

**JONES COUNTY
PLANNING & ZONING COMMISSION**

AGENDA

**TUESDAY, JANUARY 9, 2024 4:30 p.m.
COMMUNITY ROOM, JONES COUNTY COURTHOUSE**

- 4:30 p.m.**
- Call meeting to order, approve agenda, and December 12, 2023 meeting minutes.

 - Public Hearing for owner and applicant, ECG Commercial Development-Jason Gideon, to rezone parcel 2008-129 containing 2.73 acres in the SW ¼ NE ¼ of section 20 of Fairview Township, located at 23381 County Road E34, Anamosa, from the R-Residential District to the C2-Highway Commercial District.

 - Action to make a recommendation to the Board of Supervisors for the rezoning application for ECG Commercial Development-Jason Gideon, to rezone parcel 2008-129 containing 2.73 acres in the SW ¼ NE ¼ of section 20 of Fairview Township, located at 23381 County Road E34, Anamosa, from the R-Residential District to the C2-Highway Commercial District.

 - Public hearing on a preliminary plat for owner Ricky G & Virginia R Caspers, to subdivide Lot 13 of Wapsi Ridge 1st Addition , Section 15, of Fairview Township into a three lot subdivision called Wapsi Ridge 2nd Addition.
 - Possible action on preliminary plat for Wapsi Ridge 2nd Addition subdivision.

 - Discuss pipeline ordinance as requested by the Board of Supervisors. Possible action.

 - Next meeting, February 13, 2024. Application deadline is Wednesday January 24, 2024.

 - Adjourn

Members present:

Tim Fay, Chairman
Kristina Doll
Janine Sulzner
Lowell Tiedt- arrived at 4:48 p.m.

Members Absent:

Keith Stamp

Staff present:

Whitney Hein, Jones County Auditor

Visitors present:

Jason Gideon

Fay called the meeting to order at 4:30 p.m.

Motion by Sulzner seconded by Doll to approve the agenda to the meeting. All aye. Motion carried.

Motion by Doll seconded by Sulzner to approve the meeting minutes for the November 14, 2023 meeting. All aye. Motion carried.

Motion by Sulzner seconded by Doll to open the public hearing at 4:30 p.m. to rezone Lot 1 of Energy Consultants Group 2nd Addition containing 2.97 acres located in Section 20 of Fairview Township, located at 9663 230th Ave., Anamosa, from the C-1 Commercial District to the C2-Highway Commercial District. All aye. Motion carried.

The application, aerial map, and written report were sent to the Commission and certified letters were sent to adjacent landowners. At the time of the meeting, all of the adjacent landowners had received their certified letters. There were no written or verbal comments received on the application. The owner and applicant both received a copy of the written report.

Discussion:

The Owner/applicant, Jason Gideon, explained the reasoning for the rezoning request which is for an auto dealership to be established on the property. Gideon also informed the commission that he has entered into a purchase agreement with the owners of the Residentially zoned property to the south and will be requesting to have that re-zoned to C2 as well.

Motion by Doll seconded by Sulzner to close the public hearing at 4:41 p.m. All aye. Motion carried.

Motion by Sulzner seconded by Doll to recommend table approval to the Board of Supervisors to rezone Lot 1 of Energy Consultants Group 2nd Addition containing 2.97 acres located in Section 20 of Fairview Township, located at 9663 230th Ave., Anamosa, from the C-1 Commercial District to the C2-Highway Commercial District and acknowledge the southwesterly side of the existing principal structure does not meet set back requirements along parcel 0920252012 which is zoned R- Residential noting that the setback is 50 foot and the structure lies approximately 47 feet from the property line.

Roll call vote:

Sulzner- Aye

Doll -Aye

Fay – Aye

All aye. Motion carried.

Fay discussed the Jones County Zoning Ordinance lighting and sign requirements with the property owner.

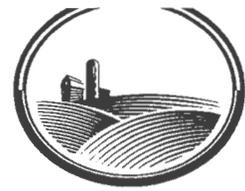
Tiedt arrived at 4:48pm

The Commission briefly discussed a potential pipeline ordinance.

Next meeting, will be Tuesday, January 9, 2024, at 4:30 p.m.

Motion by Tiedt seconded by Doll to adjourn at 5:04 p.m. All aye. Motion carried.

Jones County Land Use
 Rm 113 Courthouse, 500 W Main St.
 Anamosa, Iowa 52205
 Phone: 319-462-2282 Fax: 319-462-5815
 Email: landuse@jonescountyiowa.gov
 Website: www.jonescountyiowa.gov



JONES COUNTY LAND USE

Written Report of the Jones County Land Use Administrator Request to Amend the Jones County Zoning Map

Application from:	Energy Consultants Group LLC, owner Jason Gideon, applicant
For property located at:	23381 County Rd. E34, Anamosa
Brief legal descriptions:	Lot 1 Energy Consultants Group 2 nd Addition in Section 20 of Fairview Township
Parcel numbers:	09-20-252-012
Parcel size:	Approx. 2.73 Acres
Current Zoning District:	R-1 Residential
Proposed Zoning District:	C-2- Highway Commercial
Purpose:	To rezone the parcel from the R-1 Residential District to C-2 Highway Commercial District.
Date application received:	December 19, 2023
Applicable fee:	\$250 paid on December 19, 2023
Planning and Zoning meeting date:	January 9 th , 2024
Notice published: (Article XXV-Section 5)	Week of December 25,2023 (11-13 days' notice provided; 7-20 days required)
Adjacent property owners notified by certified mail: (Article XXV-Section 5)	December 21, 2023
Report mailed to Planning and Zoning Commission:(Article XXV-Section 7)	January 3, 2024
Report mailed to Applicant: (Article XXV-Section 7)	January 3, 2024

Copy of application, statement of intent and parcel map attached.

See pages 2, 3 and 4 for report.

Page 2: Applicant: Jason C. Gideon
Property Address: 23381 County Rd E34, Anamosa
Planning and Zoning meeting date: January 9, 2024 4:30 p.m.
Report of the Jones County Land Use Administrator
(Article XXV-Section 7)

Written Report Provided	Consultation by the following, if necessary (Article XXV-Section 7):
	<i>Jones County Engineer- Derek Snead</i>
Comments:	<ul style="list-style-type: none"> • <i>Jones County has established rules for control of access to secondary roads. This policy was developed to formalize Jones County's requirements for the location and establishment of driveways, field accesses and farm entrances requested by county property owners. If a new access will be constructed or if there are any proposed changes to an existing property access, the property owner must file an 'Application for Access' with the Jones County Secondary Road Department prior to commencing any access construction.</i> • <i>Jones County has established an ordinance to ensure uniform building and structural alterations along County public secondary road rights-of-way that will protect and preserve the highway corridor. If a property owner desires to build a structure or alter an existing structure that is within thirty feet of the secondary road right-of-way, then a variance request must be filed with the County Engineer's Office before any construction may commence.</i> • <i>Any work that may necessitate work (ditching, driveway resurfacing, etc.) within the County road right-of-way must first obtain an Application for Alteration of Public Right-of-Way before commencing with construction.</i> <p><i>If the applicant has any questions on any of the above conditions, please contact myself for more information and guidance.</i></p>
	<i>Jones County District Soil Conservationist – Addie Manternach</i>
Comments:	<i>I do not see any major concerns/impacts of the proposed rezoning in Section 20, Fairview Township, by the ECG Commercial Development. However, precautions should be taken to control soil erosion and sediment runoff from the site during any construction where earthmoving occurs or existing land cover is disturbed, as there is the potential for increased soil erosion from wind and rain, resulting in degraded lands. The Jones Soil & Water Conservation District advises putting a construction site erosion control plan in place prior to starting any land disturbing activity. The plan should include the installation of practices such as silt fence and mulching to prevent on-site soil erosion and address sediment leaving the property.</i>
	<i>Jones County Sanitarian – Paula Hart</i>
Comments:	<ol style="list-style-type: none"> 1) <i>Must obtain well permit from this department if applicable OR from the Iowa DNR if a public well is determined and maintain required water sampling. Minimum separation distances must be met per DNR regulations between well and septic/sewage system.</i> 2) <i>Must comply with EIRUSS guidelines IF intending to hookup the proposed businesses to the Fairview Lagoon Sewage System. If not allowed, must obtain septic permit from this department with a certified septic contractor with Jones County OR an engineered design system through the Iowa DNR and comply with the State FDA 2017 Food Code.</i> 3) <i>Prior to construction, blueprints of the food facilities must be submitted to the department 30 days in advance for review and compliance with the State FDA 2017 Food Code, along with an application/fee submitted to this office.</i> 4) <i>See Attached email</i>

Paula Hart, Environmental Health

From: Mark Jobgen <mjobgen@ecia.org>
Sent: Thursday, December 28, 2023 8:53 AM
To: Paula Hart, Environmental Health; Matt Specht
Subject: RE: [EXTERNAL] 23381 County Rd E34 - Fairview WWTF

You don't often get email from mjobgen@ecia.org. [Learn why this is important](#)

Hi Paula,

We were not aware of any additional construction other than the connection to 23381 E 34. A connection to add a business such as a Jimmy Johns would be possible but as we identified regarding 23381, he would need to provide a design for the connection and complete an application for the connection. The lagoon system would be sufficient in size to add these types of businesses.

We would consider the Jimmy Johns connection a separate connection ,unless of course he intended the 23381 connection to be for the Jimmy Johns.

If you have any further questions please contact Matt at mspecht@ecia.org as I will be out of the office.

