

The Board of Supervisors met on 11/25/25 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, and Latifah Faisal, with Heddens presiding. (all audio of meetings available at storycountyiowa.gov); any resolution is effective upon signature and can be inspected during business hours, Monday-Friday, 8-4:30, at 900 6th Street, Nevada, Iowa)

ADOPTION OF AGENDA: Murken moved, Faisal seconded adopting the agenda as listed. Motion carried unanimously (MCU) on a roll call vote.

RECOGNITION OF RETIREMENT FOR MARCY HUNTER-MONTGOMERY WITH 28 YEARS OF SERVICE TO STORY COUNTY: Sheriff Fitzgerald reported on Hunter-Montgomery's long tenure with the office. The Board thanked her for her service to the County.

MINUTES: 11/12/25 Canvass Minutes, 11/18/25 Canvass Minutes, and 11/18/25 Minutes – Faisal moved, Murken seconded approving all Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) correction, effective 9/22/25 in a) Sheriff's Office for Meagan Christain @ \$2,391.20/bw. Murken moved, Faisal seconded approving Personnel Actions as presented. Roll call vote. (MCU)

Faisal moved, Murken seconded approving the Consent Agenda as presented.

1. RECORDhub Service Addendum to enhance current Online Index Book Contract between Cott Systems, Inc. and Story County at no cost to comply with updated federal legislation
2. Resolution #26-39 Approving a One-Time Extension through 3/31/26 for Resolution #25-97, Establishing a Temporary Moratorium on the Acceptance of Applications and/or Issuance of Permits for Digital Asset Mining, Cryptocurrency Operations, Data Processing Centers and/or Battery/Energy Storage Solutions on Properties Located in Unincorporated Story County, Putting in Place a Temporary Moratorium Expiring on or Before 12/31/25

Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 328 AMENDING CHAPTER 8 - URBAN RENEWAL OF THE STORY COUNTY CODE OF ORDINANCES: Leanne Harter, Planning and Development Director, reported the amendment is for the removal of two wind turbines. She provided location information. No public feedback was received; Harter requested the Board waive second and third considerations. Discussion took place. Murken opened the public hearing at 10:07 a. m., and, hearing no comments, she closed the public hearing at 10:07 a.m. Murken moved, Faisal seconded approving First Consideration of Ordinance No. 328, Amending Chapter 8 - Urban Renewal of The Story County Code of Ordinances as presented, and waived Second Consideration and Third Consideration. Roll call vote. (MCU)

RESOLUTION #26-36, END OF TRAIL RESIDENTIAL PARCEL SUBDIVISION FINAL PLAT: Leanne Harter, Planning and Development Director, reported this originated as a code enforcement case, then a variance process, and is now a subdivision. Harter reported on the applicant, the property owners, location, current zoning, and utilities. The site has two existing dwellings; the request for residential parcel subdivision is to reconfigure the property into two lots. Harter provided the relevant land development regulations and requirements and stated these have been satisfied. She reported on the internal review and public notification processes. Staff recommends approval as submitted. Discussion took place. Faisal moved, Murken seconded approving Resolution #26-36, End of Trail Residential Parcel Subdivision Final Plan as submitted. Roll call vote. (MCU).

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS

FROM THE SUPERVISORS: The Board members reported on multiple items.

Faisal moved, Murken seconded to adjourn at 10:15 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building, 900 6th St., Nevada, IA
11/25/25

1. SPECIAL NOTE TO THE PUBLIC: - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone :

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

HTTPS://US02WEB.ZOOM.US/J/84805508697?

PWD=2YHCFNMLRKFAQ9LBIS8CJK6BETSZNP.1

Webinar ID: 848 0550 8697

Passcode: 646002

Or One tap mobile:

+13017158592,,84068041164# US (Washington DC)

+13052241968,,84068041164# US

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or
+1 646 931 3860 or +1 929 205 6099 or +1 360 209 5623 or +1 386 347 5053 or +1 507
473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000
or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 840 6804 1164

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
6. Recognition Of Retirement For Marcy Hunter-Montgomery With 28 Years Of Service To Story County

Department Submitting Board of Supervisors

7. AGENCY REPORTS:
8. CONSIDERATION OF MINUTES:
 - I. 11/12/25 Canvass Minutes, 11/18/25 Canvass Minutes, 11/18/25 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

Department Submitting Auditor

Documents:

ACTION FORMS.PDF

10. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

- I. Consideration Of RECORDhub Service Addendum To Enhance Current Online Index Book Contract Between Cott Systems, Inc. And Story County, Iowa For \$0 To Comply With New ADA Federal Legislation

Department Submitting Recorder

Documents:

IA STORY RH AG 20251118 SG.PDF

- II. Consideration Of Resolution #26-39 Approving A One-Time Extension Through March 31, 2026, For Resolution #25-97, Establishing A Temporary Moratorium On The Acceptance Of Applications And/Or Issuance Of Permits For Digital Asset Mining, Cryptocurrency Operations, Data Processing Centers And/Or Battery/Energy Storage Solutions On Properties Located In Unincorporated Story County, Putting In Place A Temporary Moratorium Expiring On Or Before December 31, 2025

Department Submitting Planning and Development

Documents:

EXT TEMP MORA MEMO.PDF
RES 2639 EXT TEMP MOR.PDF

11. PUBLIC HEARING ITEMS:

- I. First Consideration Of Ordinance No. 328 Amending Chapter 8 - Urban Renewal Of The Story County Code Of Ordinances - Leanne Harter

Department Submitting Planning and Development

Documents:

ORDINANCE NO 328.PDF

12. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Resolution #26-36, End Of Trail Residential Parcel Subdivision Final Plat – Leanne Harter

Department Submitting Planning and Development

Documents:

RES 2636.PDF
STAFF REPORT END OF TRAIL RPS.PDF

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

15. UPCOMING AGENDA ITEMS:

16. PUBLIC COMMENT #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

17. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:

18. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

Story County Board of Supervisors
Agenda
11/25/25

NAME

AGENCY

Melissa Spivey
Paul H. Fitzgerald
Mrs Briseno
Macy Hunter-Montgomery
Sue
Crystal Davis
Stacie Hurdge

SCDMA
Sheriff
SCSO
SCSO
BOS
BOS
Recorder

RECORD hub

.....

Contract for

RECORDhub Services

Story County, Iowa

Lucy Martin, County Auditor

Stacie Herridge, County Recorder

November 18, 2025

RECORDhub SERVICE ADDENDUM

This **RECORDhub Service Addendum** ("Addendum") is by and between Valsoft Corporation Inc., dba Cott Systems ("Cott") and Story County, Iowa ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's **Master Agreement for Products and Services**.

RECORDhub offers online search access to the indexing systems of participating recording jurisdictions where copies of publicly recorded index data and images ("Data") are available through subscriptions utilizing a user profile with various access options ("Service"). The Service provides the Customer's external internet search users ("Users") with the ability to connect and subscribe to a software search application which stores the Customer's records on a shared infrastructure through the internet, ("Cloud"). The Cloud based Service provides secure public internet access to Data of the Customer's choosing. Each recording jurisdiction has their own fee schedule that adheres to their State, and their local statutes. Incorporating Data from many jurisdictions allows Users to receive both the convenience and the value of substantial amounts of Data in one location, combined with one centralized accounting for subscription and search activity.

TERMS AND CONDITIONS

1. **Term.** This Addendum will begin when it is signed ("Executed") by Customer and be binding for the full period the Service is active ("Term").
2. **Anti-Virus Protection.** Customer is required to have current anti-virus protection on all servers and stations that update the Service with Data.
3. **Data Presented.** Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information within the Data. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy, completeness or quality of the Customer's Data passing through, obtained through or resident on the Service. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any Data input errors. Data available consists of records that the Customer has indicated are available for general public viewing via the service. These steps are performed and controlled by the Customer at each individual recording jurisdiction and are not within the control of Cott. Customer will permit Cott to include in the viewable portion of the search site customary terms of use applying to Customer's Users, and any provisions reasonably required by Cott as needed. Cott acknowledges Data or search results from the Service are not an official record.
4. **Users.** Use of the Service will be subject to Terms of Use and other conditions set forth on the site. Customer will address support queries from Users as it relates to Data content or explanation of search. Customer is required to designate a primary support contact in their office with whom Cott Customer Support personnel may interact. Cott will support site access queries from Users specifically with subscriptions as it relates to access and delivery of Data, Cott is NOT responsible for addressing queries from Users about searching data or interpreting any Data. Cott is responsible for establishing,

managing and monitoring accounts with such Users and will require all Users to agree to and abide by terms of use containing terms reasonably acceptable to Cott in connection with the use of Customer's system. Cott and Customer agree that Users are not permitted to copy Data in a bulk scraping fashion using a software program (aka data mining). Cott cannot control or eliminate such activity though does take reasonable steps to monitor against and block such activity to protect internet bandwidth capacity and the Customer's Data.

5. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, domain name for RECORDhub or written materials ("Documentation"). Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's Data stored by the Service. Cott will have sole authority regarding the design, look and feel of the RECORDhub site. Customer grants Cott the right and license to use, publish and display Customer's name, mark or other symbol of office on or in association with the Service. Customer grants Cott a right and license to use, reproduce, distribute, transmit and publicly display Data in connection with the RECORDhub Service and operation of the Service. The Service is hosted on behalf of the Customer by Cott.
6. **Disclaimer of Warranty.** RECORDHUB AND THE DATA ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF DATA DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SERVICE, OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
7. **Service Availability.** Excluding certain conditions such as those listed below, Cott commits to provide 99.5% uptime for the Service during each calendar quarter of the Term, excluding regularly scheduled maintenance times. Conditions that are not covered under Service Availability include: a) Connectivity provided by User's internet service provider; b) Uptime/reliability of User's network; c) Uptime of User's hardware; d) Scheduled outages or Maintenance; e) Unexpected interruption due to an unauthorized third party intrusion; f) Any problems with network providers, such as: network applications, equipment, omissions of network provider, local provider service interruptions. The above conditions are provided as examples and do not represent all possible conditions.
8. **Service Maintenance.** Regular maintenance of the Service by Cott is required. The maintenance time will be communicated to Users and is completed during non-working hours, typically scheduled to occur at night and/or on the weekend. Cott also reserves the right to interrupt the Service for

unscheduled maintenance when necessary and only interrupt the Service during normal work hours when absolutely necessary.

9. **Service Updates.** Updates to maintain and optimize the performance of the Customer's land records software will be scheduled by Cott. These updates may also include software enhancements. The Customer will accept and receive all updates in order to continue using the RECORDhub Service.
10. **Security and Data Protection.** Cott implements numerous security and data protection procedures within Cott's data center to protect Customer's Data. These procedures include: a) Active/passive firewall configuration to prevent unapproved port access; b) Use of core configuration to reduce server security attack surface; c) Host Intrusion Detection System (HIDS) to monitor suspicious activity; and, d) Backup strategies storing multiple copies of Customer's Data on varied technology solutions at different locations. While Cott is diligent in using multiple procedures to prevent unauthorized access to protected Data, Customer acknowledges that it is virtually impossible to eliminate this risk one-hundred percent (100%) of the time due to the public nature of the internet.
11. **Defect Warranty.** Cott warrants that the Service will perform as intended. Should Customer identify a deficiency, Customer shall give Cott prompt notice. If Cott determines that the Service is not performing as intended, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the error and will not be considered in breach if Cott commences to cure, and diligently proceeds towards the remedy of, the deficiency within such period. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Service at all times. The warranty does not apply if malfunctions or errors are caused by defects in User's associated equipment, non-Cott software, networks, or a deficiency in Customer's internet link.
12. **Training.** Cott will make available through the Service online user help instructions and documentation as deemed applicable by Cott in connection with the Service.
13. **Fees.** Any applicable fees for the initial setup will be paid to Cott by Customer. Cost of the Service ("Fees") during the Term are specified on the Order Summary page. Ongoing monthly Fees will begin on the first (1st) of the month following the date the Service is active ("Go-Live Date") and then will be subsequently invoiced in advance of services rendered.
14. **Termination.** In the event of any Service termination, no refunds to Users will be made. Customer is entitled to receive payment for Services through date of service termination.

X Customer Acknowledgement:



Date: 11-25-25

The Terms and Conditions, attached hereto, govern the provision of products or services by Cott under the Master Agreement and any Addendum executed by Cott and Customer. Cott and Customer have executed this Addendum to be effective as of the date it is signed by both Cott and the Customer.

Master Agreement for Products and Services

9/12/2023

(Date Signed)

Story County, Iowa

(County, Parish, Town)

VALSOFT CORP, INC. dba COTT SYSTEMS

CUSTOMER

(Signature)

(Date)

David J. Scheine

(Print Name)

Chief Executive Officer

(Print Title)

(Attest)

Lisa K Hedders 11-25-25
(Signature) (Date)

Lisa K Hedders

(Print Name)

Chair

(Print Title)

[Signature]
(Attest)

Customer acknowledgement also required on additional

Please digitally sign and initial; or print, sign, and initial original copy.

Once contract is signed, please fax or email the **entire** contract to Cott.

To: Cott Systems | ATTN: Finance Dept. | 1.866.540.1072 | contracts@cottsystems.com

RECORDhub ORDER SUMMARY

RECORDhub is Cott's newest eCommerce and Search technology. RECORDhub is replacing the older technology used in eSearch which is currently being used both internally in your office and externally by your customers. RECORDhub has features that go beyond what is capable of in eSearch and Cott currently has over 120 municipalities successfully using the software. The migration of your index data and images to RECORDhub will be completed for your town at no charge.

1. **RECORDhub, Cott iQ Search.** (no eCommerce).
2. **Implementation, Setup Fees.** Included. **\$0.**
3. **Software Applications.** Hosted Online Index Books (includes Auditor and Recorder).
4. **Customer Support.** Cott Customer Support is included with the Service.
5. **Term.** Contract term to be coterminous with Land Records System term.

EXHIBIT FOR RECORDhub SUBSCRIPTIONS AND RATES

Subscription Plan	Subscription Fee	Document Viewing	Image Prints or Downloads (per document)	Search Results Prints or Downloads	Time Spent Searching
Complementary Public Access Subscription					
Complimentary	\$0	Unlimited	\$0	Unlimited	Unlimited
Free Secure Subscription For Government Users					
Unlimited Government	\$0	Unlimited	\$0	Unlimited	Unlimited

PLEASE NOTE: The pricing in this offer is valid through 1/18/2026. After this date, this offer will be priced at the current rate.

X Customer Acknowledgement:  Date: 11-25-25



Planning and Development Department
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7245
www.storycountyiowa.gov

November 20, 2025

MEMORANDUM

DATE: November 20, 2025
TO: Story County Board of Supervisors
FROM: Leanne Harter, Story County Planning and Development Director
RE: Consideration of Resolution #26-39 approving a one-time extension through March 31, 2026, for Resolution #25-97, Establishing a Temporary Moratorium on the Acceptance of Applications and/or Issuance of Permits for Digital Asset Mining, Cryptocurrency Operations, Data Processing Centers and/or Battery/Energy Storage Solutions on properties located in unincorporated Story County, putting in place a temporary moratorium expiring on or before December 31, 2025

Resolution #25-97 was approved by the Board of Supervisors on June 17, 2025. With approval of that resolution, a clause authorizing the Board to approve a resolution a one-time extension of the temporary moratorium through March 31, 2026, was incorporated. Resolution #26-36 authorizes this one-time extension.

County staff has compiled draft regulations that are going through an internal review currently. Staff was awarded technical assistance through the Great Plains Institute as well as participation in NACO's Rural Energy Academy Peer Exchange to assist with the development of the regulations. We anticipate the draft regulations will be forwarded to the County Attorney's Office for review in early December. The regulations will be tentatively reviewed by the Story County Planning and Zoning Commission at their February meeting and then brought forward to the Board of Supervisors for consideration and action accordingly.

Staff recommends approval of Resolution #26-36 authorizing this one-time extension through March 31, 2026.

Please let me know if you have any questions.



Planning and Development Department
Ph. 515-382-7245



Planning and Development Department
Ph. 515-382-7245

DO NOT WRITE IN THE SPACE ABOVE. RESERVED FOR RECORDER

Prepared By: Leanne Harter, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 26-39**

Approving a One-Time Extension Through March 31, 2026, for Resolution #25-97, Establishing a Temporary Moratorium on the Acceptance of Applications and/or Issuance of Permits for Digital Asset Mining, Cryptocurrency Operations, Data Processing Centers and/or Battery/Energy Storage Solutions on properties located in unincorporated Story County, putting in place a temporary moratorium expiring on or before December 31, 2025

WHEREAS, Resolution #25-97, Establishing a Temporary Moratorium on the Acceptance of Applications and/or Issuance of Permits for Digital Asset Mining, Cryptocurrency Operations, Data Processing Centers and/or Battery/Energy Storage Solutions on properties located in unincorporated Story County, putting in place a temporary moratorium expiring on or before December 31, 2025, was approved by the Story County Board of Supervisors on June 17, 2025; and

WHEREAS, Resolution #25-07 included the ability of the Story County Board of Supervisors to adopt a resolution extending the moratorium until March 31, 2026, if more time is needed by the Story County to complete their review and make a recommendation to the Story County Planning and Zoning Commission and Story County Board of Supervisors;

AND WHEREAS, Story County Planning and Development Department requests the additional time in order to facilitate a thorough review and approval process by County staff, County Attorney's Office, Story County and Planning and Zoning Commission, and the Story County Board of Supervisors.

NOW, BE IT THEREFORE RESOLVED by the Board of Supervisors of Story County, Iowa:

SECTION 1. INSTITUTION OF MORATORIUM Upon the effective date of this Resolution, no applications shall be accepted nor permits granted by Story County specifically for Digital Asset Mining, Cryptocurrency Operations, Data Processing Centers and/or Battery/Energy Storage Solutions on properties located in unincorporated Story County.

