

MARSHALLTOWN

— I O W A —

BOARD OF ADJUSTMENT

Notice of Public Meeting

Tuesday, October 15, 2019 at 5:00 PM

Marshalltown City Council Chambers
10 W. State Street, Marshalltown, IA 50158

1. Call To Order & Roll Call

Danielson
Engle
Schulze
Thurston
Wenner

2. Meeting Minutes From 08/20/2019

Documents:

[BOARD OF ADJUSTMENT MIN 082019.PDF](#)

3. Review And Approval Of Board Of Adjustment Rules Of Procedure

Draft copy available as of 10/8/19 - Final version will be presented 10/15/19

Documents:

[BOARD OF ADJUSTMENT_RULES OF PROCEDURE_101519.PDF](#)

4. PUBLIC HEARING: Home Occupation Special Use Permit Request - 1314 W. Main Street - Jessica Quick

Public Hearing: Written or verbal comments may be presented to the Board during the public hearing. Please state your name and address for the record and keep comments brief and limit repetitive comments so all may have a chance to speak.

Documents:

[101519_1314 W MAIN ST_MEMO.PDF](#)
[1314 W MAIN_APPLICATION.PDF](#)

5. PUBLIC HEARING: Variance Request - 1720 S. Center St - Amerco Realestate - U-HAUL

Public Hearing: Written or verbal comments may be presented to the Board during the public hearing. Please state your name and address for the record and keep comments brief and limit repetitive comments so all may have a chance to speak.

Documents:

[101519_1720 S CENTER ST_MEMO.PDF](#)
[1720 S CENTER ST_APPLICATION_VAR_UHAUL.PDF](#)
[1720 S CENTER ST_APPLICATION_VAR_UHAUL_SITE PLANS.PDF](#)

November 19, 2019
December 17, 2019

Board of Adjustment

Meeting Minutes from August 20, 2019

Meeting was called to order at 5:00 PM in the City Council Chambers at 10 W. State Street

1) Roll Call:

Present: Engle, Thurston and Wenner

Absent: Danielson and Schulze

2) PUBLIC HEARING: Special Use Permit Request from Child Abuse Prevention Services, Inc. for the property at 306 S. 17th Avenue

Spohnheimer presented that the property is currently in an R-5, High Density Residential which allows for offices as a special use. Most recently the building has been used for professional services. Since the property is changing hands the permit is being applied for under CAPS. The Plan Zoning Commission met and recommended approval of the application with no conditions.

Julie Hitchens, Board President of CAPS was present to present the application for a Special Use permit to allow operation of CAPS offices. CAPS is purchasing the building. The offices will operate generally from 8 AM - 4:30 PM. The majority of the services provided are conducted in the school or in the home with limited services on site. Monthly board meetings are held in the office.

Wenner moved to approve the Special Use Permit request from Child Abuse Prevention Services for the property at 306 S. 17th Avenue for office space usage. Second by Engle.

Roll Call - Aye: Engle, Thurston and Wenner Absent: Danielson and Schulze

Motion Carried.

With no further business, the meeting adjourned.

Meeting minutes prepared by,

Michelle Spohnheimer

Housing & Community Development Director

DRAFT - 10/08/2019

**Board of Adjustment
Marshalltown, Iowa**

STANDING RULES OF PROCEDURE

**Board of Adjustment
Marshalltown, Iowa**

SECTION 1. GENERAL PROVISIONS

- 1.1 These rules, authorized pursuant to the provisions of City Code §156.621(D) and Iowa Code §414.9, are supplementary to the provisions of the City Code and laws of the State of Iowa as they relate to procedures of the Board of Adjustment.
- 1.2 No member of the Board shall vote on or participate in the discussion of any matter in which said member has a direct financial interest. The member shall declare his or her financial interest and disqualify him or herself from considering the matter prior to any discussion of the matter by the Board.
- 1.3 Ex parte communications regarding any matter presently before the Board or scheduled to come before the Board are strictly prohibited.
- 1.4 The most recent edition of Robert's Rules of Order shall govern procedures of the Board in all cases not provided for in these Rules, the City Code, or the laws of the State of Iowa.

SECTION 2. OFFICERS

- 2.1 The Board shall elect a Chairperson and Vice-Chairperson annually at the Board's first regular meeting in November.
- 2.2 All appeals, applications, notices, and other papers shall be filed with the Zoning Administrator or the Zoning Administrator's designee.
- 2.3 The Chairperson shall preside at all meetings and hearings of the Board and decide all points of procedure. In the event of the absence or disability of the Chairperson, the Vice-Chairperson shall preside.
- 2.4 The Zoning Administrator, or the Zoning Administrator's designee, shall serve as secretary of the Board and in this capacity shall conduct all correspondence of the Board; prepare and send all notices required of the Board; attend all meetings and hearings of the Board; review all applications for variances and special use permits for completeness and compliance with relevant requirements; keep minutes of Board proceedings; and compile all required records, maintain files and indexes, and generally conduct all clerical work of the Board.

SECTION 3. MEETINGS

- 3.1 Regular meetings of the Board of Adjustment shall be held at 5:00 p.m. on the third Tuesday of each month. Whenever such a Tuesday shall fall on a legal holiday, the Board shall meet at 5:00 p.m. the following Tuesday. Special meetings may be called by the Chairperson, or at the request of three members of the Board.

- 3.2 A quorum shall consist of three members.
- 3.3 The Zoning Administrator shall notify the Chairperson in the event projected absences will result in lack of a quorum. The notice should be given, if possible, at least twenty-four (24) hours prior to the meeting.
- 3.4 The general order of business shall be as follows, provided it may be changed at the discretion of the Chairperson:
- a) Commission business (roll call, determine quorum, excuse members (if requested), approve minutes, set or amend agenda, elect officers, etc.);
 - b) Introductory statement;
 - c) Public hearings;
 - d) Future business items;
 - e) Adjournment.

SECTION 4. DECISION-MAKING

- 4.1 The concurring vote of three (3) members shall be necessary to reverse any order, requirement, decision, or determination of an administrative official in the enforcement of the City's Zoning Ordinance; to decide special exemptions in favor of the applicant on any matter upon which it is required to pass under the City's Zoning Ordinance; or to effect a variance from the terms of the City's Zoning Ordinance.
- 4.2 Roll call votes shall be taken on all items requiring a public hearing.
- 4.3 All members of the Board, including the Chairperson, shall cast a vote upon each matter before the Board unless a member abstains because of a conflict of interest or missed discussion of the item due to tardiness.

SECTION 5. MINUTES

- 5.1 The Zoning Administrator, or Zoning Administrator's designee, shall keep the minutes up to date.
- 5.2 The minutes shall contain the name of the appellant or applicant; a short description of the premises by street number or otherwise; and the nature of the application and its final disposition. It shall also contain the resolution relating to each case acted on, together with a vote of each member of the Board, together with all other actions of the Board.
- 5.3 The minutes of a meeting shall be considered for approval by the Board at the next regularly scheduled meeting, if possible. Copies of said minutes shall be sent to the Board prior to the meeting at which they are to be approved.

SECTION 6. THE DOCKET AND CALENDAR

- 6.1 Each appeal or application filed in proper form with required data shall be numbered in the order in which the same is filed and docketed and placed upon the Board's calendar by the Zoning Administrator, or the Zoning Administrator's designee. Docket numbers shall begin anew on January 1st of each year.
- 6.2 Appeals and applications shall be heard in the order in which they appear on the calendar, except that an appeal or an application may be advanced for hearing by order of the Board upon good cause shown. Where all appeals or applications cannot be disposed of on the date set, the Board may adjourn from day to day, or until the next regular meeting, as it may determine.
- 6.3 Applications for appeals taken by any person or by any officer, department, board, or bureau of the municipality affected by any decision of an administrative official in the enforcement of the City's Zoning Ordinance must be filed within twenty (20) days of the decision appealed from. Applications for appeals received after twenty (20) days of the decision appealed from shall not be considered by the Board.

SECTION 7. FORMS

- 7.1 Forms for appeals, applications, and other forms required by the Board, shall be kept with the Zoning Administrator and shall be properly filled out by the applicant in order to receive consideration by the Board.

SECTION 8. HEARINGS

- 8.1 Hearings shall be held by the Board of Adjustment in the Council Chambers at City Hall and shall be open to the public.
- 8.2 A quorum for hearings by the Board shall consist of three (3) members.
- 8.3 Hearings may be recessed provided that the time and place for the resumption of the hearing is announced before the recess of the hearing. A recess shall be limited to a duration of seven (7) days or less.
- 8.4 The applicant or appellant may appear on his/her own behalf or be represented by legal counsel at any hearing. Should the applicant or appellant fail to appear for hearing the Board shall proceed and act upon the evidence before it.
- 8.5 These procedures shall govern the conduct of all public hearings. The Chairperson shall make the following announcement at the opening of public hearings:

"The Board of Adjustment meeting is now in session. You are asked to observe the following rules so that the hearing can proceed in an orderly manner and so that everyone who wishes to speak may have that opportunity.

