel	CGA Reports .54 acres	Crop Year <u>2019</u> Type of Crop <u>Corn</u> # Acres Damaged <u>1.5 acres</u> Yield Per Acre <u>190bu</u> Unit Value \$ <u>3.80</u> /bushel	CGA Reports .14 acres
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Fence Damage $.54 \text{ acres} \times 50 \text{ bu/acre} = 27 \text{ bu}$
 $27 \text{ bu} \times \$9.25/\text{bu} = \249.75

$.14 \text{ acres} \times 190 \text{ bu/acre} = 26.6 \text{ bu}$
 $26.6 @ \$3.90/\text{acre} = \103.74

Outlet Damage

Other: _____

Desired Compensation

Monetary Payment

Repair of Damages

Other: _____

Total Amount Claimed

Crop Damages (Acres X Yield X Unit Value) \$ 225 <u>\$249.75</u>	\$ <u>1083</u> <u>\$103.74</u>
Other Damages (Fence, Outlet, Etc) \$ _____	

Claimant Signature Jason Martin Date 1-15-20

$\$249.75$
 $\$103.74$
 $\$353.49$

For Office Use Only	
Total Amount Approved \$ _____	
Approved Signature _____	Date _____



AUDIT 293470

CONSENT LETTER

June 10, 2019
Folder: 03141-19

FILED
JUN 14 2019
HARDIN COUNTY AUDITOR

Tina Schlemme
Deputy Auditor / Payroll
Hardin County Board of Supervisors
1215 Edgington Avenue, Suite 1
Eldora, Iowa 50627

Ms. Schlemme:

Please refer to Hardin County Board Of Supervisors, (hereinafter the "Utility") application for a maintenance on a drainage tile at Mile Post 128.84, on the Mason City Subdivision, at or near Radcliff, Hardin County, Iowa requesting approval from Union Pacific Railroad Company (hereinafter the "Railroad Company) to inspect, root clean, and jet the existing lateral tile. Attached hereto is a Railroad Location Print marked **EXHIBIT A**, each attached hereto and hereby made a part hereof, which illustrate the location and specifications of the subject project.

This letter will serve as notification that the Railroad Company approves of your above stated intentions.

It is understood and acknowledged that the Utility shall reimburse the Railroad Company for all expenses incurred by the Railroad Company for employment of flagmen, inspectors and other employees required to protect the right of way and property of the Railroad Company from damage arising out of and/or from the work on the utility line. The Utility shall reimburse the Railroad Company for such expenses within thirty (30) days after presentation of bill for such expenses.

This consent for work will expire one (1) year from the date hereof. If the work is not completed by the date herein you must contact the Railroad Company and request an extension of this Consent Letter.

If a contractor is to do any of the work performed on or about the Railroad Company's property, then Utility shall require its contractor to execute the Railroad Company's form Contractor's Right of Entry Agreement, **EXHIBIT B**. Utility acknowledges receipt of a copy of Contractor's Right of Entry Agreement and understanding its term, provisions and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Utility's contractor be allowed on or about the Railroad Company's property without first executing the Contractor's Right of Entry Agreement.

In order to protect the operations of the Railroad Company as well as for safety reasons, it is imperative that the Utility notify our field representatives at the following offices:

<p>Railpros Flagging up.info@railpros.com (877) 315-0513 x 116</p>	<p>Zachery L. Chaney MGR I SIGNAL MNTCE Phone: 402-690-8287 zlchaney@up.com</p>
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no less than ten (10) days in advance of any construction on, along, or across the Railroad Company's right of way and/or tracks.

The Railroad Company has authorized the installation of fiber optics cable facilities on its property in certain areas. Prior to using the Railroad Company's property covered herein, you must contact the Railroad Company at **1-800-336-9193** to determine if a fiber optic cable is buried on the subject property. When you or your representative enters the Railroad Company's property, a copy of this letter must be available at the site to be shown on request to any Railroad Company employee or official.

If you have any questions or concerns pertaining to this permit, feel free to contact Norma Reynolds at (402) 544-8571 or njreynolds@up.com.

Sincerely,



Norma J. Reynolds
Mgr II Real Estate Contracts

RAILROAD LOCATION PRINT

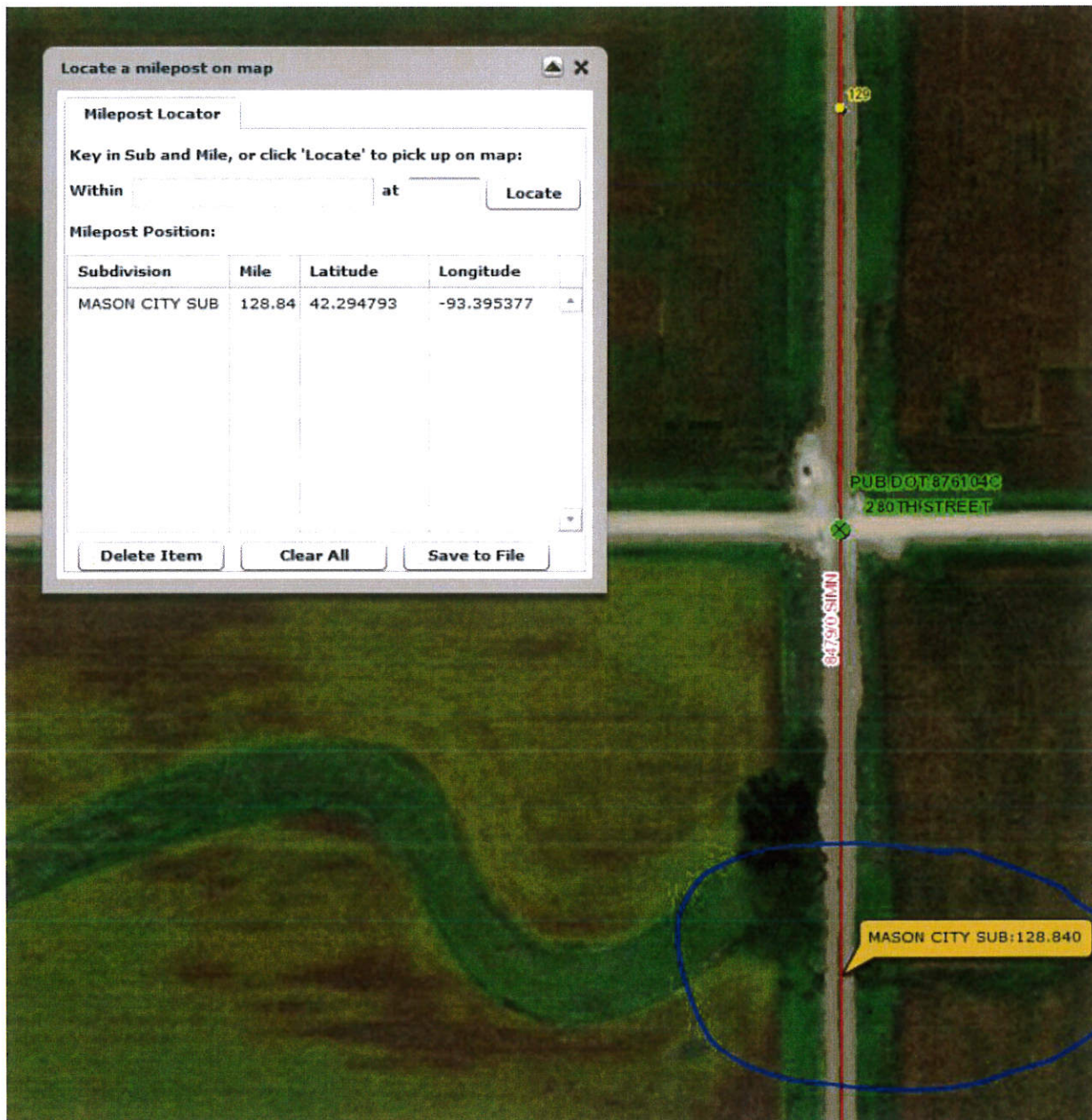
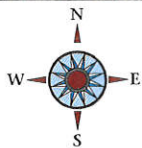


EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MASON CITY SUBDIVISION
RAILROAD MILE POST 128.840
RADCLIFFE, HARDIN COUNTY, IOWA

Folder No. 3141-19

Date: June 10, 2019

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT B
TO
CONSENT LETTER

PL X&E ROE 940201
Form Approved, AVP-Law
08/25/2006

Folder No. 03141-19

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Railroad") and _____, a _____ corporation ("Contractor"), to be addressed at _____.

RECITALS:

The Contractor has been hired by **Hardin County Board Of Supervisors** to inspect, root clean, and jet the existing lateral tile (the "work"), with all or a portion of such work to be performed on property of Railroad at Mile Post 128.84, on the Mason City Subdivision at or near Radcliffe, Hardin County, Iowa, pursuant to a Consent Letter between Railroad and Hardin County Board Of Supervisors dated June 10, 2019, at such location as shown on the print marked **Exhibit A** attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location describe above subject to the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

Article I. DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this Agreement to the Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article II. RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article IV, and is strictly limited to the scope of work identified to the Railroad, as determined by the Railroad in its sole discretion, and for no other purpose.

Article III. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **C**, attached hereto, are hereby made a part of this Agreement.

Article IV. ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representatives or his or her duly authorized representative (the "Railroad Representative"):

Railpros Flagging up.info@railpros.com (877) 315-0513 x 116	Zachery L. Chaney MGR I SIGNAL MNTCE Phone: 402-690-8287 zlchaney@up.com
--	---

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

Article V. TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue for one (1) year from June 10, 2019, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article VI. CERTIFICATE OF INSURANCE.

A. Only upon request Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit C** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Folder No: 03141-19
Union Pacific Railroad Company
1400 Douglas Street STOP 1690
Omaha, Nebraska 68179-1690

Article VII. CHOICE OF FORUM.

Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the State of Iowa only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article VIII. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

Article IX. ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad **One Thousand Dollars (\$1,000.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

Article X. CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

Article XI. EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Norma J. Reynolds
Mgr II Real Estate Contracts

(Contractor Name)

By _____

Name: _____

Title: _____

Telephone: _____

Email: _____

RAILROAD LOCATION PRINT

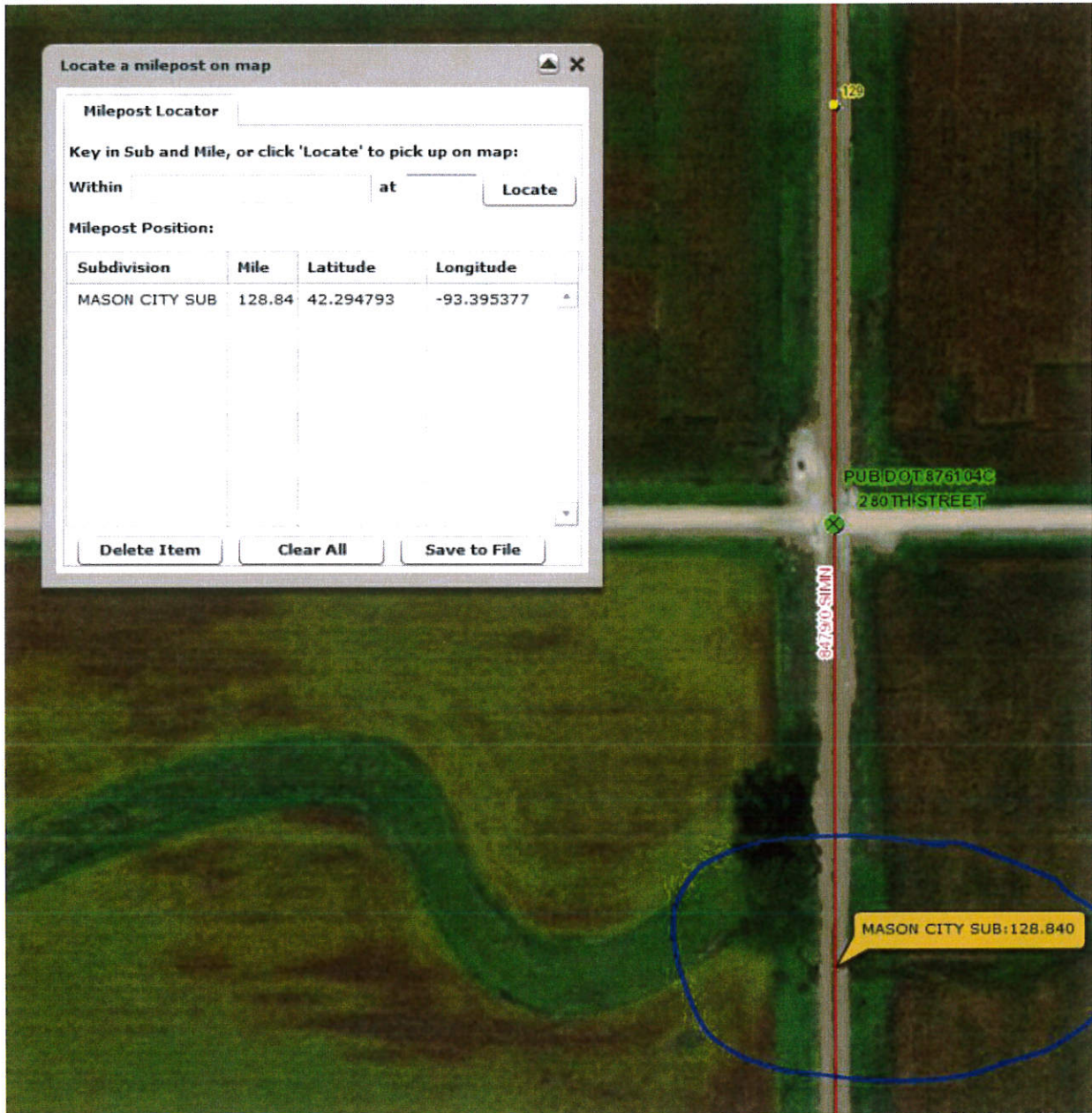
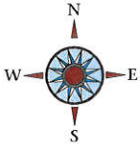


EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MASON CITY SUBDIVISION
RAILROAD MILE POST 128.840
RADCLIFFE, HARDIN COUNTY, IOWA

Folder No. 3141-19

Date: June 10, 2019

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT B
To
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of

five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's then current safety standards located at the following linke UP Safety Standards to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.

EXHIBIT C

Union Pacific Railroad Company Insurance Provisions For Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

- C. Workers Compensation and Employers Liability insurance.** Coverage must include but not be limited to:

Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excel workers compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. Railroad Protective Liability insurance.** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.
- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any “hazardous” material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

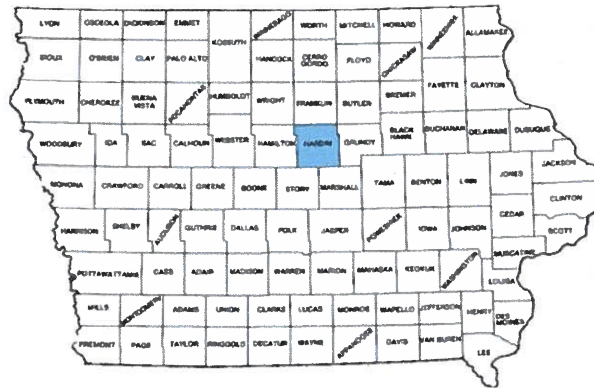
- G.** All policy(ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Contractor’s liability under the indemnity provisions of this Agreement.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

HARDIN COUNTY, IOWA

2020



RECLASSIFICATION COMMISSION REPORT FOR DRAINAGE DISTRICT 56 EAST AND 56 WEST HARDIN COUNTY, IOWA



CLAPSADDLE-GARBER ASSOCIATES OFFICE LOCATIONS

16 East Main Street, PO Box 754 | Marshalltown, IA 50158
1523 S. Bell Avenue, Suite 101 | Ames, IA 50010
5106 Nordic Drive | Cedar Falls, IA 50613
739 Park Avenue | Ackley, IA 50601
511 Bank Street | Webster City, IA 50595

Project Office
739 Park Avenue
Ackley, IA, 50601
Phone: 641-847-3273
Fax: 641-847-2303

Reclassification Commission Report for Drainage District 56 East and 56 West Hardin County, Iowa

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West Boundary Map	App. B
West Reclassification Sheets	App. C
East Boundary Map	App. D
East Reclassification Sheets	App. E

Reclassification Commission Report for Drainage District 56 East and 56 West Hardin County, Iowa

- 1.0 **INTRODUCTION** - The District Trustees appointed a Reclassification Commission to reclassify and split the lands within the District boundaries of Drainage District 56 for the Main tile only. For reference, the Certificates of Oath of Commissioners are included in Appendix A. This action by the District Trustees was based on potentially splitting the district into 2 separate districts by installing a separate Main tile outlet for the upstream stretches of the district. This report will summarize the background information gathered and the evaluation process used by the Commissioners to reclassify said lands and present the resulting reclassification.

2.0 **BACKGROUND INFORMATION** - In addition to reviewing lands within the district, the Reclassification Commission also looked at the following supporting documents supplied by Clapsaddle Garber Associates:

- Existing classification for Drainage District 56 from the Hardin County Drainage Clerk.
- Soil Surveys from USDA website.
- Map of District Boundaries and Facilities from the Hardin County Drainage Clerk.
- Aerial/Tract Maps from the Hardin County GIS website.
- Recorded Boundary Surveys from the Hardin County Recorder's office.
- LIDAR elevation data.

Using the above information, the Reclassification Commission gathered the following background information:

- 2.1 **Boundary Generation** - This step involved generation of the boundary between the East and West portions of the district based on the proposed location of the separate Main tile outlet. Using CAD, LIDAR elevation data, and Maps of District Boundaries, the internal boundary was determined for the East and West portions of the district.
- 2.2 **Tract Verification** - This step involved verification that each tract number from the existing classification was within the District boundary and was appropriately sized (i.e. 40 acres or less according to recognized or legal divisions).
- 2.3 **Acreage Verification** - This step involved verification of the acreages contained within the existing classification for Drainage District No. 56. For the tracts that previously had acreages stated and were totally contained within the District boundary, the acreage was compared to that available from the GIS website or recorded boundary surveys and corrected as necessary.
- 2.4 **Acreage Generation** - This step involved generation of the acreages for all the remaining tracts (i.e. those without acreages previously stated in the existing classification, those created in the Tract Verification process above or those that were not totally contained within the mapped District 56 East and 56 West boundaries). For lands whose tracts were partially contained within the mapped District 56 East and 56 West boundaries, the acreage was measured from a composite overlay of the maps of District boundaries with the linework from the GIS website. For reference, copies of the Boundary Maps for 56 West and 56 East are included in Appendices B and D respectively.
- 2.5 **Soils Type Determination** - This step involved differentiation of the soil types based on their properties (i.e. very poorly drained, poorly drained, well drained, and excessively well drained), and the percentage of each within each tract. This was measured from a composite overlay of the soil surveys with linework from the GIS website.
- 2.6 **Proximity Determination** - This step involved determination of the proximity or distance to the District facilities (i.e. Main tile). All distances were measured from the approximate centroid of each tract along the shortest straight-line route to the District facilities. This was measured from a composite overlay of the maps of District facilities with linework from the GIS website.

3.0 EVALUATIONS - Using the above background information, the Reclassification Commission evaluated and determined benefits using the following method:

3.1 Soil Factor - This factor was calculated as an indication of the "need" for the District facilities based upon the natural soil characteristics for each tract. It was the weighted total of the soil types after placing the following percentage values upon each soil type:

- Very Poorly Drained = 85%
- Poorly Drained = 55%
- Well Drained = 10%

These percentages were based upon the Reclassification Commission's determination that the Well Drained soils typically need very little of the District facilities to be productive, and the Poorly Drained and Very Poorly Drained soils typically rely heavily on the District facilities to be productive.

3.2 Facility Proximity Factor - This factor was calculated as an indication of "availability" of the district facilities (Main tile) based upon the distance of each tract from said facilities. Since there was a large range in the distances measured (7± feet to 3,863± feet for 56 East and 25± feet to 3,678± feet for 56 West), this factor was necessary to compare the tract distances relative to each other. Therefore, the tract which had the farthest measured distance received a Facility Proximity Factor of 10 and the tract which had the closest measured distance received a Facility Proximity Factor of 100. All other tracts received a Facility Proximity Factor calculated in proportion to this range based upon their measured distance.