Good Luck,

Mark C. Jobgen
ECIA/EIRUSS Project Manager
7600 Commerce Park
Dubuque, Iowa 52002
563-556-4166
mjobgen@ecia.org

From: Paula Hart, Environmental Health <paula.hart@jonescountyiowa.gov>
Sent: Thursday, December 21, 2023 2:08 PM
To: Matt Specht <MSpecht@ecia.org>; Mark Jobgen <mjobgen@ecia.org>
Subject: [EXTERNAL] 23381 County Rd E34 - Fairview WWTF
Importance: High

Hello Matt and Marc,

In regards to 23381 County Rd E34 (attached) that Jason Gideon had asked approval to be hooked up to the Fairview lagoon system.

Did he inform you also he intends to have a building for possibly Jimmy Johns & Scooters Coffee and something else, that would be hooking up to the lagoon system also?

I was not aware of this, only the house on the property at 23381 Co Rd E34. And I was under the impression that any new construction would need its own septic system and could not hook into the lagoon system, as it was originally sized for the buildings/businesses at the time this was constructed?

Please let me know your thoughts.

And if this was approved, would you please respond to this email as such. I am needing to submit recommendations to the County Zoning department on his application for such, and I need to document sewer and well comments, by January 3rd.

I appreciate your help in this matter.

Thank you in advance,

Paula Hart
BOH Administrator
Jones County Environmental Services
105 Broadway Place, Suite 11
Anamosa, Iowa 52205
319-462-4715
319-462-5302 fax
environmental@jonescountyiowa.gov
www.jonescountyiowa.gov

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	<i>Executive Director of the Jones County Conservation Board – Brad Mormann</i>
Comments:	<i>No comments received.</i>
	<i>Flood Plain Coordinator – Brenda Leonard</i>
Comments:	<i>It is not in a flood plain.</i>
	<i>911 Coordinator – Gary Schwab</i>
Comments:	<i>In review of the above stated application the Jones County 911 office finds that there are no conflicts, pursuant to Chapter 3, Uniform Rural Address System to Title IV Streets, Roads Public Ways and Transportation, as part of the Jones County Code of Ordinances.</i>

<i>Minimal impact</i>	Impact which the application will have on the overall land use plan in Jones County (Article XXV-Section 7)
<p>Comments: <i>According to the 2023 Comprehensive Land Use Plan, a general goal of economic development is to allow appropriate commercial and industrial development. Commercial expansion should typically develop along major transportation routes and near municipalities where public services are readily available. This parcel is along County Rd E-34 located near the intersection of Hwy 1 and Hwy 151. There is now access from County Rd. E-34. The property has access to the Fairview Wastewater System. The Future Land Use map identifies this area as Mixed-Use development.</i></p>	
<i>Minimal impact</i>	Impact which the application would have on surrounding property: (Article XXV-Section 7)
<p>Comments: <i>There are several adjacent residential uses. Property to the south owned by the Flammang's is zoned Residential. Property to the north is in the process of getting rezoned C-2 Highway Commercial. Across County Rd. E-34 Agricultural Zoning District exists, other than former Lasso-E Camper sales (now future event center called Avacentre) is zoned C-2 Highway Commercial. Conditions can be put into place to protect the surrounding property and residents from the adjacent commercial use. This is located less than 1/2 mile from the intersection of Hwy 151 and Hwy 1/County Rd E-34. County Rd E-34 is a well- traveled paved road connecting Hwy 151 and the City of Anamosa. This parcel is close to the unincorporated village of Fairview.</i></p>	

Article V. Section 6. C-2 Highway Commercial

A. *The intent of this district is to establish and preserve higher impact commercial areas consisting of shopping centers and commercial strips where customers reach individual business establishments primarily by automobile. The uses permitted are generally high intensity in nature due to the large size of the principal building, high number of employees, and high traffic generators.*

B. Principal Permitted Uses include:

1. **Automotive service establishments, warehouses, repair shops, service stations and other auto or truck-oriented uses, including farm implement sales, service and repair.**
2. Churches or other places of worship, including parish houses and Sunday school facilities.
3. Gas stations and convenience stores.
4. Hotels and motels
5. Parks, playgrounds, golf courses (public and private), service organizations, and recreational uses
6. Restaurants and taverns.
7. Schools (public and private), educational institutions, hospitals, preschools, and day care facilities
8. Seed, feed, biofuel plants (biodiesel, ethanol) and other direct farm supply businesses.
9. Shopping centers or malls.
10. Stores and shops for conducting any lawful retail business.
11. Wholesale businesses and professional offices.
12. Animal Shelters subject to Article XXI.
13. Those uses which in the opinion of the Zoning Commission are of the same general character as those listed above as permitted uses, and which will not be detrimental to the district in which they are located.

C. Permitted Accessory Buildings or Uses include private garages, storages sheds, non-utility scale solar.

D. Special Permitted Uses are only permitted if reviewed by the Board of Adjustment.

1. Bed and Breakfast inns subject to Article VIII.
2. Communication towers subject to Article XIV.
3. Wind Energy Conversion Systems subject to Article XV.
4. Wineries and other Value-Added Agricultural Products.
5. Adult entertainment uses subject to Article XII.

E. There is no requirement on lot area or lot width. Front yard setback is 30 feet. Rear Yard setback is 30 feet and side yard setback is 30 feet. A 30-foot setback is also required along any county road according to the Jones County Secondary Road Setback Ordinance.

F. Additional Yard Requirements: Where a lot is located next to an R-Residential District, the front, side or rear yard of the permitted use in the Commercial property that abuts the R-District shall be 50 feet.

G. The total land area devoted to open space and landscaping shall not be less than ten (10) percent of the gross land area included in the building lot.

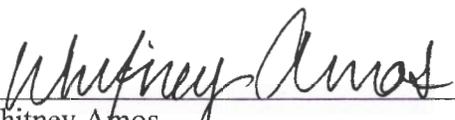
H. Landscaping is required for all new building and additions over 500 square feet in this District.

I. Off-Street Parking: See parking requirements Article XXII. – Automobile sales and service garages: 6 spaces for each 1,000 sq. ft. of total floor area.

J. Sign Regulations – Reference Article XX Sign Requirements.

K. See accessory use requirements Article XIII.

L. Lighting Requirements: see lighting requirements Article XIX.


Whitney Amos
Jones County Land Use

Date 1/3/24

Jones County Land Use
 Rm 113 Courthouse, 500 W Main St.
 Anamosa, Iowa 52205
 Phone: 319-462-2282 Fax: 319-462-5815
 Email: landuse@jonescountyiowa.gov
 Website: www.jonescountyiowa.gov/land_use



Jones County Zoning
Rezoning Application

For Office Use Only		
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date: _____
Comments: _____		
_____ Signature of Jones County Land Use Administrator		

The Planning and Zoning Commission will review the proposal and recommend to the Board of Supervisors amendments, supplements, changes, or modifications to the boundaries of the planning districts.

Fee: \$ 250 (non-refundable) payable to Jones County, with the completed application

Date Application Filed: 12/19/23

Owner Information			
Name on property: <u>ECC Commercial Development - Jason Gideon</u>			
Address to receive mail:	House Number & Street: <u>9663 230th Ave</u>		Apartment/Unit
	City: <u>Anamosa</u>	State: <u>Iowa</u>	Zip Code: <u>52205</u>
Phone:	<u>(319) 462-5600</u>	E-mail Address:	<u>Jason@ecgllp.com</u>
Applicant Information			
Name: (If different from above.) <u>ECC Commercial Development</u>			
Address to receive mail:	House Number & Street: <u>9635 230th Ave</u>		Apartment/Unit
	City: <u>Anamosa</u>	State: <u>IA</u>	Zip Code: <u>52205</u>
Phone:	<u>(319) 462-5600</u>	E-mail Address:	<u>Jason@ecgllp.com</u>
Parcel Information			
Township	<u>Fairview</u>	Section	<u>20-84-04</u> Property Address <u>23381 Co Rd E34</u>
Legal description of property to be rezoned: <u>20-84-04 Parcel 2008-129</u> <u>In SW NE</u>		County Parcel ID(s), if known: <u>0920252012</u>	

Proposed Use

Attach a site plan indicating the location of any existing, and proposed, buildings and driveways.
 Attach a copy of the entrance access permit and flood plain determination from the County Engineer, if any.
 Attach a narrative providing the following information:

- An explanation for the rezoning application.
- Expected traffic volumes, including the impact on local roads and access to hard surface roads.
- Noise impact on surrounding property owners, residents, and livestock.
- Provisions for sanitary services (permanent and/or temporary waste disposal plans).

The narrative shall include any additional information required in the Zoning Ordinance for the specific permitted use requested.

Additional information and regulations may be required of properties located in a Critical Resource Area Overlay (Section 9 of Article V).

Additional information may be requested by the County to assist the Planning and Zoning Commission in considering the application.

