

Staff Report

**REQUEST TO AMEND ROSE PRAIRIE
PRE-ANNEXATION DEVELOPMENT AGREEMENT**

April 12, 2016

BACKGROUND:

The owners of the 170-acre site at Grant Avenue and 190th Street, known as Rose Prairie, request that the City Council consider initiating changes to the development agreement that was originally approved on July 22, 2010. The current owner of this property first requested amendments on August 11, 2015. The City Council provided direction to include an east/west street connection in any future project. Other pending issues were not discussed at that time, since the developers left the meeting to reconsider their plans.

The developers have now modified their request. They are seeking direction from City Council to draft a revised development agreement that would allow them to seek rezoning and propose a preliminary plat for development of the property.

In 2009, previous owners of this property requested approval of a rural subdivision. The area was studied for impacts related to traffic, stormwater, and infrastructure capacity. Since the request to develop further north was not supported in the LUPP at that time, the City Council denied the request. Subsequently the City was sued by the property owner over this denial. The City Council eventually directed staff to negotiate a mutually agreeable development agreement as a pre-annexation agreement that included dismissal of the lawsuit. On July 20, 2010 the City Council approved a pre-annexation agreement that included acquiescence to annexation of the 170 acre site. The agreement also laid out firm development parameters, specified obligations for the developer to cover utility costs to serve the area, and included a conceptual plan for development of 292 single-family homes in the manner of a conservation subdivision. The original agreement is included as Attachment A.

Although the property was annexed to the City in 2010, development of the site did not progress. The property was then sold to various other parties. The current owner of the property, Rose Prairie LLC, acquired the property in 2014 and is now represented by TerShe Development.

TerShe has identified five issues from the original agreement and two new issues that it would like to have addressed in an amendment to the current agreement (Attachment B - Developer Interests 3-28-16). The key topics related to the original agreement include the following:

- Exceeding the 292 single-family homes and townhome plan for development of the site (Concept Plan Attachment C) with up to 739 total housing units mixed

between detached and attached-single family and small medium density apartments and adding convenience commercial at corner of 190th and Grant Avenue

- Moving the shared use path from the railroad side of the project to Grant Avenue
- Changing the full repayment terms for the water and sanitary sewer connection districts from 2020 to a later year
- Clarify the requirement to extend a sanitary sewer connection to the west and north
- Eliminating the fire sprinkler requirement for single-family homes

Additional issues that the developers desire to have addressed in a revised agreement include terms for the City's acquisition of a neighborhood park, as well as assignment of obligations to successor interests when selling off parts of the overall development to individual developers. This last request means that full pay-off requirements for the connection district would not be required until individual lot subdivisions occur.

It is important to note that approval of any of the amendments suggested by the developers and supported by the City Council will not occur on April 12th. With Council's direction to proceed with specified amendments, the developers will make applications for rezoning and a preliminary plat. The revised Pre-Annexation Agreement will be considered at the same time the rezoning request is brought back by to Council.

DEVELOPERS' REQUESTED CHANGES TO PRE-ANNEXATION AGREEMENT:

The letter included as Attachment B lays out seven requests made by the developer. These are presented below with staff comments.

ISSUE 1. Section II.D - Section II.D- States the land is to be rezoned as suburban residential low density (FS-RL). We are requesting rezoning of the site with a Master Plan for FS-RL, FS-RM, or F-PRD and for convenience commercial zoning. We request to remove from the agreement the development plan that is shown as Exhibit D.

Staff Comments: The existing agreement mandates rezoning to FS-RL and includes a concept design with 292 single family housing units plus an area for an unquantified number of townhomes (single-family attached). The current Developer is pursuing a different concept with up to 8 acres of commercial area and development of single-family detached, single-family attached, and medium density apartments that require different zoning districts than FS-RL. The total development request by the developer is a minimum of 397 homes to a maximum of 739 dwellings. Its concept plan is contained in Attachment C. The developer believe it can accomplish most of its residential development goals with FS-RL and FS-RM zoning and in some areas may choose to pursue a later Planned Residential Development (PRD) at the discretion of future individual developers. Staff notes that the developer's concept plan does include an east/west road connection as directed by the City Council last August.

In order for the Planning staff to move forward in consideration of the developer's proposal, staff needs to know whether the Council is willing to consider a master plan

and zoning districts that are different than the one that was approved for the previous owner as shown on Exhibit D in the existing Pre-Annexation Agreement (Attachment A). **If City Council is willing to accept an alternative concept plan, direction should be given to modify this provision to consider alternatives.**

ISSUE 2. Section V.B.6.a and V.C.5.a – These sections require that a pro-rata share of the water and sanitary sewer cost be paid each time a parcel is platted. In addition it states the total connection fee for the water and sanitary sewer costs on Grant Avenue are to be paid in full 10 years after the date of the original agreement. Therefore 100% of Rose Prairie’s portion of the water and sewer main on Grant is to be paid in full by July 10, 2020 (only 4 years from now). The developer requests that an extension of time be granted due to the delay in starting the project.