SECTION 2. PERIOD OF TIME EFFECTIVE This Resolution extends the moratorium effective for a period from adoption of said Resolution until March 31, 2026.

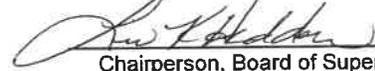
SECTION 3. SEVERABILITY CAUSE If any section, provision, or part of this Resolution shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE This Resolution shall be in effect from the

day it is passed and approved by the Board. Passed and approved this 25th day of November, 2025.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution #26-39 to be recorded upon its approval by the Board of Supervisors.

Dated this ____ day of ____, 20__.



Chairperson, Board of Supervisors

Attest:



County Auditor

<u>ROLL CALL</u>	<u>Latifah Faisal</u>	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
<u>FOR ALLOWANCE</u>	<u>Lisa Heddens</u>	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	<u>Linda Murken</u>	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0



CHAIRPERSON

Above tabulation made by JB

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Leanne Harter, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245

Please return to:
Planning & Development

**STORY COUNTY IOWA
ORDINANCE NO. 328
AN ORDINANCE AMENDING CHAPTER 8 – URBAN RENEWAL
OF THE STORY COUNTY CODE OF ORDINANCES.**

BE IT ENACTED by the Board of Supervisors of Story County, Iowa:

Section 1. Purpose. The purpose of this ordinance is to amend the Story County Urban Renewal Area (hereinafter referred to as the “Original Project Area”) pursuant to Section 403.19 of the *Code of Iowa*, as amended, and provide for the division of taxes levied on the taxable property in the Story County Urban Renewal Area.

Section 2. Proposed Amendments. After notice, consultation and public hearing as required by law, the said Urban Renewal Plan – Section 8.02 is hereby amended to remove the properties listed below, defined by Tax Identification Numbers).

1. Demonstration wind turbine property in Grant Township
(Tax Identification Numbers 10-13-100-301 and 10-13-300-106).

Section 4. Repealer. All ordinances or parts, of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication of the ordinance or a summary thereof, as provided by law.

Action upon FIRST Consideration: Approval

DATE: **November 25, 2025**

Moved by: Murken

Seconded by: Faisal

Voting Aye: Murken, Faisal, Heddens

Voting Nay: None

Not Voting: None

Absent: None

Action upon SECOND Consideration: Waived

DATE:

Moved by: _____

Seconded by: _____

Voting Aye: _____

Voting Nay: _____

Not Voting: _____

Absent: _____

Action upon THIRD Consideration: Waived

DATE:

Moved by: _____

Seconded by: _____

Voting Aye: _____

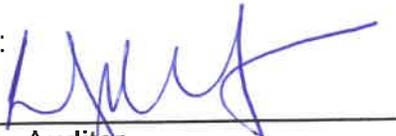
Voting Nay: _____

Not Voting: _____

Absent: _____

ADOPTED THIS 25th day of NOVEMBER, 2025.


Chairperson, Board of Supervisors

Attest: 

County Auditor

ROLL CALL
FOR ALLOWANCE

<u>Latifah Faisal</u>	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
<u>Lisa Heddens</u>	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
<u>Linda Murken</u>	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by JB

DO NOT WRITE IN THE SPACE ABOVE. RESERVED FOR RECORDER

Prepared By: Leanne Harter, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 26-36**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Austin Heeren, Brekken, Wynia & Hyland, P.C., involving real estate located at 10124 630th Avenue in Section 05 of Warren Township, identified as Parcel #03-05-100-150 and hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Darrell and Leora M. Hocking, 10124 630th Avenue, Radcliffe, Iowa 50230, are the legal titleholders of said real estate, and

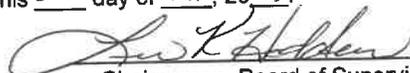
WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, Code of Iowa, and as prescribed by the Story County C2C Plan and the Code of Ordinances of Story County, Iowa, have been complied with and met,

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved with the condition noted below, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the Residential Parcel Subdivision Plat of the End of Trail Subdivision involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted, and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved, and the real estate hereinafter described on Attachment A and shown on Attachment B shall hereinafter be known as End of Trail Subdivision.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 26-36 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 25th day of Nov., 2025.

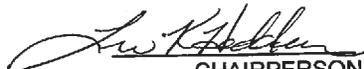

Chairperson, Board of Supervisors

Attest:


County Auditor

ROLL CALL FOR ALLOWANCE	<u>Latifah Faisal</u> Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Absent <input type="checkbox"/>
	<u>Lisa Heddens</u> Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Absent <input type="checkbox"/>
	<u>Linda Murken</u> Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Absent <input type="checkbox"/>

**ALLOWED BY VOTE
OF BOARD** Yea 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by 

ATTACHMENT A

Survey Description:

A Residential Parcel Subdivision of Parcel A: A PARCEL OF LAND LOCATED IN PARCEL A AS SHOWN ON THE SURVEY RECORDED AS INSTRUMENT #: 2017 – 03555 IN THE STORY COUNTY RECORDER'S OFFICE IN THE NW1/ 4 OF THE NW1/ 4 OF SECTION 5 , TOWNSHIP 85 NORTH, RANGE 22 WEST OF THE 5TH P.M., STORY COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 01°45'06" WEST 535.31 FEET ON THE WEST LINE OF THE NW1/ 4 OF SAID SECTION 5 TO THE NORTHWEST CORNER OF SAID PARCEL A, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°45'05" WEST 259.28 FEET ON SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID PARCEL A; THENCE NORTH 89°32'41" EAST 405.84 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL A; THENCE NORTH 01°47'06" EAST 259.42 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A; THENCE SOUTH 89°37'30" WEST 405.92 FEET ON THE NORTH LINE OF SAID PARCEL A TO THE POINT OF BEGINNING, CONTAINING 2.42 ACRES, INCLUSIVE OF A PUBLIC ROADWAY EASEMENT OF 0.20 ACRES AND IS SUBJECT TO ANY AND ALL OTHER EASEMENTS, BE THEY OF RECORD OR NOT.

FOR THIS SURVEY THE WEST LINE OF THE NW1/ 4 OF SAID SECTION 5 WAS ASSUMED TO BEAR SOUTH 01°46'06" WEST.

ATTACHMENT B

INDEX LEGEND

PREPARED BY AND RETURN TO: SCHLOTTFELDT ENGINEERING INC.
 PO BOX 220
 WEBSTER CITY, IOWA 50595
 515 832 2471

SURVEYOR: JAMES C. SAILER P.L.S.
 REGISTRATION # 12090

PROPRIETOR: DARRELL L. & LEORA M. HOOKING

SURVLY REQUESTED BY: DARRELL HOOKING

LOCATION: PARCEL A, NW1/4-NW1/4
 SECTION 5-85-22
 STORY COUNTY, IOWA

FINAL PLAT
END OF TRAIL SUBDIVISION
 A RESIDENTIAL PARCEL SUBDIVISION OF PARCEL A
 IN THE NW1/4 OF THE NW1/4 OF SEC. 5-85-22
 STORY COUNTY, IOWA

OWNER & DEVELOPER: DARRELL & LEORA M. HOOKING
 10124 830TH AVENUE
 RADDLEFF, IA 50230

SURVEYOR: JAMES C. SAILER P.L.S. #12090
 SCHLOTTFELDT ENGINEERING, INC.

ZONING: A-1 AGRICULTURAL

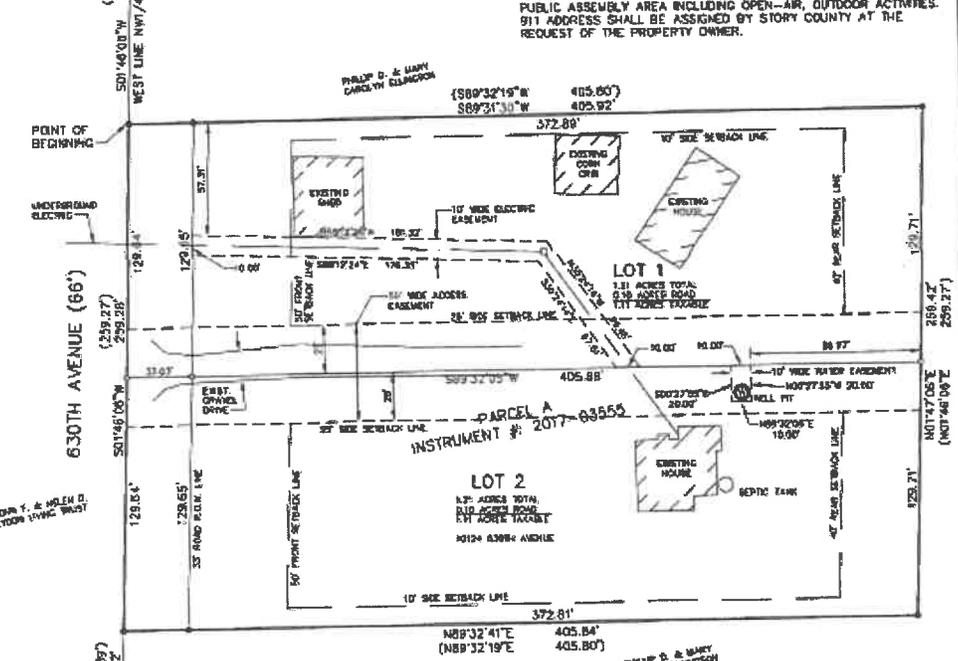
MINIMUM SETBACK REQUIREMENTS:
 FRONT: 50 FEET
 REAR: 40 FEET
 SIDES: 10 FEET

FLOOD ZONE:
 BY GRAPHIC PLOTTING ONLY, AS PER FIRM NUMBER 1915R00855F,
 WITH AN EFFECTIVE DATE OF JANUARY 15, 2021 THE PROPERTY IS
 NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA.

