

OFFICE OF THE  
*Appanoose County Auditor*

**KELLY HOWARD**

COURTHOUSE  
201 N. 12th St., Rm 11  
CENTERVILLE, IOWA 52544

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Meeting Agenda  
September 19, 2022

The Appanoose County Board of Supervisors will meet Monday, September 19, 2022 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

1. Pledge
2. Declaration of items to be added to the agenda/Approve Agenda
3. Approve minutes of the September 6, 2022 meeting
4. Approve reports (9/16 payroll, Independence, Lincoln & Union Township Financials)
5. Approve bills
6. Approve Liquor License: The Shop
7. Susan Cole: ARPA Funding request
8. Approve Resolution 2022-21: Secondary Roads Quarterly Transfer \$217,012.75
9. County Engineer Report
  - a. Approve Purchase ROW Parcels for 135<sup>th</sup> Bridge Replacement Project No. BROS-SWAP-C004(120)-SE-04
10. 9:15 A.M. Public Hearing Final Plat Lazy Days Subdivision
11. Approve Resolution #2022-22: Approving Final Plat of Lazy Days Subdivision
12. John Hansen: Appanoose County Law Center (project progress update, review and approve change orders, review and approve pay request, discussions, and any necessary action)
13. Public Comments
14. Adjourn

Posted 9/14/2022

September 6, 2022

Appanoose County Board of Supervisors met in regular session September 6, 2022 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, and Mark McGill, and Jeff Kulmatycki Boardmembers. Absent: none.

The meeting started with the pledge.

McGill motioned to approve the agenda. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the minutes from the August 15, 2022 meeting. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 8/19 & 9/2 payrolls, July Prisoner Room & Board, Douglas, Johns, Vermillion & Walnut Township Financials. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the bills. Seconded by Kulmatycki. All voted aye.

Access Sys	Typing-Print.-Bind.Serv.	142.97
Ahlers & Cooney	Contrib. & Purchase Serv	192.00
Alex-Teck	Bridge & Culvert Maint.	792.00
Alliant	Rent & Utility Payments	1033.91
Sec Rds	Mileage & Transp. Expense	4668.85
Bailey Off	Off. Supplies & Forms	105.47
D Barnthouse	Building Repair & Maintce	100.00
C Blozovich	Rent Payments	300.00
Brown's Shoe	Engineering Services	125.00
E Burgin	Mileage & Transp. Expense	112.05
Jeff Burns	Rent Payments	350.00
C-D Supply	Custodial Supplies	581.14
Cantera Aggregates	Engineering Services	3463.42
Capital Sanitary Supply	Off. Equip Repair & Maint	7.41
Cville Iron	Engineering Services	32.26
Cville Wtrwks	Water & Sewer	614.83
Certified Power	Engineering Services	587.72
Chariton Valley Elec	Engineering Services	43.56
City Cville	Salary-Regular Employees	11787.89
City of Plano	Maintenance Contract	160.94
City of Unionville	Maintenance Contract	119.09
Dave's Tire Shop	Engineering Services	478.00
Davis Co Sheriff	Legal Serv. Dep-Subp-Tran	12446.81
DCI-SOR	Educational & Train.Serv.	75.00
Denco	Engineering Services	256218.47
Eastern IA Tire	Engineering Services	790.49
Erman Corp	Bridges & Culverts	28600.00
Fareway	Food & Provisions	40.00
Finish Line	Fuels	99.58
Fogle TV	Equip. Parts & Supplies	227.54
Forms 1	Typing-Print.-Bind.Serv.	630.20
Galls	Uniforms	21.59
Michelle Gray	Educational & Train.Serv.	83.70
GreatAmerica	Off. Supplies & Forms	183.05
PJ Greufe	Health Insurance	1500.00
Gullett Fence	Engineering Services	4078.79
Hills San	Garbage Serv	315.00
Kelly Howard	Mileage & Transp. Expense	71.22
Inland Truck Parts	Engineering Services	610.26
IA Law Enforcement Academy	Educational & Train.Serv.	125.00
IA ME	Medical & Health Services	6084.00

ISSDA	Educational & Train.Serv.	125.00
IA Trust & Savings	Off. Supplies & Forms	118.84
ISAA	Educational & Train.Serv.	650.00
J & J Ready Mix	Roads	4200.00
J&K Rentals	Rent Payments	300.00
Jim Hawk Truck	Engineering Services	64.00
John Day Co	Construction & Maint.	21420.07
Kimball	Engineering Services	735.14
L&W Quarries	Engineering Services	2156.94
R Lamb	Mileage & Transp. Expense	603.33
Mail Serv	Vehicle Renewal Notices	458.85
McKesson Med	Medical Supplies	17.84
Metal Culverts	Bridge & Culvert Maint.	6311.10
MHC Kenworth	Engineering Services	275.05
Midwest Wheel	Engineering Services	1518.51
MMIT	Off. Supplies & Forms	104.93
Monroe Sheriff	Food Preparation Service	50.00
Moravia Prtg	Off. Supplies & Forms	321.69
T Morris	Construction & Maint.	75000.00
Natel	Telephone & Telegr.Serv.	876.21
Owl Pharm	Prescriptions & Medicine	89.03
B Perkins	Engineering Services	252.00
Quick Shop	Transportation	90.00
Quill	Off. Supplies & Forms	35.87
River Hills	Medical & Health Services	1278.00
G Roefer	Medical & Health Services	200.00
Seymour Tire	Engineering Services	203.40
Simmons Bldg Materials	Equip. Parts & Supplies	6.88
SJ Smith Co Inc	Engineering Services	475.00
Snap-On Tools	Engineering Services	161.75
Snap-On-Tools	Engineering Services	224.88
Solutions	Computer & Microfilm Supp	39765.00
US Bank	Off. Equip Repair & Maint	29.50
US Bank	Off. Supplies & Forms	1209.51
US Cellular	Telephone & Telegr.Serv.	481.45
USPS	Postage & Mailing	300.00
Vaughn Auto	Engineering Services	619.08
Verizon	Off. Supplies & Forms	160.04
Vetter Equipment	Engineering Services	1027.50
Walker Welding	Engineering Services	394.09
Watson & Ryan	Legal & Ct-Related Serv.	5675.00
Windstream	Computer Services	1327.98
5th Dist Co Off	Educational & Train.Serv.	25.00
5th Dist Rec Assn	Dues & Memberships	20.00
Grand Total		507357.67

Kulmatycki motioned to approve the liquor license for The Retreat. Seconded by McGill. All voted aye.

Hannah Wiltamuth & Austin Hoffman provided a year-end report for the Conservation Department.

McGill motioned to approve the GIS Agreement with Checkpoint Solutions. Seconded by Kulmatycki. All voted aye.

Sheriff Gary Anderson requested additional ARPA funds for the E911 project. The board stated they will play it by ear.

Kulmatycki motioned to approve Winger replacing the boiler feed tank for \$9,958.00. Seconded by McGill. All voted aye.