Staff Comments:

The timely repayment for the advanced funding provided by the City for sanitary sewer and water improvements was the goal of the language included in the agreement. The City Council can choose to adjust the deadline in a manner consistent with the subsequent Pre-Annexation Agreements that were approved with the other two developers along Grant Avenue in this Northern Growth Area. Those covered Quarry Estates, Hayden’s Crossing, and the Hunziker south parcel. Based upon the time when those agreements were approved, Hayden’s Crossing and Quarry Estates require full payment after December 30, 2023. The Hunziker south parcel has yet to be annexed, and could thus extend out to the end of 2026 for full repayment.

This issue of full repayment is intertwined with the developer’s request to assign obligations to future developers, but this comment focuses only on the timeframe for repayment. Staff believes an equitable solution to the request would be to revise the agreement to a date similar to the other developers in the area. If the housing market remains strong, it would seem likely the development would be complete in 7 to 10 years. Staff proposes that an extension to repayment of outstanding connection district fees be extended to December 31, 2024. This alternative would keep the Rose Prairie obligation consistent with the other annexed projects along Grant Avenue and would reflect the delayed start to the project. **Staff recommends that City Council authorize this time extension.**

ISSUE 3. Section V.C.6 - States the Developer is to finance 100% of the cost of any sanitary sewer that may be required to serve the land west and north of Rose Prairie designated as the line from point 2 to point 4 and from point 3 to point 4 on Attachment H to the agreement. If and when the land outside of the Rose Prairie property develops, the City may establish a connection district to reimburse the Developer the pro-rata cost of the sewer benefiting land outside the development with connection fees paid by others. Rose Prairie proposes to be responsible for an 8-inch extension to the boundaries of each final plat.

Staff Comments:

The requirement specified in the agreement for the developer to extend utilities to the north and west limits of its property is in keeping with the City's current policy for infrastructure extensions to the perimeter of developments in non-incentivized growth areas to support future development. What is unusual about the provisions of this contract is that, rather than the developer paying for the whole cost of the sanitary

sewer line across its property, the City agreed to consider creating a connection district to repay the developer a pro-rated share in the future.

The development agreement did not include a timeline for making these sanitary sewer extensions. The developer now seeks to clarify that extensions will occur with each final plat and not as a comprehensive project at one time. Additionally, it wants the size to be stated as an 8-inch line.

Staff is not prepared at this time to verify whether or not an 8-inch line is adequately sized to accommodate future growth. Such a detail would be reviewed with a preliminary plat application in consideration of planned growth and the new density proposed for Rose Prairie. Clarifying the language for completion with each final plat may be acceptable depending on the phasing plan of the overall subdivision. However, care should be taken that the City is not in a position where future development could be held up by a stalled Rose Prairie development. **Therefore, staff recommends the City Council make no commitment regarding this issue other than to consider the request during the rezoning and platting processes.**

ISSUE 4. Section V.E.2 - States the Developer shall install a “shared use path” adjacent to the railroad tracks within two years of the initial final plat. We understand this shared use path is to be constructed along Grant Avenue instead of adjacent to the Railroad Tracks. We understand Rose Prairie will only be required to pay for one path and it is to be placed per the City’s direction along Grant Avenue.

Staff Comments:

At the time of the original agreement, a trail was planned to run along the railroad and continue north in Story County along the railroad right-of-way and connect to Gilbert. Since that time, the County has changed plans from installing a trail along the railroad to placing a trail along Grant Avenue northward from 190th Street. City staff believes the City’s trail should match the County’s plan, and have now planned for the shared use path to be installed along the west side of Grant Avenue. The developer desires to construct only one shared use path and not be required to build both the original path along the railroad and the Grant Avenue path. **Staff supports this contract change to match current trail system plans.**

ISSUE 5. Section V.H.2 - Requires sprinkler systems be installed in residential buildings. We request this section be entirely deleted similar to the Hunziker and Freidrich’s property to the south and east of Rose Prairie.

Staff Comments:

When first considered by the City Council, this subdivision was outside of the City Council’s emergency response time standard. The original Rose Prairie developer offered this requirement for sprinklered houses to help mitigate the risk of longer response times.

The City Council subsequently eliminated this standard when a decision was made that the City would grow further to the north. This language was then removed from the Hunziker and Quarry Estates Pre-Annexation Agreements. **Therefore, staff supports the removal of this section from the agreement since it is not included in the other development agreements.**

ISSUE 6. *City staff has requested that the developer dedicate approximately 5 acres of park land within the south half of the project and at no cost to the City. TerShe is willing to accommodate the reservation of area for a park, but believes the City should be responsible for the purchase of the land and related infrastructure costs.*

Staff Comments:

Staff has identified that the proposed development with its requested intensification, combined with the Hunziker South development, triggers the need for a City Neighborhood Park. Neighborhood parks are active areas that provide small recreational facilities and a shelter. The LUPP identifies the need for park land at a ratio of 5 acres per 1,000 people. Staff tries to site neighborhood parks with a ½ mile service area. Rose Prairie projects to house between 1,000 and 2,000 people; and with Hunziker South development the population may exceed 2,000 people. Currently, there are no Neighborhood Parks within a half mile radius of the vast majority of this north growth area. The closest Neighborhood Park is Lloyd Kurtz Park at the corner of Bloomington and Hyde. That is 2/3 of a mile away from Rose Prairie at its closest point.

Staff believes the park is a necessary component of public infrastructure to support the proposed rezoning and platting of the area for both projects. As needed infrastructure related to this project, staff does not believe that the acquisition of land for a park should be a City cost, due to the LUPP policy designated Northern Growth as a non-incentivized growth area.