- a) If you wish to speak, come to the microphone and give your name and address prior to making any comments.
- b) Be as factual as possible and address all statements and questions to the Chairperson.
- c) Refrain from repeating what has already been said by others.
- d) Avoid personal attacks on others.
- e) Submit all written statements or petitions to the Chairperson prior to the close of the hearing.
- f) The sequence of events shall be as follows:
 - (1) Summary presentation by staff;
 - (2) Presentation by proponents of proposal
 - (3) Presentation by opponents of proposal;
 - (4) Applicant's opportunity to make additional comments;
 - (5) The Board members may ask questions at any time
- g) After the Chairperson closes the public hearing, the Board may discuss the matter before taking action. The Board may defer any action for a period as provided by law.
- h) The Board reserves the right to call any witness and to swear, under oath, any oral or written statements made by anyone.
- i) The public hearing regarding Docket No. _____ is now in session."

SECTION 9. FINAL DISPOSITION OF APPEALS

- 9.1 Final disposition of any appeal from a decision of an administrative official in the enforcement of the City's Zoning Code shall be in the form of a resolution and shall reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from or make such order, requirement, decision, or determination as ought to be made. To that end the Board shall have all the powers of the officer against whom the appeal is taken.

SECTION 10. FINAL DISPOSITION OF APPLICATIONS FOR VARIANCES AND SPECIAL USE PERMITS

- 10.1 Final disposition of any application for a variance or special use permit shall be in the form of a resolution. Said resolution shall set forth that the application is granted with or without conditions or is denied. Said resolution shall include findings of fact setting forth the reason(s) for approval or denial.
- 10.2 Any applicant for a variance or special use permit may withdraw his/her application at any time prior to the decision of the Board.

SECTION 11. REHEARINGS

- 11.1 No rehearing of any decision by the Board shall be heard except on motion by a member of the Board to reconsider the vote, made not later than the first meeting succeeding the meeting at which the resolution was acted on, carried by not less than three (3) affirmative votes.
- 11.2 No motion for a rehearing shall be entertained unless new evidence is submitted which could not reasonably have been presented at the meeting at which the rehearing originally took place.
- 11.3 If a rehearing is granted, the case shall be put on the calendar for a rehearing and proper notice given as in the case of an original hearing.

SECTION 12. AMENDMENTS

- 12.1 These rules may be amended or modified by an affirmative vote of not less than three (3) members of the Board.

MARSHALLTOWN

I O W A

TO: Board of Adjustment

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: October 15, 2019 – Meeting Date

HOME OCCUPATION SPECIAL USE PERMIT request for 1314 W. Main Street – Jessica Quick

The Home Occupation Special Use Permit request has been submitted to allow the operation of a dog grooming home business. This is neither a permitted nor a prohibited home occupation, which is why it is before the Board.

The property is being purchased on contract by Jessica & Mike Quick from Robert Hessenius.

Zone:	R-3, Medium Density Residential
Use:	Home Occupation
Comprehensive Plan:	Low Density Residential

§ 156.025 HOME OCCUPATIONS.

(A) *Statement of intent.* This section is intended to protect residential districts from potential adverse impacts of certain home occupation activities (described below); to permit residents of the community a broad choice in the use of their homes as a place of livelihood in the production or supplementing of personal/family income; to restrict incompatible uses; to establish criteria and develop standards for the use of residential structures or dwelling units for home occupations; it is not the intent to eliminate certain home-based businesses and occupations which may be compatible with residential areas.

(B) *Criteria.*

(1) *No exterior display.* In connection with which, there is no display that will indicate from the exterior that the building is being utilized in part for any purpose other than that of a dwelling, with the exception of division (B)(4) below.

(2) *Residential design features.* The building shall include no features of design not customary for residential use.

(3) *Residential character.* The building or premises occupied shall not be rendered objectionable or detrimental to the residential character of the neighborhood due to exterior appearance or by the emission of dust, gas, noise, odor or smoke, or in any other way.

(4) *Signs.* Any sign utilized by a home occupation in an R district shall be limited to one building mounted sign which shall not exceed one square foot in area.

(5) *Equipment.* Any merchandise or stock in trade sold, repaired or displayed shall be stored entirely within the residential structure or in an accessory building.

(6) *Employment.* On-site employees must be members of the immediate family residing on the premises. Additional employees may be permitted as required by law or may be permitted through the special use permit process by the Board of Adjustment.

(7) *Traffic and parking.* Traffic generated by the home occupation shall not be objectionable to the neighboring residents. Off-street parking shall be adequate to accommodate the parking demand generated by the home occupation.

(8) *Modifications, additions.* Structural modifications or additions to the residence for the expansion of a home occupation are prohibited.

(9) *Non-compliance.* Any home-occupation which does not abide by the terms of this section shall be punishable under § [156.999](#) of this chapter.

(F) *Other home occupations.* Any home occupation which is not considered “permitted” or “prohibited” shall use and abide by the special use process as described in this chapter with the exception of a review by the Plan and Zoning Commission. A special fee for a home occupation special use permit shall be set by resolution. The Board of Adjustment shall review the home occupation in regards to the criteria listed in division (B) above. The Board shall take into account concerns by neighbors and the possible negative impacts to the residential character of the neighborhood. The Board may place any restrictions on the home occupation and the Board shall be critical when evaluating requests for additional employees.

§ 90.035 KENNELS AND BREEDING DOGS.

Dog kennels and the breeding or raising of dogs is prohibited; except that, not more than three dogs over six months may be kept per residence.

Public Comments Received: The City has not received any formal comments in writing at this point but we have received several calls some expressing concerns or having additional questions related to the application:

- According to the Department of Human Services there is a current home day care operating and concern was expressed about allowing a secondary business.
- Concerns regarding additional traffic in the area with drop off and pickups during school times.
- Concern that the owner already has several dogs on site.

Callers are encouraged to submit comments formally in writing or in person during the hearing.

The applicant did provide comment to me regarding these concerns as follows.

- The grooming will be done evenings and weekends until I decide to stop doing daycare so the traffic will not affect the school.
- We have 4 dogs one of which is my sons who I am watching till he gets a place where he can have a dog. They are not on the side of the home where the grooming will take place nor will they interact with my dogs.

Recommendation: The Board of Adjustment may consider the request based on the stated criteria above and may choose to place conditions on the application as determined to be necessary if approved.

 the City of
Marshalltown
BOARD OF ADJUSTMENT

Special Use & Home Occupation Special Use Permit Application

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742

All items listed must be submitted with this application:



A site plan, drawn in ink to scale. This site plan shall not be larger than 11" X 17."



Any other applicable drawings or diagrams. Home Occupation Special use permits must submit a floor plan diagram.



Application fee. A \$300 fee is required for a special use request (\$50 for a Home Occupation Special Use request). Make check payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Housing Department.



Legal description of the property. The property owner should have a copy of the legal description of the property. *Please note that the tax description on the Marshall County assessor's webpage is NOT the legal description.* The legal description is listed on the property's abstract or owners may obtain a copy of the recorded deed from the Marshall County Recorder's Office for a fee.

It is the burden of the applicant to provide sufficient facts with this application and at the Board of Adjustment meeting to support a finding that all the standards for approval have been met. For all special use requests, with the exception of a Home Occupation Special Use request, the Plan & Zoning Commission shall first review the proposal and make a recommendation to the Board of Adjustment.

Attendance at all meetings is required.

Please type or print legibly in ink.

Property Address: 1314 W. Main St. Marshalltown, IA. 50158

Owner: Jessica Quick

Mailing Address: 1314 W. Main St. Marshalltown, IA. 50158

Phone: 641-750-5259

Email: jquickow@gmail.com

Owner's Agent (if applicable):

Agent Address:

Agent Phone:

Agent Email:

The board will use this information to review your request. Please attach any additional supporting information. If you have any questions, please contact the Zoning Department at 754-5756.

Please describe the request and what justification there is for the proposal. Attach additional pages if necessary. If applicable, please provide a description of the business or use, discuss any signage to be used, and parking issues.

Owner/Agent Signature:

Date:

Jessica Quick
8/6/14

Home Occupation Registration Form

City of Marshalltown, 24 North Center Street, Marshalltown, IA 50158

Phone: 641-754-5756; Fax: 641-754-5742

This form must be complete or the application cannot be accepted.

Applicant Name: <u>Jessica Quick</u>	Business Name: <u>Marshalltown Doggy Styling Doggy Stylin</u>
Address: <u>1314 W. Main St. Marshalltown, Iowa</u>	
Phone: <u>641-750-5259</u>	Fax:

Please describe your home occupation (attach additional information if necessary).

Dog Grooming which would include bathing, grooming, nail trimming and other grooming needs.

Please check the appropriate category for your home occupation:

- | | |
|--|---|
| ☐ Office facilities for accountant, architect, engineer, lawyer, clergyman, or other similar professional occupations.
☐ Office facilities for telecommuters, salesmen, sales representatives, manufacturer's representatives, and other similar trades or occupations
☐ Home sewing or tailoring.
☐ Studio for an artist, photographer, writer, or composer. | ☐ Telephone answering.
☐ Catering, home-cooking and preserving for the purpose of selling the product.
☐ Tutoring or giving lessons, limited to four students simultaneously.
☐ Day care homes.
(List the number of permitted Children: _____)
☒ None of the above, Special Use permit required.
☐ None of the above, use "grandfathered". |
|--|---|

The following home occupations are prohibited: Animal hospitals, private clubs, restaurants, stables and kennels, automobile repair or auto body shops (More than 2 vehicles per year which are not registered at the residence and are rebuilt, repaired, or reconstructed shall constitute an automobile repair or auto body shop), automobile paint shops, any occupation which is considered illegal by law, and any use which does not meet the Home occupation regulations.