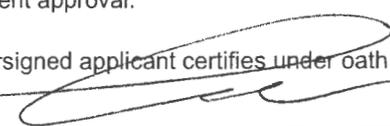
Current Zoning District	Proposed Zoning District
<input type="checkbox"/> A- Agricultural <input checked="" type="checkbox"/> R-Residential <input type="checkbox"/> RMH-Residential Manufactured Housing <input type="checkbox"/> C1 –Commercial <input type="checkbox"/> C2 – Highway Commercial <input type="checkbox"/> I1 - Industry <input type="checkbox"/> I2- Heavy Industry <input type="checkbox"/> P-Public	<input type="checkbox"/> A- Agricultural <input type="checkbox"/> A2- Agricultural <input type="checkbox"/> R-Residential <input type="checkbox"/> RMH-Residential Manufactured Housing <input type="checkbox"/> C1- Commercial <input checked="" type="checkbox"/> C2- Highway Commercial <input type="checkbox"/> I1- Industry <input type="checkbox"/> I2- Heavy Industry <input type="checkbox"/> P-Public <input type="checkbox"/> PD-Planned Development

The land parcel(s) must comply with the minimum lot area, front, rear, and side yard setbacks, and maximum height restrictions in the applicable district, as described in the Jones County Zoning Ordinance. The Jones County Zoning Ordinance is available in the office of the Jones County Auditor, or on-line at www.jonescountyiowa.gov.
 The applicant is responsible for reviewing the provisions of the Jones County Zoning Ordinance prior to submitting this application.

DNR Storm Water Permits are required when development disturbs one acre or more of land. For more information, contact the Department of Natural Resources at (515) 725-8417 or (563) 927-2640 and ask for storm water permit assistance.

Rezoning applications are submitted to the Jones County Planning and Zoning Commission for consideration and approval or denial. The Jones County Planning and Zoning Commission shall recommend to the Board of Supervisors amendments, supplements, changes, or modifications to the boundaries of the planning districts, and the regulations and restrictions to be enforced therein. This development is subject to, and shall be required, as a condition of final development approval, to comply with the Code of Iowa and all Jones County ordinances, requirements, and standards that are in effect at the time of final development approval.

The undersigned applicant certifies under oath and under the penalties of perjury that the foregoing information is true and correct.


12/15/23

 Applicant Signature Date

 Owner Signature (if different than above) Date

QUESTIONS

WHO TO CONTACT

Flood Plain Determination	Flood Plain Coordinator 319-462-4386
Access Permit for Drive	County Engineer 319-462-3785
911 Address	911 Coordinator 319-462-2735
Well and Septic	Environmental Services 319-462-4715



December, 12 2023

Rezoning Application Narrative:

Property location: ECG Commercial Development, LLC - 23381 County Rd E34, Anamosa Iowa 52205 – parcel id 0920252012 2.73 Acres



Current Zoning Code: R1

Rezoning Explanation: The property is zoned R1 currently. ECG Commercial Development is requesting the property to be rezoned to C2 to allow the development of the property to suit the long term business plans and models for this site. The proposed plan, at least at this preliminary point of time will be considering principal permitted use under the current zoning regulations out lines in section 6. Entertaining potential candidates for leased space to include B1, B3, B6, B9, B10, B11 based on our interpretation of the codes and definitions.

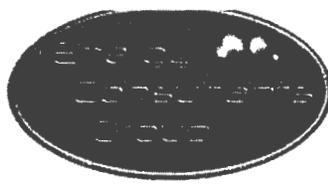
The rezoning of this location falls in line with the Land Use Plan published June 27, 2023 to bring economic growth to the HWY 151/ E34/Hwy 1 (Fairview Township) which in returns results in bringing in more business and county revenue and recognition.

Expected Traffic Volumes: As indicated in the Land Use Plan published June 27, 2023 this intersection is the busiest interchange in the county. To indicate what additional traffic volume at this point would be somewhat irresponsible and conjecture at best, however it would be safe to say that most of the traffic visiting this site and its business would likely be people already traveling the area/roads and other surrounding business such as Casey's. We would expect some new volume but would assume the modern State Hwy 151, including ramps, and

Discover our Subsidiary Companies

Energy Consultants Group, LLC - ECG Electric, LLC - ECG Manufacturing & Distribution, LLC - ECG Commercial Development, LLC

ECG Solar Financing, LLC - Advanced Designs, LLC - Platinum Motor Works, LLC - Professional Platinum Services, LLC



County Road E34 could certainly handle that. However on certain times and days traffic can be dense, with a new business moving into the old RV lot, it may deserve a look at reducing the speed limit to something more reflective of the various ingress and egress from various business onto E34 for safety.

Noise Impact: As indicated in the proposed site use, it would contain business/use that would not generate exterior noise other than what would be from vehicles, on or around the property. We foresee no difference in noise level than what Casey's already produces. Land Use Plan published June 27, 2023 this intersection is the busiest interchange in the county. We don't foresee any objections on noise from Casey's or other surrounding C1, C2 business including ECG Commercial Development property at 9663 20th Ave or the residential property at 9635 230th Ave seeing's how the principal owns this property as well.

Provisions: Power will be from Alliant Energy coming from the distribution lines parallel to E34 on the east side, we have already talked to the field engineer about bringing in 2000amp service to this location with no issues. We have confirmed with Martell Coop fiber will be available and currently planning to install fiber lines from 230th Ave to service this location, per Hans Arwine General Manager. We have been granted access to connect the property to the ECIA rural sewer system which was given authority by Marc Jobgen, Project Manager ECIA/IERUSS on 10/17/23. We are aiming to have an all-electric site, however if LP is required by the tenant we will partner with our preferred company AG Advantage. We will be drilling a new commercial well to provide water to the property. Century Link has confirmed the ability to provide LAN lines for telecom to this site alongside Martell Coop as well.

Garbage (solid waste) services will be contracted by the tenant as they seem fit while complying with the covenants of ECG Commercial Development for said location.

ECG Commercial Development, LLC

Jason C. Gideon, President

Corporate Office: 9635 230th Ave - Anamosa, Ia 52205

Shop: 9663 230th Ave (East Gate) - Anamosa, Ia 52205

Shop: 23341 E34 (West Gate) - Anamosa, Ia 52205

Iowa City Office: 221 E College St, Unit #3, Iowa City, Ia 52240

Cedar Rapids Office: 4701 1st Ave SE, Suite 10, Cedar Rapids, Ia 52402

Des Moines Office: 699 Walnut St, 4th Floor, Des Moines, Iowa 52309

319-462-5600 Phone Ext. 1004

jason@ecgllp.com www.ecgsolar.com

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Energy Consultants Group, LLC - ECG Electric, LLC - ECG Manufacturing & Distribution, LLC - ECG Commercial Development, LLC

ECG Solar Financing, LLC - Advanced Designs, LLC - Platinum Motor Works, LLC - Professional Platinum Services, LLC

PURCHASE/SALE CONTRACT

I/We request that (Co.) REMAX Concepts or any of its employees, agents, or associates select, prepare, and complete the form documents as authorized by Iowa law or by the Iowa Supreme Court Rule, such as purchase agreements, groundwater hazard, and declaration of value incident to a residential real estate transaction. **The signing of this Contract creates important rights and liabilities on the part of both the Seller and the Buyer. If you have concerns regarding your rights and liabilities, you are encouraged to seek competent legal advice.**

1. Prepared by: Debra Callahan Check appropriate representation: Buyer Seller Dual Agency
2. Date: 09/26/2023 Time: a.m. p.m. The undersigned Buyer hereby offers
3. the following terms for the purchase of the following property: Parcel #: 0920252012
4. Address: 23381 County Road E34 City: Anamosa Iowa. Zip code: 52205
5. Abbreviated legal description: 20-84-04 PARCEL 2008-129 IN SW NE, Jones County, Iowa,
6. subject to public highways, covenants, easements, restrictions, and zoning, if any.
7. **PURCHASE PRICE** to be: \$180,000. Earnest money Check or **Electronic Transfer** of \$ 2,000 to be provided
8. within three (3) business days after this purchase contract has been accepted. Said earnest money to be paid to and will be cashed, deposited,
9. and held in Trust by the Listing Broker. In the event this Contract is not acceptable to both Buyer and Seller, then said earnest money will be
10. returned to Buyer. **It is understood that if earnest money is not paid by the time specified, then this contract may be voidable at the Seller's**
11. **option.**
12. **CLOSING** shall be on (date) 12/22/2023 or sooner by mutual agreement.
13. **SELLER TO GIVE POSSESSION** at time of closing or on (date) _____ (time) _____ a.m. p.m.
14. If for any reason the closing is delayed, the Buyer and Seller may make a separate agreement with adjustments as to the date of
15. possession in the form of an amendment or interim occupancy agreement. Any unpaid balance, rents, interest, or insurance, for these
16. purposes shall be adjusted as of the date of possession and shall bear interest at the rate of _____% per annum.
17. The balance of the purchase price shall be paid as indicated below. Select below all that apply, (A) through (E):
18. **A. NEW LOAN:** This Contract is subject to and contingent upon the Buyer obtaining a commitment in writing, including appraisal, for a
19. (type): Conv FHA VA USDA **Other Commercial** - loan for not greater than _____% of the purchase price with
20. an interest rate at _____% or less with a term of _____ years. Buyer agrees to pay all customary loan costs.
21. **Within three (3) business days** after final acceptance of this Contract, Buyer to make application for such loan with (mortgage provider)
22. Ohnward Bank & Trust, (mortgage originator) Chris Mueller and to make a good faith
23. effort to obtain a loan commitment as stated above. If Buyer has not provided to the Seller a written commitment, including appraisal, or
24. loan denial, on or before (date) 11/03/2023, this contract shall become null and void unless both parties have agreed to a timely
25. signed amendment.
26. Subject to the terms and conditions of the **attached** lender letter from above referenced mortgage provider.
27. **Buyer agrees to immediately initiate an amendment, subject to Seller's approval, to this Purchase/Sale Contract in the**
28. **event there are any changes in terms, type of financing, or mortgage provider. Failure to do so may make this contract voidable**
29. **at Seller's option.**
30. **B. CASH:** Buyer will pay the balance of the purchase price in cash at time of closing with adjustment for closing costs to be either added
31. or deducted from this amount. This Contract **is not contingent** upon Buyer obtaining financing for such funds in order to close. Buyer
32. also agrees to provide, within three (3) business days after this contract is accepted, verifiable evidence of the availability of the
33. funds needed to close on the sale, subject to Seller's approval within one (1) business day of receipt.
34. At Buyer's expense, this contract's **CASH** terms are subject to an appraisal completed on or before (date) _____.
35. **For any appraisal contingency**, if the property does not appraise at purchase price or greater, then Buyer will provide Seller with the complete
36. appraisal and Seller will have one calendar day to decide if they will lower the purchase price to the appraised value. If Seller is not willing to
37. lower the purchase price to the appraised value, Buyer and Seller will have two calendar days to reach a mutually agreeable purchase price.
38. If a new purchase price cannot be agreed upon, the Purchase/Sale Contract shall be null and void and the earnest money shall be returned
39. to Buyer.
40. **C. ASSUMPTION** of Seller's loan or contract/Contract for Deed: See attached Financing Addendum (CRAAR Form 18a).
41. **D.** This contract is contingent upon and subject to closing the sale of:
42. (address) _____, which is:
43. **ACTIVE** and listed with a Real Estate Broker MLS# _____
44. **NOT** listed with a Real Estate Broker, will be listed and **ACTIVE** on or before (date) _____
45. **NOT** listed with a Real Estate Broker but is for sale
46. **UNDER CONTRACT** with all contingencies to be released by (date) _____ and expected to close no later than (date) _____
47. **E.** Other Financing terms and/or Concessions: _____
48. _____
49. _____
50. **INSURANCE:** Subject to buyer obtaining an acceptable insurance estimate/bid within 7 business days of accepted contract.
51. **JOINT TENANCY:** If Seller's title is held in joint tenancy with full rights of survivorship, this Contract shall not sever such joint tenancy.
52. Upon the death of one or more of the joint tenants, payments shall be made to the survivor.