Staff has requested that land be dedicated to the City in the south to central area of Rose Prairie and be in a developable condition for park improvements. The City would incur costs for construction of facilities within the park, but not for street or utility improvements abutting the park. Our most recent neighborhood park in Northridge Heights was provided for in this manner of having the developer provide a site at no cost to the City; and the City subsequently made needed recreation facility improvements. **Staff believes the agreement should reflect the arrangement as described by staff rather than the City paying for the land and the improvements. City Council has the discretion on how to proceed with negotiating this element of the proposal.**

ISSUE 7. *As the Rose Prairie developer, we may plat outlots as part of the overall master plan and these outlots may be sold to other developers. Therefore we are requesting to assign the terms of this agreement to potential other developers and therefore the connection fees for utilities and/or any street assessments imposed on Rose Prairie, will be transferred to the buyer of these outlots and the obligation to make whatever infrastructure payments, connection fees, etc. required by these outlots, will be an obligation of the buyer(s) of the outlots at the time of their platting, consistent with the terms of this agreement.*

Staff Comments:

The current agreement is clear that the obligations apply to successors in interest, but the key issue is that the current structure of the agreement for repayment of infrastructure costs is triggered by final plats. The developer desires to create large parcels with the intent of selling off the parcels, which purchasers would subsequently subdivide for individual lots. The developer would like the agreement to be amended to

reflect creation of these large parcels as an intermediate step that does not meet the intent of a “final plat” where repayment of infrastructure costs are due. The developer proposes that the infrastructure costs would then be due with final plat for development of each large parcel.

Making these changes will require the City to recalculate the costs and the structure of assigning costs for the development areas and the new densities proposed for the project. This type of revision could negatively impact the City's recapture of the water and sewer connection fees, since they are due only when lots are created and it is unclear what the phasing of buildout may be for the project. However, the street assessment should remain as it is currently established where it involves an annual charge applied to the land each year, with payoff in full only when a final plat is approved as is the case with water and sewer. **In order to accomplish this request, a revised agreement would need to include the terms and conditions for the payment of connection fees and the accelerated payment of the street assessments for all proposed "neighborhoods/outlots". Staff supports this request as long as the annual special assessment fees for Grant Avenue are not adjusted in the development agreement.**

NEXT STEPS

The developer intends to seek rezoning immediately with the intent of having the zoning approved this summer and of having a preliminary plat approved later in the summer. This would allow for development to begin this year. Staff will review the implications of the proposed density increase through the zoning amendment public hearing process and will provide a recommendation through the City's standard review process. The preliminary plat will be subject to the City's Conservation Subdivision standards and will be reviewed for consistency with these requirements during the standard review process. **Prior to the City Council approving the rezoning of the property, the development agreement would return to the City Council for its review and approval of the revised terms.**

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Instrument: 2010- 00007271
 Date: Aug 03, 2010 08:10:55A
 Rec Fee: 130.00 E-Com Fee: 3.00
 Aud Fee: .00 Trans Tax: .00
 Rec Management Fee: 1.00
 Non-Standard Page Fee: 10.00
 Filed for record in Story County, Iowa
 Susan L. Vande Kamp, County Recorder

Return to: AMES CITY CLERK
 PO BOX 811
 AMES IA 50010

**PRE-ANNEXATION AGREEMENT PERTAINING TO THE
 VOLUNTARY ANNEXATION, REZONING AND
 SUBDIVISION PLATTING AND DEVELOPMENT
 OF LAND TO BE IN THE CITY OF AMES CALLED
 ROSE PRAIRIE SUBDIVISION**

THIS AGREEMENT, made and entered into this 20 day of July, 2010, by and between the CITY OF AMES, IOWA (hereinafter called "City"), and Story County Land, L.C. (hereinafter called "Developer"), their successors and assigns,

WITNESSETH THAT:

WHEREAS, the parties hereto desire the improvement and development of an area legally described as set out on Attachment A (as modified by Section VI herein), and, at Developer's sole discretion, upon written notice to the City, an area legally described as set out in Attachment B, hereinafter called the Site; and,

WHEREAS, Developer intends to apply to the City for voluntary annexation and rezoning of the Site with the intent to seek platting of subdivision in the future; and,

WHEREAS, an agreement between the Developer and the City with respect to public improvements is jointly sought by the Developer and the City.

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

**I.
 INTENT AND PURPOSE**

- A. It is the intent of this Agreement to:
 - 1. Recognize that the Developer is the owner of the Site which is located outside of the City limits but is within the two-mile fringe area set forth in Iowa Code § 354.8.
 - 2. Acknowledge that the City and Developer desire to have the Site developed within the City if, but only if, certain conditions precedent identified herein (the "Conditions Precedent") are satisfied.
- B. It is the purpose of this Agreement to:
 - 1. Document, record, and give notice of, a certain plan of development, and the public and private measures and undertakings essential to the implementation of that plan of development, for the Site.
 - 2. Provide remedies to the City in the event the said plan of development is not adhered to or achieved by the Developer.
 - 3. Provide remedies to the Developer in the event certain Conditions Precedent, as set forth herein, do not take place.