ALL NEW LOTS SHALL REQUIRE A 911 ADDRESS FOR INHABITED
 STRUCTURES, INCLUDING RESIDENCES AND BUSINESSES.
 TELECOMMUNICATIONS TOWERS AND FACILITIES, AND FOR ANY
 PUBLIC ASSEMBLY AREA INCLUDING OPEN-AIR, OUTDOOR ACTIVITIES.
 911 ADDRESS SHALL BE ASSIGNED BY STORY COUNTY AT THE
 REQUEST OF THE PROPERTY OWNER.

NW CORNER
 SEC. 5-85-22
 FOUND 1/2" IRON
 REROD 6" DEEP

- UTILITIES**
- DRAINAGE DISTRICT - 4448000 211
 - EMERGENCY SERVICES DISTRICT - STORY COUNTY (AMBUANCE)
 - MIDDLEBURGH FIRE (FIRE)
 - SCHOOL DISTRICT - 6100-142000
 - UTILITY DISTRICT - MIDLAND POWER COOPERATIVE, PWA
 - WATERWORKS DISTRICT - EAST WYOMI CREDIT



- NOTE**
- FOR THIS SURVEY THE WEST LINE OF THE NW1/4 OF SECTION 5-85-22 HAS ASSIGNED TO BEAR SOUTH 01°46'00" WEST.
 - PROPRIETY IS SUBJECT TO ANY AND ALL EASEMENTS, BE THEY OF RECORD OR NOT.
 - LOT 1 WILL BE SERVED BY PRIVATE SEPTIC AND WELL.
 - LOT 2 IS SERVED BY PRIVATE SEPTIC AND WELL.

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN PARCEL A AS SHOWN ON THE SURVEY RECORDED AS INSTRUMENT # 2017-03555 IN THE STORY COUNTY RECORDS OFFICE IN THE NW1/4 OF THE NW1/4 OF SECTION 5, TOWNSHIP 85 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 01°46'00" WEST 836.31 FEET TO THE WEST LINE OF THE NW1/4 OF SAID SECTION 5 TO THE NORTHWEST CORNER OF SAID PARCEL A, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°46'00" WEST 289.28 FEET ON SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID PARCEL A; THENCE NORTH BY 32°47' EAST 405.84 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL A; THENCE NORTH 01°46'00" EAST 290.42 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A; THENCE SOUTH 89°31'30" WEST 405.82 FEET ON THE NORTH LINE OF SAID PARCEL A TO THE POINT OF BEGINNING, CONTAINING 2.42 ACRES, INCLUSIVE OF A PUBLIC ROADWAY EASEMENT OF 0.20 ACRES AND IS SUBJECT TO ANY AND ALL OTHER EASEMENTS, BE THEY OF RECORD OR NOT.

SURVEY DATE: JULY 10, 2024 AND
 REVISED SEPTEMBER 29, 2025

SCALE: 1" = 50'

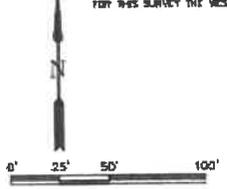
CORNERS FOUND: \blacktriangle GOVERNMENT SECTION
 CORNERS AS NOTED ABOVE

\bullet 1/2" YELLOW CAPPED REROD # 7161

CORNERS SET: \bullet 5/8"x24" YELLOW CAPPED
 REROD WITH #12090

1320.00' = MEASURED DISTANCE
 (1320.00') = PLAT OR DEED DISTANCE

FILE: STOR124 HOOKING 5-85-22



I hereby certify that this plat containing information was prepared and the original survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa

James C. Sailer 9/20/25
 JAMES C. SAILER, P.L.S. DATE
 License number 12090
 My license renewed date is December 31, 2026

Pages or sheets covered by this plat: 1

Staff Report

Story County Board of Supervisors



Date of Meeting: November 25, 2025

Staff Project Manager: Leanne Harter

Case Number: SUB24-000012

Name of Subdivision: End of Trail Residential Parcel Subdivision

Resolution No. 26-36

REQUESTED ACTION

The request is for a Residential Parcel Subdivision to create two lots (each with an existing dwelling) as permitted in Section 87.07 Residential Parcel Subdivision Plat of the *Story County Code of Ordinances*.

RECOMMENDATION

All requirements for a Residential Parcel Subdivision are met. Planning and Development staff recommend approval of the subdivision as submitted.

APPLICANT(S): Austin Heeren, Brekken, Wynia & Hyland, P.C.

PARCEL IDENTIFICATION NUMBER(S)
03-05-100-150

DISTRICTS

A-1 Agricultural Zoning District, Story County Ambulance, McCallsburg Fire, Midland Power Cooperative, Iowa Rural Utilities Association, East Indian Creek Watershed, Colo-NESCO School District.

SIZE OF PARCEL/AREA
Gross Acres 2.41

CITIES WITHIN TWO MILES OF PROPOSED SUBDIVISION REQUEST

The proposed subdivision is not within two miles of any city.

PROPERTY OWNER(S): Darrell and Leora Hocking

GENERAL PROPERTY LOCATION

Located at 10124 630th Avenue in Section 05 of Warren Township

LAND USE FRAMEWORK DESIGNATION

The subject property is designated as *Rural Residential* and *Agricultural Conservation Area* on *Story County Land Use Framework Map* adopted with the Cornerstone to Capstone (C2C) Plan.

CURRENT LAND USE

The site is assessed as a Residential use by the Story County Assessor's Office.



Background

Description of Proposed Subdivision

As permitted in Section 87.07 Residential Parcel Subdivision Plat of the *Story County Code of Ordinances*, the request is for a Residential Parcel Subdivision to reconfigure the existing parcel into two lots as follows:

- Proposed Lot 1, a 1.11 net-acre lot with an existing dwelling; and
- Proposed Lot 2, a 1.21 net-acre lot with an existing dwelling.

The applicable requirements are outlined below.

Applicable Regulations – Story County Land Development Regulations

87.07 RESIDENTIAL SUBDIVISION PLAT

1. A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all the following are true:
 - a. The development lots created by the subdivision are intended to be used for residential purposes;
 - b. Only two development lots may be created;
 - c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead as defined in Section 85.08, in existence;
 - d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use;
 - e. The subdivision lies wholly within the A-1 district.
 - f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met
 - g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement
 - h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.
 - i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat.

Property History

The property contains two single-family dwellings, one built prior to the establishment of zoning in unincorporated Story County. The property is required to complete a Residential Parcel Subdivision to divide the parcel so that each dwelling could be located on individual parcels.

Current and Future Land Use

The current parcel is 2.21 net-acres and zoned A-1 Agricultural. All proposed lots will retain this zoning. At present, the existing parcel contains two single-family dwellings.

The future intent is as follows:

- Proposed Lot 1, a 1.11 net-acre lot with an existing dwelling
- Proposed Lot 2, a 1.21 net-acre lot with an existing dwelling



The property is designated as *Rural Residential and Agricultural Conservation Area* on the Cornerstone to Capstone (C2C) Future Land Use Map. Principles for the Agricultural Conservation designation include:

- Conserving agricultural land, as well as agricultural practices, is a fundamental principle in Story County. Areas are identified, conserved, and enhanced within the county for farming practices and agricultural production.
- Continue to work towards strategies that promote alternative agricultural methods that work in harmony with conventional operations. A variety of farm types is a good thing.

Principles for the Rural Residential designation include:

- Ensure that new development is sensitive to the predominantly rural nature of the areas.
Principle
- Encourage clustering of residential sites to limit the shortterm and long-term costs associated with infrastructure improvements and the distribution of public services.
- Review design and development standards to ensure that conflicts between proposed development and agricultural and natural resources are minimized. Design new residential development to maintain the open character of rural areas and to protect and maintain agricultural uses and sensitive environmental features.
- When development is adjacent to agricultural uses, provide adequate buffers to minimize conflicts.
- Locate proposed subdivisions on a case-by-case basis. Establish and use location guidelines in the review process for new rural subdivisions.
- Encourage proposed development to take access off existing paved roads unless it can be demonstrated that Minimum Levels of Service requirements may be met or development can mitigate impacts.
- Mitigate and manage stormwater run-off, soil erosion, and wastewater discharge according to IDNR and Story County standards.

Current Surrounding Land Use

The property is in the Northwest Quarter of Section 05 of Warren Township. The area surrounding the subject property is entirely zoned A-1, Agricultural and consists of row-cropping.

