

AGENDA
REGULAR DRAINAGE MEETING
January 2, 2020 9:00 AM
To Follow Board of Supervisors 8:30 AM Meeting

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

Documents:

[12_18_2019 - DRAINAGE MINUTES.PDF](#)

4. Discuss W/ Possible Action - Drainage Trustee Election Canvas
 - Set date and time for Drainage Trustee Election Canvas. Proposed date: Tuesday, January 21 at 10:30 AM, as Martin Luther King Day falls on Monday, January 20th and the Courthouse will be closed for the holiday.
5. DD 55 Wetland Project - Presentation Date Confirmation
 - Mike Bourland confirms his availability for DD 55 Wetland Presentation on January 22, 2019 at 1:00 pm.
6. DD 124 - WO 259 - Discuss W Possible Action
 - Landowner Steve Kjorme stopped in and requested a status update on WO 259.
7. DD 22 - WO 276 Discuss W Possible Actions
 - DD 22 - WO 276 - Landowner Randy Silvest requests update on work in his field. Heather Thomas of CGA has provided an update via email and will reach out to Randy.
8. DD 160 - WO 283 - Discuss W Possible Action
 - DD 160- WO 283 - Kenny Smith reports tile outlet is plugged where it meets open drainage ditch.

Documents:

[DD 160 - WO 283.PDF](#)
[DD 160 - WO 283 MAP.PDF](#)

9. DD 9 - Discuss W/ Possible Action - ROW Easement
 - DD 9 - Discuss w Possible Action, Draft of Tile Line ROW Easement.

Documents:

[DD NO. 9 TILE LINE EASEMENT - DRAFT 12312019 \(002\).PDF](#)

10. Other Business
11. Adjourn Meeting

REGULAR DRAINAGE MEETING
December 18, 2019 8:30 AM

12/18/2019 - Minutes

1. Open Meeting

Hardin County Board of Supervisors Chairperson, Renee McClellan, opened the meeting. Also present were Trustees Lance Granzow and BJ Hoffman; County Attorney, Darrell Meyer; County Engineer, Taylor Roll; Environmental Health, Jessica Sheridan; Lee Gallentine with Clapsaddle-Garber Associates (CGA); Landowners Royle Duncan and Jason Martin; and Drainage Clerk, Denise Smith.

2. Approve Agenda

McClellan moved to approve the agenda. Granzow seconded. All ayes. Motion carried.

3. Approve Minutes

McClellan moved, Granzow seconded, to approve the minutes for Regular Drainage Meetings dated 12/4/2019, 12/11/2019 and Landowners Meeting dated 12/4/2019. All ayes. Motion carried.

4. Approve Claims For Payment

Smith noted an error that was corrected. Pay estimate No. 5 to Clapsaddle-Garber Assoc. was incorrectly entered and should have been payable to Hands On Excavating, correction was made. Granzow moved, McClellan seconded, to approve the claims for payment with pay date of Friday, December 20, 2019. All ayes. Motion carried.

DD 22 Postage Landowner Mtg, 21 @ \$0.35 each, Hardin Co. Auditor \$7.35

DD 22 Pay Estimate No 4 Main Tile Repairs, Gehrke Inc. \$111,851.10

Pay Estimate No. 5 Clapsaddle- Garber Assoc. \$4,209.68

Pay Estimate No. 5 Clapsaddle - Garber Assoc. -\$4,209.68

DD 143 Pay Estimate Number 5 Hands On Excavating LLC \$4,209.68

DD 9 For Prof. Services- Annexation & Reclass. The Davis Brown Law Firm \$75.00

DD 48 WO 274 Inv. Meandering Open Ditch Clapsaddle-Garber Assoc. \$322.60

DD 25 Contract Admin, Repair to Lat 3 & Main Tile Clapsaddle-Garber Assoc. \$1,025.95

DD 128 WO 127 Contract Admin for Tile Install Clapsaddle-Garber Assoc. \$439.50

DD H-S 35-1 WO 240 Parts, labor, & transportation Honey Creek Land Improvement, LLC \$3,242.25