3.3 Combined Factor - This factor was the composite of the above two factors (i.e. Soil Factor and Facility Proximity Factor). The Combined Factor was calculated as follows:

$$\text{Facility Proximity Factor} \times \text{Soil Factor}$$

Once the Combined Factor was determined, it was used as an indication of benefit received (i.e. the tract with the highest Combined Factor was the closest to the District facilities and had the soils in most need of the District facilities).

3.4 % Benefit - This is the benefit each tract receives using the Combined Factor based on a scale of 100 (i.e. the highest Combined Factor is 100 and all other Combined Factors are calculated in ratio to such).

3.5 Units Assessed - This combines the amount of benefit along with the land area that is benefitted. For each tract this is calculated as:

$$\% \text{ Benefit} \times \text{Number of Acres} \times 100$$

3.6 % Units Assessed - This is the percentage of units assessed for each tract as a portion of the total units assessed for the District facility. Unlike the % Benefit which was a percentage comparing each tract to the most benefitted tract, the % Units Assessed compares each tract to the total of the District facility.

3.7 Percent Levy - This is an indication of the levy amount necessary to pay for a project. For this report, it is at 100%, but will be adjusted as needed in the future by the Drainage Clerk to pay for future bills.

- 3.8 Assessment for Project (entire tract basis) - This is the amount that each tract must pay in total to cover 100% of the levy. It is important to note that it has been calculated using a sample cost of \$425,000 each for both 56 West and 56 East. This is based on the Reclassification Commission's determination that both 56 West and 56 East will equally benefit from the proposed separate Main tile outlet. 56 West will have its own outlet instead of relying on the existing undersized Main tile outlet and 56 East will have a significant amount of drainage load removed from the Main tile. For each tract this is calculated as:

$$\% \text{ Units Assessed} \times \$425,000$$

- 3.9 Assessment for Project (per acre basis) - This is the amount that each tract must pay per acre to cover 100% of the levy. Although this was not used in an active role by the Reclassification Commission, some landowners find it to be valuable information. It is important to note that it is calculated using a sample cost of \$425,000. For each tract this is calculated as:

$$\text{Assessment for Project (entire tract basis)} / \text{Number of Acres}$$

- 4.0 **EXCEPTIONS:** - With any process there are inevitably exceptions, and this reclassification was no different. While the above method was used for the majority of the tracts, the following are exceptions to the above process:
- 4.1 For tract numbers which are highly irregular in shape (i.e. long narrow pieces of land) or do not have accurate soil maps available, Proximity and Soil Factors were not calculated. Instead, the average Combined Factor for all the other tract numbers was used. The only tract numbers to which this applies are roadways along with current and former railroads and are highlighted pink on the reclassification sheets contained in the appendices (i.e. tract numbers 1 and 2 for 56 West and tract numbers 1, 2, and 3 for 56 East).
- 4.2 The District Trustees also requested that the Reclassification Commission determine the appropriate classification if the proposed separate Main tile outlet was installed at approximately 2 feet deeper than the existing Main tile. The Reclassification Commission determined that if the proposed separate Main tile outlet is installed at any depth greater than the existing Main tile at the connection point of the two, this would solely benefit 56 West and not 56 East.
- 5.0 **CONCLUSION:** - Using all the above, the Reclassification Commission generated reclassification sheets for the 56 West Main tile and 56 East Main tile. For reference, copies are included in Appendix C and E respectively. It is recommended moving forward that the District Trustees, should take action to accomplish the following:
- Approve the Reclassification Commission Report.
 - Hold the required hearing.
 - Adopt the Reclassification Commission Report as the basis for the proposed separate Main tile outlet project only if it is constructed.
 - If the separate Main tile outlet is installed deeper than the existing Main tile at the connection point of the two, the additional cost for a deeper installation should be paid solely by 56 West.
 - Split 56 West and 56 East into separate districts and adopt the Reclassification Commission Report as the basis for future repairs and improvements for each only if the proposed separate Main tile outlet project is constructed.


CERTIFICATE

Lee Gallentine, a Professional Engineer of the State of Iowa, hereby certify:

That I, along with the other reclassification commissioners for Drainage District No. 56, have personally examined and inspected lands within the Drainage District, have reviewed original maps of the Drainage District, aerial maps of the lands within the Drainage District, and soil maps showing soil types for the lands within the Drainage District.

That I, along with the other reclassification commissioners for Hardin County Drainage District No. 56, completed the reclassification of the lands within the Drainage District. Said reclassification has fixed the percentages of benefits in tracts according to the recognized and legal divisions of 40 acres or less using a graduated scale of benefits, numbered according to the benefit to be received, with the lands receiving the greatest benefit marked on a scale of 100 and those benefited in a less degree marked with such percentage of one hundred as the benefit received is in proportion to.

That I, along with the other reclassification commissioners for Hardin County Drainage District No. 56, performed said reclassification in accordance with Chapter 468, Code of Iowa, to the best of my ability, skill, and judgment. The attached list is the final determination of reclassification and assessment for each tract of land in the Drainage District 56 for all repairs and future improvements to the facilities in the Drainage District. That this report is a true and correct transcript of said reclassification of lands and apportionments of benefits made by said reclassification commission.

	<p>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.</p> <p><i>Lee O. Gallentine, P.E.</i> Lee O. Gallentine, P.E..</p> <p>DATE: <u>Feb 11, 2020</u> License Number: 15745</p> <p>My License Renewal Date is December 31, 2020 Page or sheets covered by this seal: <u>As shown on Table of Contents</u></p>
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CERTIFICATE

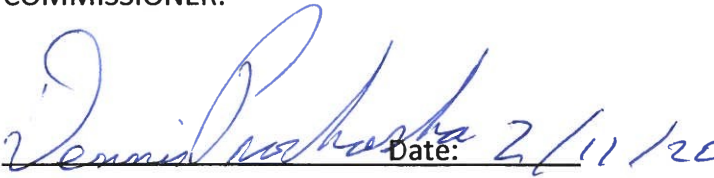
Dennis Prohaska, a resident freeholder of Hardin County, Iowa, hereby certify:

That I, along with the other reclassification commissioners for Drainage District No. 56, have personally examined and inspected lands within the Drainage District, have reviewed original maps of the Drainage District, aerial maps of the lands within the Drainage District, and soil maps showing soil types for the lands within the Drainage District.

That I, along with the other reclassification commissioners for Hardin County Drainage District No. 56, completed the reclassification of the lands within the Drainage District. Said reclassification has fixed the percentages of benefits in tracts according to the recognized and legal divisions of 40 acres or less using a graduated scale of benefits, numbered according to the benefit to be received, with the lands receiving the greatest benefit marked on a scale of 100 and those benefited in a less degree marked with such percentage of one hundred as the benefit received is in proportion to.

That I, along with the other reclassification commissioners for Hardin County Drainage District No. 56, performed said reclassification in accordance with Chapter 468, Code of Iowa, to the best of my ability, skill, and judgment. The attached list is the final determination of reclassification and assessment for each tract of land in the Drainage District 56 for all repairs and future improvements to the facilities in the Drainage District. That this report is a true and correct transcript of said reclassification of lands and apportionments of benefits made by said reclassification commission.

COMMISSIONER:


Date: 2/11/20

Dennis Prohaska
22849 170th Street
Iowa Falls, IA 50126

CERTIFICATE

Chuck Walters, a resident freeholder of Hardin County, Iowa, hereby certify:

That I, along with the other reclassification commissioners for Drainage District No. 56, have personally examined and inspected lands within the Drainage District, have reviewed original maps of the Drainage District, aerial maps of the lands within the Drainage District, and soil maps showing soil types for the lands within the Drainage District.

That I, along with the other reclassification commissioners for Hardin County Drainage District No. 56, completed the reclassification of the lands within the Drainage District. Said reclassification has fixed the percentages of benefits in tracts according to the recognized and legal divisions of 40 acres or less using a graduated scale of benefits, numbered according to the benefit to be received, with the lands receiving the greatest benefit marked on a scale of 100 and those benefited in a less degree marked with such percentage of one hundred as the benefit received is in proportion to.

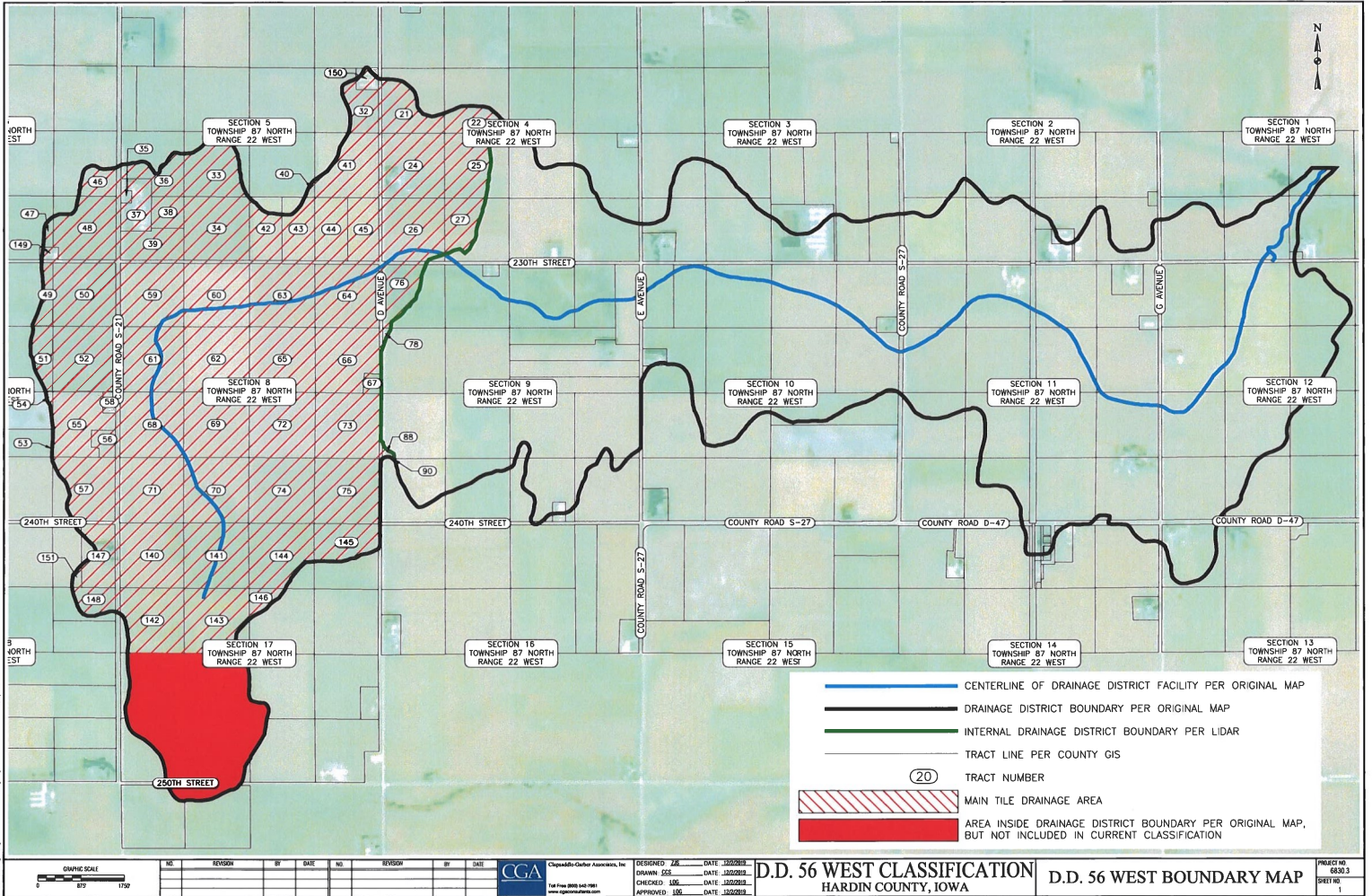
That I, along with the other reclassification commissioners for Hardin County Drainage District No. 56, performed said reclassification in accordance with Chapter 468, Code of Iowa, to the best of my ability, skill, and judgment. The attached list is the final determination of reclassification and assessment for each tract of land in the Drainage District 56 for all repairs and future improvements to the facilities in the Drainage District. That this report is a true and correct transcript of said reclassification of lands and apportionments of benefits made by said reclassification commission.