Analysis

The proposed subdivision is consistent with the criteria outlined above in Section 87.07 Residential Parcel Subdivision Plat of the *Story County Code of Ordinances* as noted below:

- All requirements are satisfied. Not all requirements are satisfied and those exceptions are noted below:

Erosion control requirements in [Section 88.05](#) will apply to any development of the lots. The requirements include a construction buffer from sensitive natural areas and other requirements for temporarily stabilization of disturbed soils on a site.



Points to consider in evaluating the applicant’s request to divide property through the Residential Parcel Subdivision Plat process to create two (2) development lots:

1. All requirements for a Residential Parcel Subdivision Plat in Section 87.07 of the Story County Land Development Regulations have been met.

Commentary

The following comments are part of the official record of the proposed End of Trail Residential Parcel Subdivision, Case No. SUB24-000012. If necessary, conditions of approval may be formulated based off these comments.

Comments from the Interagency Review Team

The proposal underwent the usual Interagency Review and the following comments were provided. The applicant has responded to all comments and no outstanding issues or concerns exist.

Story County Planning and Development Questions and Comments

1. Are restrictive and/or protective covenants proposed? If so, please provide a copy of these restrictive covenants.
2. Erosion control requirements in Section 88.05 will apply to any development of the lots. The regulations include requirements for temporary stabilization of disturbed soils on site.
3. We may conduct a general site review prior to presenting the proposed subdivision to the Board of Supervisors (weather dependent). Property owners do not need to meet us on the site, but we will take pictures of the property.
4. We will send notice to property owners within a ¼ mile of the proposed subdivision, and we may also place a sign on the property regarding the proposed subdivision, depending on the weather.
5. Planning and Development Staff will provide a resolution for the Board of Supervisors, as well as the Auditor’s approval of the plat name. Upon approval, a copy of the resolution will be available in our office.

Story County Auditor’s Office Comments

The legal description uses the recorded dimensions and bearings from Parcel A. It should use the measured dimensions and bearings. The recorded dimensions and bearings appear on the face of the plat in parentheses which is all that is needed.

Story County Environmental Health Comments

Appears that well will be shared between the 2 lots, new home is on Lot 1 and well is on lot 2. A shared well agreement and recorded easement will be needed.

Floodplain Management Program Comments

The property is not located in a Special Flood Hazard Area as defined by FEMA.



Comments from the General Public

Letters were mailed to surrounding property owners on November 17, 2025, regarding the Board of Supervisors’ meeting on the request. No public commentary was received or recorded at the time this report was published.

Conditions

None

Alternatives

Story County Planning and Development Staff recommend alternative 1 below regarding the Coughenour Residential Parcel Subdivision as submitted.

1. The Story County Board of Supervisors approves Resolution #26-36, the End of Trail Subdivision, a Residential Parcel Subdivision, as submitted.
2. The Story County Board of Supervisors approves Resolution #25-36, the End of Trail Subdivision, a Residential Parcel Subdivision, with conditions.
3. The Story County Board of Supervisors denies Resolution #25-36, the End of Trail Subdivision, a Residential Parcel Subdivision, as submitted.
4. The Story County Board of Supervisors tables the decision on Resolution #25-26, the End of Trail Subdivision, a Residential Parcel Subdivision, and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisors’ agenda.

Attachments to the Staff Report

- Submitted application and plans
- Public Comments
- Written responses from applicants to comments (via email)
- Legal Description
- Resolution from city within two miles (if applicable)
- Other

INDEX LEGEND

PREPARED BY AND RETURN TO: SCHLOTFELDT ENGINEERING INC.
 PO BOX 220
 WEBSTER CITY, IOWA 50595
 515 832 2471

SURVEYOR: JAMES C. SAILER P.L.S.
 REGISTRATION # 12090

PROPRIETOR: DARRELL L. & LEORA M. HOCKING

SURVEY REQUESTED BY: DARRELL HOCKING

LOCATION: PARCEL A, NW1/4-NW1/4
 SECTION 5-85-22
 STORY COUNTY, IOWA



FINAL PLAT
END OF TRAIL SUBDIVISION

A RESIDENTIAL PARCEL SUBDIVISION OF PARCEL A
 IN THE NW1/4 OF THE NW1/4 OF SEC. 5-85-22,
 STORY COUNTY, IOWA

OWNER & DEVELOPER: DARRELL &
 10124 630'
 RADCLIFFE,

SURVEYOR: JAMES C. SAILER P.L.
 SCHLOTFELDT ENGINEER

ZONING: A-1 AGRICULTURAL

MINIMUM SETBACK REQUIREMENTS:
 FRONT: 50 FEET
 REAR: 40 FEET
 SIDES: 10 FEET

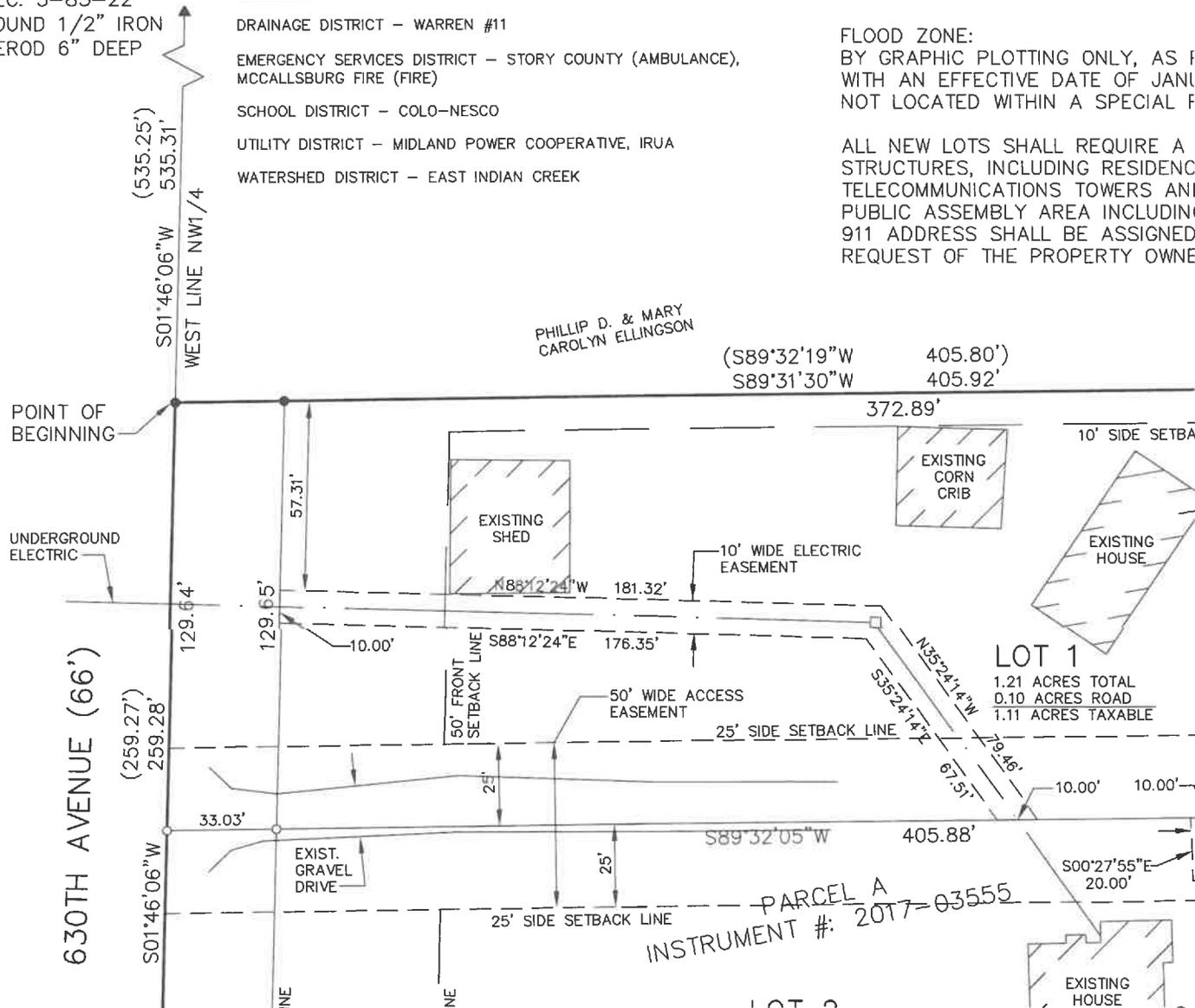
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 TELECOMMUNICATIONS TOWERS ANI
 PUBLIC ASSEMBLY AREA INCLUDIN
 911 ADDRESS SHALL BE ASSIGNED
 REQUEST OF THE PROPERTY OWNE

NW CORNER
 SEC. 5-85-22
 FOUND 1/2" IRON
 REROD 6" DEEP

DISTRICTS:

- DRAINAGE DISTRICT - WARREN #11
- EMERGENCY SERVICES DISTRICT - STORY COUNTY (AMBULANCE), MCCALLSBURG FIRE (FIRE)
- SCHOOL DISTRICT - COLO-NESCO
- UTILITY DISTRICT - MIDLAND POWER COOPERATIVE, IRUA
- WATERSHED DISTRICT - EAST INDIAN CREEK



Prepared by & Return To: Austin J. Heeren, 523 Broad St., P. O. Box 160, Story City, IA 50248 Ph: 515-733-4377

CERTIFICATE OF TREASURER OF STORY COUNTY, IOWA

STATE OF IOWA

SS:

COUNTY OF STORY

I, Ted Rasmusson, Treasurer of Story County, Iowa, having examined the records of my office in accordance with the provisions of Section 409.9 I.C., pertaining to real properties as described herein, to be hereafter designated as End of Trail Subdivision, do hereby certify that the same is free from real estate taxes.