Home Occupation Regulations

- a) **Appearance.** That in connection with which there is no display that will indicate from the exterior that the building is being utilized in part for any purpose other than that of a dwelling, with the exception of one home occupation sign defined in section c) below.

Initial that you understand this appearance requirement: JQ

- b) **Design.** That the building shall include no features of design not customary for residential use; That the building or premises occupied shall not be rendered objectionable or detrimental to the residential character of the neighborhood due to exterior appearance or by the emission of dust, gas, noise, odor, or smoke, or in any other way.

Initial that you understand this design requirement: JQ

- c) **Signs.** Any sign utilized by a home occupation in an "R" (residential zoning) district shall be limited to one building mounted sign which shall not exceed one square foot in area.

Attach a photo or drawing of the home occupation sign to be used showing all dimensions and where it will be mounted. Initial that you understand this design requirement: JA

- d) **Equipment.** Any merchandise or stock in trade sold, repaired or displayed shall be stored entirely within the residential structure or in an accessory building.

Are any dangerous materials stored? _____ Yes X No

If yes, please list the materials: _____

- e) **Employment.** On-site employees must be members of the immediate family residing on the premises. Additional employees may be permitted as required by law or may be permitted through the Home Occupation Special Use Permit process by the Board of Adjustment.

How many people are employed? 1

How many employees are not members of

the immediate family residing on the premises? _____

List all employees: Jessica Quick

- f) **Traffic and Parking.** Traffic generated by the home occupation shall not be objectionable to the neighboring residents. Off-street parking shall be adequate to accommodate the parking demand generated by the home occupation.

How many visits per day are made to your business? 2-8

How many parking spaces are available? 4

- g) **Structural modifications.** Structural modifications or additions to the residence for the expansion of a home occupation is prohibited.

Initial that you understand this requirement: JA

- h) **Non-compliance.** Any home-occupation which does not abide by the terms of this section shall be punishable under the Violation and Penalty section of the zoning ordinance. Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or who resists the enforcement of any of the provisions of this Ordinance shall, upon conviction, be fined not more than one hundred (\$100.00) dollars for each offense. After a written notice of such violation, each day that the violation is permitted to exist beyond the expiration of the time designated on said notice, shall constitute a separate offense.

- Please read the attached Section 10-Home Occupations excerpt from the Zoning Ordinance.
- Please attach a photo of the residence and site map showing parking.
- This home occupation permit does NOT continue with the land and is NOT transferable.
- Any changes to the operation of the home occupation requires a re-registration.

Agreement: I hereby state I have received, have read and understand the terms of the home occupation section of the Zoning Ordinance of 1998. I agree to comply with the ordinance.

Signature of applicant: Jessica Quick

Date: 9/10/19

- ☐ Home Occupation permitted
- ☐ Home Occupation grandfathered (Legal non-conforming)
- ☐ Special Use permit granted on _____

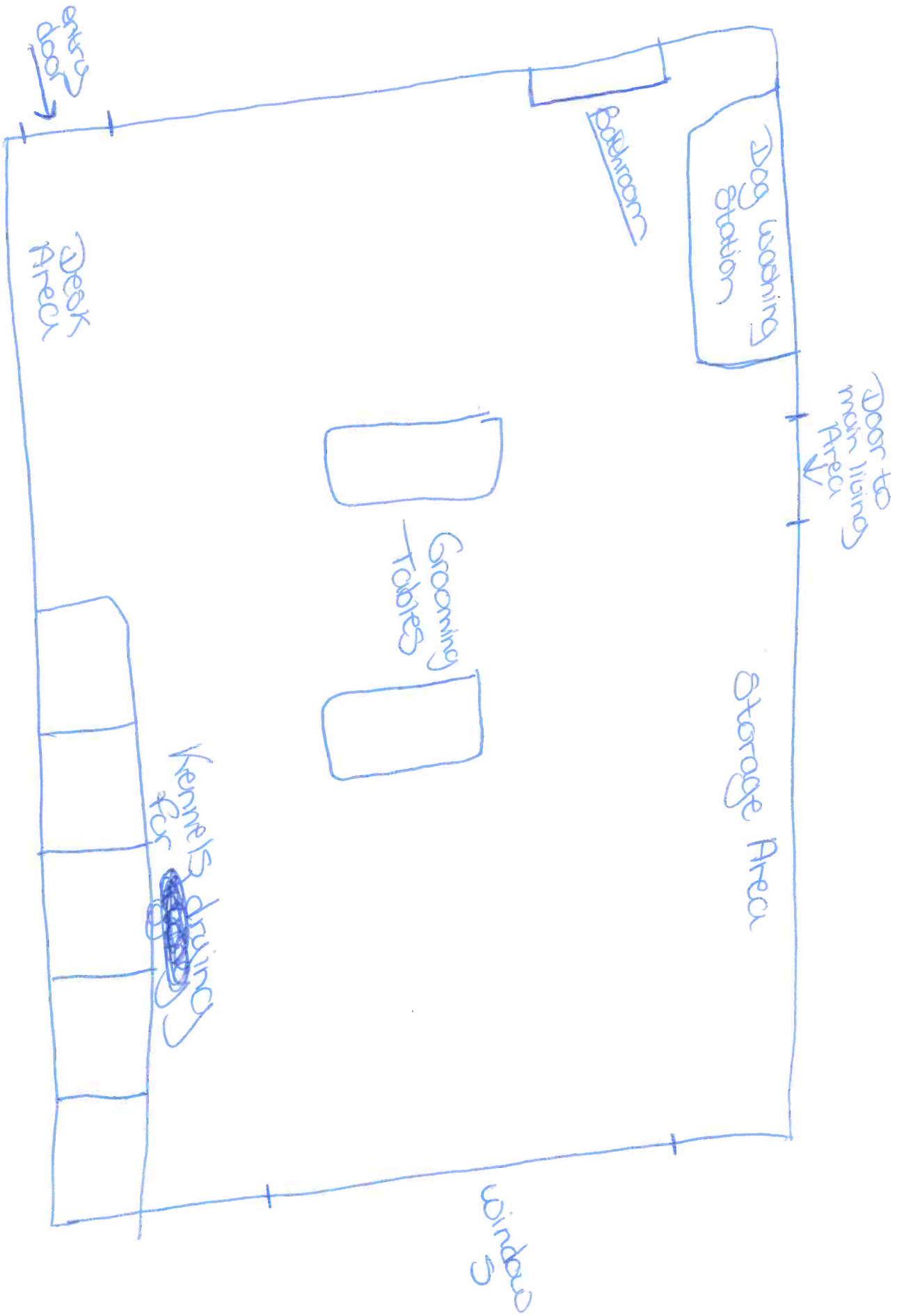
Zoning Officer, City of Marshalltown

Date

I will be using an area of my home for dog grooming. I will not be Kenneling or Boarding dogs. The Kenels would be for drying purposes and waiting for owners to pick up.

My driveway can fit 4 cars and during non school hours there is room on the street for parking.

I would like to have a little sign that can sit on my front porch.





REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Robert D. Hessenius

("Sellers"); and

Mike Quick and Jessica Quick

("Buyers").

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

The West Sixty Feet of Lot Two of Three of the Subdivision of the Northeast Quarter of the Northwest Quarter of Section Thirty-four, Township Eighty-four North, Range Eighteen West of the Fifth P.M., Marshall County, Iowa, except the South 101.75 Feet thereof.

Subject to easements, restrictions, covenants, ordinances and limited access provisions of record.

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 Eighty-Five Thousand and 0/100

Dollars (\$ 85,000.00) of which

One Thousand and 0/100

Dollars (\$ 1,000.00) has been paid. Buyers shall pay the balance to Sellers at 1721 Country Club Lane, Marshalltown, Iowa 50158

or as directed by Sellers, as follows:

Balance of purchase price of \$84,00.00 shall be paid as follows: \$616.58 per month on or before the 1st day of January 2010 and on or before the 1st day of each month thereafter, until all sums due under this contract are paid in full, including interest on the unpaid balance thereof at a rate of 8% per annum payable monthly from date of possession until fully paid; said payments to be applied first to the interest, then unpaid and next upon the balance of the principal. Buyers shall on said dates for payment each month, in addition to the monthly payments, pay one-twelfth of the annual taxes and annual special assessments to Sellers, currently \$141.17, as a trust fund, in the amounts reasonably calculated by Sellers, for the timely payment of such items by Sellers, and as from time to time may change.

2. **INTEREST.** Buyers shall pay interest from December 1, 2009 on the unpaid balance, at the rate of 8 percent per annum, payable monthly. Buyers shall also pay interest at the rate of 8 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 Prorated to date of possession.

and 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 or All other special assessments shall be paid by Buyers.

5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on December 1, 2009, provided Buyers are not in default under this contract. Closing shall be on December 1, 2009.

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.)

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 Sellers 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: 11/30/09

Mike Quick
Mike Quick

BUYERS

Dated: 11/30/09

Jessica Quick
Jessica Quick

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.