Buyer's Initials



Seller's Initials



Subject Property Address 23381 County Road E34, Anamosa, Iowa

53. BUYER HEREBY STATES HIS DESIRE TO TAKE TITLE IN THE FOLLOWING MANNER:

54. Joint Tenants Tenants In Common Individually Other _____

55. USE OF THESE PREMISES: At option of the Buyer, this Contract is void unless, at time of settlement, Buyer is permitted under
56. existing zoning and any restrictive covenants to use these premises for investment

57. THIS CONTRACT is contingent upon and subject to the Seller providing the current restrictive covenants to the Buyer within three (3)
58. business days of acceptance of this Contract. Buyer will have three (3) additional business days from receipt to approve covenants.

59. THIS CONTRACT is contingent upon and subject to the attached Condominium/HOA Addendum.

60. DUTIES OF THE PARTIES: The Broker, his Agents, and employees make no representations or warranties as to the physical condition of the
61. property, its size, future value, or income potential. Seller and Buyer acknowledge that the Seller of real property has a legal duty to
62. disclose Material Defects of which the Seller has actual knowledge and which a reasonable inspection by the Buyer would not reveal.

63. CONDITION OF PROPERTY: Federal Law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in
64. properties built before 1978 (See Lead-Based Paint Disclosure). If applicable, the Seller will provide the Buyer with copies of any
65. records or prior test results pertaining to lead-based paint findings. The property as of the date of this Contract, including buildings, grounds,
66. and all improvements, will be preserved by the Seller in its present condition until possession, per attached property disclosure, if applicable,
67. ordinary wear and tear excepted.

68. PROPERTY INSPECTIONS: These inspections are not to be construed as inspections to bring an older home into compliance
69. with current local building codes. These inspections are intended to discover any material adverse facts that impact the following
70. components of a property: structural, mechanical, safety, or health and it is understood that there is a reasonable expectation that

71. components are functioning properly unless disclosed otherwise. _____ (Buyer's Initials).

72. "Material Adverse Facts" are defined in Iowa Code 543B.5(14) as meaning an adverse fact that a party indicates is of such significance or that
73. is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's
74. decision to enter into a contract or agreement concerning a transaction, or affects or would affect the party's decision about the terms of the
75. contract or agreement. For purposes of this subsection, "adverse fact" means a condition or occurrence that is generally recognized by a
76. competent licensee as resulting in any of the following: (1) Significantly and adversely affecting the value of the property (2) Significantly
77. reducing the structural integrity of improvement to real estate (3) Presenting a significant health risk to occupants of the property.

78. This transaction is contingent upon the Buyer obtaining inspection reports, at Buyer's expense, unless noted otherwise, within the inspection
79. period indicated. For all inspections, Seller agrees to have all utilities in service & mechanical equipment functional (if applicable),
80. and sewer line access location to be identified and accessible. It is understood that the Buyer and/or their representative has the right to attend
81. inspection appointments.

82. IF BUYER DOES NOT SECURE SAID INSPECTIONS AND PROVIDE WRITTEN NOTICE FOR REMEDIES WITHIN THE TIMELINE SPECIFIED
83. THEN BUYER SHALL BE DEEMED SATISFIED AND THE INSPECTION CONTINGENCY WILL BE CONSIDERED WAIVED.

84. RESPONSE TO INSPECTION FINDINGS: If any inspection reveals material adverse facts, Buyer shall provide written notification of the defect along
85. with the relevant portion of the inspection report and the desired corrections and deliver them to the Seller within the "Inspection Period." Upon
86. delivery of the notice, Seller shall have three (3) business days to respond to the buyer's inspection requests. The Buyer and Seller shall have
87. three (3) additional business days ("Settlement Period") to negotiate a settlement of the condition of the real estate. If settlement is not reached
88. within the "Settlement Period," then this Purchase/Sale Contract shall be voidable. For purpose of this paragraph, material adverse facts do not
89. include minor or routine maintenance items.

90. BUYER SELECTS THE FOLLOWING INSPECTIONS:

91. 1. A WHOLE PROPERTY INSPECTION to determine the physical condition of the house, land, improvements, fixtures, equipment, any
92. additional structures, and any hazardous conditions on the real estate. Provided no later than _____ business days after the date
93. this Purchase/Sale Contract is accepted.

94. 2. BUYER WAIVES A WHOLE PROPERTY INSPECTION and chooses only:
95. Air Conditioning Electrical Plumbing Structural Other _____
96. Asbestos Heating Roofing Other _____ Other _____

97. Provided no later than _____ business days after the date this Purchase/Sale Contract is accepted.

98. 3. A RADON TEST will be ordered by Buyer. Test to be completed under closed house conditions by an Iowa state certified radon
99. measurement specialist. A test result less than 4 pCi/L is considered safe by the EPA.
100. Provided no later than _____ business days after the date this Purchase/Sale Contract is accepted.

101. 4. A WOOD-DESTROYING INSECT INSPECTION will be ordered by Buyer and completed by a state licensed commercial pesticide
102. applicator. If treatment is recommended due to an active infestation, the Buyer shall have the option of declaring this
103. Purchase/Sale Contract null and void if the Seller declines to have the property professionally treated as recommended. Provided
104. no later than _____ business days after the date this Purchase/Sale Contract is accepted.

105. 5. A SEWER LINE INSPECTION will be ordered by Buyer. Provided no later than _____ business days after the date
106. this Purchase/Sale Contract is accepted.

107. 6. A WELL WATER QUALITY TEST to meet local county health standards will be ordered by Buyer and provided no later than 30
108. business days after the date this Purchase/Sale Contract is accepted.

109. 7. A WELL AND ASSOCIATED EQUIPMENT INSPECTION will be ordered by Buyer and provided no later than _____ business days
110. after the date this Purchase/Sale Contract is accepted.

111. 8. A SEPTIC SYSTEM INSPECTION: The septic system shall be inspected by a licensed DNR inspector as required by Iowa Code
112. 455B.172 and will be ordered and paid for upon completion by Seller Buyer. Said inspection results should be approved for
113. real estate transfer (unless exempt). Provided no later than _____ business days after the date this Purchase/Sale Contract is
114. accepted. Subject to Buyer having two (2) business days after receipt of inspection results and cover letter to approve results.