Nor are there any personal taxes due and payable against the record titleholders of said real estate and that the above real estate is free from all taxes and special assessments so far as the records of the Story County Treasurer, Story County, Iowa, so reveal.

The property under examination is: Parcel No. 03-05-100-150

Legally Described as:

Parcel "A" a part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Five (5), Township Eight-five (85) North, Range Twenty-two (22) West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on April 20, 2017, as Inst. No. 17-03555, Slide 567, Page 3.

Locally Known As: 10124 630th Ave. Radcliffe, IA 50230

Property surveyed subject to any and all easements of record. Said property to be known as End of Trail Subdivision.

The record titleholders of the above-described property are Darrell L. Hocking and Leora M. Hocking as Joint Tenants with Full Rights of Survivorship and not as Tenants in Common.

DATED at Nevada, Iowa, this 13 day of November, 2025.

STORY COUNTY TREASURER
Story County, Iowa



By: Ted Rasmussen

(Treasurer's Seal)

Prepared By/Return To: Austin J. Heeren, Brekken, Wynia & Hyland, P.C. PO Box 160, Story City, IA 50248

**ACCESS EASEMENT
AND
MAINTENANCE AGREEMENT**

Regarding:

A Residential Parcel Subdivision of Parcel A: as shown on the Plat of Survey filed at Inst. No. 2017-03555, Part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 85 North, Range 22 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: commencing at the Northwest corner of said Section 5; thence S01°46'06"W, 535.25 feet along the West line of said Section 5 to the point of beginning; thence continuing S01°46'06"W, 259.27 feet; thence N89°32'19"E, 405.80 feet; thence N01°46'06"E, 259.27 feet; thence S89°32'19"W, 405.80 feet to the point of beginning, containing 2.41 acres, which includes 0.20 acres of existing public right of way.

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Darrell L. Hocking and Leora M. Hocking, husband and wife ("Hockings"), are now the current titleholder of the above-described property, and also the individual owner of Lot 1 and Lot 2 of End of Trail Subdivision described as follows:

Lot 1 of End of Trail Subdivision to Story County, Iowa,

AND

Lot 2 of End of Trail Subdivision to Story County, Iowa,

NOW THEREFORE, Hockings the current owners of Lot 1, hereby grant to Kenneth Frame, his successors and assigns, an easement upon Lot 1 and Kenneth Frame hereby grants to Hockings an easement upon Lot 2, upon the following terms and conditions:

1. Easement Purpose. Kenneth Frame is a bona fide purchaser of Lot 2. Lot 1 and Lot 2 have a shared driveway. The easement given in this Agreement provides ingress and egress from 630th Avenue across Lot 1 to Lot 2 and across Lot 2 to Lot 1, a public road in and part of Story County, Iowa.

2. Easement for the Benefit of Lot 1. Kenneth Frame hereby grants to Hockings and all subsequent owners, successors and assigns of said Lot 2, for the benefit of and appurtenant to Lot 2 and for the uses and upon the terms and conditions provided in this Agreement, the perpetual right to enter upon the following described portion of Lot 1 and Parcel F:

The West 150 feet of the South 25 feet of Lot 1 of End of Trail Subdivision to Story County, Iowa,

3. Easement for the Benefit of Lot 2. Hockings hereby grant to Kenneth Frame and all subsequent owners, successors and assigns of said Lot 2, for the benefit of and appurtenant to Lot 2 and for the uses and upon the terms and conditions provided in this Agreement, the perpetual right to enter upon the following described portion of Lot 1 and Parcel F:

The West 150 feet of the North 25 feet of Lot 2 of End of Trail Subdivision to Story County, Iowa,

4. Easement Uses and Maintenance. The easements rights reserved in the Agreement shall be for the sole purpose of an ingress and egress route to Lot 1 and Lot 2. The easement rights are for the benefit of the Owners of Lot 1 and Lot 2, and its respective successors and assigns thereof. Neither the Owners of Lot 1 or Lot 2, or the real estate described above shall obstruct or impair the use of the easement of the other. The owners of Lot 1 and Lot 2 shall be solely responsible for the reasonable maintenance and repair of the Easement area.

5. Non-Exclusive Easement. The rights granted under this easement Agreement are not exclusive. This Agreement shall not preclude the Owners of Lot 2 from granting similar easement rights to third parties upon terms and conditions that may impair or diminish the rights granted under this Agreement.

6. Rights Reserved. Doolittle reserves any and all rights to continue to use and enjoy their property for any and all purposes that do not unreasonably interfere with or interrupt the enjoyment of the easement rights referenced in this Agreement.

7. Paragraph Headings, Enforcement of Agreement. Paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions herein. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

8. Equitable Rights of Enforcement. The rights granted in this Agreement may be enforced by restraining orders and injunctions, temporary or permanent, prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Owners to, or those benefited by, this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or waiver of any other rights or remedies available to law or in equity.

9. Waiver Of Breach. The waiver by any party of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach by any party.

10. Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and his or its successors, heirs, executors, administrators, legal representatives and assigns; provided, however, that the rights and obligations of any party hereunder shall not be assignable.

11. Counterparts. This agreement may be executed in one or more counterparts, each counterpart to be considered to be an original portion of this Agreement. A signature supplied by facsimile or electronic copy shall Operate in all respects as an original signature.

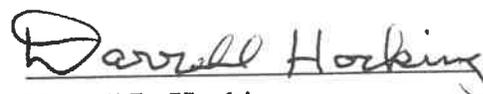
12. Applicable Law. The law of the State of Iowa shall apply to any dispute arising out of or under this Agreement.

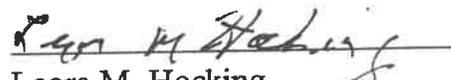
13. Severability. All agreements and covenants herein contained are severable, and in the event that any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid Agreements were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written.

Dated: 11-12-2025


Kenneth Frame


Darrell L. Hocking


Leora M. Hocking

STATE OF IOWA, COUNTY OF Story

This record was acknowledged before me on November 12, 2025 by
Kenneth Frame.

[Signature]
Signature of Notary Public

STATE OF IOWA, COUNTY OF Story

This record was acknowledged before me on November 12, 2025 by
Darrell L. Hocking and Leora M. Hocking, husband and wife.

[Signature]
Signature of Notary Public



Prepared by & Return to: Austin J. Heeren, 523 Broad St., P. O. Box 160, Story City, IA 50248 Ph: 515-733-4377

**ACKNOWLEDGEMENT OF CONSENT AND DEDICATION OF
END OF TRAIL SUBDIVISION, STORY COUNTY, IOWA**

STATE OF IOWA

ss:

COUNTY OF STORY

KNOW ALL MEN BY THESE PRESENTS:

That Darrell L. Hocking and Leora M. Hocking, husband and wife, do hereby covenant that they are the lawful owner and record fee title owners of the following-described real estate situated in Story County, Iowa, to-wit:

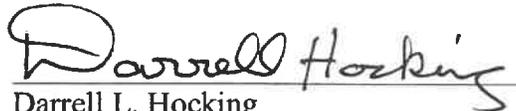
Parcel "A" a part of the Northwest Quarter (NW¹/₄) of the Northwest Quarter (NW¹/₄) of Section Five (5), Township Eight-five (85) North, Range Twenty-two (22) West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on April 20, 2017, as Inst. No. 17-03555, Slide 567, Page 3.

Subdivision contains: 2.41 acres.

and that Darrell L. Hocking and Leora M. Hocking, do hereby certify that the accompanying plat prepared by Schlotfeldt Engineering, Inc., James C. Sailer, License No. 12090, License Renewal 12-31-26, dated September 30, 2025, of End of Trail Subdivision, Story County, Iowa, a copy of

which is attached hereto and by this reference made a part hereof, is with its free consent and in accordance with its desire as proprietor.

WITNESS my hand this 12 day of November, 2025.


Darrell L. Hocking


Leora M. Hocking

STATE OF IOWA

SS:

COUNTY OF STORY

This instrument was acknowledged before me on this 12th day of November, 2025, by Darrell L. Hocking and Leora M. Hocking, husband and wife.




Notary Public in and for Iowa.