McGill motioned to set the public hearing for the final plat for Lazy Days Subdivision for 9/19/2022 at 9:15 A.M. Seconded by Kulmatycki. All voted aye.

County Engineer Brad Skinner, provided an update to the board. The road reshape on 470<sup>th</sup> St is complete. Adjoining land owners took the extra dirt that was moved. 400<sup>th</sup> should be complete by the end of the week. They will then move to the southwest side of the county. They are patching individual areas on Dewey Road and T61. The pipe installation on 614<sup>th</sup> is done. Pipe has been delivered for the project on 310<sup>th</sup>. There is still bridge work to be done on the Boothill Bridge by Numa. The construction program is changing. The Clarkdale Bridge is being delayed a year so that bridges on 110<sup>th</sup> and 150<sup>th</sup> can be moved up due to an unexpected downgrade. ARPA funding was requested for a new communications system. There was brief discussion on pickup inventory replacement.

McGill motioned to open the public hearing on the final plat for Rathbun Junction Subdivision at 9:17 A.M. Seconded by Kulmatycki. All voted aye. Zoning Administrator Beth Burgin spoke about the subdivision. There were no public comments. McGill motioned to close the public hearing at 9:18 A.M. Seconded by Kulmatycki. All voted aye. McGill motioned to approve Resolution 2022-20. Seconded by Kulmatycki. All voted aye.

#### RESOLUTION 2022-20

##### RESOLUTION APPROVING FINAL PLAT OF RATHBUN JUNCTION SUBDIVISION

WHEREAS, the final plat and accompanying materials for Rathbun Junction Subdivision have been filed with the Appanoose County Auditor; and

WHEREAS, the plat of Rathbun Junction Subdivision as filed is found to be correct and complies in all respects with the requirements of the Appanoose County and the laws of the State of Iowa;

WHEREAS, Timber and Tines, LLC, as owner and proprietor, seeks final approval of the Plat.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA, that the plat of Rathbun Junction Subdivision is hereby approved and accepted by the Board of Supervisors of Appanoose County, Iowa.

BE IT FURTHER RESOLVED THAT THE Appanoose County Auditor is authorized and directed to file the final plat of Rathbun Junction Subdivision, as well as any other documents related thereto, with the Appanoose County Recorder.

Passed and approved this 6<sup>th</sup> day of September, 2022.

/s/Linda Demry, Chairman of the Board of Supervisors

Attest: /s/Kelly Howard, Appanoose County Auditor

John Hansen provided an update on the jail project. E911 furniture is being installed today. The main distribution panel will be delivered next week. The state will be testing E911 the 13<sup>th</sup> – 15<sup>th</sup>. Inspections continue. E911 will be live the 28<sup>th</sup>. Occupancy permits should be issued the end of September. The board will set an open house date during the next board meeting. Change orders were presented. Kulmatycki motioned to approve Change Order #1-4 to SG Construction for \$14,175. Seconded by McGill. All voted aye. Kulmatycki motioned to approve Change Order #3-3 to Tony's Plumbing for \$3,878. Seconded by McGill. All voted aye. McGill motioned to approve Change Order #4-2 to Proctor Mechanical for \$633. Seconded by Kulmatycki. All voted aye. The pay application for 9/1/2022 was presented. It contains \$166,823.35 worth of expenses already paid but not captured on the project cost recap report. Kulmatycki motioned to approve the 9/1/2022 pay application for \$651,021.11. Seconded by McGill. All vote aye.

Public Comments: none.

The Board adjourned to meet the call of the Auditor at 9:46 A.M.

Appanoose County Board of Supervisors

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Attest:

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Kelly Howard, Appanoose County Auditor

Appanoose COUNTY, Independence TOWNSHIP

**SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS**

Fiscal Year July 1, 2021 thru June 30, 2022

**Code of Iowa 359.23 Receipts and Expenditures - Annual Statement** Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

1	SUMMARY	TOWNSHIP FUNDS					TOTAL
		Mys-Mon Fire	Seymour Fire	Mys-Mon Cemetery	Seymour Cemetery	Other	
2	BEGINNING FUND BALANCE JULY 1, <u>2021</u> add (+)						14,317.36
3	TOTAL REVENUE less (-)	12,080.63	111.54	4578.45	42.28		16,812.90
4	TOTAL DISBURSEMENTS equals (=)	12,080.63	111.38	5100.00		11.60	17,303.61
5	ENDING FUND BALANCE JUNE 30, <u>2022</u>						13,826.65
6	PUBLIC DEBT BALANCES AT YEAR END						
7	RESERVE FUND BALANCES AT YEAR END						

**CERTIFICATION**

To the County Auditor of the above-named County: We hereby certify that the above statements are correct as appears in the records of the township clerk.

RECORDED  
SEP 7 '22 3:01 PM '22

Lorena Laine  
Township Clerk

9/6/2022  
Date

Charles Moore  
Kevin Laine  
[Signature]  
Township Trustees

Appanoose COUNTY, Independence TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS  
Fiscal Year July 1, 2021 thru June 30, 2022

1	STATEMENT OF DISBURSEMENTS	TOWNSHIP FUNDS					TOTAL	
		City of Mystic	City of Moravia	City of Seymour	Genevieve	Other		
2	DATE	DISBURSEMENTS DURING FISCAL YEAR						
#833	4/9/2021	Mike Jenton				1800.00	1800.00	
#834	5/12/2021	City of Seymour			55.76		55.76	
#835	6/1/14/2022	City of Moravia		832.44			832.44	
#836	7/1/14/2022	City of Mystic	6735.19				6735.19	
#837	8/3/19/2022	USPS Stamps				11.60	11.60	
#838	9/5/1/2022	Mike Jenton				1100.00	1100.00	
#839	10/6/1/2022	Mike Jenton				1100.00	1100.00	
#840	11/6/30/2022	City of Seymour			55.62		55.62	
#841	12/6/30/2022	Mike Jenton				1100.00	1100.00	
#842	1/6/30/2022	City of Moravia		496.43			496.43	
#843	2/6/30/2022	City of Mystic	4016.57				4016.57	
15								
16								
17								
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21								
22								
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24								
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27								
28								
29								
30								
31								
32	TOTAL DISBURSEMENTS FROM THIS PAGE		10,751.76	1328.87	111.38	5100.00	11.60	17,303.61
33	TOTAL DISBURSEMENTS FROM ATTACHED PAGES							
34	TOTAL DISBURSEMENTS FOR YEAR							
35	ENDING FUND BALANCE							
36	06/30/ 2022							
37	+ Cash on hand							
38	+ Checking							
39	+ Savings							13,826.65
	+ Other							
	= Total							
40	TOTAL TO BE ACCOUNTED FOR							
	Total Disbursements+Ending Balance (must=Page R1 line 40)							31,130.26





APPANOOSE COUNTY,

*Lincoln*

TOWNSHIP

**SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS**

Fiscal Year July 1, 2021 thru June 30, 2022

**Code of Iowa 359.23 Receipts and Expenditures - Annual Statement** Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

SUMMARY		TOWNSHIP FUNDS						
		CEMETERY	FIRE	<i>Dist.</i>				TOTAL
1								
2	BEGINNING FUND BALANCE JULY 1, <u>2021</u> add (+)							11,868.75
3	TOTAL REVENUE less (-)	6,026.10	8,012.39	1.14				14,039.63
4	TOTAL DISBURSEMENTS equals (=)							20,934.55
5	ENDING FUND BALANCE JUNE 30, <u>2022</u>							4,973.83
6	PUBLIC DEBT BALANCES AT YEAR END							
7	RESERVE FUND BALANCES AT YEAR END							

**CERTIFICATION**

To the County Auditor of the above-named County: We hereby certify that the above statements are correct as appears in the records of the township clerk.