115. IF BUYER WAIVES ALL PROPERTY INSPECTIONS, PLEASE SIGN HERE:

116. Signatures: _____

Buyer's Initials: _____

Seller's Initials: AP AP

Subject Property Address 23381 County Road E34

Anamosa

Iowa

- 117. **SPECIAL ASSESSMENTS:** Seller shall pay in full all Special Assessments whether levied or pending and all certified liens of record as
- 118. of the date of closing. Association fees, if any, shall also be paid current by the Seller to date of closing. Any preliminary or deficiency
- 119. assessments which cannot be discharged by payment at closing shall be paid through a written escrow account with sufficient funds to
- 120. pay such liens when payable, with any unused funds to be returned to the Seller without further signatures of the Buyer. All charges
- 121. for solid waste, trash removal, sewage, utility bills, and assessments for maintenance that are attributable to the Seller's ownership shall
- 122. be paid by the Seller.
- 123. **TAXES:** The Seller to be responsible for all real estate taxes that are liens on the property, including taxes that are due and payable for
- 124. the fiscal year in which the closing occurs. Buyer shall be given a credit for all subsequent taxes prorated to the date of closing.
- 125. Subsequent taxes shall be calculated using the latest known applicable assessed value, roll back, exemption, and levy of record
- 126. at time of closing.
- 127. There shall be no proration of subsequent real estate taxes.
- 128. **One (1) year home warranty insurance policy to be ordered and paid for by:** Seller Buyer No Warranty See additional provisions
- 129. **NEW CONSTRUCTION:** If the property is under construction or is to be constructed, this Contract shall be subject to having the
- 130. construction plans and appropriate specifications approved by the parties within _____ days of final acceptance of this Contract. New
- 131. construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by
- 132. the contractor. The Broker and its Agent make no warranties as to the quality of construction or quality of materials.
- 133. **CURRENT RENTAL PROPERTY:** This Contract is is not contingent upon Seller providing Buyer evidence of compliance with
- 134. local zoning and housing code ordinances, if applicable, unless otherwise provided with this Contract or stated in this Contract. The
- 135. following will be transferred to Buyer at closing: Security/Damage Deposits/Pet Deposits Y N Prorated Rent Y N
- 136. **INSURANCE:** Seller shall bear the risk of loss or damage to the property prior to closing. Seller agrees to maintain existing hazard
- 137. insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Contract
- 138. shall be null and void, unless otherwise agreed to by the parties. The property shall be deemed substantially damaged or destroyed if it cannot
- 139. be restored to its previous condition on or before the closing date, provided, however, the Buyer has the right to complete the closing and
- 140. receive the insurance proceeds regardless of the extent of the damage.
- 141. **ABSTRACT AND TITLE:** Seller shall, immediately upon request, have the Abstract of Title extended to date and submit to an attorney
- 142. for a title opinion for the Buyer. Such attorney shall be selected by the Buyer or Buyer's lender. Such Abstract of Title shall show
- 143. merchantable title in the name of the Seller, subject only to encumbrances and liens herein assumed and such other encumbrances
- 144. and liens shall be paid from the proceeds of this sale. Seller agrees to make every reasonable effort to promptly perfect the title in
- 145. accordance with such title opinion so that, upon conveyance, title shall be deemed marketable in compliance with this Contract, the
- 146. land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If this sale is on the deferred installment
- 147. plan, such other encumbrances shall not exceed the unpaid balance of the stated purchase price and shall provide for an interest rate
- 148. and terms of payment no more onerous than those agreed to in this Contract. Thereafter the Seller shall not be obligated to make any
- 149. further extensions or corrections other than to show, upon full payment of the purchase price, entries subsequently caused by the Seller
- 150. and satisfaction of unassumed encumbrances shown by said examination or those thereafter imposed by the Seller. Upon full payment
- 151. of the purchase price, Seller shall deliver to Buyer a general warranty deed to this property accompanied by the Abstract of Title. If
- 152. closing is delayed due to Seller's inability to provide marketable title; this Contract shall continue in force and effect until either party
- 153. rescinds this Contract after giving seven (7) business days written notice to the other party and the Broker. The Seller shall not be
- 154. entitled to rescind this Contract unless he has made a reasonable effort to produce marketable title in the prescribed time.
- 155. **REMEDIES OF THE PARTIES:** If Seller fails to fulfill this Contract, he will pay the Listing Broker the commission in full. The Buyer shall
- 156. have the right to have all payments returned, and/or to proceed by any action at law or in equity and the Seller agrees to pay costs and
- 157. reasonable attorney fees, and a receiver may be appointed. Broker may maintain an action at law against Seller for the Broker's
- 158. commission. If the Buyer fails to fulfill this Contract, Seller may forfeit the same as provided in Chapter 656 of the Code of Iowa, and
- 159. all payments made so far shall be forfeited, or the Seller may proceed by an action at law or in equity. The Buyer agrees to pay costs
- 160. and reasonable attorney fees, including the Broker's commission. For purposes of collecting the Broker's commission, Broker shall be
- 161. deemed a third-party beneficiary to this Contract and maintain an action at law against the Buyer for the collection of these fees. If
- 162. Buyer or any other person or persons shall be in possession of this property or any part thereof, Buyer will peaceably remove himself
- 163. and his possessions and abandon all claims to any right, title, and interest in and to said property or in and to this Contract, or in default
- 164. thereof he may be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed. Any
- 165. personal property remaining on the premises more than five (5) business days after the completion of such forfeiture proceeding shall be
- 166. conclusively presumed to have been abandoned by the Buyer and of no value to Buyer, and Seller may dispose of the same as
- 167. Seller wishes without liability and without any right of the Buyer to make claim for interest or damages.
- 168. **SUCCESSORS IN INTEREST:** When accepted, this Contract shall apply to and bind the heirs, executors, administrators, assigns, and
- 169. successors in interest of both parties. In case of the assignment of this Contract by either party, prompt written notice shall be given
- 170. to the other party. The liability of the Buyer under this Contract shall not cease or be terminated, even though the Contract be
- 171. assigned by the Buyer unless this liability is specifically released in writing by the Seller.
- 172. **COURT APPROVAL:** If the property is an asset of any estate, trust or conservatorship, this Contract is contingent upon Court approval
- 173. unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly obtain Court approval and
- 174. conveyance shall be made by a Court Officer's Deed.
- 175. **FUNDS:** It is agreed that at time of closing, funds, up to the purchase price, received from the Buyer and/or Buyer's lender may be
- 176. used to pay taxes, other liens, and expenses associated with this transaction, same to be handled under the supervision of the Listing
- 177. Broker so to produce marketable title. Seller hereby appoints the Listing Broker, escrow company, or lender to receive such funds and
- 178. make such payments and disbursements.

Buyer's Initials

[Signature]

Seller's Initials

[Signature]

Subject Property Address 23381 County Road E34, Anamosa, Iowa

179. **GENERAL PROVISIONS:** In the performance of each part of this Contract, time shall be of the essence. This Contract shall be binding
180. on and inure to the benefit of the heirs, executors, administrators, assigns and is for the convenience of reference and shall not limit
181. nor affect the meaning of this Contract. All Buyer and Seller contingencies or sub-contingencies shall be released in writing by the date(s)
182. specified in this Purchase/Sale Contract, except as specified in the Inspection area, unless Buyer and Seller agree, in writing, to an extension.
183. If Buyer contingencies and sub-contingencies are not released in writing on or before the specified date(s), this contract may be voidable at the
184. Seller's option and/or Earnest Money may be forfeited to the Seller. If Seller contingencies and sub-contingencies are not released in writing on
185. or before the specified date(s), this contract may be voidable at the Buyer's option. If voided, Earnest Money will be returned to the Buyer.

186. **MEDIATION:** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action.
187. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when using
188. mediation, parties may still seek legal remedies.

189. **DISPOSITION OF PERSONAL PROPERTY:** Seller agrees to remove, prior to closing or possession, whichever is later, all personal
190. property not included in this sale, including trash, and miscellaneous items. Seller will be liable for any costs the Buyer incurs for the
191. removal of any of the Seller's personal property. Any such personal property remaining on the premises shall, unless the parties have
192. otherwise agreed, be conclusively presumed to have been abandoned by Seller and of no value to Seller. Seller will comply with
193. this expectation at his effort and at his expense.

194. **GENDER AND NUMBER:** Stated words and phrases shall be construed in the singular or plural number, and as masculine, feminine or
195. neutral gender as may be dictated by the context of this Contract.

196. **NOTICE:** Any notice required under this Contract shall be deemed given when it is received in writing either by hand delivery, fax, return
197. receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this Contract shall be the
198. Seller and Buyer or their respective agents.

199. **FINAL INSPECTION:** Buyer and/or their representative has the right to enter and inspect the premises, prior to closing, to determine if there
200. have been any material changes in the property since the origination date of this Contract. Seller to have all utilities on, unless the parties have
201. otherwise agreed. Buyer acknowledges by deposit of final funds that the property and all equipment is acceptable.

202. **Included: all permanent fixtures, all items per attached Seller's Property Disclosure dated on** _____ **to be provided by seller**
203. **and the attached Multiple Listing page with the MLS number of** FSBO

204. **ADDITIONAL PROVISIONS:** Since seller is unrepresented, earnest money to be held in the buyer's broker's TrustFunds account.
205. Offer contingent on buyer being able to connect to ECIA sewer system Fairview.

206. _____
207. _____

208. **Please be aware that the Purchase/Contract supersedes the Seller's Property Disclosure document as well as the MLS Listing**
209. **documents. This offer to purchase is made of my own free will and shall be good and binding upon the undersigned if accepted**
210. **on or before (date)** 09/28/2023, **by (time)** 5:00 a.m. p.m.

211. **SEE ATTACHED ADDENDUM(S)**

212.

<u>Gregory J Epping</u>	<small>do/csp verified 09/28/23 9:14 AM CST AMT FCP-31MT-SDM0</small>		
-------------------------	---	--	--

213. Gregory J Epping Date _____ Buyer's Signature _____ Date _____
214. Gregory J Epping
215. Buyer's Legal Name (Printed) Buyer's Legal Name (Printed)

216. **SELLER'S ACCEPTANCE.** The undersigned Seller of the above property accepts the above offer and agrees to sell this property
217. according to the terms offered on this date of: (date) _____, (time) _____ a.m. p.m.

218. **SELLER'S REJECTION.** The undersigned Seller of the above property rejects this Buyer's written offer to purchase the above
219. stated property. (date) _____, (time) _____ a.m. p.m.

220. **SELLER'S COUNTER-OFFER.** The undersigned Seller of the above property accepts the above offer, however, counters certain
221. terms and conditions as per attached Counter-Offer. (date) _____, (time) _____ a.m. p.m.

222.