DD 143 - WO 241 Pay Estimate No. 5 Clapsaddle-Garber Assoc. \$4,209.68

DD 25 WO 1 Work revising UPRR Crossing Clapsaddle-Garber Assoc. \$1,139.00

DD 86 WO 252 Prep of Engineers Report Clapsaddle-Garber Assoc. \$1,527.30

DD 119 WO 249 - Parts, Labor & Equip. Transport Honey Creek Land Improvement, LLC \$3,364.80

DD 124 - WO 225 Tile locate along D41 Honey Creek Land Improvement, LLC \$450.00

DD 128 Pay Estimate No. 5 Hands On Excavating, LLC \$6,822.00

5. Discuss W Possible Action - Wind Turbine Ordinance / Drainage Utility Permit Language

County Attorney Darrel Meyer opened the discussion of Wind Turbines and Drainage Utility Permits. Landowners Jason Marten and Royle Duncan are in attendance for the discussion. Attorney Meyer wanted to start a conversation with landowners who will be directly impacted. County Engineer Taylor Roll shared a map that shows parcels with landowners who have signed an easement with the wind turbine company, and when compared to the drainage district map of the proposed wind turbine site, there is a large amount of overlap in the parcels with easements and the drainage districts, as this section of the county has a large amount of drainage district infrastructure.

Attorney Meyer wanted to give the landowners the opportunity to protect themselves and their investment in the drainage district facilities as they see fit. Our Board of Supervisors acts as Trustees for many of the drainage, Marten is also a Trustee in a private district. Copies of the current Utility Permit Application Across Drainage Districts were made available to all attendees, for study and review. Attorney Meyer encouraged the landowners to review, and to discuss any changes they would like to see in the drainage utility permit.

Marten stated he was very concerned about the construction of the wind turbines and district tile. Marten stated that even if you did not have a turbine on your land, that the wind turbine company could still run underground lines through our land with an easement. Marten expressed concerns about what happens if tiles are damaged in construction and not discovered until later, would that wind turbine company repair tile damages a year or even later after construction. Marten stated the wind turbine company would repair at common rates.

Granzow expressed concerns that if one landowner opts in for a wind turbine location, and his neighbors do not, then any repair or maintenance costs are shared by the landowners who do not receive the payment from the wind turbine in their parcel, and that would include costs for engineering, maintenance and repairs, and that these costs could change by because of the installation of a turbine.

Gallentine stated that the wind turbine project in Franklin County at Bradford used the honor system and that the wind turbine contractors would repair the tile as they went, and now 10 years later they are still doing repairs because it was unknown that it was hit during installation and was concerned about how much lost production that has caused. Near Latimer, during installation a crane walk was done over the tile, and CGA would confirm that there was no major ground deformations, at Bradford there were issues because the contractor used the county's 100 year old hand drawn map that is now on GIS, so when coordinates showed a tile, the contractor would dig expecting to find tile, regardless of the fact that there could have been on the top of the hill. Many of the contractors doing install work are from out of state and the southern states that do not utilize drainage tile in the way that our districts do, so they do not have a proper frame of reference for common drainage practices here. The Latimer project worked well with oversight but that project is only a couple months old, so time will tell.

Marten stated that he farms near two wind turbines by Garden City and the land is just wet all around the turbine sites. Gallentine noted that the turbine construction will disturb the soil characteristics. Marten noted that people who have tiled for a long time have shared that once the lines between turbine sites are buried underground, those cables act like a tile and will draw water into the disturbed soil trench, and water takes the least resistance flow, and will run along the cable system all the time. Marten stated perhaps they should run a tile parallel to the utility cables to take that water away. Marten stated the turbine cables would only be about 3' deep, so anytime you would go into to do a tile repair, the turbine cabling would be right on top of the district tile.

Gallentine stated that Franklin County required the turbines to go under the district tile, and this did give the turbine installer some issues, but that they bored almost all of the electrical lines at the tile crossings, and did not open trench them except in open fields. Hoffman stated he had a discussion with several experts in the wind turbine field, and they were unaware that many of the facilities in these districts were clay tile, and they assumed that all the tiles in the ground were plastic and you could drive over them with anything and the tile would be fine. Hoffman stated that the contractor asked if he drove a piece of heavy equipment over a clay tile that only had 4" of cover if it would be destroyed, Hoffman told him yes it would probably sustain damages. Hoffman stated when they realized that there was so much drainage tile in Hardin County they were very surprised.