*A \$20.00 late fee will be applied after the 10th of each month to all late payments.

*Buyers shall maintain insurance on the subject property described herein consistent with Paragraph 6 above in increments providing no less than one (1) year coverage.

Robert D. Hessenius
Robert D. Hessenius

SELLERS

Mike Quick
Mike Quick

Jessica Quick
Jessica Quick

BUYERS

STATE OF IOWA, COUNTY OF MARSHALL

This instrument was acknowledged before me on November 25, 2009, by,

Hessenius

Robert D.

Marguarite Hernandez
Notary Public



INDIVIDUAL NOTARY

STATE OF IOWA, COUNTY OF MARSHALL

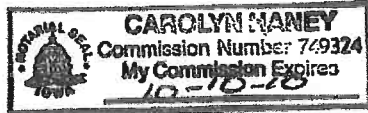
The instrument was acknowledged before me on Dec. 28, 2009 by Mike Quick



Carolyn Haney
Notary Public

STATE OF IOWA, COUNTY OF MARSHALL

The instrument was acknowledged before me on 11-30-09, by Jessica Quick



Carolyn Haney
Notary Public

CORPORATE NOTARY

STATE OF _____, COUNTY OF _____

The instrument was acknowledged before me on _____
by _____
as _____
of _____

, Notary Public

STATE OF _____, COUNTY OF _____

The instrument was acknowledged before me on _____
by _____
as _____
of _____

, Notary Public

MARSHALLTOWN

IOWA

TO: Board of Adjustment

FROM: Michelle Spohnheimer, Housing & Community Development Director 

DATE: October 15, 2019 – Meeting Date

VARIANCE request for 1720 S. Center St. – Amerco Realestate – U-HAUL

A Variance request has been submitted to allow for additional freestanding sign in the RC Regional Commercial District, which exceeds the allowable amounts.

Zone:	RC, Regional Commercial
Use:	U-HAUL – Personal Storage Rental
Comprehensive Plan:	Mixed Use

Signs

Freestanding Signs

District	Max. # per Lot	Max. Height	Max. Area	Min. Setback**	Spacing***	Min. Distance from R District
RC	(a)	Arterial: 30 feet Others: 25 feet Monument: 10 feet	(a)	0'	50'	30'

a) Regional Commercial District.

1. *Major sign.* One freestanding sign of not more than 300 square feet and not exceeding 30 feet in height shall be permitted on that side of the RC Regional Commercial District that fronts on a major thoroughfare and is considered the main entrance, for the express purpose of identifying the shopping center and the business establishments included therein.
2. *Secondary sign.* One additional freestanding sign shall be permitted on a secondary frontage of the RC Regional Commercial District. If the property adjacent or across the street from the secondary frontage is a residential district, the secondary sign shall conform to the CC Community Commercial District regulations.
3. *Monument sign.* One additional monument sign shall be permitted in the RC Regional Commercial District on any street frontage. Such signs shall not exceed 48 square feet in area and 10 feet in height.
4. *Out lot sign.* One freestanding sign shall be permitted on any out lot in the RC Regional Commercial District. Such sign shall comply with the requirements of the CC Community Commercial District regulations.

Board of Adjustment

§ 156.622 JURISDICTION.

(C) *Variations.* To grant a variation in the following instances.

(1) In the yard requirements of any district where there are unusual or practical difficulties or unnecessary hardships in the carrying out of these provisions due to an irregular shape of the lot, topographical or other conditions provided, such variations will not seriously affect any adjoining property or the general welfare.

(2) In the determination that a strict application of the terms of this chapter relating to the construction, or alterations of building or other structures, or use of land will impose upon the property owner unusual and practical difficulties or particular hardship.

(3) The following are variance review guidelines.

(a) A variance is not the appropriate remedy for a general condition.

- (b) Self-inflicted hardships are not grounds for a variance.
 - (c) Personal hardships are not grounds for a variance. The hardship must relate to the physical character of the property.
 - (d) Economic conditions are not grounds for a variance (solely).
 - (e) Hardships must be severe. A variation from the strict application of the terms of this chapter shall be in harmony with its general purpose and intent, and the Board shall be satisfied that a granting of such variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship.
 - (f) If granted, variance must not adversely affect the neighborhood.
 - (g) All applicants must be treated fairly.
 - (h) Substantial justice will be done with the grant of the variance.
- (4) In granting any variance, the Board may prescribe appropriate conditions and safeguards in conformity with this chapter. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

Recommendation: The Board of Adjustment may consider the request based on the stated criteria above. The City did review the information to determine if this parcel would be considered an out lot as described in the ordinance and it was determined that it would not be an out lot.

The attached Variance Fact Sheet from ISU Extension is included for reference from the recent board training.

It is recommended that motions be made in the affirmative and specifically state the unnecessary hardship proven by the property owner.

Variances

The board of adjustment has the power to:

Authorize upon appeal in specific cases such **variance** from the terms of the ordinance as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship, and so that the spirit of the ordinance shall be observed and substantial justice done. Iowa Code §§ 335.15 (counties) and 414.12 (cities).

A variance is an authorization to allow a landowner to do something that is generally forbidden by the ordinance. In order to be granted a variance, the applicant carries the burden of proving to the board that strict enforcement of the terms of the ordinance will inflict an unnecessary hardship on the landowner. Iowa courts have set out specific criteria that must be satisfied before the zoning board of adjustment may find that an unnecessary hardship exists, sufficient to grant a landowner a variance. The landowner must satisfy all three parts of the test to be granted a variance:

1. The land in question cannot yield reasonable return if used only for purpose allowed in that zone,
2. The plight of the landowner is due to unique circumstances and not to general conditions in neighborhood, and
3. The use to be authorized by variance will not alter essential character of locality.

The Iowa courts have established several guidelines for assessing whether the above-listed criteria have been met:

- Lack of a “reasonable return” may be shown by proof that the owner has been deprived of all beneficial use of his land. All beneficial use is said to have been lost where the land is not suitable for any use permitted by the zoning ordinance.
 - It is not sufficient to show that the value of land merely has been depreciated by the zoning regulations, or that a variance would permit a landowner to maintain a more profitable use.
 - It is not sufficient to show mere inconvenience to the applicant.
- Problems common to several properties do not constitute “unique circumstances.” The appropriate response is through a zoning amendment, not wholesale application of the discretionary power of the board of adjustment.
- The “unique circumstances” must not be created by the landowner's own actions. For example, a landowner cannot build a house to fill the building envelope of a lot (i.e., so that the walls are built to the minimum front, side and rear setback lines), then seek a variance to put a porch or deck on that house that will violate a setback.
- When a landowner purchases property he or she assumes the circumstances created by the previous landowner.
- A variance that alters the “essential character of the area” is beyond the authority of the board of adjustment to grant. The board cannot grant a variance that, in effect, constitutes a zoning amendment. Factors to consider in determining whether a variance will alter the “essential character of the neighborhood” include the degree of variation from district regulations, the size of the parcel, and the parcel's size and character in relation to the size of the district.

Remember that a variance should protect a landowner's property right, not grant a landowner a special privilege unavailable to other landowners.

Date Submitted & Fee Paid: 9/25/19 pd.

Hearing Date: 10/1/19

Variance Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742

www.marshalltown-ia.gov

All items listed must be submitted with this application:

Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

☒ **A site plan, drawn in ink and to scale, which clearly shows the variance being sought. This site plan shall not be larger than 11" X 17." And must include:**

- Dimensioned property lines indicating any easements;
- Location & identification of adjacent streets and alleys;
- Location and size of all existing and proposed buildings and structures (include distances to all property lines and distances between buildings and structures.);
- Dimensioned driveways and parking areas; and
- Any other pertinent information necessary to fully understand the need for a variance.

☒ **Site photographs** showing all views of the property, including any special features such as topography and existing and adjacent structures. **Please note:** Materials submitted with the application or presented as evidence during the public hearing will not be returned and must be kept as a part of the public record.

☒ **Completion of all of the following questions included in this application.**

☒ **Legal description of the property.** The property owner should have a copy of the legal description. If not, owners may obtain a copy of the recorded deed, which contains the legal description, from the Marshall County Recorder's Office for a fee.

☒ **Application fee.** A fee of \$150 for owner-occupied residential properties and a fee of \$200 for any other property is required payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Housing Department.

Please type or print legibly in ink.

Property Address:

1720 S. Center St.

Owner:

Amerco Realestate

Mailing Address:

2727 N. Central Ave Phoenix, AZ 85004-1120

Phone:

602-263-6555

Fax:

Email Address:

Randy.Dickson@UHaul.com

Owner's Agent (if applicable):

Randy Dickson

Agent Phone:

515-491-4004

Agent Fax:

All of the following questions must be answered. The board will use this information to review your request. Additional information may be attached if necessary. Contact the Housing & Community Development Director at 641-754-5756 with any questions.

The applicant makes the following request:

To be allowed a sign on our property. We have used the same type of sign since 1965 and it has created brand recognition.

Please state your hardship.

without an advertising sign out front like every other business in Marshalltown the likelihood of having a successful thriving tax generating business will be impossible.