<u>Andrew F. Peters</u>	<u>9/26/23</u>	<u>Angela J. Peters</u>	<u>9/26/23</u>
-------------------------	----------------	-------------------------	----------------

223. Andrew F. Peters Date _____ Seller's Signature _____ Date _____
224. Andrew F. Peters
225. Seller's Legal Name (Printed) Seller's Legal Name (Printed)

FOR BROKER REFERENCE ONLY

226. REMAX Concepts _____ Debra Callahan _____
Name of Selling Company (Printed) Name of Selling Agent (Printed)

227. _____
Name of Listing Company (Printed) Name of Listing Agent (Printed)



Secondary Roads Department
 19501 HWY 64, P.O. Box 368
 Anamosa, IA 52205
 Telephone: (319) 462-3785
 Email: engineer@jonescountyiowa.gov

APPLICATION FOR ACCESS

Application No.: A- _____
 Application Fee: \$100.00 _____

APPLICANT INFORMATION (PLEASE PRINT CLEARLY OR TYPE)

Applicant Name: ECC Commercial Development Owner Name (if different): ECC Commercial Development Jason Gordon

Mailing Address: 91663 230th Ave Anamosa IA 52205
(Street Address) (City) (State) (Zip)

Phone Number: 319-462-5600 Cell Phone No.: _____

LOCATION OF PROPOSED ACCESS

Address/Road Name: 23381 Co Rd E34 Township: Fairview Sec.: 20-84-04

Type (Field, Res., Comm., etc.): Comm New or Widen: New Top Width: 40 FT.

Construction Requirements:

1. All entrances shall be constructed in accordance with the current "Jones County Access Detail Sheet" printed on the back side of this Application and the Jones County Access Policy.
2. THE APPLICANT MUST CONTACT THE ENGINEER'S OFFICE A MINIMUM 48 HOURS PRIORS TO CONSTRUCTION AT (319) 462-3785.
3. The Applicant will be responsible for surfacing material and reseeding any disturbed areas.
4. Contact IOWA ONE CALL at 1-800-292-8989 prior to any excavation.

In signing and accepting this Application for Access I agree to install and maintain the Access according to the Jones County Access Policy. Any access not constructed in conformance with the Jones County Access Policy shall correct the deficiency upon notification or be required to remove the access. I agree the County reserves the right to perform any necessary maintenance on the access as determined by the County.

Applicant Signature: _____ Date: _____

FOR COUNTY USE ONLY

Sight Distance: _____ Longitude: _____ Latitude: _____

Culvert Type: _____ Culvert Dia.: _____ IN. Length: _____ FT.

No. 24' Sec.: _____ No. 16' Sec.: _____ No. Bands: _____

Culvert Cost: \$ _____ Band Cost: \$ _____ Delivery Cost: \$ _____
 Total Cost: \$ _____

Special Provisions: _____

Delivered By: _____ Date Delivered: _____

Inspected By: _____ Date Inspected: _____

ASSIGNMENT OF PURCHASE / SALE CONTRACT

The undersigned, assignor, in consideration of:

- a. \$750.00 and
- b. \$2,000.00 earnest money previously deposited

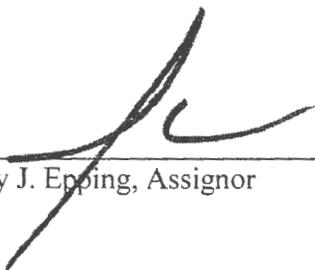
hereby assigns to ECG Commercial Development, LLC, assignee, all of assignor's right, title and/or interest in and to the Purchase/Sale Contract dated September 26, 2023 by and between the undersigned, as buyer, and Andrew F. Peters III and Angela J. Peters, sellers, for the property located at 23381 County Road E34, Anamosa, Iowa 52205 (the "Property")

The undersigned assignee acknowledges that this Assignment is made without any warranty or representation on the part of assignor and is **WIHOUT RECOURSE**.

Assignee further agrees to assume all of buyer's obligations under said Purchase/Sale Contract and to hold assignor harmless from any liability thereunder.

The undersigned assignee further acknowledges receipt of the sellers' Property Disclosure dated September 26, 2023 and all other tests and inspections relating to the Property.

Dated this 12th day of December, 2023



Gregory J. Epping, Assignor

ECG Commercial Development, LLC,
Assignee



BY: Jason Gideon, manager/member

Jason Gideon

Closing is Dec, 21 at 10am. I will have deed in hand that day and will stop in afternoon of the 21st to provide a copy. Any other information may be provided by the realtor or attorney.



Call
Callahan
Real Estate Team

Debra Callahan

319.431.3559

Debra@CallCallahan.com

CRS, GRI, Ninja
Licensed Broker Associate in Iowa

5235 Buffalo Ridge Dr NE #116, Cedar Rapids, IA 52411

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RE/MAX 

Gregory J Epping
Attorney at Law
3131 Mt Vernon Rd SE
Cedar Rapids IA 52403

ph 319 200 1245
gepping@tewlaw.net

Iowa's Premier Solar Provider TM



An Energy Consultants Group, LLC Company
Jason C. Gideon, President
NABCEP Master Installer

Corporate Office: 9635 230th Ave - Anamosa, Ia 52205

Shop: 9663 230th Ave (East Gate) - Anamosa, Ia 52205

Shop: 23341 E34 (West Gate) - Anamosa, Ia 52205

Iowa City Office: 221 E College St, Unit #3, Iowa City, Ia 52240

Cedar Rapids Office: 4701 1st Ave SE, Suite 10, Cedar Rapids, Ia 52402

Des Moines Office: 699 Walnut St, 4th Floor, Des Moines, Iowa 52309

319-462-5600 Phone Ext. 1004

jason@ecgllp.com www.ecgsolar.com

WWW.EGOLLP.COM

WWW.EGOLLP.COM

EGOLLP 2018 Registered Professional Engineer No. 100414-00254

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REPRODUCTION STRICTLY PROHIBITED

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FOR REVIEW ONLY
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REPRODUCTION STRICTLY PROHIBITED



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1 SITE LAYOUT
SITE



2 SITE LAYOUT
BUILDING 1



3 SITE LAYOUT
BUILDING 2



4 SITE LAYOUT
BUILDING 3

SOLAR PV CONSTRUCTION DOCUMENTS

Iowa's Premier Solar Provider

3000 SOUTH AVE
ANAMOSA, IA 52204
PH: 319-462-8800
WWW.EGOLLP.COM
INFO@EGOLLP.COM

Professional Engineer License
No. 100414-00254
12/23/23

ENERGY CONSULTANTS
GROUP 2ND ADD LOT 2

EGC COMMERCIAL
DEVELOPMENT

FAIRVIEW RETAIL CENTER
23381 COUNTY ROAD E34 -
ANAMOSA IA 52206
2.73 ACRES

Iowa Electrical License
EL-005776-MA
Professional Engineer No. 100414-00254
12/23/23

Contractor License #17
JASON C. GIDEON
Contractor License #17
PV-100414-00254
DATE OF ISSUE
12/23/23

CONTRACT VERSION
V1
PROJECT NUMBER
2023-500

C1

WWW.ECGLLP.COM

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FOR REVIEW ONLY
12.23.23
REPRODUCTION STRICTLY PROHIBITED



2 SITE LAYOUT
BUILDING 1



3 SITE LAYOUT
BUILDING 1



4 SITE LAYOUT
BUILDING 1

1 SITE LAYOUT
219

SOLAR PV CONSTRUCTION DOCUMENTS

ECG SOLAR
Energy Consultants Group, Inc.
2023 20th Avenue
Anamosa, IA 52204
PH: 319-482-8900
WWW.ECGLLP.COM

ENERGY CONSULTANTS GROUP

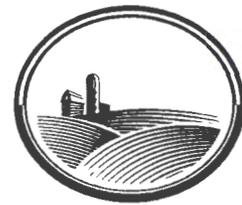
ENERGY CONSULTANTS GROUP 2ND ADD LOT 2
ECG COMMERCIAL DEVELOPMENT
FAIRVIEW RETAIL CENTER
23361 COUNTY ROAD E34 - ANAMOSA IA 52205
2.75 ACRES

Professional License
EL-005776-MA
Professional Engineer
JASON C. GIDEON
PV-100414-00254
DATE OF ISSUE
12.23.23
PROJECT NUMBER
V1
2023-500

C1

PROJECT NUMBER 2023-500

Jones County Land Use
Rm 113 Courthouse, 500 W Main St.
Anamosa, Iowa 52205
Phone: 319-462-2282 Fax: 319-462-5815
Email: landuse@jonescountyiowa.gov
Website: www.jonescountyiowa.gov



JONES COUNTY LAND USE

Date: January 9, 2024

To: Planning and Zoning

From: Whitney Amos Land Use Administrator

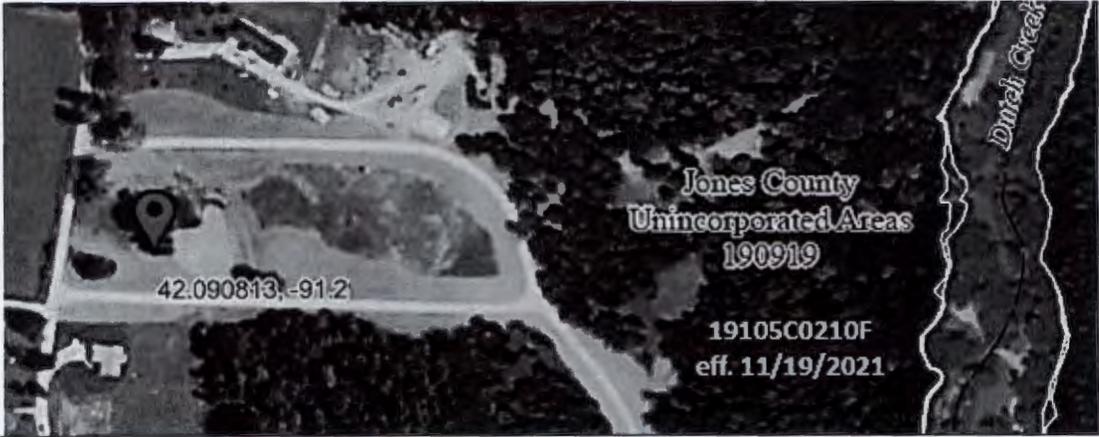
Re: Review of Wapsi Ridge 2nd Addition subdivision-preliminary plat