Gallentine stated that the contractor in Franklin County had never seen a tile larger than 8" and was amazed when he found a 36" tile. Gallentine stated that some contractors used a mat for a crane walk that would fully compress when the crane drove over it but would spring back when the crane drove off, and that surely due to the weight of the equipment something was surely compressed underground.

Hoffman discussed with the Siemens maintenance crews that they had no clue what drainage facilities were, and they thought that it was all small plastic tile. Siemens' crew does maintenance on the wind turbines once installed, and they did not want the negative association that they were out to destroy district tile because they were out doing regular maintenance. Hoffman stated many people do not know how drainage assessments work, and that while one person may benefit from the wind turbine, that others in your drainage district will be paying for your decision and that educating the public on these issues is important. Siemens' crew had no idea how much a

drainage project could cost, and Hoffman explained that some drainage projects can be upwards of a million dollars, and that is a lot of risk that landowners who have no stake in the turbines are taking on.

Gallentine noted that the contractor who do the maintenance have a larger level of commitment than the install contractors here for a few months from CVhicago or Georgia. Hoffman noted that the maintenance crews live and work in our communities, and want to be responsible stewards, and are left with being the face of wind energy when the install crews leave town. Gallentine stated in Franklin County, that all of CGA's invoices were paid by the County and then reimbursed by Alliant, as was recommended by the Franklin County Attorney, so as not to appear that CGA was working for the utility and not the County or Drainage District.

6. DD 31 - WO 278 - Discuss W Possible Action - Investigation Summary

DD 31 - WO 278 - This was landowner Jerry Kielsmeier, that had a couple of sinkholes, CGA went out and probed, and found sinkholes on main large tile, CGA suspects collapsed tile or wide joint recommends sinkholes/blowouts be excavated, the cause verified to be the Main tile and the appropriate repair to be completed. Motion by Granzow to approve Investigation Summary and send to contractor lottery for repair. Second by McClellan. All ayes. Motion carried.

7. DD 34 - WO 189 -Discuss W Possible Action - Repair Summary

DD 34 - WO 189 - Johnson's ground has an open ditch, with upstream there are two existing main tiles that parallel on another, and there were some blowouts, it had been previously decided to send Contractor Hull out, but Hull did not submit proper paperwork so Hands On ended up doing the repair work, there were some collapsed tile and wide joints, many of the same type of maintenance issues we have seen on this district for quite awhile. Area may still need some seeding. Trustees directed Smith to verify that seeding was done. Gallentine stated at some point, we may need to look at it again to decide if they want to address or if they want to keep doing piecemeal repairs, issues on this district are not going away. Granzow stated at some point we should review with landowner's again. Granzow stated why don't we look at addressing this towards end of January/beginning of February. Trustees directed Smith to add to an agenda at that time.

Granzow motioned to approve the Repair Summary and to direct Smith to verify seeding has been done with Hands On. Second by McClellan. All ayes. Motion carried.

8. DD 109 - WO 269 - Discuss W Possible Action - Repair Summary

DD 109- WO 269 - Dennis Prochaska had submitted a request for tile repair, due to trees within 50' of district tile. CGA investigated and recommends verifying location of district tile and removal of any trees within 50' of the main tile route and stumps of trees treated to prevent regrowth.

McClellan motioned to approve the Investigation Summary recommendation and send to contractor lottery for repair. Second by Granzow. All ayes. Motion carried.

9. DD 128 - WO 279 - Discuss W Possible Action - Investigation Summary

DD 128 - WO 279 Dean Bright reported wet spot west of his acreage that was seeping, Gallentine notes this was close to a previous repair and there is main district tile and private tile in the area, and won't know which until it is excavated. CGA recommends excavation to determine the cause.

Motion by Granzow to approve the investigation Summary recommendation and send to contractor lottery for repair. Second by McClellan. All ayes. Motion carried.

10. DD 131 - WO 275 - Discuss W Possible Action - Investigation Summary

DD 131 - WO 275 Greg Huebner reported a large blowout on a main line of 131 east of his building site. Hole is 4' deep and tile is not visible, recommends excavation and repair.