Said real estate to be known as End of Trail Subdivision, Story County, Iowa, is also described as:

A RESIDENTIAL PARCEL SUBDIVISION OF PARCEL A: A PARCEL OF LAND LOCATED IN PARCEL A AS SHOWN ON THE SURVEY RECORDED AS INST. NO. 2017-03555, IN THE STORY COUNTY RECORDER'S OFFICE IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 85 NORTH, RANGE 22 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE S01°46'06"W, 535.31 FEET ALONG THE WEST LINE OF THE NW ¼ OF SAID SECTION 5 TO THE NORTHWEST CORNER OF SAID PARCEL A, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH S01°46'06"W WEST 259.28 FEET ON SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID PARCEL A; THENCE NORTH 89°32'41" EAST 405.84 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL A; THENCE NORTH 01°47'06" EAST 259.42 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A; THENCE SOUTH 89°31'30" WEST 405.92 FEET ON THE NORTH LINE OF SAID PARCEL A TO THE POINT OF BEGINNING, CONTAINING 2.42 ACRES, INCLUSIVE OF A PUBLIC ROADWAY EASEMENT OF 0.20 ACRES AND IS SUBJECT TO ANY AND ALL OTHER EASEMENTS, BE THEY OF RECORD OR NOT.

FOR THIS SURVEY THE WEST LINE OF THE NW ¼ OF SAID SECTION 5 WAS ASSUMED TO BEAR SOUTH 01°46'06" WEST.

Prepared by & Return To: Austin J. Heeren, 523 Broad St., P. O. Box 160, Story City, IA 50248 Ph: 515-733-4377

CONSENT TO PLATTING

Pursuant to Iowa Code 354.11(b), the undersigned hereby consents to the platting of the following described real estate into END OF TRAIL SUBDIVISON, a subdivision to Story County, Iowa:

Parcel "A" a part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW ¼) of Section Five (5), Township Eight-five (85) North, Range Twenty-two (22) West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on April 20, 2017, as Inst. No. 17-03555, Slide 567, Page 3.

Signed this 6th day of January 2025.

GREATER IOWA CREDIT UNION

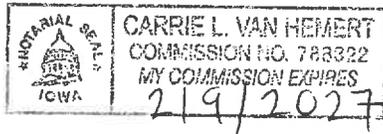
Nathan P. Scott
By: Nathan P. Scott

STATE OF IOWA

SS:
STORY County

This instrument was acknowledged before me on this 6th day of January, 2025, by Nathan P. Scott of Greater Iowa Credit Union.

Chief Lending Officer
Carrie L. Van Hemert
Notary Public in and for Iowa.



Prepared by & Return To: Austin J. Heeren, 523 Broad St., P. O. Box 160, Story City, IA 50248 Ph: 515-733-4377

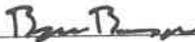
CONSENT TO PLATTING

Pursuant to Iowa Code 354.11(b), the undersigned, U.S. Bank Trust Company, National Association, as Trustee, as successor-in-interest to U.S. Bank National Association, as Trustee for the EMC Mortgage Loan Trust 2002-B, Mortgage Pass-through Certificates Series 2002-B ("Lienholder") hereby consents to the platting of the following described real estate into END OF TRAIL SUBDIVISION, a subdivision to Story County, Iowa, as shown on the Final Plat End of Trail Subdivision, a copy of which is attached hereto:

Parcel "A" a part of the Northwest Quarter (NW¹/₄) of the Northwest Quarter (NW ¹/₄) of Section Five (5), Township Eight-five (85) North, Range Twenty-two (22) West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on April 20, 2017, as Inst. No. 17-03555, Slide 567, Page 3.

Signed this 27 day of March 2025.

SELECT PORTFOLIO SERVICING INC.,
AS ATTORNEY IN FACT FOR U.S.
BANK TRUST COMPANY, NATIONAL
ASSOCIATION, AS TRUSTEE, AS
SUCCESSOR-IN-INTEREST TO U.S.
BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE EMC MORTGAGE
LOAN TRUST 2002-B, MORTGAGE
PASS-THROUGH CERTIFICATES
SERIES 2002-B


By: _____

Bryce Braegger
Document Control Officer

CONSENT TO PLATTING

Page -2-

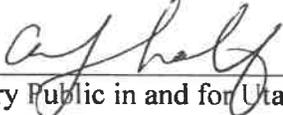
STATE OF UTAH

SS:

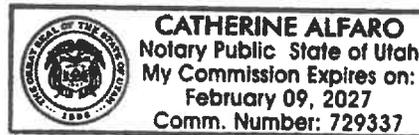
COUNTY OF SALT LAKE

This instrument was acknowledged before me on this 27 day of March, 2025, by Bryce Braegger, as * of SELECT PORTFOLIO SERVICING INC., AS ATTORNEY IN FACT FOR U.S. Bank Trust Company, National Association, as Trustee, as successor-in-interest to U.S. Bank National Association, as Trustee for the EMC Mortgage Loan Trust 2002-B, Mortgage Pass-through Certificates Series 2002-B.

* Document Control Officer



Notary Public in and for Utah.



SHARED WELL WATER AGREEMENT

This Agreement made and entered into this 12 day of November by and between the property owners of Lots 1 and 2 of End of Trail Subdivision, Story County, Iowa and a bona fide purchaser of Lot 2.

WITNESSETH:

THAT WHEREAS, the owners of Lots 1 and 2 of End of Trail Subdivision, Story County, Iowa have a shared well on the properties,

WHEREAS, the undersigned parties have reached an Agreement relative to supplying water from the well and the cost of supplying said water; and

WHEREAS, Kenneth Frame, is a Bonafide purchaser and current Tenant of Lot 2.

WHEREAS, there is located a well upon Lot 1, together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Lot 1 shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household and outbuildings residing thereon, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on Lot 1 for such uses.

2. That the owners of the dwellings located on Lots 1 and 2, as of the date of this Agreement shall:

a. Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.

3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.

4. That each of the parties hereby agrees that they will promptly repair, maintain, and replace all water pipes or mains serving their respective dwellings.

5. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.

6. That Lot 2 property owner or resident shall pay to the Lot 1 property owner his proportionate share for the cost of energy for the operation of the pumping equipment.

7. That it is the Agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action.

8. That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. These easements are described below, to wit:

An easement located on Lot 1 for the purpose of maintaining a well to supply water for the benefit of Lots 1 and 2.

9. That no party may install landscaping or improvements that will impair the use of said easements.

10. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency

situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.

11. That only those parcels of real estate hereinabove described shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.

12. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parcels, or in the event that another source of water shall become available to the respective parcels, then rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.

13. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.

14. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination of the Office of the Recorder of the County of Story, State of Iowa. Upon termination of participation in this Agreement, the owner and occupant of each Lot which is terminated from the Agreement shall no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

15. That the undersigned parties shall permit periodic well water sampling and testing by a reasonable authority at the request of an undersigned party.

16. That the term of this Agreement shall be perpetual, except as herein limited.

17. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in the title and assigns of the parties hereto.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written.

Dated: November 12

[Signature]
Kenneth Frame

[Signature]
Darrell L. Hocking

[Signature]
Leora M. Hocking

STATE OF IOWA, COUNTY OF Story

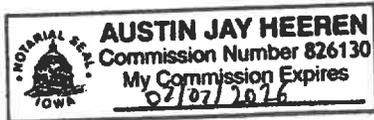
This record was acknowledged before me on November 12, 2025 by Kenneth Frame.

[Signature]
Signature of Notary Public

STATE OF IOWA, COUNTY OF Story

This record was acknowledged before me on November 12, 2025 by Darrell L. Hocking and Leora M. Hocking, husband and wife.

[Signature]
Signature of Notary Public



BREKKEN, WYNIA & HYLAND, P.C.

ATTORNEYS AT LAW
523 BROAD STREET
P.O. BOX 160
STORY CITY, IOWA 50248

TEL - (515) 733-4377
FAX - (515) 733-4379
EMAIL
twynia@brekkenlawoffice.com
jhyland@brekkenlawoffice.com

J.C. BREKKEN
(1919 - 2010)

THOMAS C. WYNIA
JASON S. HYLAND

PRELIMINARY TITLE OPINION

Date: September 11, 2024

RE: 10124 630th Avenue, Radcliffe, IA 50230
Darrell L. Hocking and Leora M. Hocking
Our Title Opinion No. 240709

Dear Sir or Madam:

The undersigned has examined the abstract of title to the property located in Story County, Iowa, described as:

Parcel "A" a part of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Five (5), Township Eighty-five (85) North, Range Twenty-two (22) West of the 5th P.M., Story County, Iowa as shown on the Plat of Survey recorded on April 20, 2017, as Inst. No. 17-03555, Slide 567, Page 3

Said abstract is last certified by Abstract and Title Services of Story County, covering the chain of title from root of title to July 1, 2024, at 8:00 o'clock a.m. and which abstract now contains 100 entries. After such examination, it is the opinion of the undersigned that a good and merchantable title to said property is in:

Darrell L. Hocking and Leora M. Hocking, Husband and wife, as Joint Tenants with Full Rights of Survivorship and Not as Tenants in Common

subject to the following:

OBJECTIONS

1. **FORECLOSURE:** The abstract to the property reflects at entry number 84 a foreclosure of a mortgage in Case No. EQCV039849. This foreclosure was seen through to completion and designated for Sheriff's sale. The mortgage was subsequently assigned with no showing of a Sheriff's sale ever occurring. This foreclosure shall be released of record.