A review of the requirements within the ordinance were outlined and the following variances are noted:

- Variance 2 to Article 4 Section IV Location subdivision is greater than ½ mile from a hard surface road. The entrance to the subdivision is .86mile from the nearest hard surface road which is County Rd E34. The original subdivision was approved with it being greater than a ½ mile from a hard surface road because Forest Chapel Rd is a stabilized gravel surface.
- Variance to Section 2. Streets and Access Points, of Article V, Minimum Improvements of the Jones County Subdivision Ordinance;
 - There are no proposed interior streets.
 - Lot 1 appears to have an existing access from Rebel Dr. and appears to cross a small portion of lot 2.
 - Lot 2 has direct access from Rebel Dr.
 - Lot 3 has access through an existing established trail across Lot 4 of Wapsi Ridge 1st Addition.
- Variance to Section 3. Interior Street Standards, of Article V, Minimum Improvements of the Jones County Subdivision Ordinance;
 - There are no proposed interior streets. Therefore, there are no cul-de-sacs, bus turnarounds or street names.
- Variance to Section 7. Storm Water Pollution Prevention Plan, of Article V, Minimum Improvements, of the Jones County Subdivision Ordinance.
 - If more than 1 acre is disturbed a Storm Water Pollution Prevention Plan will be needed.

Review by the Jones County Land Use Administrator

	Jones County Engineer – Derek Snead
Comments:	<p><i>I have reviewed the Subdivision Application submitted by Mr. Caspers. My comments are as follows:</i></p> <ul style="list-style-type: none"> • <i>Jones County has established rules for control of access to secondary roads. This policy was developed to formalize Jones County's requirements for the location and establishment of driveways, field accesses and farm entrances requested by county property owners. If a new access will be constructed or if there are any proposed changes to an existing property access, the property owner must file an 'Application for Access' with the Jones County Secondary Road Department prior to commencing any access construction.</i> • <i>Jones County has established an ordinance to ensure uniform building and structural alterations along County public secondary road rights-of-way that will protect and preserve the highway corridor. If a property owner desires to build a structure or alter an existing structure that is within thirty feet of the secondary road right-of-way, then a variance request must be filed with the County Engineer's Office before any construction may commence.</i> • <i>Any work that may necessitate work (ditching, driveway resurfacing, etc.) within the County road right-of-way must first obtain an Application for Alteration of Public Right-of-Way before commencing with construction.</i>
	Jones County District Soil Conservationist – Addie Manternach
Comments:	<p><i>I do not see any major concerns/impacts of the planned subdivision at its proposed location. I'm not sure from the information provided if there will be any earthmoving or land cover disturbed as part of this proposed project. If there will be, the landowner is advised to take precautions to control soil erosion and sediment runoff from the construction site. During any construction where earthmoving occurs or existing land cover is disturbed, there is the potential for increased soil erosion from wind and rain, resulting in degraded lands. Also, runoff from heavy rain events during construction is likely to wash soil and other loose material into nearby water bodies, impairing the water quality and degrading aquatic habitat. The Jones Soil & Water Conservation District advises putting a construction site erosion control plan in place prior to starting any land disturbing activity. The plan should include the installation of practices such as silt fence and mulching to prevent on-site soil erosion and address sediment leaving the property.</i></p>
	Jones County Sanitarian – Paula Hart
Comments:	<ul style="list-style-type: none"> • <i>Must obtain septic and well permits from this department prior to construction of new dwellings. Minimum required separation distances must be met.</i> • <i>Recommend shared wells on lots where topographically feasible. Private wells may serve 25 or fewer individuals without requiring DNR public well registration. This is approximately 4-5 houses. A well agreement is required and a recorded copy to be submitted to this office.</i>

	Flood Plain Manager – Brenda Leonard
Comments:	<p><i>Below is attached the current flood plain map of the parcels listed in the request. I cannot tell where the boundaries of the parcels are on the flood plain map.</i></p> 
	Jones County Conservation Board - Brad Mormann
Comments:	<i>No comments recieved</i>
	Jones County E911 Coordinator – Gary Schwab
Comments:	<i>The Preliminary Plat of Wapsi Ridge Second Addition has been reviewed by the Jones County 911 Coordinator, and found compliant to Chapter 3, Uniform Rural Address System to Title IV Streets, Roads Public Ways and Transportation, as part of the Jones County Code of Ordinances.</i>



Jones County Land Use
 Rm 113 Courthouse, 500 W Main St.
 Anamosa, Iowa 52205
 Phone: 319-462-2282 Fax: 319-462-5815
 Email: landuse@jonescountyiowa.gov
 Website: www.jonescountyiowa.gov

Jones County Zoning Subdivision Application

Use this form for any person intending to divide a parcel of land within Jones County into three (3) or more lots since April 1, 1998 for immediate or future sale or for development purposes. The developer shall comply with the procedures established in the Jones County Subdivision Ordinance. The subdivider shall attach ten (10) copies of the preliminary plat conforming in detail to the requirements set forth in the ordinance.

The Planning and Zoning Commission shall hear each application on its agenda and transmit its recommendation to approve, disapprove, or to grant conditional approval, to the Board of Supervisors.

Preliminary Plat Fee: \$225.00 Paid pd ck Date: 12/19/23

Final Plat Fee: \$325.00 + \$20 per lot Paid _____ Date: _____
 All fees are non-refundable and payable to Jones County.

Date Application Filed: 12/19/23

Developer Information			
Name: <u>Rick Caspers</u>			
Address to receive mail:	House Number & Street: <u>10908 212^{1/4} Ave</u>		Apartment/Unit
	City: <u>Anamosa</u>	State: <u>Ia</u>	Zip Code: <u>52205</u>
Phone: <u>819 361-0371</u>	E-mail Address: <u>None</u>		

Owner Information			
Name (If different from above.)			
Address to receive mail:	House Number & Street:		Apartment/Unit
	City:	State:	Zip Code:
Phone: ()	E-mail Address:		

Parcel Information						
Township	<u>Fairview</u>	Section	<u>15</u>	Property Address	<u>10908 212^{1/4} Ave</u>	
Current Zoning District	Agricultural	<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Commercial	County Parcel ID(s), if known:		

Wapsi Ridge 2nd Addition

If the current zoning district and proposed zoning classification are different, a Rezoning Application is required before proceeding with the Subdivision Application. Please contact the Land Use Administrator with questions.

Legal description of area: NE Corner Section 15 T84N, R4W

Name of Surveyor: William H Burger Number of lots proposed: 23

Subdivider is to submit the name of the subdivision to the Jones County Auditor for approval.

Is the subdivision within two miles of the cities of Anamosa, Cascade or Monticello? yes

The lots must comply with the minimum lot area, front, rear, and side yard setbacks, and maximum height restrictions in the applicable district, as described in the Jones County Zoning Ordinance. The Jones County Zoning Ordinance is available in the office of the Jones County Auditor, or on-line at www.jonescountyiowa.gov.

The developer is responsible for reviewing the provisions of the Jones County Zoning and Subdivision Ordinances prior to submitting this application.

Attachments to preliminary plat and application:

- A soil erosion control plan and drainage control plan created by a licensed engineer.
- A general description of all minimum improvements to be created within the subdivision.

DNR Storm Water Permits are required when development disturbs one acre or more of land. For more information, contact the Department of Natural Resources at (515) 725-8417 or Clark Ott at (563) 927-2640 and ask for storm water permit assistance.

This development is subject to, and shall be required, as a condition of final development approval, to comply with the Code of Iowa and all Jones County ordinances, requirements, and standards that are in effect at the time of final development approval.

The undersigned applicant certifies under oath and under the penalties of perjury that the foregoing information is true and correct.