Motion by Granzow to approve Investigation Summary and send to contractor lottery for repair. Second by McClellan. All ayes. Motion carried.

11. Drainage Utility Permit 2019-4 Aureon - Discuss W Possible Action - Utility Crossing Summary

Drainage Utility Permit 2019-4 Aureon - This permit in western part of county, this report is where installation runs parallel to the road, and where it was exposed they met the clearance requirements, separated the utility install and district tile by at least 2'. Aureon did not expose the tile and utility in every spot because they ran parallel to

one another. As near as CGA can tell, clearance was maintained. The utility wanted to be located shallow so their utility line lies above the district tile, and this would be a variance that the Trustees would need to approve, and the utility did not install signage as they ran parallel. So those would be two variances that would need approval. The utility is buried only 3' at most in the road shoulder. CGA did not have any issues with their work, Granzow wanted to ensure that the work done would be covered by the Drainage Utility permit as it would relate to any damages caused by the utility install and that the Utility was aware that if any work on district tile occurred later that their utility may be in the way as it lies above the district tile. Gallentine noted that item 12 in the permit should cover those issues. It was discussed that Aureon may only be the installer and not the ultimate owner of the utility. Gallentine has questions about this permit because the permit does cover multiple districts, and this permit only took the to Hwy 65, and Aureon only called CGA to verify for the first 2 districts they passed through in the county, and he is unsure where Aureon is at in their work now or if they passed through the other districts listed.

Motion by Granzow to table this permit pending further review. McClellan seconded. All ayes. Motion carried.

12. Other Business

DD 9 - WO 229 - Request for an update on DD 9 WO 229 from Tom Roberts, right now the easement on Ron Sailer's property is out to legal with attorney Mike Richards, Smith has not received an update from Richards as to the status of the easement. Gallentine has no further updates. Smith will reach out to Mike Richards for an update.

DD 1 WO 244 - Crop Damage- Smith had received a request for crop damage from Clifford Kitzman for damages on Douglas Hess's property due to having to haul everything across a deep draw to west drive to load out due to work order repair work equipment in east drive. Kitzman custom farms for Doug Hess, Kitzman noted an additional \$250.00 billed to Hess for the additional work. Claim was for 2 acres of beans.

Motion by Granzow to have CGA verify acres damaged. Second by McClellan. All ayes. Motion carried.

Iowa Dept. of Ag Land Stewardship had submitted a CREP Wetlands Plan for DD 55-3, which CGA has reviewed and returned comments to Mike Bourland. Bourland requests a time to come in and present to the Trustees. Trustees selected January 22, 2020 at 1:00 PM for the presentation. Smith will verify availability with Mike Bourland.

13. Adjourn Meeting

Motion by McLeland to adjourn meeting. Second by Granzow. All ayes. Motion carried.



Drainage Work Order Request For Repair

Hardin County

Date: 12/31/2019

Work Order #: WO00000283

Drainage District: DDs\DD 160 (51177)

Sec-Twp-Rge: 11-89-19 **Qtr Sec:** SW NW EX RR

Location/GIS: 89-19-11-300-001

Requested By: Ken Smith

Contact Phone: (641) 847-2782

Contact Email: _____

Landowner (if different): Lawrence Ryken

Description: Ken Smith reports plugged tile outlet where it meets the open drainage ditch and water is bubbling up out of the ground. Ken states that recently utility contractor replaced electric poles and left diggings in ditch plugging up the tile outlet and did not return to remove diggings.

Repair labor, materials and equipment: _____

Repaired By: _____ **Date:** _____

Please reference work order # and send statement for services to:

Hardin County Auditor's Office
 Attn: Drainage Clerk
 1215 Edgington Ave, Suite 1
 Eldora, IA 50627
 Phone (641) 939-8111
 Fax (641) 939-8245