REC'D APP CO ALSTON  
SEP 7 '22 AM 11:03

*Andrew Leuchs*  
Township Clerk

9-2-2022  
Date

*John A. Dulson*  
*Terry Baker*  
*Wayne Fuchs*  
Township Trustees

APPANOOSE COUNTY,

COUNTY,

*Lincoln*

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2021 thru June 30, 2022

1	STATEMENT OF DISBURSEMENTS		TOWNSHIP FUNDS					TOTAL
			<i>3 Cemetery</i> CEMETERY	FIRE	<i>Jerome</i> Cemetery	<i>Int</i> <i>to Jerome</i>	<i>Postage</i>	
2	DISBURSEMENTS DURING FISCAL YEAR							
3	DATE	DISBURSEMENTS DURING FISCAL YEAR						
	4	7-6 Jerome Cemetery Assoc.			4000.-			4000.-
	5	7-23 Jon Davis	480.-					480.-
	6							
	7	8-18 accumulated interest				11.78		11.78
	8							
	9	9-13 Jon Davis	480.-					480.-
	#							
	#	8-17 Seymour Book Office					11.00	11.-
	#							
	#	11-15 Jon Davis	320.-					320.-
	#	12-14 Seymour Fire Dept.		4107.11				4107.11
	#							
	#	5-2 Jerome Cemetery Assoc.			6000.-			6000.-
	#							
	#	5-11 Jon Davis	340.-					340.-
	#	6-2 Jon Davis	510.-					510.-
	#							
	#	10-13 Fire Dept. City of Seymour		4164.66				4164.66
	#							
	#	6-30 Ophie Davis	510.-					510.-
	#							
	#							
	#							
	#							
	#							
	#							
	#	TOTAL DISBURSEMENTS FROM THIS PAGE	2640.-	8271.77	10,000.-	11.78	11.00	20934.55
	#	TOTAL DISBURSEMENTS FROM ATTACHED PAGES						
	#	TOTAL DISBURSEMENTS FOR YEAR						
	#							
	#	ENDING FUND BALANCE						
	#	06/30/ 2022						
	#	+ Cash on hand						
	#	+ Checking						
	#	+ Savings						
	#	+ Other						
	#	= Total						
	#	TOTAL TO BE ACCOUNTED FOR						
	#	Total Disbursements+Ending Balance (must=Page R1 line 40)	2640.-	8271.77	10,000	11.78	11.00	20934.55

2021

2022

APPANOOSE COUNTY,

*Lincoln*

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2021 thru June 30, 2022

1 STATEMENT OF RECEIPTS		TOWNSHIP FUNDS						
2 BEGINNING FUND BALANCE 07/01/ 2021		CEMETERY	FIRE	<i>Int</i>				TOTAL
3	+ Cash on hand							
4	+ Checking	<i>11,868.75</i>						<i>11,868.75</i>
5	+ Savings							
6	+ Other							
7	= Total	<i>11,868.75</i>						<i>11,868.75</i>
8 DATE RECEIPTS DURING FISCAL YEAR								
9	<i>7-15-21</i>	<i>88.08</i>	<i>95.23</i>	<i>1.14</i>				<i>184.45</i>
#	<i>9-15</i>	<i>704.84</i>	<i>939.66</i>					<i>1644.50</i>
#	<i>10-15</i>	<i>2261.00</i>	<i>3014.62</i>					<i>5275.62</i>
#	<i>11-15</i>	<i>195.89</i>	<i>261.13</i>					<i>457.02</i>
#	<i>12-15</i>	<i>143.46</i>	<i>191.27</i>					<i>334.73</i>
#	<i>1-14</i>	<i>49.48</i>	<i>65.95</i>					<i>115.43</i>
#	<i>2-15</i>	<i>69.96</i>	<i>92.49</i>					<i>161.85</i>
#	<i>3-15</i>	<i>301.95</i>	<i>402.58</i>					<i>704.53</i>
#	<i>4-15</i>	<i>1853.14</i>	<i>2470.86</i>					<i>4324.00</i>
#	<i>5-13</i>	<i>242.90</i>	<i>323.86</i>					<i>566.76</i>
#	<i>6-15</i>	<i>116.00</i>	<i>154.74</i>					<i>270.74</i>
#								
#								
#								
#	TOTAL REVENUE FROM THIS PAGE	<i>1,026.10</i>	<i>8,012.39</i>	<i>1.14</i>				<i>14,039.63</i>
#	TOTAL REVENUE FROM ATTACHED PAGES							
#	TOTAL REVENUE FOR YEAR	<i>1,4039.63</i>						
#	TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)	<i>25,908.38</i>						

REC'D HPP CU R DYOI  
SEP 7 2022 103

*2021*  
*2022*

Argonne COUNTY, Union TOWNSHIP

**SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS**

Fiscal Year July 1, 2021 thru June 30, 2022

**Code of Iowa 359.23 Receipts and Expenditures - Annual Statement** Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

1	SUMMARY	TOWNSHIP FUNDS						TOTAL
2	BEGINNING FUND BALANCE JULY 1, <u>2021</u>	<u>29744.22</u>						<u>29744.22</u>
3	add (+) TOTAL REVENUE	<u>10726.31</u>						<u>10726.31</u>
4	less (-) TOTAL DISBURSEMENTS	<u>9189.65</u>						<u>9189.65</u>
5	equals (=) ENDING FUND BALANCE JUNE 30, <u>2022</u>	<u>31280.88</u>						<u>31280.88</u>
6	PUBLIC DEBT BALANCES AT YEAR END	<u>—</u>						<u>—</u>
7	RESERVE FUND BALANCES AT YEAR END	<u>—</u>						<u>—</u>

2022 SEP 05 10:05  
SEP 7 '22 10:05

**CERTIFICATION**

To the County Auditor of the above-named County: We hereby certify that the above statements are correct as appears in the records of the township clerk.