COMMISSIONER:



Date: 2-11-20

Chuck Walters
34122 230th Street
Eldora, IA 50627



I:\GIS\2024\Projects\56 West Classification\56 West Classification.aprx 01/13/24 11:58am 1/24/24



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



DESIGNED: JAK DATE: 1/22/2024
 DRAWN: SES DATE: 1/22/2024
 CHECKED: JLG DATE: 1/22/2024
 APPROVED: JLG DATE: 1/22/2024

D.D. 56 WEST CLASSIFICATION
HARDIN COUNTY, IOWA

D.D. 56 WEST BOUNDARY MAP

PROJECT NO: 66803
 SHEET NO: 1

Drainage Real Estate

Classification of Lands for Drainage Benefits - Auditor (by name)

West Tract	Taxing District	Parcel	West Entity	Sec-Twp-Rng	Legal	Acres	% Benefit	Units Assessed	% Units Assessed	Percent of Levy	Assessment for Project (entire tract basis)	Assessment for Project (per acre basis)
1	DD 56	15	Hardin County Roads		ROADS	18.90	36.59%	691.63	1.054%	100	\$4,478.06	\$236.93
2	DD 56	16	Sherman Township Roads		ROADS	24.46	36.59%	895.09	1.364%	100	\$5,795.42	\$236.93
22	DD 56	872204100004	Radland Farms, Inc	4-87-22	SE NW 4-87-22	14.02	20.09%	281.70	0.429%	100	\$1,823.90	\$130.09
24	DD 56	872204300001	Bostrom, Michael B Bostrom, Candy S	4-87-22	NW SW 4-87-22	39.00	40.63%	1584.43	2.414%	100	\$10,258.70	\$263.04
25	DD 56	872204300002	Bostrom, Michael B Bostrom, Candy S	4-87-22	NE SW 4-87-22	28.11	35.13%	987.50	1.504%	100	\$6,393.78	\$227.46
26	DD 56	872204300003	Radland Farms, Inc	4-87-22	SW SW 4-87-22	37.32	57.31%	2138.63	3.258%	100	\$13,846.95	\$371.03
27	DD 56	872204300004	Radland Farms, Inc	4-87-22	SE SW 4-87-22	17.15	52.21%	895.33	1.364%	100	\$5,796.97	\$338.02
32	DD 56	872205200006	Runge, Jack	5-87-22	SE NE EX 4.50A TR 5-87-22	12.12	18.80%	227.91	0.347%	100	\$1,475.65	\$121.75
33	DD 56	872205300005	Luhman, Dean E	5-87-22	NE SW 5-87-22	21.00	22.66%	475.90	0.725%	100	\$3,081.30	\$146.73
34	DD 56	872205300006	Luhman, Dean E	5-87-22	SE SW 5-87-22	39.00	38.06%	1484.42	2.261%	100	\$9,611.16	\$246.44
35	DD 56	872205300008	Luhman, Michael Luhman, Lisa	5-87-22	COM SW COR N1191'POB N494'E170'S247'E85' S247'W255'POB 5-87-22	1.79	12.45%	22.28	0.034%	100	\$144.23	\$80.58
36	DD 56	872205300009	Luhman, Dean E	5-87-22	NW SW EX TRACTS 5-87-22	14.26	23.18%	330.55	0.504%	100	\$2,140.18	\$150.08
37	DD 56	872205300010	Krause, Brian J Krause, Christine J	5-87-22	COM SW COR N622' POB N569' E255'N247'W85' N247'E482'S1063'W652 POB 5-87-22	12.78	22.55%	288.17	0.439%	100	\$1,865.80	\$145.99
38	DD 56	872205300011	Luhman, Oma L	5-87-22	N 1/2 SW SW EX TRACTS 5-87-22	10.12	35.73%	361.61	0.551%	100	\$2,341.33	\$231.36
39	DD 56	872205300012	Luhman, Oma L	5-87-22	S 1/2 SW SW EX 1.07A TR 5-87-22	17.84	35.80%	631.51	0.962%	100	\$4,088.80	\$231.79
40	DD 56	872205400001	Luhman, Dean E Luhman, Oma L	5-87-22	NW SE 5-87-22	2.00	40.16%	80.31	0.122%	100	\$519.99	\$259.99
41	DD 56	872205400002	Radland Farms, Inc	5-87-22	NE SE 5-87-22	30.00	43.47%	1303.98	1.987%	100	\$8,442.89	\$281.43
42	DD 56	872205400003	Radland Farms, Inc	5-87-22	W 1/2 SW SE 5-87-22	13.09	54.26%	710.33	1.082%	100	\$4,599.13	\$351.35
43	DD 56	872205400004	Kolden, Kathy D - Trust Kolden, Robert A - Trust	5-87-22	E 1/2 SW SE 5-87-22	13.91	49.70%	691.39	1.053%	100	\$4,476.52	\$321.82
44	DD 56	872205400005	Kolden, Kathy D - Trust Kolden, Robert A - Trust	5-87-22	W 1/2 SE SE 5-87-22	19.50	62.16%	1212.19	1.847%	100	\$7,848.52	\$402.49



West Tract	Taxing District	Parcel	West Entity	Sec-Twp-Rng	Legal	Acres	% Benefit	Units Assessed	% Units Assessed	Percent of Levy	Assessment for Project (entire tract basis)	Assessment for Project (per acre basis)
45	DD 56	872205400006	Armstrong, Susan R 1/2 & Radland Farms, Inc 1/2	5-87-22	E 1/2 SE SE 5-87-22	18.50	48.66%	900.22	1.371%	100	\$5,828.62	\$315.06
46	DD 56	872206400002	Appelgate, Harold & Angie Trust	6-87-22	NE SE 6-87-22	9.27	10.82%	100.33	0.153%	100	\$649.62	\$70.08
47	DD 56	872206400005	Sheldahl, L O - Etal	6-87-22	SW SE EX TR SE COR 6-87-22	3.81	9.91%	37.76	0.058%	100	\$244.50	\$64.17
48	DD 56	872206400006	Sheldahl, L O - Etal	6-87-22	SE SE EX .61A TR 6-87-22	29.73	16.29%	484.24	0.738%	100	\$3,135.29	\$105.46
49	DD 56	872207200001	Johnson Family Ltd Partnership	7-87-22	NW NE 7-87-22	9.83	10.68%	104.98	0.160%	100	\$679.70	\$69.15
50	DD 56	872207200002	Johnson Family Ltd Partnership	7-87-22	NE NE 7-87-22	37.34	27.90%	1041.69	1.587%	100	\$6,744.60	\$180.63
51	DD 56	872207200003	Johnson Family Ltd Partnership	7-87-22	SW NE 7-87-22	10.00	22.73%	227.29	0.346%	100	\$1,471.61	\$147.16
52	DD 56	872207200004	Johnson Family Ltd Partnership	7-87-22	SE NE 7-87-22	38.33	33.85%	1297.34	1.976%	100	\$8,399.88	\$219.15
53	DD 56	872207300004	SWS Farms, LLP	7-87-22	PARCEL D IN FRL S1/2 7-87-22	0.07	18.19%	1.27	0.002%	100	\$8.24	\$117.77
54	DD 56	872207400001	Handsaker, James E & Judith A Handsaker, Roger, Sandra, Paul & Bonnie	7-87-22	NW SE EX PT PARCEL D 7-87-22	0.93	31.51%	29.30	0.045%	100	\$189.71	\$203.99
55	DD 56	872207400002	Spindler, Ragene - 1/4, Del Rina Kae - 1/4 Spindler, Scott K - 1/2	7-87-22	NE SE (INCL PARCEL A) EX PARCELS B & C 7-87-22	33.23	26.05%	865.73	1.319%	100	\$5,605.30	\$168.68
56	DD 56	872207400003	Spindler, Dana Spindler, Tami	7-87-22	PARCEL B IN NE SE 7-87-22	2.64	25.44%	67.17	0.102%	100	\$434.87	\$164.72
57	DD 56	872207400005	Stensland, W Bradley	7-87-22	SE SE 7-87-22	29.69	29.29%	869.51	1.325%	100	\$5,629.82	\$189.62
58	DD 56	872207400007	Spindler Pork, LLC	7-87-22	PARCEL C IN NE SE 7-87-22	2.46	52.26%	128.56	0.196%	100	\$832.39	\$338.37
59	DD 56	872208100001	Krause, Marjorie K - LE Krause, John H - LE	8-87-22	NW NW 8-87-22	37.33	64.27%	2399.09	3.655%	100	\$15,533.34	\$416.11
60	DD 56	872208100002	Kamenetzky, Michele	8-87-22	NE NW 8-87-22	39.00	64.78%	2526.30	3.849%	100	\$16,356.99	\$419.41
61	DD 56	872208100003	Krause, Marjorie K - LE Krause, John H - LE	8-87-22	SW NW 8-87-22	38.33	50.11%	1920.63	2.926%	100	\$12,435.49	\$324.43
62	DD 56	872208100004	Kamenetzky, Michele	8-87-22	SE NW 8-87-22	40.00	31.04%	1241.54	1.891%	100	\$8,038.59	\$200.96
63	DD 56	872208200001	Kuhfus, Paula A Living Trust	8-87-22	NW NE 8-87-22	39.00	62.64%	2443.02	3.722%	100	\$15,817.77	\$405.58
64	DD 56	872208200002	Kuhfus, Paula A Living Trust	8-87-22	NE NE 8-87-22	38.00	62.83%	2387.43	3.637%	100	\$15,457.87	\$406.79
65	DD 56	872208200003	Kuhfus, Paula A Living Trust	8-87-22	SW NE 8-87-22	40.00	39.71%	1588.38	2.420%	100	\$10,284.28	\$257.11
66	DD 56	872208200004	Kuhfus, Paula A Living Trust	8-87-22	SE NE EX TRACT 8-87-22	36.00	53.82%	1937.38	2.952%	100	\$12,543.90	\$348.44