II. CONDITIONS PRECEDENT

The City and Developer agree that for the rights, duties and responsibilities of this Agreement to become effective as to either party, all of the following must first occur:

- A. The City of Ames Land Use Policy Plan must be amended to designate the Site as a Urban Service/Urban Residential Area; and
- B. The Division of Land set out in Part VI herein, if requested by Developer, must be approved by the City Council; and
- C. The Voluntary Annexation of the Site into the City of Ames must be accepted and the Site must become a part of the City as contemplated by law; and
- D. The Site must be rezoned as Suburban Residential Low-Density (FS-RL).

The parties agree that in the event the Site has been voluntarily annexed into the City and the City Council fails to rezone the Site as Suburban Residential Low-Density (FS-RL), upon unanimous consent of all owners of the area comprising the Site, the Site shall be severed from the City pursuant to Iowa Code § 368.8. Contemporaneously herewith, the City Council agrees to pass the Resolution attached hereto as Attachment C and by this reference made a part hereof. In the event of severance, the terms of this Agreement are deemed null and void.

III. CITY'S REMEDIES

- A. In that the Developer seeks to persuade and induce the City to approve an official plat of the Site by presenting a plan for the development and improvement of the Site in its entirety, it is understood and agreed that the City shall not issue any building permits with respect to any place on the Site for which a Final Plat of subdivision has not been approved and filed for record.
- B. The City shall not issue a building permit, zoning permit, or any other permit of the City with respect to any excavation, construction, reconstruction or remodeling on the Site unless said work is undertaken in accordance with the provisions of this Agreement, and all applicable statutes, ordinances, and regulations in effect at the time that platting documents are submitted. The City agrees that the provisions of this Agreement, to the level of detail specified in Attachments A through J herein, satisfy all presently enacted statutes, ordinances and regulations.
- C. The City shall not approve any Final Plat of any phase of development on the Site unless said plat is in accordance with and meets the provisions and conditions of this Agreement.
- D. All ordinances, regulations, and policies of the City now existing, or as may hereafter be enacted, so long as they are not inconsistent with the terms of this Agreement, shall apply to activity on the site.

- E. Prior to the issuance of a Final Plat, and unless otherwise agreed by the parties, the Developer shall cause the creation of an Owners' Association by means of a declaration of covenants that shall run with the land that constitutes the Site; and at least ninety-five percent (95%) of the total number of platted lots within the boundary of the Site shall be members of that Owners' Association. If any obligation or duty of the Owners' Association, as prescribed by this Agreement, is not met or performed, the City may bring suit against the Owners' Association for court-ordered specific performance of the duty owed to the City by the Owners' Association; alternatively, the City may undertake the required obligation and may assess each property at the Site which is a member of the Owners' Association a prorated portion of the cost of said cure and such assessment shall constitute a lien on the real estate.

IV. PLATTING PROCESS

The Developer may, at a time of Developer's choosing, undertake the official platting of subdivisions of the Site and said platting shall be done pursuant to the procedures established by the statutes of the State of Iowa and the ordinances of the City. The City may establish specific requirements for improvements of the Site, as a condition for approval of any plat of subdivision, and require a performance bond or other security for the performance of such improvements by the Developer as set forth herein and in accordance with applicable subdivision ordinances and standards. The requirements of improvements relative to the approval of any official plat of the Site may reiterate the provisions of this Agreement; and, may state additional required improvements allowed by law that are not inconsistent with the intent and terms of this Agreement and all applicable statutes, ordinances, and regulations

V. IMPROVEMENTS

A. Streets and Street Improvements

1. The Developer shall, with respect to all streets as shown on the Site, dedicate and convey fee title for the right-of-way to the City at no charge or cost to the City, said conveyance to occur at the time of final subdivision plat approval. After improvements have been completed, certified and accepted by the City Council, costs of operation and maintenance of the streets and street improvements shall be undertaken and paid by the City.
2. The Developer shall, in accordance with the specifications of the City, construct street improvements to the specifications of the City as follows:
 - a. With regard to streets **within the Site** that are to be dedicated to the City, those streets shall be constructed as follows (unless agreed otherwise by both parties in writing):
 - i. As generally shown on Attachment D attached hereto and made a part hereof;
 - ii. In compliance with City ordinances and standards with regard to width, depth, curbing, gutter and markings except that curb outflow areas shall be allowed as generally shown on Attachment E and a preliminary plat and in

accordance with a public improvement plan, that is consistent with the terms of this Agreement, to be approved by the Municipal Engineer after preliminary plat approval.