[Signature]  
Township Clerk

9-1-2022  
Date

[Signature]  
Matthew D Kester  
[Signature]  
Township Trustees







# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
MEXICAN AFFAIR, LLC	THE SHOP	(641) 854-2424		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
11866 160TH AVE		MORAVIA	Appanoose	52571
MAILING ADDRESS	CITY	STATE	ZIP	
11866 160TH AVE	MORAVIA	Iowa	52571	

## Contact Person

NAME	PHONE	EMAIL
Robert Rangel	(641) 226-0049	mexicanaffairiowa@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Liquor License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
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### SUB-PERMITS

Class C Liquor License

### PRIVILEGES

## Status of Business



# State of Iowa

Alcoholic Beverages Division

BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Gabriela Rangel	Moravia	Iowa	52571	owner	50.00	Yes
Roberto Rangel	Moravia	Iowa	52571	Owner	50.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Auto Owners Insurance Company

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE  
DATE

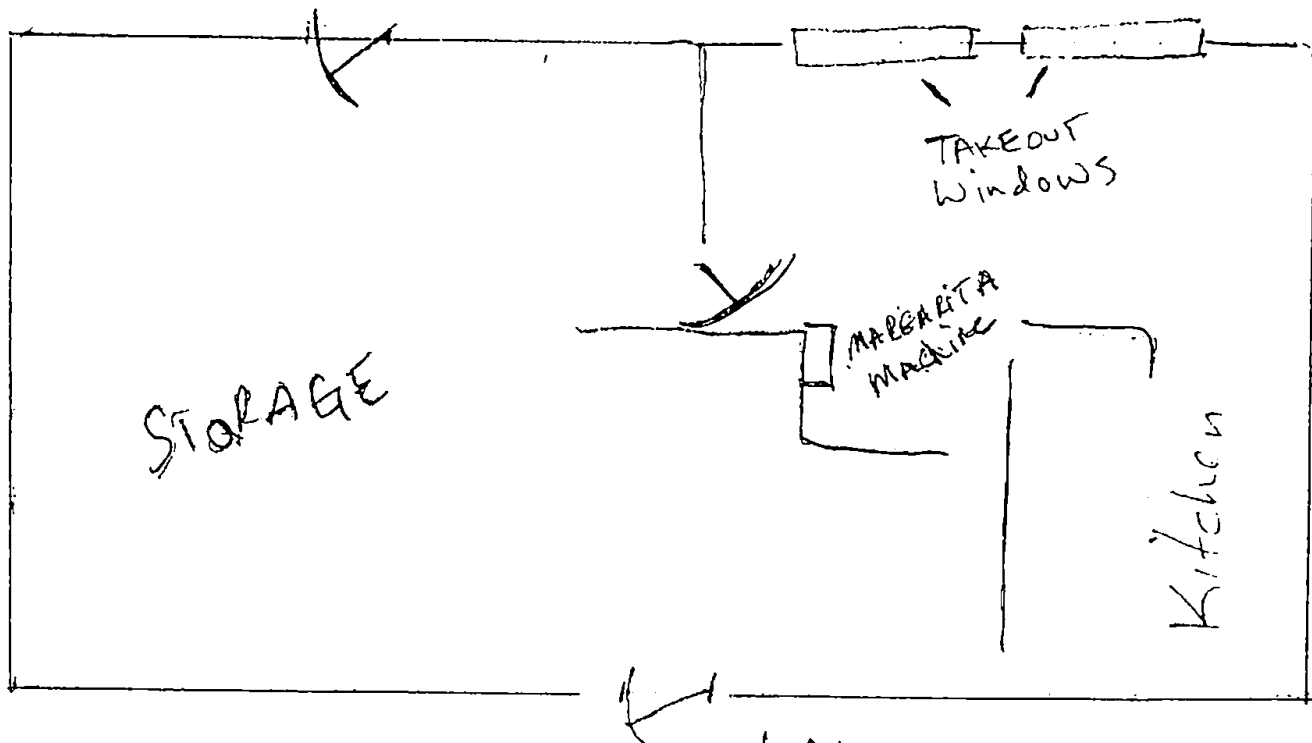
OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE





NO CUSTOMERS Allowed in Building  
TAKEOUT only  
2 windows 1 to order & PAY other to give the food & drink



Book 2020 Page 2175

Document 2020 2175 Type 06 004 Pages 10  
Date 10/02/2020 Time 11:33 AM  
Rec Amt \$52.00 Aud Amt \$5.00

ENTR   
COMP   
INDX   
SCAN

DOV# 409

Teddy Walker, Recorder  
Appanoose Co. IOWA

pd 57.00  
mail

ENTERED FOR TAXATION	
This	Day of
10	October 2020
Kelly Howard	
County Auditor	
Jewell	
County Auditor	

P.239

R18p.134



**REAL ESTATE CONTRACT - SHORT FORM**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 143  
Recorder's Cover Sheet

**Preparer Information:** (Name, address and phone number)

Gary G. Kimes  
201 East 1st Street, P.O. Box 279  
Leon, IA 50144 641-446-46113

**Taxpayer Information:** (Name and complete address)

Eldon C. Stephenson  
334 N West View Drive  
Osceola, IA 50213

**Return Document To:** (Name and complete address)

Gary G. Kimes  
201 East 1st Street, P.O. Box 279  
Leon, IA 50144

**Grantors:**

Eldon C. Stephenson  
Bonnie L. Stephenson

**Grantees:**

Roberto Rangel  
Gabriela E. Rangel

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**



**REAL ESTATE CONTRACT  
(SHORT FORM)**

**IT IS AGREED** between Eldon C. Stephenson and Bonnie L. Stephenson, by her attorney in fact Eldon C. Stephenson, husband and wife ("Sellers"); and Roberto Rangel and Gabriela E. Rangel, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Appanoose County, Iowa, described as:

See attached legal description.

with any easements and appurtenant servient estates, but subject to the following:

- a. any zoning and other ordinances;
- b. any covenants of record;
- c. any easements of record for public utilities, roads and highways; and
- d. (consider: liens; mineral rights; other easements; interest of others.)

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is Two Hundred Seventy-five Thousand Dollars (\$ 275,000.00 )

of which \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

has been paid. Buyers shall pay the balance to Sellers at Osceola, Iowa

\_\_\_\_\_ or as directed by Sellers, as follows:  
\$25,000.00, including principal and interest at 5% per annum on April 15, 2020, and \$12,500.00, including principal and interest at 5% per annum, on October 1, 2020, and April 1, 2021 and October 1, 2021 and each and every year thereafter until such time as the principal balance and accrued interest has been paid in full.

Buyers may prepay the contract balance at anytime without penalty.

2. **INTEREST.** Buyers shall pay interest from April 15, 2020 on the unpaid balance, at the rate of 5 percent per annum, payable semi-annually. Buyers shall also pay interest at the rate of 10 percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. REAL ESTATE TAXES. Sellers shall pay:  
all real estate taxes prorated to the date of possession.

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any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. SPECIAL ASSESSMENTS. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract April 15, 2020. All other special assessments shall be paid by Buyers.