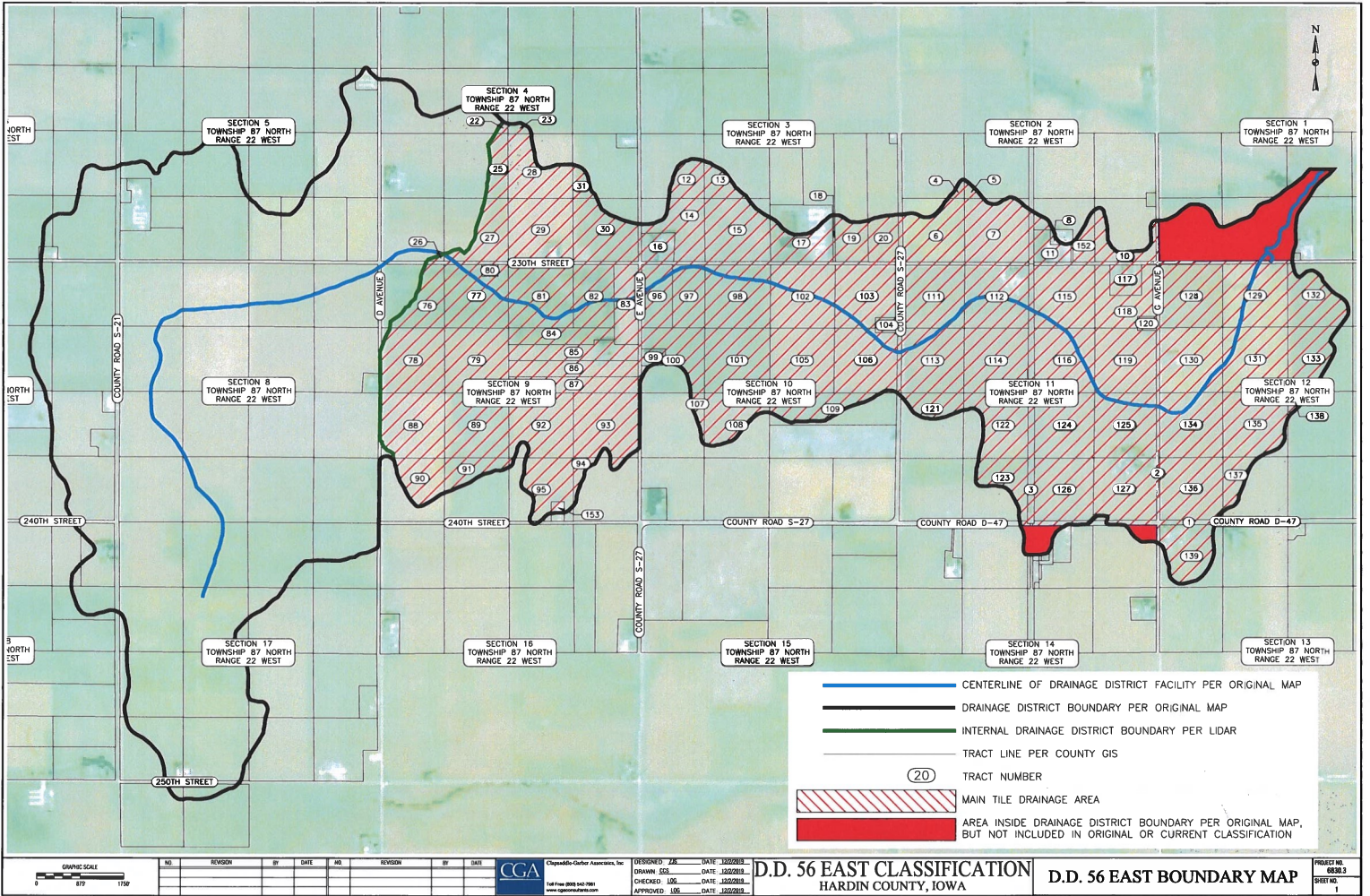









West Tract	Taxing District	Parcel	West Entity	Sec-Twp-Rng	Legal	Acres	% Benefit	Units Assessed	% Units Assessed	Percent of Levy	Assessment for Project (entire tract basis)	Assessment for Project (per acre basis)
67	DD 56	872208200005	Birchmier, Cole D & Knudson, Kayla S	8-87-22	PARCEL IN SE NE (COM E1/4 COR N392' W344' S406.32' E376.5' POB) 8-87-22	3.00	21.11%	63.33	0.096%	100	\$410.05	\$136.68
68	DD 56	872208300001	EL Investments LLC	8-87-22	NW SW 8-87-22	38.33	79.45%	3045.35	4.639%	100	\$19,717.71	\$514.42
69	DD 56	872208300002	EL Investments LLC	8-87-22	NE SW 8-87-22	40.00	55.36%	2214.55	3.374%	100	\$14,338.52	\$358.46
70	DD 56	872208300003	EL Investments LLC	8-87-22	SE SW 8-87-22	40.00	75.89%	3035.71	4.625%	100	\$19,655.29	\$491.38
71	DD 56	872208300004	EL Investments LLC	8-87-22	SW SW 8-87-22	38.33	58.07%	2225.72	3.391%	100	\$14,410.84	\$375.97
72	DD 56	872208400001	Sheldahl Brothers Partnership	8-87-22	NW SE 8-87-22	40.00	31.46%	1258.42	1.917%	100	\$8,147.88	\$203.70
73	DD 56	872208400002	Sheldahl Brothers Partnership	8-87-22	NE SE 8-87-22	39.00	20.53%	800.60	1.220%	100	\$5,183.65	\$132.91
74	DD 56	872208400003	Sheldahl Brothers Partnership	8-87-22	SW SE 8-87-22	40.00	35.38%	1415.08	2.156%	100	\$9,162.21	\$229.06
75	DD 56	872208400004	Sheldahl Brothers Partnership	8-87-22	SE SE 8-87-22	39.00	24.57%	958.12	1.460%	100	\$6,203.50	\$159.06
76	DD 56	872209100001	Skeie, Inc	9-87-22	NW NW 9-87-22	18.21	38.82%	706.86	1.077%	100	\$4,576.67	\$251.33
78	DD 56	872209100003	Holechek, Lynn P Holechek, Sarah M	9-87-22	SW NW 9-87-22	0.78	12.24%	9.55	0.015%	100	\$61.83	\$79.26
88	DD 56	872209300001	Kuhfus, Jon & William; Holechek, Sarah	9-87-22	NW SW 9-87-22	0.89	2.33%	2.08	0.003%	100	\$13.44	\$15.10
90	DD 56	872209300003	Kuhfus, Jon & William; Holechek, Sarah	9-87-22	SW SW 9-87-22	0.01	1.41%	0.01	0.000%	100	\$0.08	\$9.16
140	DD 56	872217100001	Fosseen, Dwayne	17-87-22	NW NW 17-87-22	38.33	40.59%	1555.63	2.370%	100	\$10,072.21	\$262.78
141	DD 56	872217100002	Sheldahl Brothers Partnership	17-87-22	NE NW 17-87-22	40.00	100.00%	4000.00	6.094%	100	\$25,898.74	\$647.47
142	DD 56	872217100003	JoEtta DuBois McClintock LLC - 2/3 McClintock Family Trust - 1/3	17-87-22	SW NW 17-87-22	38.36	42.32%	1623.22	2.473%	100	\$10,509.84	\$273.98
143	DD 56	872217100004	JoEtta DuBois McClintock LLC - 2/3 McClintock Family Trust - 1/3	17-87-22	SE NW 17-87-22	35.00	58.29%	2040.15	3.108%	100	\$13,209.34	\$377.41
144	DD 56	872217200001	Sheldahl Brothers Partnership	17-87-22	NW NE 17-87-22	33.00	39.70%	1310.11	1.996%	100	\$8,482.53	\$257.05
145	DD 56	872217200002	Sheldahl Brothers Partnership	17-87-22	NE NE 17-87-22	19.62	30.39%	596.23	0.908%	100	\$3,860.37	\$196.76
146	DD 56	872217200003	Sheldahl Brothers Partnership	17-87-22	SW NE 17-87-22	13.00	31.28%	406.70	0.620%	100	\$2,633.25	\$202.56
147	DD 56	872218200003	Fosseen, Dwayne	18-87-22	E1/2 NE NE 18-87-22	14.96	18.97%	283.76	0.432%	100	\$1,837.25	\$122.81
14			Janes, Lindell Janes, Meshell	18-87-22	N 1/2 SE NE 18-87-22	9.36	14.91%	139.59	0.213%	100	\$903.83	\$96.56