- b. With regard to streets **outside the Site** (unless agreed otherwise by both parties in writing) the following terms shall apply:
- i. If, at the time of annexation of Site, City has received and approved pre-annexation agreements including special assessment contracts and waivers from all owners of property located within the area included in Attachment J, and if those properties are included within the area of annexation in addition to the Site, the only street to be assessed to Rose Prairie shall be Grant Avenue; and said assessment shall be as provided by contract and waiver agreement, Attachment F, which shall be consistent with the terms of this Agreement;
 - ii. Grant Avenue shall be constructed by the City as a standard two-lane, collector city street that is in compliance with City ordinances and standards with regard to width, depth, curbing, gutter, storm sewer pipe and structures, and street lights, and markings except that curb outflow areas shall be allowed as generally shown on Attachment E;
 - iii. Costs associated with construction of Grant, including but not limited to design, bond issuance costs, interest, construction, administration, permits and fees, and engineering inspections shall be paid 37% by Developer (determined as being one-half of the costs of the road for the 2737 lineal feet of the road abutting Rose Prairie, and the 1190 lineal feet of the road abutting the Sturges property). Neither Developer nor the current or future owner of the property identified on Attachment B shall be required to pay any percentage for Grant Avenue in excess of or in addition to this percentage. The amount shall be payable by Developer no sooner than the City obtains bond financing for the project and Developer shall pay in accordance with Attachment F. The street shall be installed by the City at the desire of the City or, alternatively, the City shall initiate construction within two years of the request of the Developer provided, however, that the Developer cannot request, and the City may not undertake, installation of the street sooner than two years from the execution of this Agreement, and the City cannot require payment from Developer until issuance of bonds for the street is obtained, and such payment shall be distributed equally over the term of the bonds in annual installments, not exceeding fifteen, as provided in Iowa Code section 384.60.
 - iv. In the event Developer requests approval of the initial Final Plat for Site and at the time of such request the properties, **other than the properties shown in Attachment A and B**, that are located within the area included in Attachment J have not been annexed into the City of Ames, Developer agrees to pay to the City cash in an amount determined by the City to be proportionate to the total obligation of the Developer for the construction of Grant Avenue as provided in Paragraph V.A.2.b.ii and iii, supra attributable to the developable lots included within final plat for the Site, based on the Municipal Engineer's

estimate of costs associated with construction of Grant Avenue, including but not limited to design, bond issuance costs, interest, construction, administration, permits and fees as of the date of the final plat . Upon such payment by Developer, City agrees to release from the obligations of the special assessment contract and waiver those developable lots included within the final plat. In such event the City may construct Grant Avenue at such time as the City deems appropriate. For each subsequent request from Developer for approval of a final plat for Site, Developer agrees to pay to the City at the time of final plat approval cash in an amount proportionate to the total obligation of the Developer for the construction of Grant Avenue as provided in V.A.2.b.ii and iii, supra, attributable to the developable lots included within that final plat for the Site, based on the Municipal Engineer's estimate of costs associated with construction of Grant Avenue, including but not limited to design, bond issuance costs, interest, construction, administration, permits and fees as of the date of that final plat.

- v. In order to facilitate the extension of the sanitary sewer, some grading of Grant Avenue may be required prior to the actual construction of the street. In the event such grading is conducted by Developer, then the cost of the additional grading shall be added to the cost of construction of Grant Avenue and Developer shall be given credit for the full amount of the costs of the additional grading against his allocated share of Grant Avenue costs.
- vi. In order to facilitate the development of a detention basin or pond on the property identified on Attachment B, some additional grading or reinforcement of Grant Avenue may be required. Developer may, at its sole discretion, require such additional grading or reinforcement of Grant Avenue at the time of the grading of Grant Avenue. Developer shall pay in cash to the City at such time as the improvements are initiated with the award of the contract all costs for such additional grading or reinforcement that are in excess of the costs of grading Grant Avenue without such improvements, including City's costs attributable to engineering and construction inspection fees.
- c. With regard to **off-Site** traffic improvements, Developer shall pay, prior to approval of the initial Final Plat for the Site, the amount of \$185,000.00 which is an agreed-upon assessment for Developer's share of the cost of the traffic signal to be installed at Hyde Avenue and Bloomington Road together with Developer's share of the cost of the widened intersection and traffic signal at Grand Avenue and Bloomington Road. No other amounts for these improvements will be required to be paid by Developer or the current or future owner of the property identified on Attachment B.

B. Water System Improvements

- 1. Unless otherwise agreed by the Parties, the Developer, at a time of Developer's choosing but not later than the approval of the initial Final Plat, shall install or deposit cash or security in a form satisfactory to the City Attorney, for all of the water system improvements located **outside of the Site**, as generally shown on Attachment G, and in accordance with a public improvement plan, that is consistent

with the terms of this Agreement, to be approved by the Municipal Engineer after preliminary plat approval, and shall install or deposit cash or security in a form acceptable to the City Attorney for water system improvements located **within the Site** as necessary for the specific plat being approved by the City, all at the sole cost and expense of the Developer. Upon certification of acceptance and completion by the City Council of the water system improvements, costs of operation and maintenance of the system shall be undertaken and paid for by the City.