5. POSSESSION CLOSING. Sellers shall give Buyers possession of the Real Estate on April 15, 2020, provided Buyers are not in default under this contract. Closing shall be on April 15, 2020.

6. INSURANCE. Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

~~7. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract \_\_\_\_\_ and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.~~

8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)

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9. CARE OF PROPERTY. Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. DEED. Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. REMEDIES OF THE PARTIES.

a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said

property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

**12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

**13. JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

**14. TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

**15. PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

**16. CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

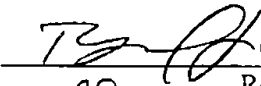
**17. RELEASE OF RIGHTS.** Each of the Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

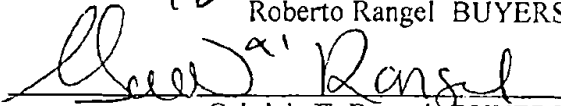
**18. CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

**I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.**

Dated: April 15, 2020

Dated: April 15, 2020

  
\_\_\_\_\_  
Roberto Rangel BUYERS

  
\_\_\_\_\_  
Gabriela E. Rangel BUYERS

19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

~~(a) Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.~~

(b) The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.

~~(c) Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that \_\_\_\_\_~~

20. ADDITIONAL PROVISIONS.

See attached.

Dated: April 15, 2020

Eldon C. Stephenson  
Eldon C. Stephenson, SELLER

Bonnie L. Stephenson  
Bonnie L. Stephenson, SELLER  
by her attorney in fact  
Eldon C. Stephenson

Roberto Rangel  
Roberto Rangel, BUYER

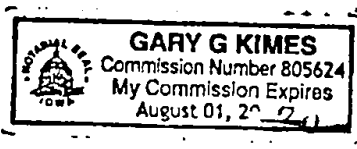
Gabriela E. Rangel  
Gabriela E. Rangel, BUYER

INDIVIDUAL NOTARY

STATE OF IOWA, COUNTY OF Decatur

This record was acknowledged before me on April 15, 2020, by Eldon C. Stephenson, husband of Bonnie L. Stephenson

Gary G Kimes  
Signature of Notary Public



STATE OF IOWA, COUNTY OF Decatur

This record was acknowledged before me on April 15, 2020, by Bonnie L. Stephenson by her attorney in fact, Eldon C. Stephenson.

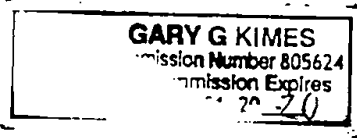
Gary G Kimes  
Signature of Notary Public



STATE OF IOWA, COUNTY OF Decatur

This record was acknowledged before me on April 15, 2020, by Roberto Rangel and Gabriela E. Rangel, husband and wife

Gary G Kimes  
Signature of Notary Public





**ELDON C. STEPHENSON AND BONNIE L. STEPHENSON**

**TO**

**ROBERTO RANGEL AND GABRIELA E. RANGEL**

**REAL ESTATE CONTRACT ADDITIONAL PROVISIONS**

20. Prior to taking possession of the property, Buyers shall secure insurance thereon which names Sellers as additional insured. Buyers shall provide a certificate of said insurance to Sellers prior to closing.

21. In the event that Buyers breach this agreement by defaulting in payments to Sellers, and Buyers remain in possession of the property after receiving notice of forfeiture pursuant to Iowa Code §656.2, Buyers shall be deemed tenants at will as defined in Iowa Code §562.4 and Buyers' interest in the property may be terminated accordingly.

22. Should Buyers default in their payments under the terms of this contract, Sellers shall have the option of accelerating the contract and declaring the balance outstanding immediately due in full.

23. Upon payment in full of the contract price by Buyers, Sellers shall deliver to Buyers an abstract of title which confirms marketable title to the subject property.

24. Buyers' failure to timely perform any obligation pursuant to this contract, including the timely payment of real estate taxes, shall constitute a material breach and be the cause for forfeiture of this contract as set forth above.

25. During the term of this contract and at the time of each payment, the Buyers shall provide the Sellers with an updated campground and storage tenant list.

26. Buyers acknowledge that they have had an opportunity to inspect the property and accepts the same "as is" without reliance on any warranties or representations of Sellers.

Dated this 15 day of April, 2020.

**SELLERS:**

*Eldon C. Stephenson*  
Eldon C. Stephenson

*Bonnie L. Stephenson*  
Bonnie L. Stephenson, by her attorney-  
in-fact, Eldon C. Stephenson

**BUYERS:**

*Roberto Rangel*  
Roberto Rangel

*Gabriela E. Rangel*  
~~Gabriela E. Rangel~~  
Gabriela E. Rangel

LEGAL DESCRIPTION

ELDON C. STEPHENSON AND BONNIE L. STEPHENSON

TO

ROBERTO RANGEL AND GABRIELA E. STEPHENSON

Commencing at the Southeast (SE) Corner of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Eight (8), Township Seventy (70) North, Range Eighteen (18) West of the 5th P.M. and proceeding thence North  $00^{\circ} 29' 16''$  West 660.70 feet to the Corps of Engineers Monument Number 25; thence North  $00^{\circ} 29' 46''$  West 468.53 feet to the point of beginning; thence North  $89^{\circ} 29' 14''$  West 251.12 feet; thence South  $00^{\circ} 42' 06''$  East 462.34 feet; thence North  $00^{\circ} 57' 06''$  West 421.52 feet; thence South  $89^{\circ} 31' 24''$  West 82.10 feet; thence North  $00^{\circ} 28' 34''$  West 238.95 feet to the Corps of Engineers Monument Number 22; thence North  $00^{\circ} 28' 34''$  West 330.66 feet to the Corps of Engineers Monument Number 23; thence South  $89^{\circ} 43' 44''$  East 335.71 feet to the Corps of Engineers Monument Number 24; thence South  $00^{\circ} 29' 46''$  East 523.85 feet to the point of beginning, said tract containing 4.14 Acres, more or less, all in Appanoose County, Iowa. The astronomic bearings of referenced survey were used for this land survey.

AND

A tract of land in the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Eight (8), Township Seventy (70), Range Eighteen (18), more particularly described as: Commencing at a point 468.04 feet North of the Southeast (SE) Corner of said Southwest Quarter (SW  $\frac{1}{4}$ ); said point being the intersection of East line of said Southwest Quarter (SW  $\frac{1}{4}$ ) with the Northerly R.O.W. line of the Honey Creek State Park Road; thence North 661.19 feet; thence West 251.12 feet; thence South 462.43 feet to the Northerly R.O.W. line of said Road; thence South  $51^{\circ} 38'$  East 320.28 feet to the point of beginning, containing 3.24 Acres. The East line of the Southwest Quarter (SW  $\frac{1}{4}$ ) is assumed to bear due North.