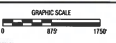


West Tract	Taxing District	Parcel	West Entity	Sec-Twp-Rng	Legal	Acres	% Benefit	Units Assessed	% Units Assessed	Percent of Levy	Assessment for Project (entire tract basis)	Assessment for Project (per acre basis)
149	DD 56	872206400007	Sheldahl Brothers Partnership	6-87-22	COM SE COR SEC 6 W1203.40' POB W380' N250' E380' S250'POB	1.02	15.93%	16.24	0.025%	100	\$105.17	\$103.11
150	DD 56	872205200005	Compass Farms, Inc.	5-87-22	BEG NE COR SE NE S433' W486' N433' E486' POB PARCEL "A"	3.04	9.76%	29.68	0.045%	100	\$192.19	\$63.22
151	DD 56	872218200002	Marcy M. Chaussee	18-87-22	W1/2 NE NE 18-87-22	1.75	5.46%	9.56	0.015%	100	\$61.91	\$35.38
					Averages			979.71				\$231.40
					Totals	1504.65			100.000%		\$425,000.00	





-  CENTERLINE OF DRAINAGE DISTRICT FACILITY PER ORIGINAL MAP
-  DRAINAGE DISTRICT BOUNDARY PER ORIGINAL MAP
-  INTERNAL DRAINAGE DISTRICT BOUNDARY PER LIDAR
-  TRACT LINE PER COUNTY GIS
-  TRACT NUMBER
-  MAIN TILE DRAINAGE AREA
-  AREA INSIDE DRAINAGE DISTRICT BOUNDARY PER ORIGINAL MAP, BUT NOT INCLUDED IN ORIGINAL OR CURRENT CLASSIFICATION



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



DESIGNED: JAK DATE: 1/22/2019
 DRAWN: SCS DATE: 1/22/2019
 CHECKED: JGG DATE: 1/22/2019
 APPROVED: JGG DATE: 1/22/2019

D.D. 56 EAST CLASSIFICATION
 HARDIN COUNTY, IOWA

D.D. 56 EAST BOUNDARY MAP

PROJECT NO. 65383
 SHEET NO. 1

I:\030156\030156.dwg User: JGG Date: 01/22/19 11:52am 1/22/19

East Tract	Taxing District	Parcel	East Entity	Sec-Twp-Rng	Legal	Acres	% Benefit	Units Assessed	% Units Assessed	Percent of Levy	Assessment for Project (entire tract basis)	Assessment for Project (per acre basis)
1	DD 56	15	Hardin County Roads		ROADS	16.36	38.84%	635.38	0.710%	100	\$3,016.44	\$184.38
2	DD 56	16	Sherman Township Roads		ROADS	43.21	38.84%	1678.17	1.875%	100	\$7,967.01	\$184.38
3	DD 56	32	Midwestern Railroad Properties		RAILROAD	15.98	38.84%	620.62	0.693%	100	\$2,946.37	\$184.38
4	DD 56	872202300001	Eller, Loren L	2-87-22	NW SW 2-87-22	2.00	32.39%	64.77	0.072%	100	\$307.49	\$153.75
5	DD 56	872202300002	M Farms, Inc	2-87-22	NE SW 2-87-22	2.00	30.09%	60.19	0.067%	100	\$285.74	\$142.87
6	DD 56	872202300003	Worland, Carol E	2-87-22	SW SW 2-87-22	28.01	53.05%	1485.83	1.660%	100	\$7,053.87	\$251.83
7	DD 56	872202300004	Kumrow, Dan V - 1/3 (Contract 2/3) Kumrow, Tammy S - 1/3 (Contract 2/3)	2-87-22	SE SW 2-87-22	37.00	41.40%	1531.78	1.711%	100	\$7,272.04	\$196.54
8	DD 56	872202400003	Kumrow, Dan Kumrow, Tamara	2-87-22	COM S1/4 COR E796' BEG N390' W415' N300.8'E455' S690' W40' TO BEG 2-87-22	1.31	31.72%	41.56	0.046%	100	\$197.28	\$150.60
10	DD 56	872202400006	Kumrow, Dan V - 1/3 (Contract 2/3) Kumrow, Tammy S - 1/3 (Contract 2/3)	2-87-22	SE SE EX CEM. 2-87-22	8.37	29.99%	251.03	0.280%	100	\$1,191.73	\$142.38
11	DD 56	872202400008	Kumrow, Dan Kumrow, Tamara	2-87-22	W836.1' S690.8' SW SE EX TR & EX RR 2-87-22	6.74	46.83%	315.64	0.353%	100	\$1,498.49	\$222.33
12	DD 56	872203300001	Lickteig Land, LLC	3-87-22	NW SW 3-87-22	10.00	44.86%	448.62	0.501%	100	\$2,129.79	\$212.98
13	DD 56	872203300002	Lickteig Land, LLC	3-87-22	NE SW 3-87-22	3.00	36.76%	110.29	0.123%	100	\$523.59	\$174.53
14	DD 56	872203300003	Lickteig Land, LLC	3-87-22	SW SW EX PARCEL A 3-87-22	18.58	65.50%	1216.96	1.359%	100	\$5,777.45	\$310.95
15	DD 56	872203300004	Lickteig Land, LLC	3-87-22	SE SW 3-87-22	35.00	56.74%	1985.74	2.218%	100	\$9,427.17	\$269.35
16	DD 56	872203300005	Maakestad, Mark C	3-87-22	PARCEL "A" IN SW SW 3-87-22	8.84	42.97%	379.82	0.424%	100	\$1,803.16	\$203.98
17	DD 56	872203400003	Iowa Select Farms, LP	3-87-22	BEG SW COR SE1/4 N1183.79' E1287.90' S1183.79' W1287.90' POB IN SW SE 3-87-22	19.14	25.00%	478.53	0.535%	100	\$2,271.81	\$118.69
18	DD 56	872203400007	Thomas, Betty	3-87-22	PT PARCEL C IN E1/2 W1/2 SE 3-87-22	0.86	15.10%	12.98	0.015%	100	\$61.63	\$71.67
19	DD 56	872203400008	Ferris, Brock R	3-87-22	PT PARCEL C-W1/2 SE SE 3-87-22	12.67	29.38%	372.27	0.416%	100	\$1,767.33	\$139.49
20	DD 56	872203400009	Thomas, Betty	3-87-22	PT PARCEL C-E1/2 SE SE 3-87-22	12.84	31.86%	409.04	0.457%	100	\$1,941.89	\$151.24
22	DD 56	872204100004	Radland Farms, Inc	4-87-22	SE NW 4-87-22	0.98	19.08%	18.70	0.021%	100	\$88.79	\$90.60
23	DD 56	872204200003	Kiburz, Kent	4-87-22	SW NE 4-87-22	2.00	27.04%	54.08	0.060%	100	\$256.72	\$128.36



East Tract	Taxing District	Parcel	East Entity	Sec-Twp-Rng	Legal	Acres	% Benefit	Units Assessed	% Units Assessed	Percent of Levy	Assessment for Project (entire tract basis)	Assessment for Project (per acre basis)
25	DD 56	872204300002	Bostrom, Michael B Bostrom, Candy S	4-87-22	NE SW 4-87-22	11.89	45.69%	543.28	0.607%	100	\$2,579.18	\$216.92
26	DD 56	872204300003	Radland Farms, Inc	4-87-22	SW SW 4-87-22	0.68	100.00%	68.00	0.076%	100	\$322.83	\$474.74
27	DD 56	872204300004	Radland Farms, Inc	4-87-22	SE SW 4-87-22	21.85	55.92%	1221.91	1.365%	100	\$5,800.94	\$265.49
28	DD 56	872204400001	Holechek, Lynn P Holechek, Sarah M	4-87-22	NW SE 4-87-22	26.00	37.76%	981.83	1.097%	100	\$4,661.16	\$179.28
29	DD 56	872204400003	Holechek, Lynn P Holechek, Sarah M	4-87-22	SW SE 4-87-22	39.00	48.07%	1874.59	2.094%	100	\$8,899.50	\$228.19
30	DD 56	872204400004	McCartney, Michael W McCartney, Cynthia J	4-87-22	SE SE 4-87-22	29.42	43.62%	1283.45	1.434%	100	\$6,093.08	\$207.11
31	DD 56	872204400005	McCartney, Michael W McCartney, Cynthia J	4-87-22	NE SE EX PARCEL A 4-87-22	4.00	23.10%	92.41	0.103%	100	\$438.70	\$109.68
76	DD 56	872209100001	Skeie, Inc	9-87-22	NW NW 9-87-22	19.79	41.60%	823.17	0.920%	100	\$3,907.96	\$197.47
77	DD 56	872209100002	Skeie, Inc	9-87-22	NE NW EX PARCEL A 9-87-22	37.45	59.60%	2232.16	2.493%	100	\$10,597.03	\$282.96
78	DD 56	872209100003	Holechek, Lynn P Holechek, Sarah M	9-87-22	SW NW 9-87-22	38.22	42.68%	1631.04	1.822%	100	\$7,743.26	\$202.60
79	DD 56	872209100004	Holechek, Lynn P Holechek, Sarah M	9-87-22	SE NW 9-87-22	40.00	48.07%	1922.98	2.148%	100	\$9,129.23	\$228.23
80	DD 56	872209100005	Young, Donald R Young, Sheri L	9-87-22	PARCEL A IN NE NW (COM N1/4 COR W205' POB W334' S267' E334' N267' POB) 9-87-22	1.80	27.17%	48.91	0.055%	100	\$232.20	\$129.00
81	DD 56	872209200001	Skeie, Inc	9-87-22	NW NE 9-87-22	39.00	68.23%	2660.93	2.972%	100	\$12,632.59	\$323.91
82	DD 56	872209200002	Skeie, Inc	9-87-22	W 1/2 NE NE & W4A E 1/2 NE NE 9-87-22	23.40	50.04%	1170.94	1.308%	100	\$5,558.98	\$237.56
83	DD 56	872209200003	Spindler, Ragene Spindler, Del Rina Kae	9-87-22	LOT 1 FJELLAND'S SUBDIVISION IN NE 1/4 9-87-22	18.16	66.91%	1215.17	1.357%	100	\$5,768.95	\$317.67
84	DD 56	872209200004	Skeie, Inc	9-87-22	N1/4 S1/2 NE EX E3.34A & EX TRACT BEG SE COR W24RDS N92RDS E420' S6RDS 9-87-22	15.30	52.27%	799.77	0.893%	100	\$3,796.85	\$248.16
85	DD 56	872209200005	Radland Farms, Inc	9-87-22	LOT 2 FJELLAND'S SUBDIV IN NE1/4 9-87-22	20.64	56.42%	1164.51	1.301%	100	\$5,528.45	\$267.85
86	DD 56	872209200006	Fjelland, Bradley A & Lorna J Revocable Trust	9-87-22	FJELLAND'S SUBDIV LOT 3 IN NE1/4 SEC 9-87-22	19.75	47.40%	936.08	1.046%	100	\$4,443.99	\$225.01
87	DD 56	872209200007	Armstrong, Susan R	9-87-22	FJELLANDS-LOT 4 IN NE 9-87-22	19.75	45.14%	891.50	0.996%	100	\$4,232.32	\$214.29
88	DD 56	872209300001	Kuhfus, Jon & William; Holechek, Sarah	9-87-22	NW SW 9-87-22	38.11	25.38%	967.12	1.080%	100	\$4,591.34	\$120.48
89	DD 56	872209300002	Kuhfus, Jon & William; Holechek, Sarah	9-87-22	NE SW 9-87-22	40.00	29.33%	1173.03	1.310%	100	\$5,568.86	\$139.22