In order to grant a variance, the Board of Adjustment must make a finding of unnecessary hardship. The hardship must be related to the physical aspects of the property and not a personal hardship. The granting of a variance should not merely serve as a convenience to the applicant. To support a finding of unnecessary hardship, the board must find, based upon your evidence, that all of the following are met:

- 1. The land in question cannot yield a reasonable return if used only for a purpose allowed in the district.** State how you will lose all beneficial use and/or enjoyment of the property if the variance is not granted. You may include supporting evidence from a professional appraiser, real estate professional, or other professional. The Board may require documentation of loss of value in order to grant this variance.

No advertising by way of appropriate signage that speaks to the passing public will ruin our business.

- 2. This variance is required because of the unique circumstances of this property and not the general conditions of the neighborhood.** The applicant must show that physical circumstances (such as an odd-shaped lot or difficult topography) on the property are unique to this property and unlike other properties in the vicinity. Also, the hardship should not be self-inflicted.

Re zoning allows for one sign, yet each parcel currently in this particular zone have their own sign. We are requesting the same.

3. **The proposal will not alter the present character of the area or seriously affect any adjoining property.** The applicant must show that the proposal is compatible with the character of the surrounding area.

All businesses in this area have signs, ours will not create a burden on the neighborhood.

4. **The variance will not be in contrary to the public interest.** The applicant must present information to indicate the variance will not impair an adequate supply of light and air to adjacent property, will not unreasonably increase the congestion in public streets or endanger public safety, nor will it devalue nearby property.

See rendering. Sign is tasteful, effective and sends a clear message.

5. **The general intent and purpose of the Zoning Ordinance is protected.** A variance must be consistent with the intent of the Zoning Ordinance and the Comprehensive Plan. Is there another option which you could pursue that would not require a variance? If alternatives exist which do not require a variance, the proposal would not be consistent with the intent of the Zoning Ordinance and Comprehensive Plan.

None that I am aware of.

Additional Comments and Information: *I have contacted the property owner where the current sign is and he said he will not allow us to use the sign since we have our own parcel.*
Attach additional information as necessary.
As evidenced by the signature(s) below, I (we) certify that I (we) have been denied a building/zoning permit, that I (we) have submitted all the required information to appeal for a variance, and that said information is factual.

Owner Signature: 	Date: <i>9-25-19</i>
-OR- Agent Signature:	Date:







MEADOW LANE
MALL

SEA FOOD
CHIMI OR
ENCHILAD













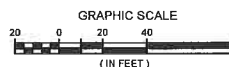


LEGEND

- BOLLARD
- SOIL BORING/MONITORING WELL
- FLAGPOLE
- MAILBOX
- SIGN
- AIR CONDITIONER
- CONTROL BOX
- TRAFFIC SIGNAL
- CABLE PEDESTAL
- POWER POLE
- GUY POLE
- LIGHT POLE
- SPOT/YARD/PEDESTAL LIGHT
- HANDICAPPED PARKING
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- UTILITY VAULT
- GAS VALVE
- GAS METER
- GAS WARNING SIGN
- STORM MANHOLE
- ROUND INLET
- SQUARE INLET
- STORM SEWER END SECTION
- SANITARY MANHOLE
- SANITARY CLEANOUT OR SEPTIC VENT
- SANITARY INTERCEPTOR MANHOLE
- MISCELLANEOUS MANHOLE
- IRRIGATION CONTROL BOX
- WATER VALVE
- HYDRANT
- WATER SERVICE CURB STOP
- WATER MANHOLE
- WELL
- WATER SURFACE
- WETLANDS FLAG
- MARSH
- CONIFEROUS TREE
- DECIDUOUS TREE
- SHRUB
- EDGE OF TREES
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- MARKED GAS MAIN
- MARKED ELECTRIC
- OVERHEAD WIRES
- BUREAU ELEC. SERV.
- MARKED TELEPHONE
- MARKED CABLE TV LINE
- MARKED FIBER OPTIC
- INDICATES EXISTING CONTOUR ELEVATION
- INDICATES EXISTING SPOT ELEVATION

EDGELAND DRIVE

POSSIBLE ENCROACHMENTS:
 A - RETAINING WALL (NORTH SIDE) 1.2' SOUTH
 B - CANOPY (SOUTHWEST SIDE) 2.4' EAST
 C - CONCRETE CURB (WEST SIDE) 1.1' EAST
 D - CONCRETE CURB (WEST SIDE) 0.4' EAST



IOWA ONE CALL TICKET NO: 551900375

THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

(P) INDICATES PIPE SIZES PER RECORD PLANS. OTHER PIPE SIZES ARE ESTIMATED. NO PIPE SIZES SHOULD BE RELIED UPON WITHOUT FURTHER VERIFICATION.

VICINITY MAP - NOT TO SCALE



IOWA HIGHWAY "14"

SOUTH CENTER STREET

197.86' W

211.86' W

128.68' W

128.68' W

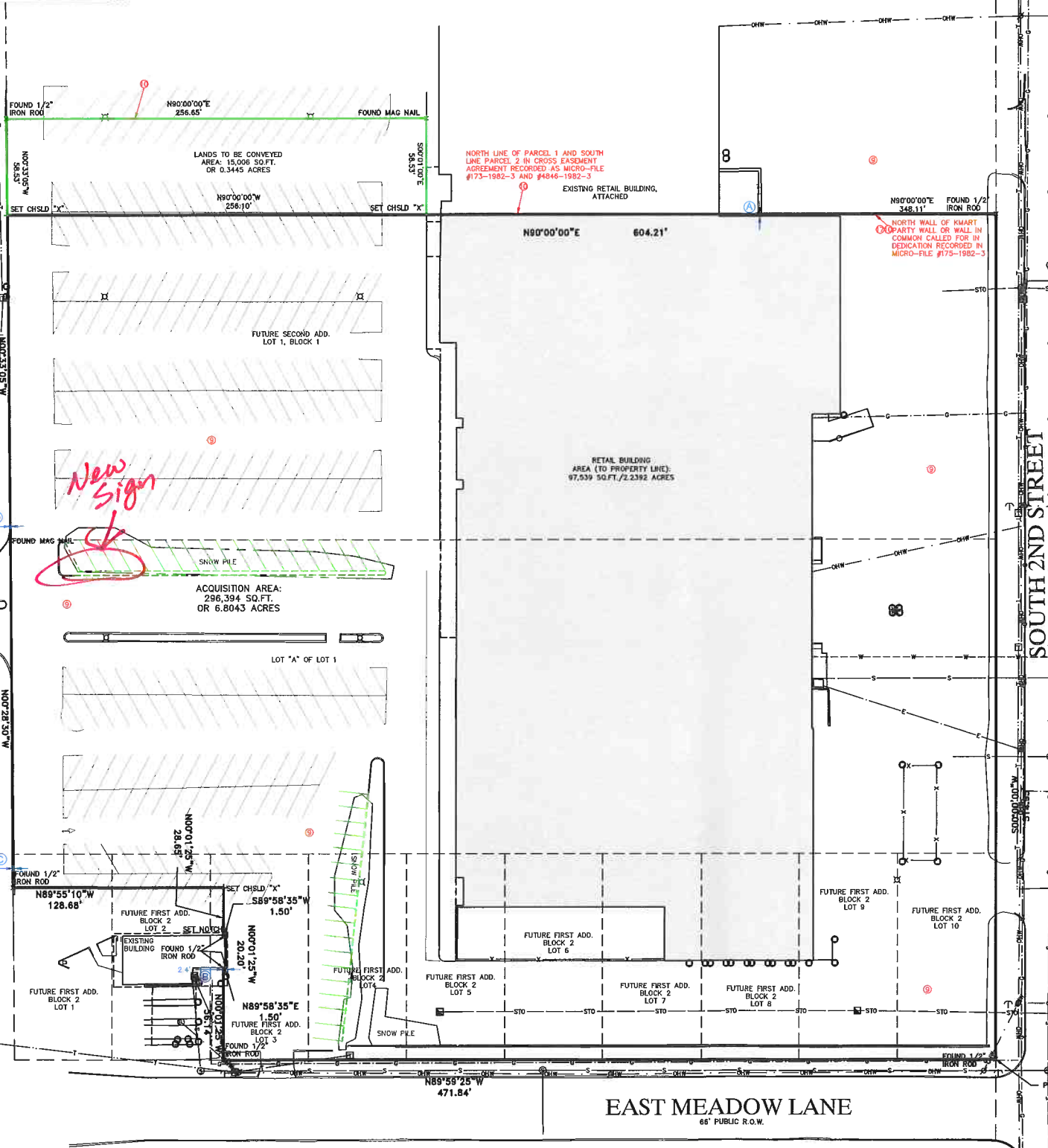
128.68' W

128.68' W

128.68' W

128.68' W

128.68' W



EAST MEADOW LANE

66' PUBLIC R.O.W.

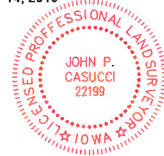
6" WATER MAIN SOUTH OF CURB LINE PER PLAN

To: AMERCO Real Estate Company, a Nevada Corporation, U-HAUL Co. of Iowa and First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 14, 16, 17, 18, 19, 20 and 21 of Table A thereof. The fieldwork was completed on January 25, 2019.