2. With regard to water system improvements located **within this Site**, the Developer shall show on the final Plat of any subdivision of this Site, and grant to the City by executed instruments, without charge to the City, easements in a form acceptable to the City, for installation and maintenance of water system improvements required for approval of any plat of subdivision for those locations not within the public right-of-way and for those portions of the water system that have not yet been constructed by Developer but that are necessary for the development of adjacent properties.
3. With regard to water mains located **outside of the Site**, the City must, at its sole cost and expense, obtain an interest in real property sufficient to allow the Developer to install the water main in the location generally shown on Attachment G.
4. Developer agrees that it shall be responsible for payment of any amounts that may become due and owing to any rural water cooperative as a result of annexation of any lot in Rose Prairie connecting to City water as provided in Iowa Code Section 357A.21.
5. Water Extension Benefits Adjustment. For the purpose of assessing the costs of water utility extension on the basis of benefit to land areas, it is recognized that the City has the authority, and shall take all necessary action, to establish water utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3). The City shall, subject to its governmental discretion, establish such districts with respect to the areas of land that are not a part of the Site, but which will be served and benefited by the extension of water utilities pursuant to paragraph B.1 of this Agreement; and the money collected by the City by virtue of such districts shall be disbursed to the Developer to such extent and in such amounts as the City shall determine to be an equitable adjustment for the benefit provided to the areas within such districts by virtue of the Developer's construction of water utility facilities as required by this Agreement.
6. City Installation of Water Improvements Outside of the Site. Notwithstanding the above provisions, in the event the City, at its sole discretion, chooses to install the water system improvements as shown generally extending from Point 1 to Point 2 on Attachment G and to establish water utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3), Developer shall not be required to install, fund or otherwise provide security for the installation of such improvements and Developer will be allowed to connect to the City-installed water system improvements in like manner and at similar cost-assessment basis as others with developable land who may connect to such improvements. In such event that the City chooses to install the water system improvements described above, Developer shall grant to the City by executed instruments, without charge to the City, easements in a form acceptable to the City for those locations not within the public right-of-way

that are necessary for the development of adjacent properties.

- a. **Timing of Water Connection Fee Payments.** In the event that the City chooses to install water system improvements and to establish water utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3), as described in 6, supra, Developer shall, upon approval of every Final Plat, pay a connection fee to the City for the "benefitted area." For a period of ten years from the date of this Agreement, "benefitted area" shall be those gross acres included in the Final Plat excluding unbuildable outlots, compared to the total gross acres of the Site. After ten years from the date of this agreement, "benefitted area" shall be all gross acres contained within the Final Plat, plus all remaining gross acres in the Site, including unbuildable outlots, that have not previously been included within a benefitted area for which connection fee has been paid. It is the intent of this paragraph that upon approval of the first Final Plat occurring more than ten years from the date of this agreement, the total connection fee attributable to the Site shall be paid in full.

C. Sanitary Sewer Improvements

- 1. Unless otherwise agreed by the Parties, the Developer shall install, at a time of Developer's choosing but no later than the approval of a Final Plat or deposit cash or security in a form satisfactory to the City Attorney, sanitary sewer improvements located **outside the Site** as generally shown on Attachment H and in accordance with a public improvement plan that is consistent with the terms of this Agreement and to be approved by the Municipal Engineer after preliminary plat approval, and shall install, or deposit cash or security in a form satisfactory to the City Attorney, sanitary sewer mains located **within the Site** as necessary for the specific plat being approved by the City, all at the sole cost and expense of the Developer.
- 2. With regard to sanitary sewer mains located **within the Site**, the Developer shall show on the Final Plat of any subdivision of the site, and grant to the City by executed instruments, without charge to the City, easements in a form acceptable to the City, for installation of sanitary sewer mains required for approval of any plat of subdivision of the Site and for those portions of the sanitary sewer system that have not yet been constructed by Developer but that are necessary for the development of adjacent properties.
- 3. With regard to sanitary sewer mains located **outside of the Site**, the City will, at its sole cost and expense, obtain an interest in real property sufficient to allow the Developer to install the sanitary sewer main in the location generally shown on Attachment H.
- 4. **Sanitary Sewer Extension Benefits Adjustments.** For the purpose of assessing the costs of sanitary sewer utility extension on the basis of benefit to land areas, it is recognized that the City has the authority, and shall take all necessary action, to establish sanitary sewer utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3). The City shall, subject to its governmental discretion, establish such districts with respect to the areas of land that are not a part of the Site, but which will be served and benefitted by the extension of sanitary sewer utilities pursuant to this Agreement; and the money collected by the City by virtue of

such districts shall be disbursed to the Developer to such extent and in such amounts as the City shall determine to be an equitable adjustment for the benefit provided to the areas within such districts by virtue of the Developer's construction of sanitary sewer utility facilities as required by this Agreement.

5. City Installation of Sanitary Sewer Improvements Outside the Site. Notwithstanding the above provisions, in the event the City, at its sole discretion, chooses to install the sanitary sewer system improvements as shown generally from Point 1 to Point 2 on Attachment I and to establish sanitary sewer utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3) , Developer shall not be required to install, fund or otherwise provide security for the installation of such improvements and Developer will be allowed to connect to the City-installed sanitary sewer system improvements in like manner and at similar cost-assessment basis as others with developable lots who may connect to such improvements. In such event that the City chooses to install the sanitary system improvements described above, Developer shall grant to the City by executed instruments, without charge to the City, easements in a form acceptable to the City for those locations not within the public right-of-way that are necessary for the development of adjacent properties.
 - a. Timing of Sanitary Sewer Connection Fee Payments. In the event that the City chooses to install sanitary sewer system improvements and to establish sanitary sewer utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3), as described in 5, supra, Developer shall, upon approval of every Final Plat, pay a connection fee to the City for the "benefitted area." For a period of ten years from the date of this Agreement, "benefitted area" shall be those gross acres included in the Final Plat excluding unbuildable outlots, compared to the total gross acres of the Site,. After ten years from the date of this agreement, "benefitted area" shall be all gross acres contained within the Final Plat, plus all remaining gross acres in the Site, including unbuildable outlots, that have not previously been included within a benefitted area for which connection fee has been paid. It is the intent of this paragraph that upon approval of the first Final Plat occurring more than ten years from the date of this agreement, the total connection fee attributable to the Site shall be paid in full.
6. In the event the City installs the sanitary sewer system improvements outside of the Site as described in paragraph 5 above, Developer agrees to install sewer main extensions in the dimensions and locations generally described and indicated from Point 2 to Point 4 and from Point 3 to Point 5 on Attachment H. Upon completion of said sewer main extensions and at the request of Developer, the City shall, subject to its governmental discretion, establish such districts with respect to the areas of land that are west of the Site depicted on Attachment H, but that may be served and benefited by the extension of sanitary sewer utilities from Point 2 to Point 4 pursuant to this Paragraph; and the money collected by the City by virtue of such districts shall be disbursed to the Developer to such extent and in such amounts as the City shall determine to be an equitable adjustment for the benefit provided to the areas within such districts by virtue of the Developer's construction of the sanitary sewer utility facilities as described in the Paragraph.