For Office Use Only

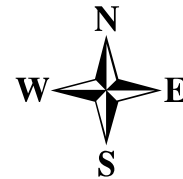
Approved: _____ **Date:** _____



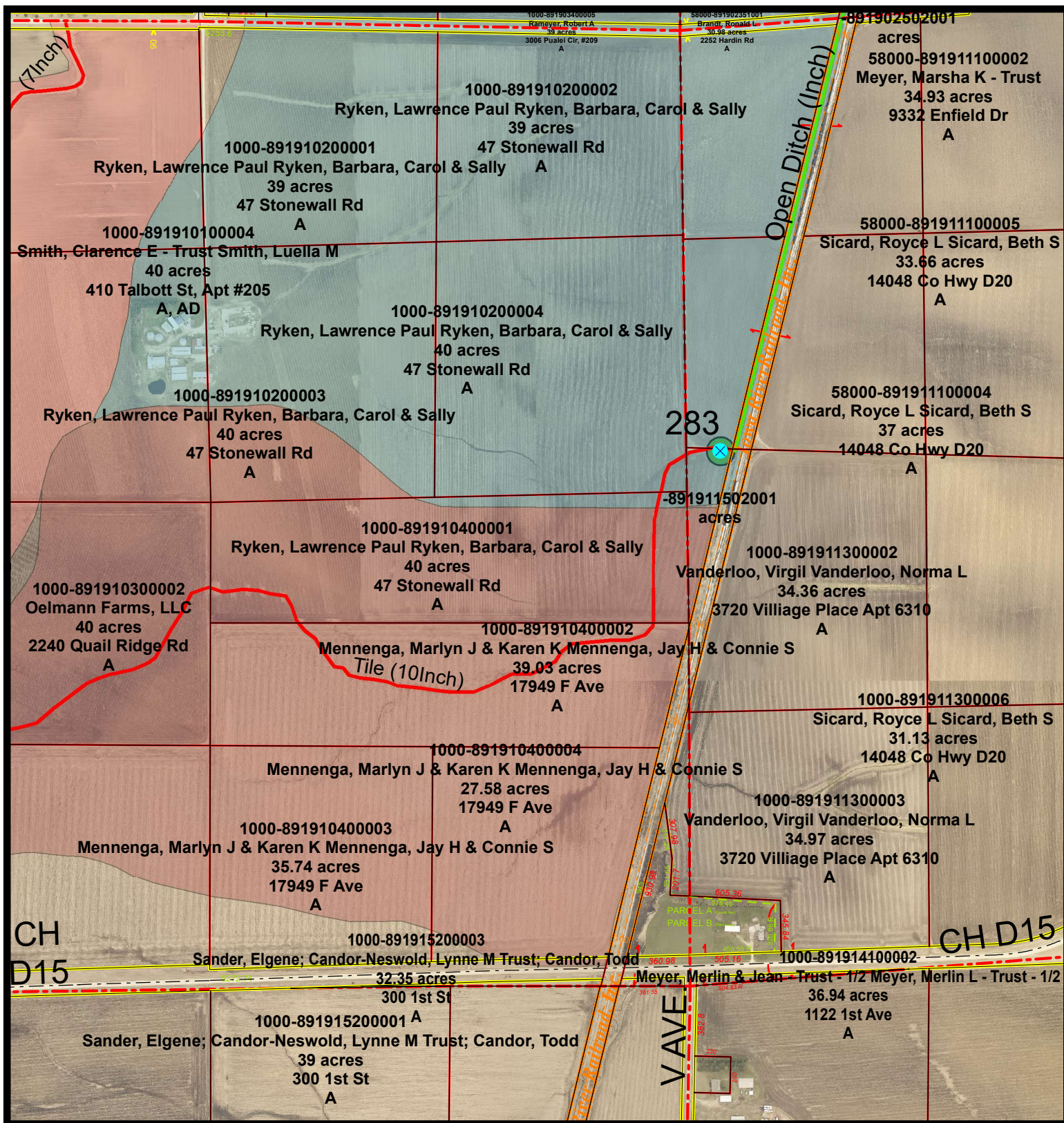
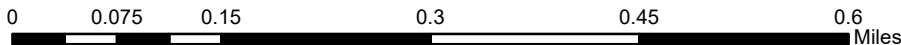
Drainage Tiles

- Lateral
- Main
- Open Ditch
- Private Tile

Hardin County Auditor's Office



Date: 12/31/2019



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. Hardin County makes no warranties, express or implied is to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update. Cadastral Data represents land ownership, but does not define it. This Data does not replace a legal survey.