East Tract	Taxing District	Parcel	East Entity	Sec-Twp-Rng	Legal	Acres	% Benefit	Units Assessed	% Units Assessed	Percent of Levy	Assessment for Project (entire tract basis)	Assessment for Project (per acre basis)
90	DD 56	872209300003	Kuhfus, Jon & William; Holeczek, Sarah	9-87-22	SW SW 9-87-22	20.99	5.40%	113.38	0.127%	100	\$538.24	\$25.64
91	DD 56	872209300004	Kuhfus, Jon & William; Holeczek, Sarah	9-87-22	SE SW 9-87-22	13.00	9.58%	124.56	0.139%	100	\$591.35	\$45.49
92	DD 56	872209400001	Swenson, Laverna I Trust 1/2 & Swenson, Randy & Terry 1/2	9-87-22	NW SE 9-87-22	36.00	34.39%	1238.18	1.383%	100	\$5,878.15	\$163.28
93	DD 56	872209400002	Swenson, Laverna I Trust 1/2 & Swenson, Randy & Terry 1/2	9-87-22	NE SE 9-87-22	38.14	38.32%	1461.33	1.632%	100	\$6,937.59	\$181.90
94	DD 56	872209400004	Swenson, Laverna I Trust 1/2 & Swenson, Randy & Terry 1/2	9-87-22	SE SE 9-87-22	6.00	14.28%	85.66	0.096%	100	\$406.66	\$67.78
95	DD 56	872209400005	Swenson, Laverna I Trust 1/2 & Swenson, Randy & Terry 1/2	9-87-22	SW SE EX TRACT 9-87-22	26.35	11.94%	314.55	0.351%	100	\$1,493.31	\$56.67
96	DD 56	872210100001	McCartney, Michael W McCartney, Cynthia J	10-87-22	W1/2 NW NW 10-87-22	18.50	63.16%	1168.41	1.305%	100	\$5,546.94	\$299.83
97	DD 56	872210100002	McCartney, Michael W McCartney, Cynthia J	10-87-22	E1/2 NW NW 10-87-22	19.50	43.98%	857.61	0.958%	100	\$4,071.43	\$208.79
98	DD 56	872210100003	McCartney, Michael W McCartney, Cynthia J	10-87-22	NE NW 10-87-22	39.00	68.59%	2675.01	2.988%	100	\$12,699.40	\$325.63
99	DD 56	872210100004	Maakestad, Jon C Maakestad, Annette	10-87-22	PARCEL "A" IN SW NW 10-87-22	3.11	36.23%	112.68	0.126%	100	\$534.94	\$172.00
100	DD 56	872210100005	McCartney, Michael W McCartney, Cynthia J	10-87-22	SW NW EX PARCEL A 10-87-22	21.11	39.84%	840.93	0.939%	100	\$3,992.24	\$189.12
101	DD 56	872210100006	McCartney, Michael W McCartney, Cynthia J	10-87-22	SE NW 10-87-22	40.00	39.45%	1578.07	1.763%	100	\$7,491.80	\$187.30
102	DD 56	872210200001	Wellman, Charles Alan	10-87-22	NW NE 10-87-22	39.00	81.99%	3197.44	3.572%	100	\$15,179.60	\$389.22
103	DD 56	872210200002	Wellman, Charles Alan	10-87-22	NE NE EX TRACT 10-87-22	36.32	43.42%	1576.91	1.761%	100	\$7,486.29	\$206.12
104	DD 56	872210200003	Bishop, Donna M	10-87-22	COM NE COR S1099.22' BEG W508.8' S313.2' E508.8' N313.2' TO BEG NE NE 10-87-22	3.33	50.35%	167.66	0.187%	100	\$795.95	\$239.02
105	DD 56	872210200004	Wellman, Charles Alan	10-87-22	SW NE 10-87-22	40.00	36.78%	1471.35	1.644%	100	\$6,985.13	\$174.63
106	DD 56	872210200005	Wellman, Charles Alan	10-87-22	SE NE EX TR 10-87-22	37.73	38.43%	1449.91	1.620%	100	\$6,883.34	\$182.44
107	DD 56	872210300001	Topp, David B Topp, Carole A	10-87-22	NW SW 10-87-22	5.00	19.78%	98.89	0.110%	100	\$469.49	\$93.90
108	DD 56	872210300002	Topp, David B Topp, Carole A	10-87-22	NE SW 10-87-22	27.00	17.60%	475.25	0.531%	100	\$2,256.23	\$83.56
109	DD 56	872210400001	Bahr, Harold E Jr	10-87-22	N1/2 N1/2 SE 10-87-22	23.00	46.44%	1068.04	1.193%	100	\$5,070.43	\$220.45
111	DD 56	872211100001	Federwitz, DuWayne Joint Revocable Trust Federwitz, Virginia Joint Revocable Trust	11-87-22	NW NW 11-87-22	37.64	46.64%	1755.53	1.961%	100	\$8,334.25	\$221.42



East Tract	Taxing District	Parcel	East Entity	Sec-Twp-Rng	Legal	Acres	% Benefit	Units Assessed	% Units Assessed	Percent of Levy	Assessment for Project (entire tract basis)	Assessment for Project (per acre basis)
112	DD 56	872211100002	Topp, Robert M	11-87-22	NE NW 11-87-22	39.00	59.96%	2338.51	2.612%	100	\$11,101.91	\$284.66
113	DD 56	872211100003	Topp, Robert M	11-87-22	SW NW 11-87-22	38.64	50.62%	1955.86	2.185%	100	\$9,285.31	\$240.30
114	DD 56	872211100004	Topp, Robert M	11-87-22	SE NW 11-87-22	40.00	31.54%	1261.74	1.409%	100	\$5,990.00	\$149.75
115	DD 56	872211200001	Kumrow, Clarice - Trust	11-87-22	NW NE EX R.R. 11-87-22	36.13	44.34%	1602.18	1.790%	100	\$7,606.23	\$210.52
116	DD 56	872211200002	Kumrow, Clarice - Trust	11-87-22	SW NE EX R.R. 11-87-22	36.79	38.34%	1410.44	1.576%	100	\$6,695.98	\$182.01
117	DD 56	872211200003	Kumrow, Dan Kumrow, Tamara	11-87-22	COM @ NE COR W329FT BEG W648FT S650FT E648FT N650FT BEG 11-87-22	9.18	28.01%	257.16	0.287%	100	\$1,220.83	\$132.99
118	DD 56	872211200006	Kumrow, Clarice - Trust	11-87-22	NE NE EX TRACTS 11-87-22	26.77	27.46%	735.14	0.821%	100	\$3,490.03	\$130.37
119	DD 56	872211200007	Kumrow, Clarice - Trust	11-87-22	SE NE EX TR 11-87-22	38.57	36.26%	1398.61	1.562%	100	\$6,639.80	\$172.15
120	DD 56	872211200008	Magnum Alliance, LLC	11-87-22	BEG SE COR NE1/4 N 232.89' W416' S282' E416' N49.11' POB PARCEL "B" 11-87-22	2.48	28.79%	71.40	0.080%	100	\$338.97	\$136.68
121	DD 56	872211300001	Topp, Robert Topp, Lori	11-87-22	NW SW 11-87-22	12.00	54.45%	653.42	0.730%	100	\$3,102.07	\$258.51
122	DD 56	872211300002	Topp, Robert Topp, Lori	11-87-22	NE SW 11-87-22	31.00	32.47%	1006.63	1.124%	100	\$4,778.91	\$154.16
123	DD 56	872211300004	Topp, David B Topp, Carole A	11-87-22	SE SW 11-87-22	18.82	27.80%	523.29	0.585%	100	\$2,484.26	\$132.00
124	DD 56	872211400001	Topp, David	11-87-22	NW SE EX R.R. 11-87-22	36.38	35.21%	1281.00	1.431%	100	\$6,081.48	\$167.17
125	DD 56	872211400002	Topp, David	11-87-22	NE SE 11-87-22	39.00	39.57%	1543.34	1.724%	100	\$7,326.91	\$187.87
126	DD 56	872211400003	Topp, David	11-87-22	SW SE EX R.R. 11-87-22	34.72	39.05%	1355.84	1.515%	100	\$6,436.76	\$185.39
127	DD 56	872211400004	Topp, David	11-87-22	SE SE 11-87-22	36.84	35.67%	1314.00	1.468%	100	\$6,238.12	\$169.33
128	DD 56	872212100001	Kumrow, Clarice - Trust	12-87-22	NW NW 12-87-22	38.00	46.87%	1780.93	1.989%	100	\$8,454.85	\$222.50
129	DD 56	872212100002	Federwitz, DuWayne Joint Revocable Trust Federwitz, Virginia Joint Revocable Trust	12-87-22	NE NW 12-87-22	39.00	41.88%	1633.39	1.825%	100	\$7,754.43	\$198.83
130	DD 56	872212100003	Topp, Robert Topp, Lori	12-87-22	SW NW 12-87-22	39.00	42.64%	1663.08	1.858%	100	\$7,895.37	\$202.45
131	DD 56	872212100004	Topp, Robert Topp, Lori	12-87-22	SE NW 12-87-22	40.00	41.46%	1658.40	1.853%	100	\$7,873.13	\$196.83
132	DD 56	872212200001	The McCartney Family Trust	12-87-22	NW NE 12-87-22	24.92	29.31%	730.38	0.816%	100	\$3,467.45	\$139.14