D. Storm Sewers and Storm Water Management

1. The Developer shall show on the Final Plat of any subdivision of the Site, and grant to the City, without charge, easements in a form acceptable to the City for installation and maintenance of public storm sewers and public storm water conveyances and storm water management facilities required for approval of any plat of subdivision of the Site for those locations not within the public right-of-way.
2. Unless otherwise agreed by the Parties, the Developer shall, at a time of Developer's choosing, but no later than the approval of a Final Plat, install or deposit cash or security in a form acceptable to the City Attorney for storm sewers, storm sewer appurtenances, and storm water structures, as generally shown on Attachment E and a preliminary plat at the sole cost and expense of the Developer, and at no cost or charge to the City, for the purpose of managing both the quantity and quality of storm water discharge.
3. The Owners' Association shall be responsible for routine maintenance of the storm water management facilities and surface water flowage areas, excluding areas within the public right of way, that are deemed necessary by the City, including maintenance and repair of the subdrain pipes associated with the storm water management facilities, collection of trash and debris that is found on such areas, and the management of grass and vegetation on such areas and controlled as appropriate and permitted. If the Owners' Association fails to perform such maintenance work, City may provide written notice and reasonable time to perform said work. If the required work is not done within the time specified by the City, the City may perform the work and the City's cost to do so shall be the obligation and the debt of the Owners' Association and a lien against any and all benefited properties.
4. The City shall assist and support any efforts by the Developer to obtain DNR, WIRB, or other funding for the Developer's project that may be available for the storm water quality systems, wetlands, dams, prairie restoration or the like.

E. Sidewalks and Shared Use Paths

1. Developer shall cause sidewalks and shared use path way system to be constructed at the Developer's expense and to the specifications of the City with respect to each platted lot at such time as a principal building is completed on the lot, but not later than two years after approval of the plat of subdivision for such lot. Sidewalks shall be required only on one side of streets. All lots, however, shall have direct access to sidewalks or the pathway system.
2. The Developer shall install a shared use path, to the specifications of the City, adjacent to the railroad tracks, within two years of approval of the initial Final Plat. The City shall maintain this shared use path. Developer shall provide easement at no cost to City as indicated on a preliminary plat.

F. Electric

1. Street Lights. Within the service territory of the Ames Municipal Electric System, the City shall install street lights in accordance with City standards, and the

Developer shall pay all of the City's costs of said installation within the Ames Electric Service Area. Thereafter, costs of operation and maintenance of the street lights shall be paid by the City.

2. Outside the Ames Electric Service Territory, Developer shall arrange with Midland Cooperative for installation of street lights in accordance with City standards. Thereafter, the City shall pay costs of operation.
3. Miscellaneous. Extension of electric service and any relocation of existing electric facilities, as required by the Developer's construction, will be at the Developer's sole expense and in conformity with City's policy.

G. Street Tree Planting Plan

The Developer shall install, at its sole cost and expense, trees to be planted on the Site in accordance with the subdivision ordinance requirements.

H. Building Requirements

1. Phosphate-Free Fertilizer. The Developer shall include a covenant binding on all platted lots, prohibiting the use or application of any fertilizer or lawn additive that contains phosphate.
2. Sprinkler System. The Developer shall include a covenant, binding on all platted lots, that any residential building shall include a fire sprinkler system that is in accordance with National Fire Protection Standard 13D and, if applicable, in compliance with the Building Code.

**VI.
DIVISION OF LAND**

Developer may request, prior to a voluntary annexation of the area legally described in Attachment A, the separate platting of a lot included within the south side of said area that is no more than one hundred and thirty (130) feet from north to south and extends in an east/west direction along all, or a portion of, the area legally described in Attachment A (this lot shall hereinafter be referred to as "Lot AA"). In such event, the City will allow Developer to exclude Lot AA from the area sought to be voluntarily annexed.

**VII.
MODIFICATION OF AGREEMENT**

The parties agree that this Agreement may be modified, amended or supplemented by written agreement of the parties.

**VIII.
SECURITY**

The Developer shall install, and dedicate to the City, as set forth herein, all public improvements required for approval of any or each plat of subdivision of the Site prior to approval of such Final Plat or execute an improvement agreement to guarantee the completion of all such required public improvements, and provide to the City as security for the completion of that work, an "improvement guaranty" as stated in Section 23.409 of the Municipal Code of the City of Ames, Iowa.