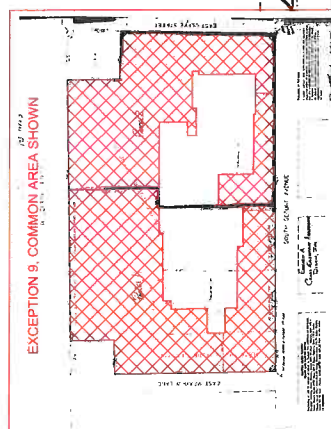
I further certify that this land surveying document was prepared and performed by me under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Date of Plat or Map: February 6, 2019
 Revised February 14, 2019



John P. Casucci

Professional Land Surveyor
 Registration Number 22199
 License Expiration Date: 12/31/2019
 john.casucci@rasmith.com
 Pages covered by this seal, sheets 1 through 3 of 3



ALTA/NSPS LAND TITLE SURVEY RETRACEMENT SURVEY ENTITY NO: 793081

KNOWN AS: 1720 S. CENTER ST., MARSHALLTOWN, IA

Real property in the City of Marshalltown, County of Marshall, State of Iowa, described as follows:

(part of) LOT 1, BLOCK 1, FUTURE'S SECOND ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA; AND

LOT "A" OF LOT 1 OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA; AND

LOTS 1 THROUGH 10, BLOCK 2, FUTURE FIRST ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA, EXCEPT THE SOUTH 105 FEET OF LOTS 1 AND 2 AND THE SOUTH 105 FEET OF THE WEST 8 FEET OF LOT 3, ALL IN SAID BLOCK 2, AND BEGINNING AT A POINT 28.65 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH 105 FEET OF THE WEST 8 FEET OF SAID LOT 3, THENCE EAST 1.50 FEET; THENCE SOUTH 20.20 FEET; THENCE WEST 1.50 FEET; THENCE NORTH TO THE POINT OF BEGINNING, ALL IN SAID BLOCK 2 OF SAID FUTURE FIRST ADDITION, MARSHALL COUNTY, IOWA.

PREPARED FOR: AMERCO REAL ESTATE COMPANY

SURVEY NO: 167787-KAC

AS-SURVEYED PERIMETER DESCRIPTION OF ACQUISITION AREA (AS REQUESTED BY CLIENT):

Part of Lot 1, Block 1, Future Second Addition to Marshall, Lot "A" of Lot 1 of the Northwest Quarter of the Southeast Quarter of Section 2, part of Lots 1 through Lot 3 and all of Lots 4 through Lot 10, Block 2, Future First Addition to Marshall, all being part of the Southeast 1/4 of Section 2, Township 83 North, Range 18 West of the 5th Principal Meridian, in the City of Marshalltown, Marshall County, Iowa, bounded and described as follows: beginning at the Southeast corner of Lot 10 of Block 2 of the Future First Addition; thence North 89°59'25" West along the North right-of-way of East Meadow Lane 471.84 feet to a point; thence North 00°01'25" West 56.14 feet to a point; thence North 89°58'35" East 1.50 feet to a point; thence North 00°01'25" West 20.20 feet to a point; thence South 89°58'35" West 1.50 feet to a point; thence North 00°01'25" West 28.65 feet to a point; thence North 89°55'10" West 128.68 feet to a point on the East right-of-way of South Center Street; thence North 00°28'30" West along said East right-of-way 211.86 feet to a point; thence North 00°33'05" West along said right-of-way 197.86 feet to a point; thence North 90°00'00" East 604.21 feet to a point on the West right-of-way line of South 2nd Street; thence South 00°00'00" West along said West right-of-way 514.95 feet to the point of beginning. Containing 296,394 square feet or 6.8043 acres.

A. Basis of Bearings

Bearings are based on the North right-of-way line of East Meadow Lane, which is assumed to bear North 89°59'25" West as shown on Plat of Survey Inst# 03117-1993-4.

B. Title Commitment

This survey was prepared based on First American Title Insurance Company title commitment number NCS-937081-PHX1, effective date of January 28, 2019, which lists the following easements and/or restrictions from schedule B-II:

1, 2, 6-8, 20, and 21 - Not Survey Related.

3-5 - Visible Evidence Shown, if any.

9. Terms and conditions of Cross Easement Agreement filed July 14, 1982, as Instrument No. 173-1982-3, Official Records, Marshall County, Iowa. - Affects site by location - Shown. (Common area shown on detail image below.)

First Amendment filed June 24, 1983, as Instrument No. 4846-1982-3, Official Records, Marshall County, Iowa. - Document not provided.

10. Retracement of Survey filed February 23, 1994, as Instrument No. 05820-1993-4, Official Records, Marshall County, Iowa. - Affects site by location - Shown.

11. Plat of Survey filed October 29, 1993, as Instrument No. 03117-1993-4, Official Records, Marshall County, Iowa.

Amendment to Plat of Survey filed December 14, 1993, as Instrument No. 04182-1993-4, Official Records, Marshall County, Iowa. - Affects site by location - General in nature, cannot be plotted. (No easements shown.)

12. Terms and conditions of Variance Permit filed December 27, 1993, as Instrument No. 04503-1993-4, Official Records, Marshall County, Iowa. - Does not affect site by location.

13. Terms and conditions of Special Use Permit filed March 18, 2008, as Instrument No. 2008-00001568, Official Records, Marshall County, Iowa. - Affects site by location - General in nature, cannot be plotted. (No cell tower observed.)

14. Terms and conditions of Variance Permit filed March 18, 2008, as Instrument No. 2008-00001569, Official Records, Marshall County, Iowa. - Does not affect site by location. (No cell tower observed.)

15. Terms and conditions of Easement for Public Highway filed June 3, 1955, in Book B-3, Page 427, Official Records, Marshall County, Iowa. - May affect site by location - Describes Primary Road 14. (Document cannot be plotted.)

16. Terms and conditions of unrecorded lease, as evidenced by the Memorandum of Lease, by Dicon, Inc., Landlord, to K Mart Corporation, a Michigan corporation, Tenant, dated March 1, 1982, filed June 14, 1982, as Instrument No. 174-1982-3, Official Records, Marshall County, Iowa. - Affects site by location - General in nature, cannot be plotted. (Document missing, Plat not provided.)

17. Terms and conditions of Dedication of Party Wall filed July 14, 1982, as Instrument No. 175-1982-3, Official Records, Marshall County, Iowa. - Affects site by location - Shown.

18. Terms and conditions of Application for Permit to Construct Entrance filed January 21, 1961, in Book E-23, Page 326, Official Records, Marshall County, Iowa. - Affects site by location - General in nature, cannot be plotted. (Plat not provided.)

19. Terms and conditions of Application for Permit to Construct Entrance filed April 28, 1970, in Book E-55, Page 225, Official Records, Marshall County, Iowa. - Affects site by location - General in nature, cannot be plotted. (Plat not provided.)

C. Flood Note

According to flood insurance rate map of the City of Marshalltown, community panel number 19127C0170C, effective date of November 16, 2011, this site falls in zone X (areas determined to be outside the 0.2% annual chance floodplain).

D. Parking Spaces

There are 265 regular and 0 handicapped parking spaces marked on this site. (Parking count is estimated due to snow cover and snow piles, shown in green.)

E. Elevations

Elevations refer to NAV 1988 Datum. Starting BM: NGS Monument DP4588, Elevation: 995.66'.

F. Municipal Zoning

Zoning data has been obtained by the Surveyor. Site is zoned Regional Commercial (RC).

Maximum stories: 2.5 stories or 40 feet

Front setback: 30 feet minimum

Side setback: None

Rear setback: None

Area: 3 acres minimum

G. Notes

There is no evidence of recent earth moving work, building construction or building additions observed in the process of conducting the fieldwork.

There is no proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction observed in the process of conducting the fieldwork.

There is no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

No wetlands designation exists at time of survey (February 7, 2019) per the National Wetlands Inventory Mapper. (https://www.fws.gov/wetlands/Data/Mapper.html)

Total area surveyed 7.1488 Acres.