**RESOLUTION FOR INTERFUND OPERATING TRANSFER** 2022-24

Whereas, it is desired to transfer monies from the Rural Services Fund to the Secondary Road Fund, and

Whereas, said operating transfer is in accordance with section 331.432, Code of Iowa,

Now, therefore, be it resolved by the Board of Supervisors of Appanoose County, Iowa as follows:

Section 1. The sum of \$ \$217,012.75 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 09-19-2022.

Section 2. The Auditor is directed to correct her books accordingly and to notify the Treasurer of this operating transfer.

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa, on 09-19-2022 the vote being as follows:

Ayes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nays: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:  
  
\_\_\_\_\_  
County Auditor

We hereby certify **Lazy Days Subdivision of the NW1/4 of the SE1/4 of Section 10, Township 70 North, Range 18 West of the 5<sup>th</sup> P.M.** as appears on this plat, is with the free consent and in accordance with the desire of the undersigned owner and proprietor thereof.

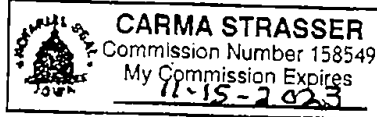
Dated August 3, 2022

Tanner Voss  
Tanner Voss  
Duane T Durian  
Duane T. Durian

Codi Voss  
Codi Voss  
Judy A. Durian  
Judy A. Durian

STATE OF IOWA, MAHASKA COUNTY, ss:

On this 3<sup>rd</sup> day of August 2, 2022 before me a Notary Public in and for said County appeared **Tanner Voss and Codi Voss, husband and wife, and Duane T. Durian and Judy A. Durian, husband and wife**, to me personally known to be the identical person whose names are affixed to the foregoing instrument and acknowledged the execution of the same be **their** voluntary act and deed.



Carma Strasser  
Notary Public

**RESOLUTION APPROVING THE PLAT OF Lazy Days Subdivision of the NW1/4 of the SE1/4 of Section 10, Township 70 North, Range 18 West of the 5<sup>th</sup> P.M. . APPANOOSE COUNTY, IOWA**

**NOW THEREFORE BE IT RESOLVED BY THE APPANOOSE COUNTY BOARD OF SUPERVISORS: Having received the recommended approval of the Appanoose County Engineer, Sanitarian, Auditor, and Assessor, the Plat of Lazy Days Subdivision of the NW1/4 of the SE1/4 of Section 10, Township 70 North, Range 18 West of the 5<sup>th</sup> P.M. , Appanoose County, Iowa is approved.**

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Appanoose County Board of Supervisors

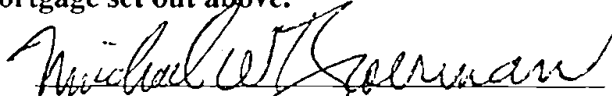
By: Linda Demry, Chairperson

First Iowa State Bank, being the holder of the Mortgage dated March 18, 2020, filed March 30, 2020, Book 2020, page 612, which will affect the real estate platted herein, on this 10<sup>th</sup> day of August, 2022, does hereby acknowledge the subdivision and platting of the property is with its consent and in accordance with its desires as mortgagee.

First Iowa State Bank

Kayle Willis V.P.  
By: Authorized Officer


I, Michael W. Broerman, attorney at law, Oskaloosa, Iowa, state that I have examined the Abstract of Title to the real estate platted herein, continued through March 30, 2020 and found legal title to be in Tanner Voss and Codi Voss, husband and wife, and title in Duane T. Durian as to "hash marked" real estate within the plat, and that said real estate is free from encumbrances, except the mortgage set out above.

  
Michael W. Broerman, Attorney at Law

I, Teddy Walker, the duly elected, qualified and acting County Recorder of Appanoose County, Iowa, do hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the title of the real estate designated, the owner and proprietor thereof, and that said real estate is free of encumbrances, as found in my office, except the mortgage set out above.

\_\_\_\_\_  
Teddy Walker  
Appanoose County Recorder

I, Janet Davis, the duly elected, qualified and acting County Treasurer of Appanoose County, Iowa, on the 17<sup>th</sup> day of August, 2022, certify that the real estate designated and described in the plat, to which this certification is attached is free from any unpaid taxes through the 2020-2021 fiscal year.

  
Janet Davis  
Appanoose County Treasurer

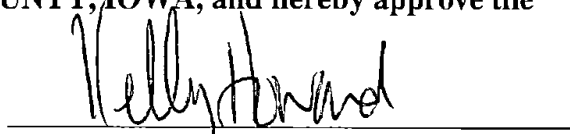
Certified copy received and entered of record in the Appanoose County Auditor's Office on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Kelly Howard  
Appanoose County Auditor

Certified copy given to the Appanoose County Assessor on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Teddy Walker  
Appanoose County Recorder

I, Kelly Howard, the duly elected, qualified and acting Auditor of Appanoose County, Iowa on this 17<sup>th</sup> day of August, 2022, have reviewed the Final Plat of Lazy Days Subdivision of the NW1/4 of the SE1/4 of Section 10, Township 70 North, Range 18 West of the 5<sup>th</sup> P.M. . APPANOOSE COUNTY, IOWA, and hereby approve the subdivision name and have no objections.

  
Kelly Howard  
Appanoose County Auditor

Prepared by and return to Michael W. Broerman, 216 S. 1<sup>st</sup> Street, Oskaloosa, Iowa 52577, 641-673-8336

AFFIDAVIT EXPLANATORY OF TITLE

STATE OF IOWA )

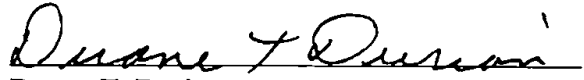
ss:

MAHASKA COUNTY )

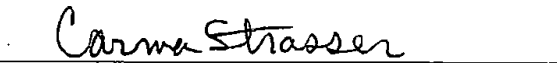
Re: Commencing 1528 feet West of the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 6, Township 70, Range 18, thence South 927 feet, thence due West 460 feet, thence due North 660 feet, thence due West 657 feet, thence North 267 feet, thence due East 1117 feet more or less to the place of beginning, known as Lot One of said forty acre tract;

Comes now the undersigned, being first duly sworn on oath, and deposes and states:

1. That I was the titleholder of the above described real estate, and together with my spouse, Judy A. Durian, we conveyed the above real estate to Tanner Voss and Codi Voss, husband and wife, as joint tenants, pursuant to warranty deed dated March 18, 2020, filed March 30, 2020, Book 2020, page 611.
2. That the intent of the deed was to transfer all real estate that would meet the North and East boundaries of the real estate owned by the United States of America, which would include the "hashmark" areas set forth on the attached Lazy Days Subdivision Plat, for reference purposes.
3. That the correct and intended real estate titled to Tanner and Codi Voss, upon acceptance and recording of the plat, would be Lots 1, 2 and 3 of Lazy Days Subdivision.

