



*Caring People
Quality Programs
Exceptional Service*

16

TO: Ames City Council and Mayor
FROM: Department of Planning and Housing
DATE: September 19, 2014
SUBJECT: Sidewalk Deferment Agreement for 712 S. 16th Street, Copper Beech

At the July 22, 2014 meeting, Council approved deferment of a portion of the public sidewalk and driveway access ramps for the Copper Beech project at 712 S. 16th Street. The Council directed staff to draft an agreement with the condition that the sidewalk and ramps be installed at such time as are determined appropriate by the City for the sidewalk connection to the east property line or when improvements are made to the intersection of South 16th Street and South Grand Avenue requiring the need to complete the pedestrian crossing. Under this approval, the deferment agreement was required to be accompanied by financial security for such deferral.

A signed deferment agreement has been submitted with the agreed upon financial security for the sidewalk improvement. The signed agreement is attached for Council approval.

DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER

Prepared by: Jessica D. Spoden, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010; 515-239-5146
Return to: Ames City Clerk, Ames City Hall, 515 Clark Ave., P.O. Box 511, Ames, IA 50010

**AGREEMENT FOR DEFERMENT OF SIDEWALK INSTALLATION
WITH CB AT AMES, LLC, FOR
COPPER BEECH APARTMENT PROJECT AT 712 SOUTH 16TH STREET**

The parties to this Agreement are CB at Ames, LLC, its successors and assigns (hereinafter referred to as "Owner") and the City of Ames, Iowa (hereinafter referred to as "City").

WHEREAS, the property located at 712 South 16th Street (hereinafter referred to as "Copper Beech") is a multi-family residential apartment development located between Creekside Mobile Home Park and Pheasant Run Apartments along the south side of South 16th Street; and

WHEREAS, the Site Development Plan approved for the site shows a public sidewalk running the full frontage of the lot; and

WHEREAS, the Owner agrees to install the public sidewalk from the west property line to the west side of the site's access drive; and

WHEREAS, the installation of a public sidewalk is one of the public infrastructure improvements required to approve Copper Beech; however, it is agreed that the sidewalk access ramps along the south side of South 16th Street, approximately 20 linear feet, from the west and

east side of the site's access drive to the east property line shall be constructed as requested at a later date; and

WHEREAS, the installation of sidewalk access ramps from the west and east side of the site's access drive to the east property line is premature as there is no connection to public sidewalk along the south side of South 16th Street, except Aspen Business Park property 500 feet further east on South 16th Street; and

WHEREAS, the installation of sidewalk and access ramps shall be deferred until such time as the sidewalk is installed east of this property or when the City deems appropriate.

NOW, THEREFORE, in consideration of the premises, it is hereby understood and agreed that:

1. The approved site plan calls for construction of a sidewalk along the south side of South 16th Street, which is the Owner's responsibility.


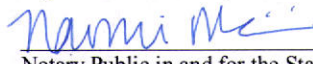
2. In lieu of construction of a portion of the sidewalk as aforementioned, Owner agrees to pay \$3,000.00 to the City to be held in escrow by the City for future construction of a sidewalk and sidewalk access ramps. Deferment of construction is appropriate as installation is premature and is authorized by ordinance upon execution of this agreement, as there is no connection to existing public sidewalk to the east of Copper Beech.

3. The City has the authority to require installation of the sidewalk and sidewalk access ramps at such time as is determined appropriate by the City for the sidewalk connection to the east property line or when improvements are made to the intersection of South 16th Street and South Grand Avenue requiring the need to complete the pedestrian crossing.

4. This agreement shall be filed for record in the office of the Story County Recorder and all covenants, agreements, promises and representations herein stated shall be deemed to be

covenants running with the land and shall endure and be binding on the parties hereto, their successors and assigns, for a period of 21 years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.

Dated this _____ day of _____, 2014.

<p>CB AT AMES, LLC</p> <p>By <u></u> Donald L. Bobbit, Manager of Manager</p> <p>STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG, ss:</p> <p>This instrument was acknowledged before me on <u>September 9</u>, 2014, by Donald L. Bobbit, Manager of Managers of CB at Ames, LLC.</p> <p><u></u> Notary Public in and for the State of North Carolina</p> <p>NAOMI MCGINNIS Notary Public, North Carolina Mecklenburg County My Commission Expires September 30, 2018</p>	<p>CITY OF AMES, IOWA</p> <p>By _____ Ann H. Campell, Mayor</p> <p>Attest _____ Diane R. Voss, City Clerk</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this _____ day of _____, 2014, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 14-413 adopted by the City Council on the 22nd day of July, 2014, and that Ann H. Campbell and Diane R Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.</p> <p>_____ Notary Public in and for the State of Iowa</p>
---	--