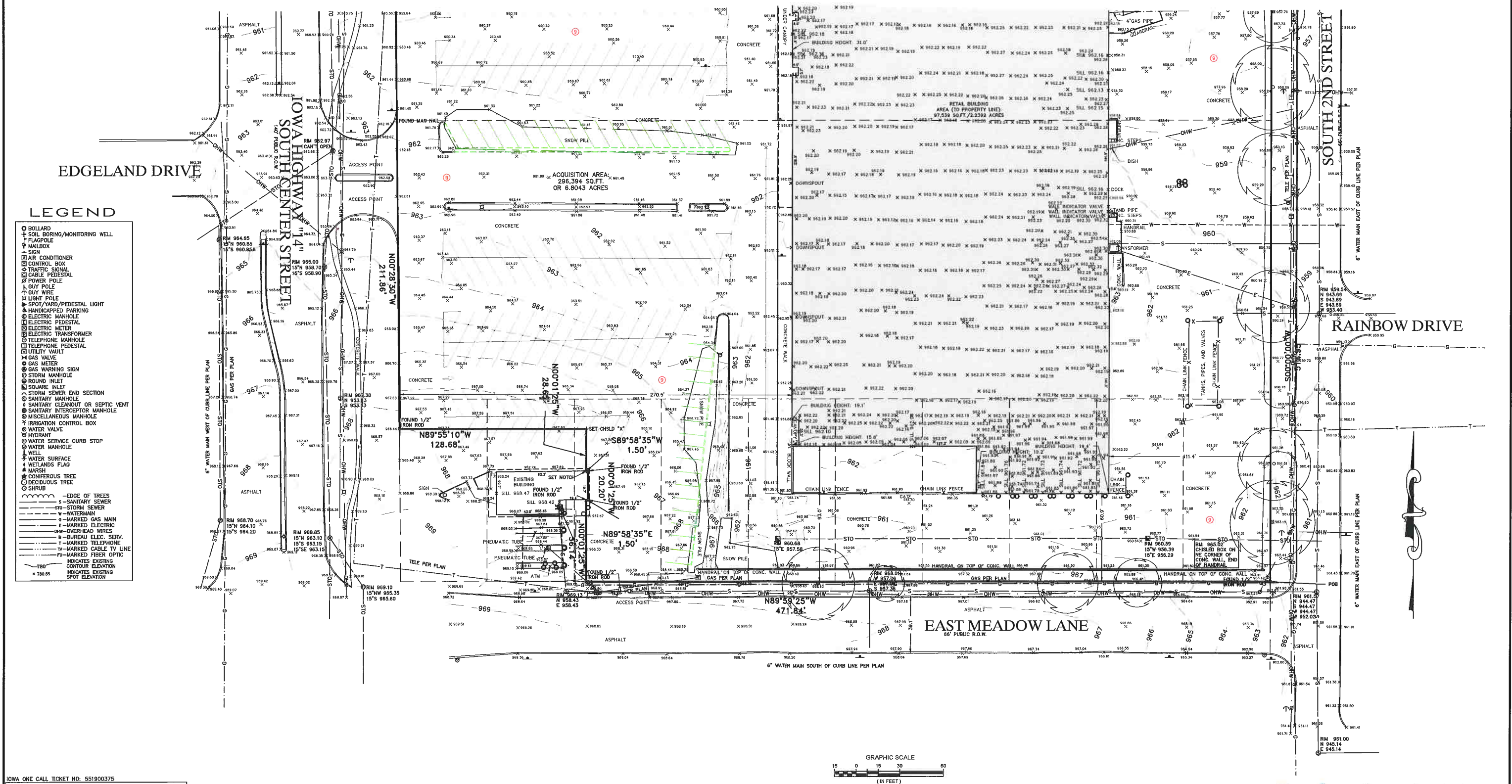
Due to existing snow cover, there may be improvements on the site that were not visible or observed as of the date of this survey.

raSmith
 CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
 Brookfield, WI 53005-5938
 (262) 781-1000
 rasmith.com

ALTA/NSPS LAND TITLE SURVEY

ENTITY NO: 793081



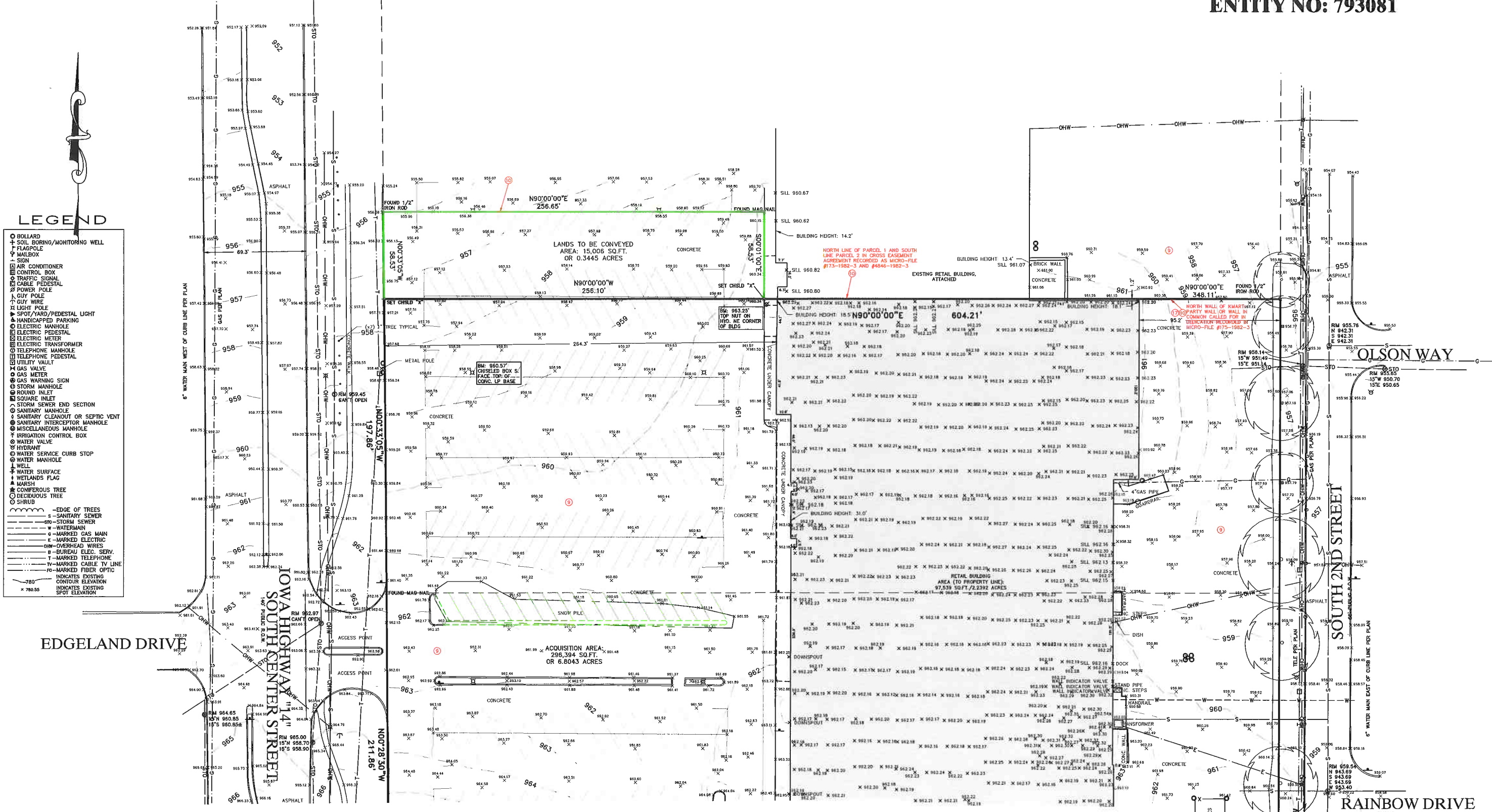
IOWA ONE CALL TICKET NO: 551900375

THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

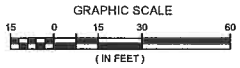
(P) INDICATES PIPE SIZES PER RECORD PLANS. OTHER PIPE SIZES ARE ESTIMATED. NO PIPE SIZES SHOULD BE RELIED UPON WITHOUT FURTHER VERIFICATION.

ALTA/NSPS LAND TITLE SURVEY

ENTITY NO: 793081



- LEGEND**
- BOLLARD
 - ✦ SOIL BORING/MONITORING WELL
 - ✦ FLAGPOLE
 - ✦ MAILBOX
 - ✦ SIGN
 - ✦ AIR CONDITIONER
 - ✦ CONTROL BOX
 - ✦ TRAFFIC SIGNAL
 - ✦ CABLE PEDESTAL
 - ✦ POWER POLE
 - ✦ GUY POLE
 - ✦ GUY WIRE
 - ✦ LIGHT POLE
 - ✦ SPOT YARD/PEDESTAL LIGHT
 - ✦ HANDICAPPED PARKING
 - ✦ ELECTRIC MANHOLE
 - ✦ ELECTRIC PEDESTAL
 - ✦ ELECTRIC METER
 - ✦ ELECTRIC TRANSFORMER
 - ✦ TELEPHONE MANHOLE
 - ✦ TELEPHONE PEDESTAL
 - ✦ UTILITY VAULT
 - ✦ GAS VALVE
 - ✦ GAS METER
 - ✦ GAS WARNING SIGN
 - ✦ STORM MANHOLE
 - ✦ ROUND INLET
 - ✦ SQUARE INLET
 - ✦ STORM SEWER END SECTION
 - ✦ SANITARY MANHOLE
 - ✦ SANITARY CLEANOUT OR SEPTIC VENT
 - ✦ SANITARY INTERCEPTOR MANHOLE
 - ✦ MISCELLANEOUS MANHOLE
 - ✦ IRRIGATION CONTROL BOX
 - ✦ WATER VALVE
 - ✦ HYDRANT
 - ✦ WATER SERVICE CURB STOP
 - ✦ WATER MANHOLE
 - ✦ WELL
 - ✦ WATER SURFACE
 - ✦ WETLANDS FLAG
 - ✦ MARSH
 - ✦ CONIFEROUS TREE
 - ✦ DECIDUOUS TREE
 - ✦ SHRUB
 - EDGE OF TREES
 - S-SANITARY SEWER
 - STS-STORM SEWER
 - W-WATERMAIN
 - G-MARKED GAS MAIN
 - E-MARKED ELECTRIC
 - OHW-OVERHEAD WIRES
 - B-BUREAU ELEC. SERV.
 - T-MARKED TELEPHONE
 - TV-MARKED CABLE TV LINE
 - FO-MARKED FIBER OPTIC
 - 780 INDICATES EXISTING CONTOUR ELEVATION
 - ✦ 780.55 INDICATES EXISTING SPOT ELEVATION