  
Duane T. Durian

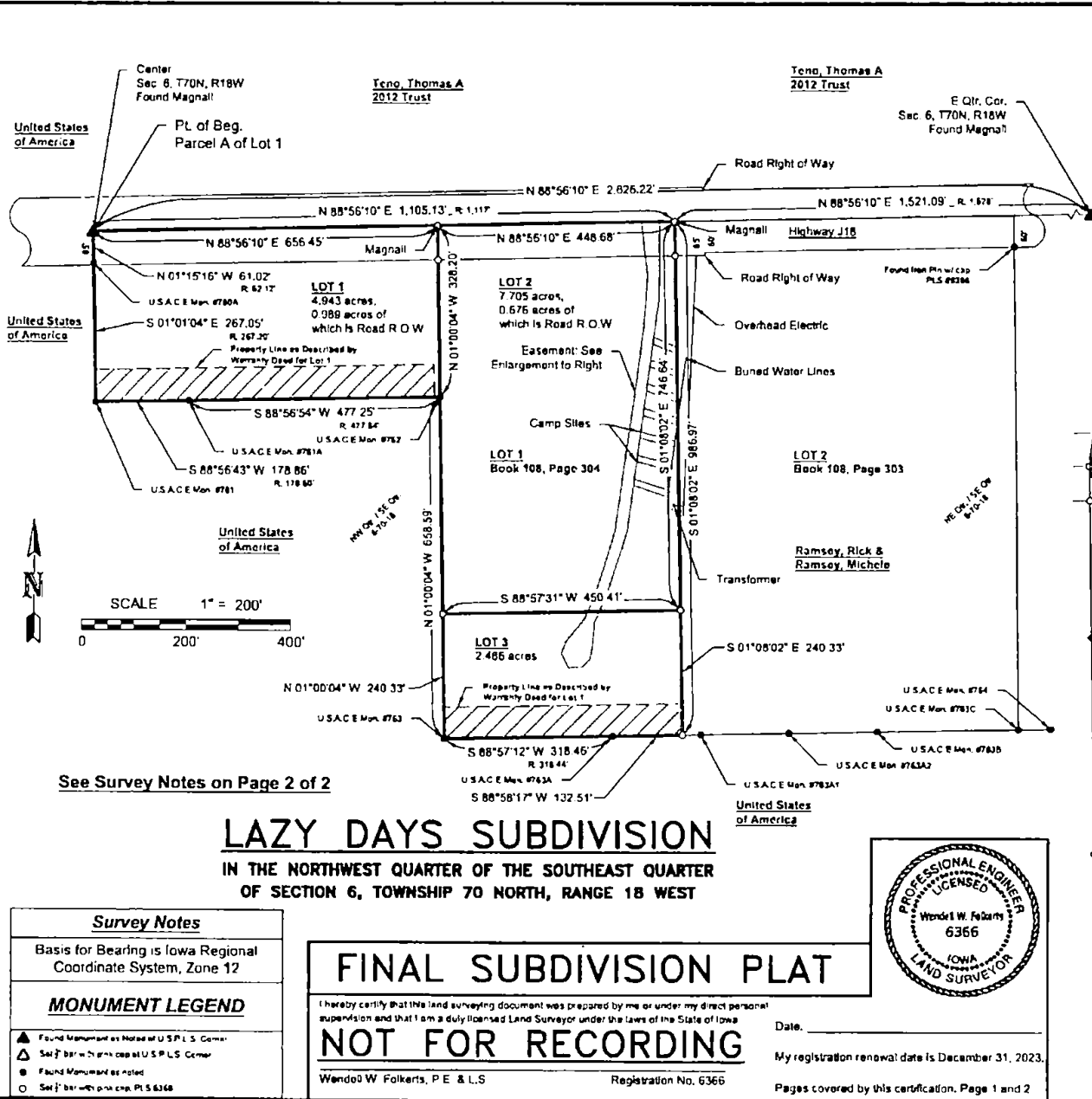
Subscribed and sworn to before me by Duane T. Durian this 14<sup>th</sup> day of July, 2022.

  
Notary Public

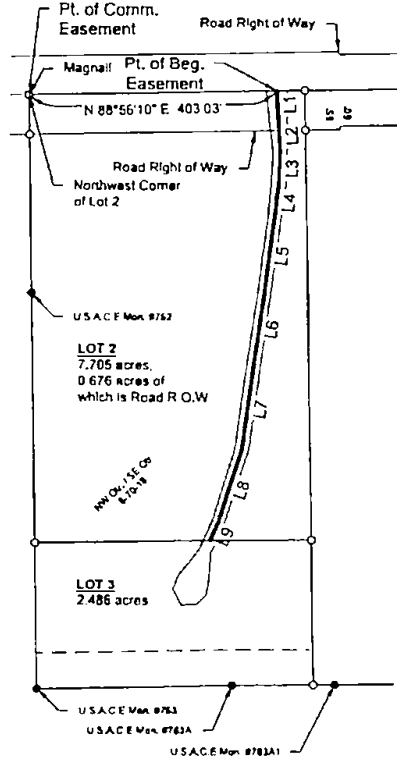


<b>INDEX LEGEND</b>	
Property Location:	NW 1/4 SE 1/4 Sec 6, T70N, R18W Appanoose County, Iowa
Surveyor:	Wendell Folkerts, P.E. and P.L.S.
Return Document to:	B&T Engineering Services P.O. Box 825, Centerville, IA 52544
Survey Received by:	Tanner Voss
Program:	Voss, Tanner & Voss, CofP
Survey Date:	1/24/2022

B & T ENGINEERING SERVICES, INC., P.O. Box 825 Centerville, IA 52544 (641) 437-4478



Easement Line Table		
Line #	Length	Direction
L1	49.84'	S 03°26'30" E
L2	52.17'	S 03°29'06" E
L3	52.50'	S 02°21'46" W
L4	56.08'	S 06°13'16" W
L5	121.01'	S 07°25'09" W
L6	126.02'	S 07°42'31" W
L7	141.47'	S 07°34'25" W
L8	129.43'	S 17°08'45" W
L9	32.56'	S 23°38'07" W



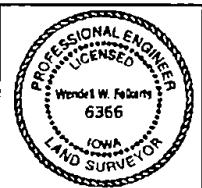
<b>Survey Notes</b>
Basis for Bearing is Iowa Regional Coordinate System, Zone 12
<b>MONUMENT LEGEND</b>
▲ Found Monument as Noted at U.S.P.L.S. Corner
▲ Set by or on behalf of U.S.P.L.S. Corner
● Found Monument as noted
○ Set by or on behalf of U.S.P.L.S. Corner

**FINAL SUBDIVISION PLAT**

I hereby certify that this land surveying document was prepared 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.