2. REAL ESTATE MORTGAGE: The abstract to the property under examination reflects at entry no. 97, wherein a mortgage was executed by Darrell L. Hocking and Leora M. Hocking, a Married Couple to Greater Iowa Credit Union. The mortgage is dated March 18, 2024, and filed of record March 22, 2024, as Instrument No. 24-01725 of the records of the Story County Recorder. This particular mortgage constitutes an encumbrance on the property and must be released prior to final payment at time of closing.

COMMENTS

3. COUNTY ZONING: The abstract to the property under examination reflects at entry no. 26, enacted by the Board of Supervisors for Story County dated November 29, 1965 and filed of record August 10, 1966. The current status of district must be determined by reference to the records of the Zoning Administrator. Any proposed use of the property will have to comply with this particular resolution.

4. POWER UTILITIES EASEMENT: The abstract to the property under examination reflects at entry no. 19 wherein an easement was granted by prior titleholders to Corn Belt Power Cooperative, its successors or assigns dated February 21, 1966, and filed of record May 24, 1966, in Book 102, page 290 of the records of the Story County Recorder. This easement grants an easement for construction, operation, maintenance and/or removal of necessary fixtures, and lines for transmission of electric current. For the precise location of this easement, you are referred to the survey of the property.

CAUTION

The abstract consists of a summary of all matters affecting or relating to the title of the above-described real estate of recording the courthouse of the county in which the real estate is situated. Our title opinion is based upon an examination of this abstract.

This opinion is subject to our standard exceptions, attached hereto and by this reference incorporated herein.

This Opinion is for the benefit of the addressee only. No other persons are entitled to rely hereon.

If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,
BREKKEN, WYNIA & HYLAND, P.C.



Austin J. Heeren, Attorney at Law
Iowa Title Guaranty Number: 11089
Brekken, Wynia & Hyland, P.C.

AJH/rp

STANDARD EXCEPTIONS

Matters not covered by this opinion:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachments, overlaps, boundary line disputes, easements, measurements, variations in area or content, party walls, or any other matters that an accurate survey and inspection of the premises would disclose.
3. Roads, ways, streams, or easements, not shown by the public records, riparian or water rights, and the title to any filled-in lands.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished imposed by law and not shown by the public records.
5. Taxes or special assessments that are not shown as existing liens by the public records.
6. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records, or attaching subsequent to the Effective Date hereof but prior to date the covered party acquires for value of record the estate or interest or mortgage thereon covered by this Opinion.
7. Restrictions as to building, occupancy, or usage contained in applicable zoning or other city or county ordinances.
8. Rights of access to and from highways and streets that may be designated as "controlled access facilities" by state or city authorities.
9. Rights of trustees in bankruptcy to set aside transfers of interest in real estate by bankrupt within one year prior to bankruptcy for inadequate consideration.
10. Environmental contamination of land now prohibited by Federal and State laws and regulations.
11. The abstract does not disclose whether the real property has access from a public right-of-way. You should determine whether the real property has a legal means of access to and from a public right-of-way, lack of which may impair or prevent its intended use. Requirement:
12. Matters of record not shown in the abstract(s).

RE: Review Comments--End of Trail Subdivision

From Austin Heeren <AHeeren@brekkenlawoffice.com>

Date Tue 06/17/2025 11:41 AM

To Leanne A. Harter <LHarter@storycountyiowa.gov>; dhocking@live.com <dhocking@live.com>

 1 attachment (19 KB)

Access Easement and Maintenance Agreement.docx;

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe

Thanks Leanne! I spoke with Darrell last week after the call and he mentioned seeing an email of some sort so I was keeping an eye out for one!

1. Will be taken care of following approval of subdivision.
2. There are not proposed restrictive or protective covenants.
3. N/A
4. N/A
5. I will reach out to the surveyor again to check and see if this has been changed.
6. I will reach out to the surveyor.
7. Attached is the written access easement.
8. I will reach out to surveyor regarding legal description.

I will provide a well easement as well shortly this afternoon.

Austin J. Heeren, Attorney
BREKKEN, WYNIA & HYLAND, P.C.
515-733-4377

From: Leanne A. Harter <LHarter@storycountyiowa.gov>

Sent: Tuesday, June 17, 2025 11:35 AM

To: Austin Heeren <AHeeren@brekkenlawoffice.com>; dhocking@live.com

Subject: Re: Review Comments--End of Trail Subdivision

Here you go.

My apologies about that. I've reached out to our IT staff to see what may have happened.

Thanks,
Leanne

Leanne Lawrie Harter, AICP CFM
Planning and Development Director
Story County Administration
900 6th Street | Nevada, Iowa 50201

Phone: 515.382.7247 | Email: lharter@storycountyiowa.gov
Visit Story County online at www.storycountyiowa.gov

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From: Austin Heeren <AHeeren@brekkenlawoffice.com>
Sent: Tuesday, June 17, 2025 9:32 AM
To: Leanne A. Harter <LHarter@storycountyiowa.gov>; dhocking@live.com <dhocking@live.com>
Subject: RE: Review Comments--End of Trail Subdivision

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Leanne,

Thank you for this email. I see it addressed to me last week, but I never received it. Could you please reattach the comment letter so I can get it taken care of.

Thank you,

Austin J. Heeren, Attorney
BREKKEN, WYNIA & HYLAND, P.C.
515-733-4377

From: Leanne A. Harter <LHarter@storycountyiowa.gov>
Sent: Tuesday, June 17, 2025 9:22 AM
To: aheeren@brekkenlawoffice.com; dhocking@live.com
Subject: Fw: Review Comments--End of Trail Subdivision

Good morning.
I'm following up on this email I sent last week to see if there were any questions.

I am out of the office tomorrow (6/18), and Story County offices are closed in recognition of Juneteenth on 6/19.

Thanks,
Leanne

Leanne Lawrie Harter, AICP CFM

Planning and Development Director

Story County Administration

900 6th Street | Nevada, Iowa 50201

Phone: 515.382.7247 | Email: lharter@storycountyiowa.gov

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From: Leanne A. Harter <LHarter@storycountyiowa.gov>

Sent: Monday, June 09, 2025 5:06 PM

To: Austin Heeren <AHeeren@brekkenlawoffice.com>; Darrell Hocking <dhocking@live.com>

Subject: RE: Review Comments--End of Trail Subdivision

Good afternoon –

I am following up on your message left with Marcus Amman earlier today and last week. Attached is an updated comment letter. In reviewing the files, I do not see where some comments were addressed that Andrea Wagner had sent to you. Please submit these materials so we can continue the review and schedule this for the Board of Supervisors. Also, there is now a comment that has been provided by Story County Environmental Health regarding the shared well.

I have emailed the Treasurer's Office to ask whether the Treasurer's Certificate is still valid. As soon as I get that response, I will let you know.

Please let me know if you have any questions.

Thanks,
Leanne

Leanne Lawrie Harter, AICP CFM

Planning and Development Director

Story County Administration

900 6th Street | Nevada, Iowa 50201

Phone: 515.382.7247 | Email: lharter@storycountyiowa.gov

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From: Austin Heeren <AHeeren@brekkenlawoffice.com>
Sent: Tuesday, January 14, 2025 10:44 AM
To: Andrea E. Wagner <AWagner@storycountyiowa.gov>; Darrell Hocking <dhocking@live.com>
Subject: RE: Review Comments--End of Trail Subdivision

[External Sender - Please Use Caution]

Andrea,

Attached is the consent to platting for the active mortgage. I am still working on the one for the foreclosure. I will deliver the originals to your office once we get all questions and concerns answered.

Thanks,

Austin J. Heeren, Attorney
Brekken, Wynia & Hyland, P.C.

515-733-4377

From: Andrea E. Wagner <AWagner@storycountyiowa.gov>
Sent: Friday, January 3, 2025 1:01 PM
To: 'Austin Heeren' <AHeeren@brekkenlawoffice.com>; 'Darrell Hocking' <dhocking@live.com>
Subject: Review Comments--End of Trail Subdivision

Hello Austin and Darrell,

I have attached a letter with review comments for the End of Trail Subdivision. Please review the letter and begin working on the necessary changes/additional documents.

That being said, you will notice in the section where we've written comments to the property owner that we have become aware of a few code violations. These violations must be remedied before we can take the subdivision application forward to the Board of Supervisors. Our standard procedures for code enforcement begin with sending a complaint letter via certified mail to the property owners.

Austin, if Darrell chooses to involve you in the code enforcement, that is entirely up to him, but until that point, we will only communicate with Darrell and/or Leora about the code enforcement.

I do not have an email address for the surveyor, so please pass along the review letter to them on my behalf. I am also still waiting on comments from Environmental Health—if any—but wanted to send you the comments we have so far in the interest of time.

Thank you,

Andrea Wagner

Senior Planner

Story County

900 6th Street

Nevada, IA 50201

(515) 382-7246

she/her/hers

awagner@storycountyiowa.gov



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