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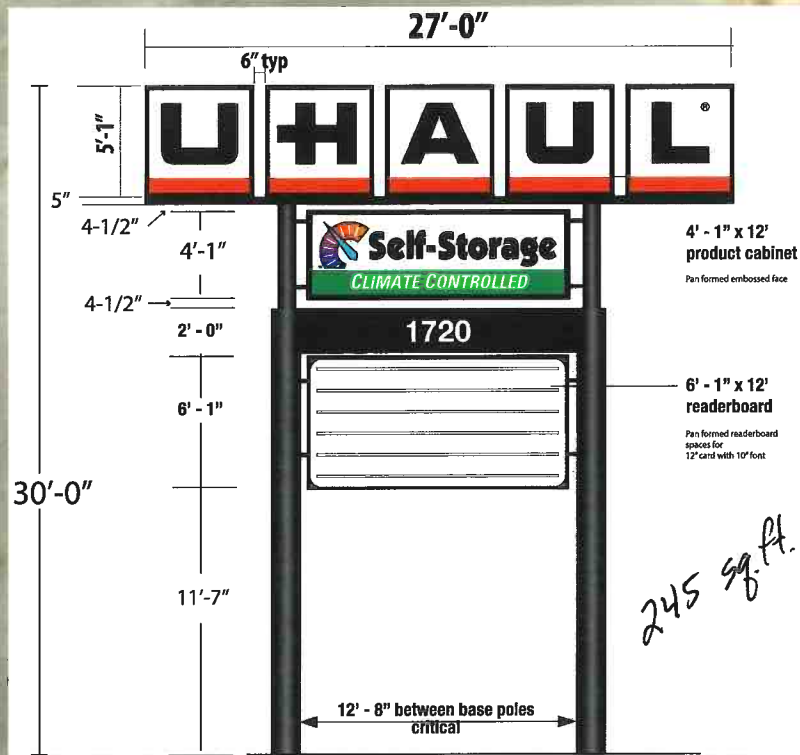
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U H A U L

Self-Storage
CLIMATE CONTROLLED

1720



793081_ Marshalltown, IA

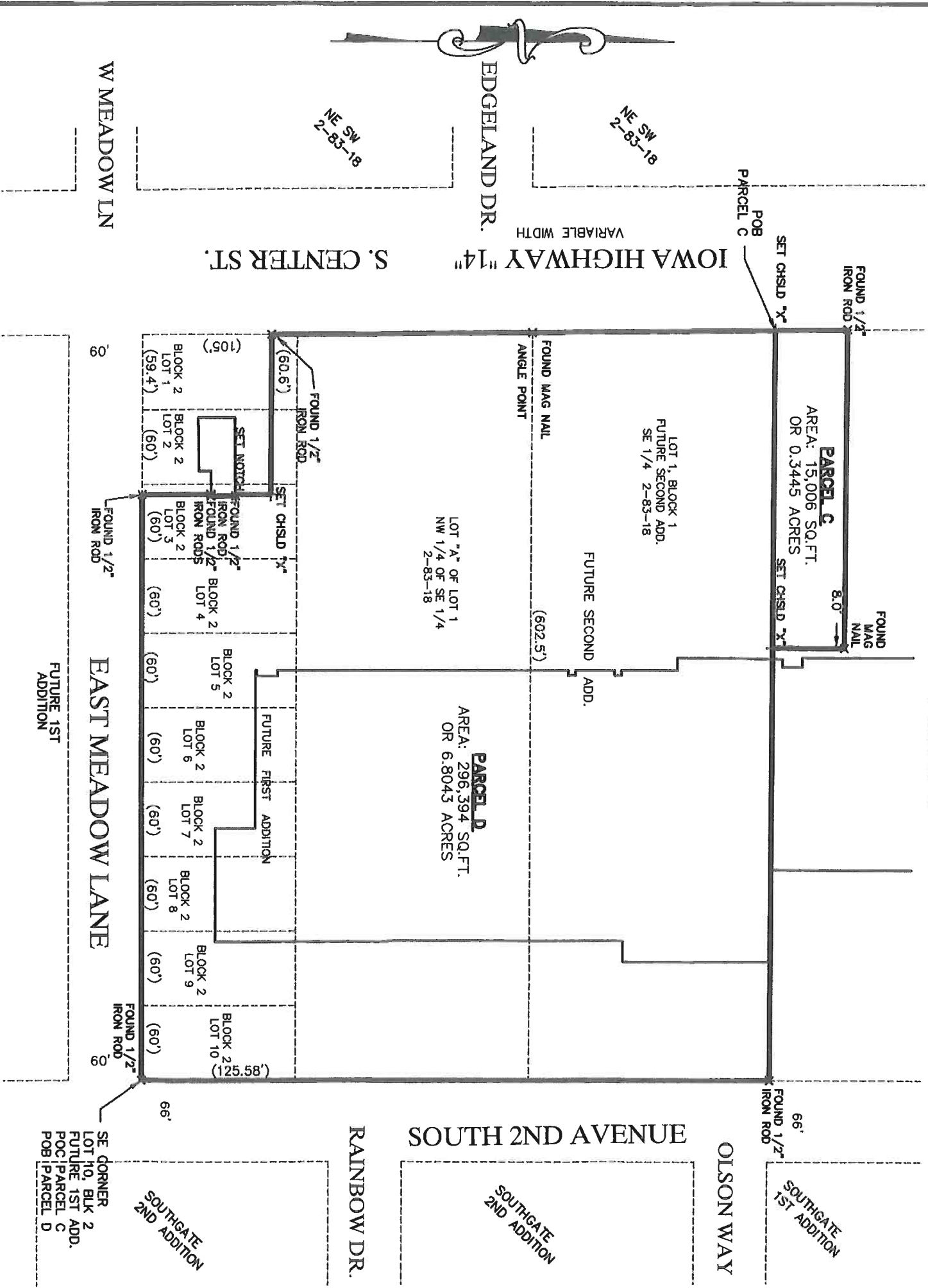
B1K1

Recorded: 06/18/2019 at 01:23:47 PM
Amt: \$12.00 Page 1 of 2
Revenue Tax
Marshall County Iowa
Nan Benson County Recorder
File 2019-00002785

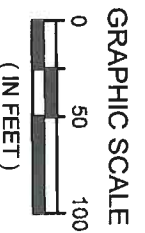
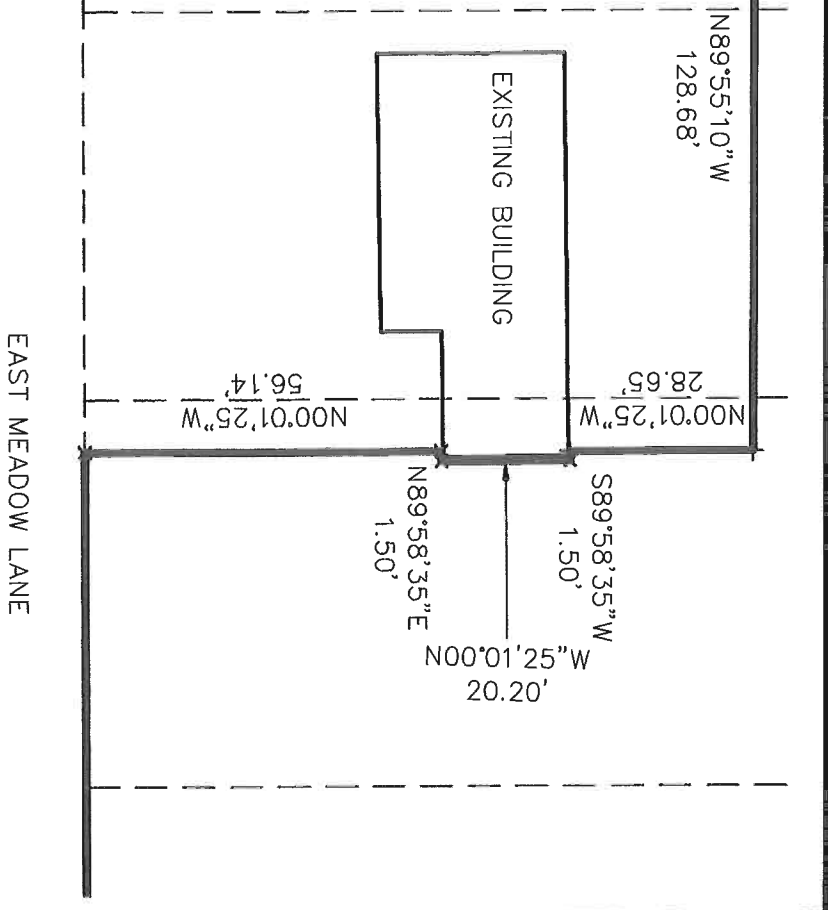
[illegible]

SHEET 1 OF 2

PLAT OF SURVEY



DETAIL
1" = 30'



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