**NOT FOR RECORDING**

Wendell W. Folkerts, P.E. & L.S.      Registration No. 6366



Date: \_\_\_\_\_  
My registration renewal date is December 31, 2023.  
Pages covered by this certification, Page 1 and 2

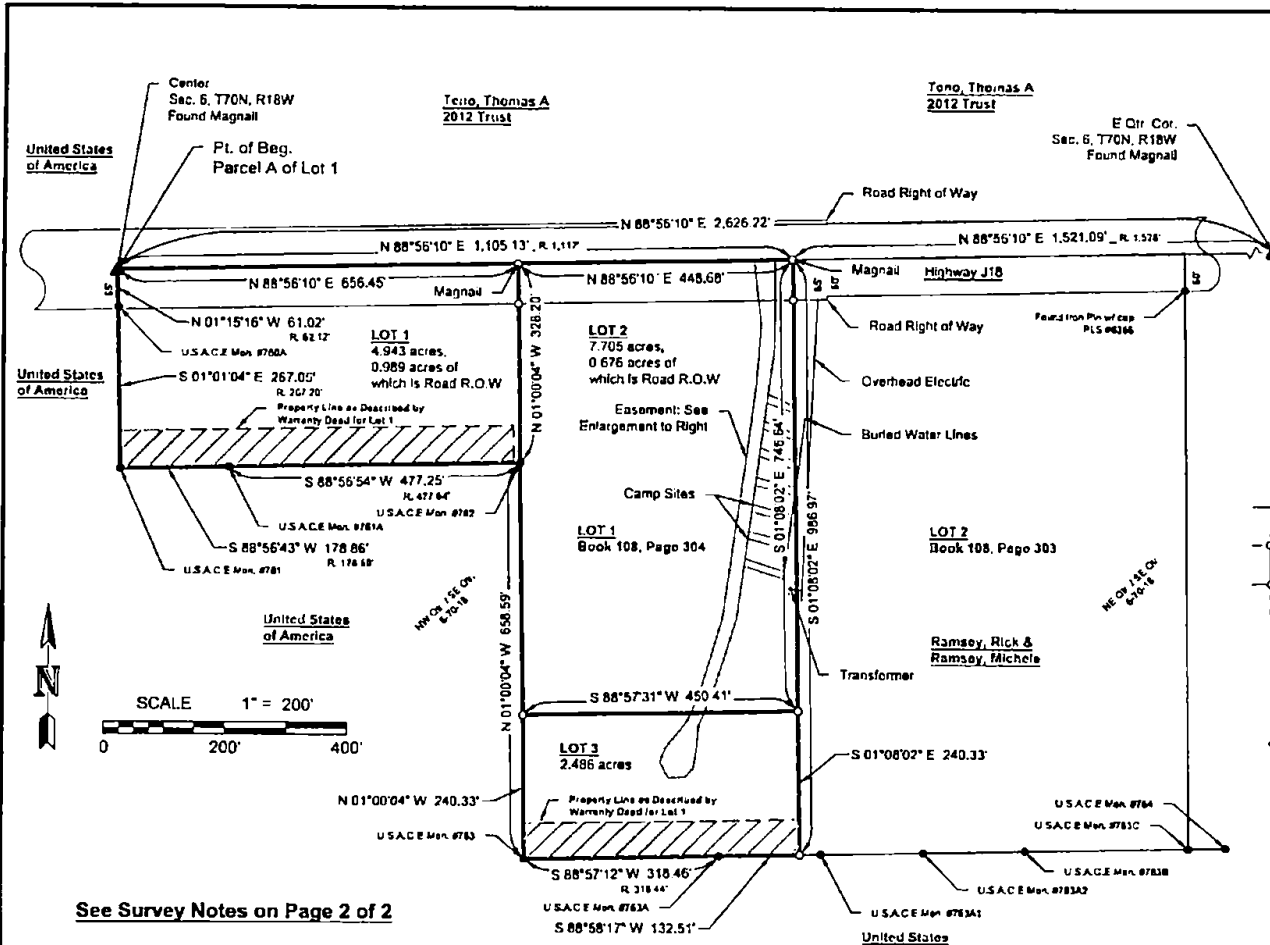
Scale: 1" = 200'  
Location: Appanoose County, IA  
Page: 1 of 2  
Date: 1/24/22  
Project No.: LS-2204  
Drawn By: D. Schofield



**INDEX LEGEND**

Property Location:	NW Q1/4 SE Q4 Sec. 6, T70N, R18W Appanoose County, Iowa
Surveyor:	Wendell W. Folkerts, P.E. and P.L.S.
Return Document to:	BAT Engineering Services P.O. Box 825, Centerville, IA 52544
Survey Requested by:	Tanner Voss
Proprietor:	Voss, Tanner & Voss, Co. C
Survey Date:	1/24/2022

B & T ENGINEERING SERVICES, INC., P.O. Box 825 Centerville, IA 52544 (641) 437-4478



See Survey Notes on Page 2 of 2

**LAZY DAYS SUBDIVISION**  
IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER  
OF SECTION 6, TOWNSHIP 70 NORTH, RANGE 18 WEST

<b>Survey Notes</b>
Basis for Bearing is Iowa Regional Coordinate System, Zone 12
<b>MONUMENT LEGEND</b>
▲ Found Monument as Noted at U.S.P.L.S. Corner
△ Set by 2nd or 3rd or 4th U.S.P.L.S. Corner
○ Found Monument as noted
● Set by 2nd or 3rd or 4th U.S.P.L.S. Corner

**FINAL SUBDIVISION PLAT**

I hereby certify that this land surveying document was prepared 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.

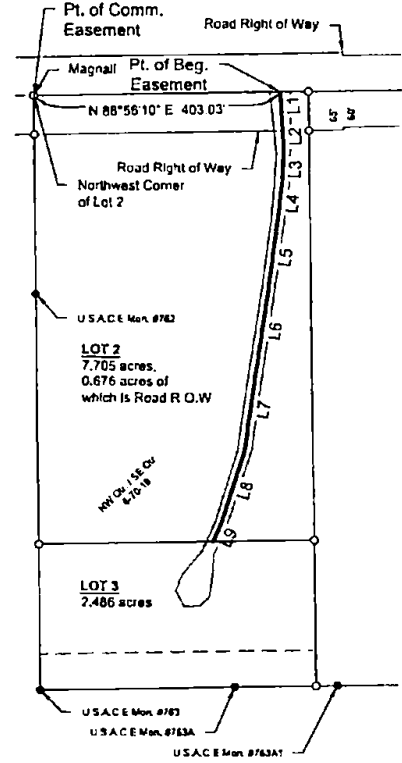
**NOT FOR RECORDING**

Wendell W. Folkerts, P.E. & L.S. Registration No. 6366



Date: \_\_\_\_\_  
My registration renewal date is December 31, 2023.  
Pages covered by this certification: Page 1 and 2

Line #	Length	Direction
L1	49.84'	S 03°26'30" E
L2	52.17'	S 03°29'06" E
L3	52.50'	S 02°21'46" W
L4	56.08'	S 06°13'16" W
L5	121.01'	S 07°25'09" W
L6	126.02'	S 07°42'31" W
L7	141.47'	S 07°34'25" W
L8	129.43'	S 17°08'45" W
L9	32.56'	S 23°38'07" W



**EASEMENT**