East Tract	Taxing District	Parcel	East Entity	Sec-Twp-Rng	Legal	Acres	% Benefit	Units Assessed	% Units Assessed	Percent of Levy	Assessment for Project (entire tract basis)	Assessment for Project (per acre basis)
133	DD 56	872212200003	The McCartney Family Trust	12-87-22	SW NE 12-87-22	25.00	22.73%	568.35	0.635%	100	\$2,698.19	\$107.93
134	DD 56	872212300001	Topp, David B Topp, Carole A	12-87-22	NW SW 12-87-22	39.00	31.76%	1238.47	1.383%	100	\$5,879.53	\$150.76
135	DD 56	872212300002	Topp, David B Topp, Carole A	12-87-22	NE SW 12-87-22	35.00	38.22%	1337.78	1.494%	100	\$6,351.00	\$181.46
136	DD 56	872212300003	Topp, Carole A	12-87-22	SW SW 12-87-22	36.67	32.91%	1206.98	1.348%	100	\$5,730.06	\$156.26
137	DD 56	872212300004	Topp, Carole A	12-87-22	SE SW 12-87-22	9.00	34.38%	309.43	0.346%	100	\$1,469.01	\$163.22
138	DD 56	872212400001	McCartney, Michael W & Cynthia J 2/3; Strutz, Theo 1/3	12-87-22	NW SE 12-87-22	4.00	12.49%	49.95	0.056%	100	\$237.11	\$59.28
139	DD 56	872213100001	Topp, LaVonne S - Trust	13-87-22	NW NW 13-87-22	26.42	21.47%	567.14	0.634%	100	\$2,692.45	\$101.91
152	DD 56	872202400007	Heuer, Sandra Kumrow -2/3 Kumrow, Reginald - 2/3 (Deed) Kumrow Dan V - 1/3 (Contract 2/3) Kumrow, Tammy S - 1/3 (Contract 2/3)	2-87-22	SW SE EX R.R. & EX TRS	8.68	41.48%	360.01	0.402%	100	\$1,709.14	\$196.91
153	DD 56	872209400006	PLA Enterprises, LLC	9-87-22	COM S1/4 COR E851' POB E262' N426' W262 S426' POB PARCEL "A"	1.50	2.07%	3.11	0.003%	100	\$14.76	\$9.84
					Averages			973.03				\$185.12
					Totals	2162.33			100.000%		\$425,000.00	





AUDIT 291269

January 31, 2020
Folder: 03038-93

HARDIN COUNTY DRAINAGE DISTRICT 25

c/o Lee O. Gallentine, PLS & PE
Clapsaddle-Garber Associates, Inc. (CGA)
739 Park Avenue
Ackley, Iowa 50601

RE: Proposed 18.0 Inch Encased Water – Drainage District Tile Pipeline Crossing at Mile Post 124.61, on the Mason City Subdivision at or near Garden City, Hardin County, Iowa.

Lee Gallentine:

This will acknowledge receipt of the following documentation relating to your intent to construct a pipeline crossing under Union Pacific Railroad Company's tracks and right of way at Mile Post 124.61 on the Mason City Subdivision, at or near Garden City, Hardin County, Iowa:

- Notice of Intent to construct
- Specification Exhibit A
- The \$750.00 License Fee. (If applicable)

This letter replaces the previous correspondence, dated October 30, 2018, as the crossing will hereby be shifted roughly 80 feet to the south, and the casing and carrier pipe sizes will be increased, as described in the attached Exhibit A.

You are required to comply with Iowa Code Section 476.27 and 199 IAC Chapter 42, including but not limited to, providing Union Pacific Railroad Company with written notice at least ten days prior to your commencing any construction, maintenance or repair of your facilities on Union Pacific's right of way. Please, contact the following parties directly before commencing any work on Railroad property:

Railpros Flagging
up.info@railpros.com
(877) 315-0513 x 116

Zachery L. Chaney
MGR I SIGNAL MNTCE
Phone: 402-690-8287
zlchaney@up.com

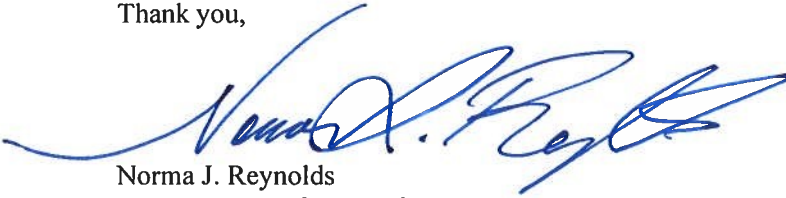
The Railroad Company has authorized the installation of fiber optic cable facilities on its property in certain areas. Prior to commencing any work on the Railroad Company's property, you should contact the Railroad Company at **1-800-336-9193** to **determine if a fiber optic cable is buried on the subject property**. Telephone numbers are provided for your convenience, and not as a substitute for written notice.

The Railroad Company requires Utility to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

If you have any questions, comments, or concerns, please feel free to reach out to me, via email at njreynolds@up.com, or via phone at (402) 544-8571.

Thank you,

A handwritten signature in blue ink, appearing to read "Norma J. Reynolds". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

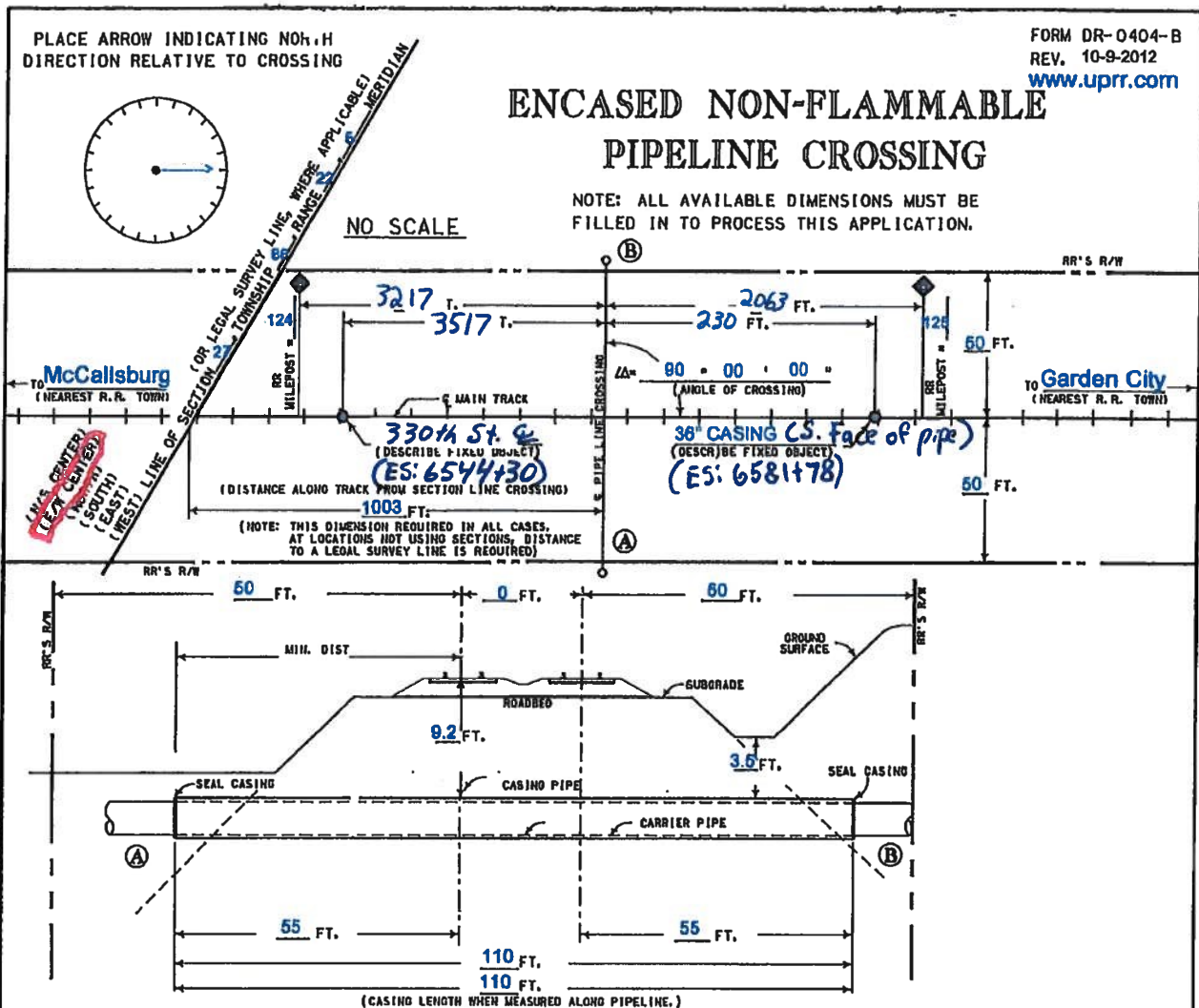
Norma J. Reynolds
Manager II Real Estate Contracts

PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

FORM DR-0404-B
REV. 10-9-2012
www.uprr.com

ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.



LAT: 42.233788° UPRR SUBDIVISION NAME:
LNG: 93.395368° MASON CITY SUBDIVISION

NOTE: REFER TO AREMA VOLUME 1 PART 8 FOR REQUIREMENT RELATING TO PIPELINE CROSSINGS.

A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES; NO;

B) IF YES, NAME OF STREET NA.

D) DISTRIBUTION LINE OR TRANSMISSION LINE _____

C) CARRIER PIPE :
COMMODITY TO BE CONVEYED WATER - DRAINAGE DISTRICT TILE
OPERATING PRESSURE 0 PSI
WALL THICKNESS 0.41" ; DIAMETER 18" ID ; MATERIAL D.I.P. ;

E) CASING PIPE :
WALL THICKNESS 0.46875 ; DIAMETER 29.06" ID ; MATERIAL STEEL ;
NOTE : CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.

F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
 DRY BORE AND JACK (WET BORE NOT PERMITTED) ;
_____ TUNNEL ; OTHER _____

G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES; _____ NO;

H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK. 65 (30" MIN.)

I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE DOES ; _____ DOES NOT ; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 2017-0208-022

EXHIBIT "A"
(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.
Mason City Sub.
(SUBDIVISION)

M. P. 124.61 — E. S. 6579+47

ENCASED _____ CROSSING AT
Garden City Hardin IA
(NEAREST CITY) (COUNTY) (STATE)

Hardin County Drainage District 25
(APPLICANT)

RR FILE NO. 3038-93 DATE 1-28-2020

WARNING
IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE 1 1-800-336-9193