Paul Casper 12/15/23
Developer Signature Date

Paul Casper 12/15/23
Owner Signature Date

QUESTIONS

WHO TO CONTACT

Flood Plain Determination	Emergency Management (319) 462-4386
Access Permit for Drive	County Engineer (319) 462-3785
Well and Septic Permits	Environmental Services (319) 462-4715
911 Address	911 Coordinator 319-462-2735

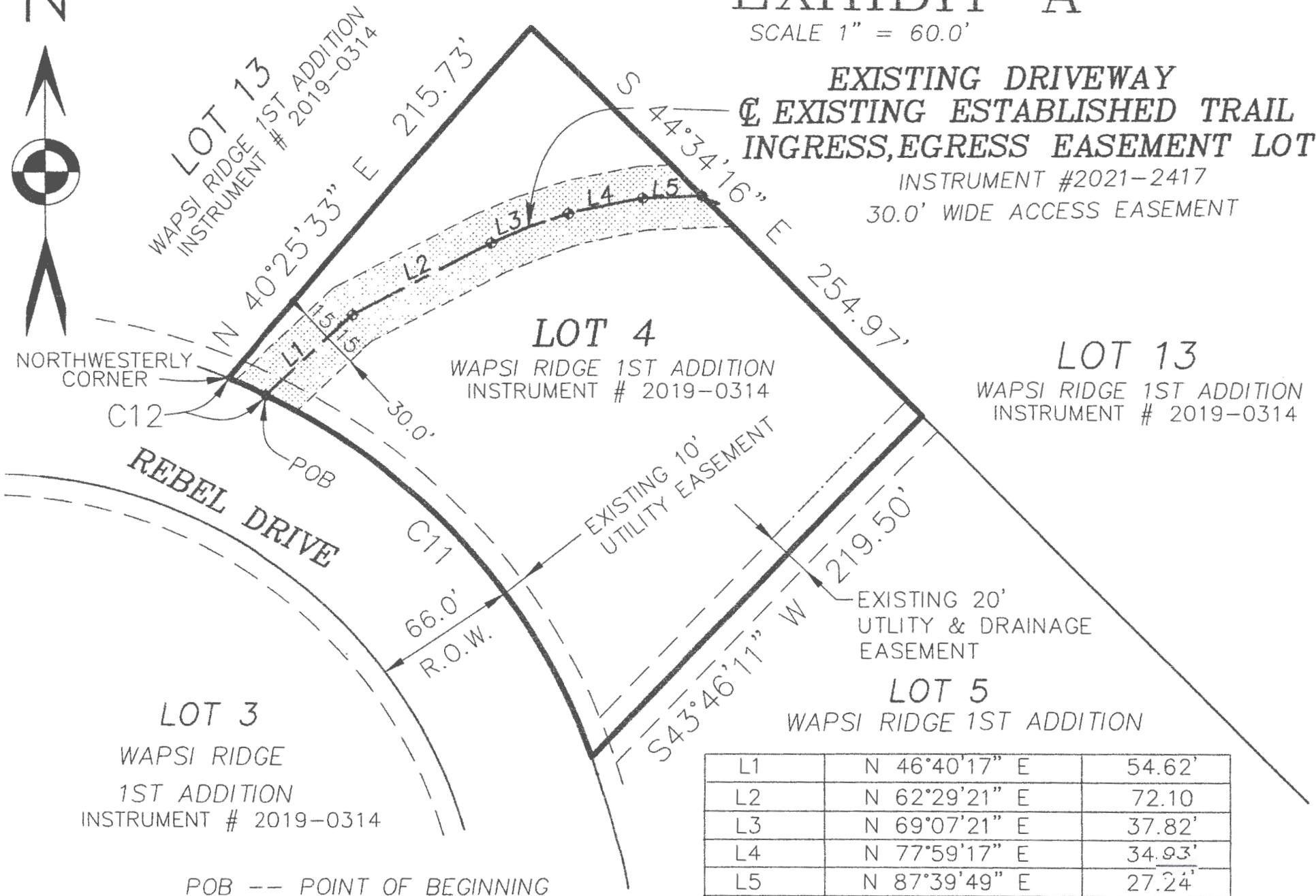


EXHIBIT A

SCALE 1" = 60.0'

EXISTING DRIVEWAY
EXISTING ESTABLISHED TRAIL
INGRESS, EGRESS EASEMENT LOT 13

INSTRUMENT #2021-2417
 30.0' WIDE ACCESS EASEMENT



LOT 4

WAPSI RIDGE 1ST ADDITION
 INSTRUMENT # 2019-0314

LOT 13

WAPSI RIDGE 1ST ADDITION
 INSTRUMENT # 2019-0314

LOT 5
 WAPSI RIDGE 1ST ADDITION

LOT 3
 WAPSI RIDGE
 1ST ADDITION
 INSTRUMENT # 2019-0314

POB -- POINT OF BEGINNING

L1	N 46°40'17" E	54.62'
L2	N 62°29'21" E	72.10'
L3	N 69°07'21" E	37.82'
L4	N 77°59'17" E	34.93'
L5	N 87°39'49" E	27.24'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C11	250.04'	293.57'	48°48'02"	N 43°30'25" W	242.55'
C12	19.45'	293.57'	3°47'48"	S 66°00'32" E	19.45'

DRIVEWAY EASEMENT – A 30.0' wide ingress and egress easement is hereby created across Lor 4 of Wapsi Ridge 1st Addition to Jones County, Iowa as recorded in the Office of the Jones County Recorder instrument #2019-0314, said easement is for the benefit of Lot 13 of said Wapsi Ridge 1st Addition and being 15.0' wide on each side of the following described centerline:

COMMENCING at the Southwesterly corner of said Lot 4;

Thence along a circular curve concaved Southwesterly for an Arc distance of 19.45 feet a Radius of 293.57 feet, a Chord bearing of South 66°-00'-32" East and a chord distance of 19.45 feet to the **POINT OF BEGINNING**;

Thence North 46°-40'-17" East 54.62 feet;

Thence North 62°-29'-21" East 72.10 feet;

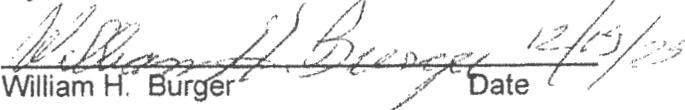
Thence North 69°-07'-21" East 37.82 feet;

Thence North 77°-59'-17" East 34.93 feet;

Thence North 87°-39'-49" East 27.24 feet to the Easterly line of said Lot 4;

SURVEYORS CERTIFICATE: I hereby certify that this land survey document was prepared and 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

My license renewal date is December 31, 2024


William H. Burger Date 12/03/23 Reg. No. 12642

Wapsi Ridge 1st
Addition

Possible sub-division
application coming
for 2nd Addition

Instrument #: 2021-2417
07/02/2021 11:35:36 AM Total Pages: 2
DWD WARRANTY DEED
Recording Fee: \$17.00 Transfer Tax: \$79.20
Sheri L. Jones, Recorder, Jones County Iowa



**WARRANTY DEED JOINT TENANCY
Recorder's Cover Sheet**

**PLEASE RETURN TO:
HAWKEYE ESCROW COMPANY
313 3RD AVE SE
CEDAR RAPIDS, IA 52401**

Grant Wood

Preparer Information: Adrian T. Knuth, Knuth Law Office, 320 W. Main St., P. O. Box 458,
Anamosa, IA 52205, Phone: (319)462-4378

Taxpayer Information: Dominic Joseph Galloro and Christie Jean Galloro, 6100 Prairie Ridge
Avenue, Marion, IA 52302

Return Document To: Dominic Joseph Galloro and Christie Jean Galloro, 6100 Prairie Ridge
Avenue, Marion, IA 52302

Grantors: Ricky George Caspers and Virginia Rose Caspers

Grantees: Dominic Joseph Galloro and Christie Jean Galloro

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED JOINT TENANCY

For the consideration of Ten Dollar(s) and other valuable consideration, Ricky George Caspers and Virginia Rose Caspers, husband and wife, do hereby Convey to Dominic Joseph Galloro and Christie Jean Galloro, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, the following described real estate in Jones County, Iowa:

Lot 4 of Wapsi Ridge 1st Addition, Jones County, Iowa (Being a Subdivision located in Section 15, Township 84 North, Range 4 West 5th P.M.), subject to the rights of the public in all highways, and to all easements, agreements, restrictions and covenants of record, subject to an easement retained by Grantors for themselves and their successors in interest with respect to ownership of Lot 13 of Wapsi Ridge 1st Addition for ingress and egress over the established trail across Lot 4 to access Lot 13 from Shady Lane.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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

Dated: May 21 2021

Ricky George Caspers
Ricky George Caspers, Grantor

Virginia Rose Caspers
Virginia Rose Caspers, Grantor

STATE OF IOWA)
) ss
COUNTY OF JONES)

This record was acknowledged before me on May 21 2021 by
Ricky George Caspers and Virginia Rose Caspers, husband and wife.



Adrian T. Knuth
Signature of Notary Public

LOT 2

1.63 +/- Acres

LOT 2 SHALL HAVE A PRIVATE SEPTIC SYSTEM WATER FROM WELL #3

EXISTING DRIVEWAY
EXISTING ESTABLISHED TRAIL
INGRESS, EGRESS EASEMENT FOR LOT 3

INSTRUMENT #2021-2417

30.0' WIDE ACCESS EASEMENT

1
1.63 +/- Acres
back
9" W
259.57'
ing gravel drive
conc. slab

W 380.33' W

REBEL DRIVE

1ST ADD.

20' DRAINAGE AND UTILITY EASEMENT

LOT 4 - WAPSI RIDGE 1ST ADDITION
DOMINIC J. & CHRISTIE GALLORO

LOT 3 SHALL HAVE A PRIVATE SEPTIC SYSTEM

LOT 3 SHALL HAVE AS PROPOSED WATER LINE OR PRIVATE WELL

LOT 2
WAPSI RIDGE 1ST ADDITION
TRISTAN A. & REBECCA A. LOUGHRAN

LOT 3
WAPSI RIDGE 1ST ADDITION
TRISTAN A. & REBECCA A. LOUGHRAN

LOT 5
WAPSI RIDGE 1ST ADDITION
MITCHELL R. & TARYNE WEHLING

SCALE: 1" = 50'

existing 22' wide gravel surface

EXISTING 20' UTILITY & DRAINAGE EASEMENT

EXISTING 10' UTILITY EASEMENT

EXISTING 20' DRAINAGE EASEMENT

EDGE OF TIMBER