**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

TILE LINE EASEMENT AGREEMENT

This Tile Line Easement Agreement (“Agreement”) is made as of the ____ day of _____, 20__, by and between Ronald Sailer & Catherine Sailer, husband and wife (collectively, “Grantor”), and the Trustees of Drainage District No. 9, Hardin County, Iowa, (collectively, “Grantee”).

RECITALS

A. Grantor is the titleholder of real property legally described on Exhibit A, which is attached hereto and incorporated herein by this reference (the “Sailer Property”).

B. Pursuant to Iowa Code Section 468.1 et seq., the Board of Supervisors of Hardin County, Iowa established Drainage District No. 9, Hardin County, Iowa on or about _____ (the “District”).

C. Grantor has agreed to grant Grantee the right to construct a tile drainage line across a portion of the Sailer Property, with a point of terminus on the eastern boundary of the Sailer Property (the “Point of Terminus”) to discharge at the surface near an existing drainage tile within the established District (the “Point of Discharge”).

D. All rights, privileges, and burdens created or imposed upon Grantee shall likewise bind and inure to the benefit of the successors-in-interest, assigns, and mortgagees of Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I GRANT

1.1 Grant. Grantor hereby grants to Grantee a perpetual, non-exclusive easement on, over, across, and through portions of the Sailer Property for purposes of installing, constructing, maintaining, repairing, and replacing a tile drainage line which shall be 10 foot in width, 5 feet on each side of the center line as-built, from the Sailer Property up to the Point of Terminus (the “Easement Area”) to discharge at the surface near an already existing drainage tile at the Point of Discharge.

1.2 Maintenance. Grantee, at its sole cost and expense, shall install, maintain, and repair, as necessary, the drainage tile on the Sailer Property, and shall repair the damage to the Easement Area caused by such installation, maintenance, or repair. The tile line installed by Grantee shall at all times be the sole and separate property of Grantee. Grantee shall, upon completion of any construction, reconstruction, repair, or maintenance of any portion of the Easement Area, or land appurtenant thereto, restore such portion of the Easement Area or such appurtenant areas in a good and workmanlike manner, and in a condition comparable to its condition before construction, reconstruction, maintenance, repair, or alteration.

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.

2.3 Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties relating to the subject matter hereof, superseding all earlier agreements or representations, oral or written.

2.4 Amendment. Any change or amendment to this Agreement shall be effective only if it is in writing and signed by all of the parties to this Agreement, and properly recorded.

2.5 Waiver. Any failure, forbearance, delay, or omission to exercise any rights under this Agreement in the event of a breach of any term of this Agreement shall not be deemed to be a waiver by any party of such term or any subsequent breach of the same or any other term, or of any rights of any party under the terms of this Agreement.

2.6 Severability. If any provision of this Agreement, or the application of it to any circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to other circumstances than those to which it is found to be invalid, as the case may be, shall not be affected. Moreover, if such invalidity is based upon its scope or breadth, a court of competent jurisdiction shall be empowered to reform such provision(s) to make the same effective to the fullest scope or breadth permitted by law.

2.7 Governing Law. This Agreement shall be construed in accordance with the State of Iowa.

2.8 Headings. The article and section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part thereto.

2.9 Constructive Notice. The parties shall take all reasonable steps necessary to insure that their respective successors, assignees, transferees, and occupants have knowledge of all the terms and conditions of this Agreement.

2.10 Construction of Terms. Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

[End of Agreement; Signature Pages to Follow]

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

GRANTOR: Ronald Sailer

GRANTOR: Catherine Sailer

(Signature)

(Signature)

STATE OF IOWA)
) SS:
COUNTY OF HARDIN)

This instrument was acknowledged before me on the ____ day of _____, 20__
by Ronald Sailer and Catherine Sailer, husband and wife.

_____, Notary Public

[Signature Page Continues on Next Page]

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

By

Name _____
Title _____

STATE OF IOWA)
) SS:
COUNTY OF HARDIN)

This instrument was acknowledged before me on the ____ day of _____, 20__
by _____ as _____ for Trustees of
Drainage District No. 9, Hardin County, Iowa.

_____, Notary Public

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.*