**IX.
COVENANTS RUN WITH THE LAND**

This Agreement shall run with the Site and shall be binding upon the Developer, its successors and assigns. Each party hereto agrees to cooperate with the other in executing a Memorandum of Agreement that may be recorded in place of this document.

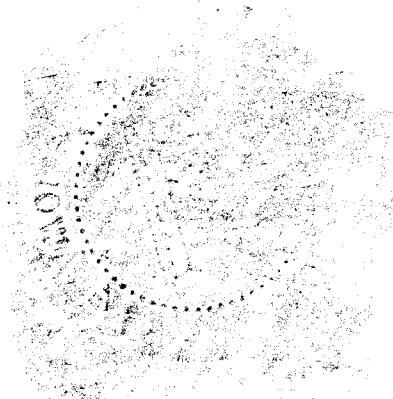
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective as of the date first above written.

CITY OF AMES, IOWA

By: *Ann H. Campbell*

STORY COUNTY LAND, L.C.

By: *Dwayne McAninch*
DWAYNE McAninch



ROSE PRAIRIE
STORY COUNTY LAND DESCRIPTION

PARCEL 'C' IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "AMENDED PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER, STORY COUNTY, IOWA, ON NOVEMBER 30, 1998, AND RECORDED AS INST. NO. 98-16564, SLIDE 10, PAGE 3, **EXCEPT** THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION.

AND

PARCEL 'E' IN THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5 P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER, STORY COUNTY, IOWA, ON NOVEMBER 13, 1998, AS INST. NO. 98-15763, SLIDE 9, PAGE 1.

ATTACHMENT A

STURGES PROPERTY DESCRIPTION

PARCEL 'A' OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) IN SECTION 21, TOWNSHIP 84 NORTH, RANGE 24 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, ON MAY 31, 1996, AS INSTRUMENT NO. 96-05211, IN BOOK 13 AT PAGE 249.

ATTACHMENT B

RESOLUTION NO. 10-345A

**RESOLUTION APPROVING SEVERANCE OF A PARCEL OF
LAND IN THE CITY UPON THE OCCURRENCE
OF CERTAIN CONDITIONS PRECEDENT**

WHEREAS, on even date herewith, the Ames City Council has approved entering into "An Agreement Pertaining to the Voluntary Annexation, Rezoning and Subdivision Platting and Development of Land to be in the City of Ames called Rose Prairie Subdivision" (the "Agreement") with Story County Land, L.C. Pursuant to the terms of the Agreement; and

WHEREAS, it is the intent of the parties that the Site identified in the Agreement is or shall be annexed into the City; and

WHEREAS, subsequent to annexation into the City, the parties understand that certain events are contemplated to occur (identified as "Conditions Precedent" in the Agreement); and

WHEREAS, in the event the Site has been voluntarily annexed into the City and the City Council fails to rezone the site as Suburban Residential Low-Density (FS-RL), the parties agree that the annexation of the Site may not be proper.

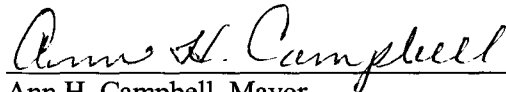
NOW, THEREFORE, BE IT RESOLVED by the City Council of Ames, Iowa, that in the event the City Council fails to rezone the Site as contemplated herein and the unanimous consent of all owners of the area comprising the Site set out in the Agreement is received by the City, then:

- 1) The Site, upon receipt of the unanimous consent, is hereby approved as severed from the City pursuant to Iowa Code Section 368.8;
- 2) The equitable distribution of the assets and assumption of liabilities shall be that such assets and liabilities shall remain with those entities that possess the asset and/or liabilities on the day of the severance; and
- 3) Upon receipt by the City of the unanimous consent, the City Clerk is directed to file a copy of the resolution, map and a legal description of the Site with the County Board of Supervisors, Secretary of State and State Board of Transportation. The City Clerk shall also record a copy of the map and resolution with the County Recorder.

Such acts are hereby passed and approved by the City Council of Ames, Iowa, on this 20 day of July, 2010.



Diane Voss, City Clerk



Ann H. Campbell, Mayor

ATTACHMENT F

**SPECIAL ASSESSMENT
CONTRACT AND WAIVER
GRANT AVENUE PAVING PROJECT
AMES, IOWA**

THIS AGREEMENT made and entered into by and between the City of Ames, Iowa, (hereinafter referred to as the "City"), and the undersigned property owners in the City, (hereinafter referred to as the "Property Owners"), and the undersigned lienholders (hereinafter referred to as the "Lienholders") who hold liens on certain property of the Property Owners;

WITNESSES THAT:

WHEREAS, each of the Property Owners is respectively the owner of the tracts of real estate set opposite their name; and,

WHEREAS, the undersigned Property Owners desire that the public improvements (hereinafter referred to as the "Project") described in the Appendix hereto be accomplished; and,

WHEREAS, such construction or repair will specifically benefit the respective properties of the Property Owners; and,

WHEREAS, the City has the power to accomplish such Project and assess the cost thereof to the Property Owners pursuant to Chapter 384 of the Iowa Code; and,

WHEREAS, a Proposed Schedule of Assessments has been prepared for the Project listing the proposing amount of assessments to be levied against the below listed properties for the Project;

NOW, THEREFORE, IN CONSIDERATION OF THE AFORESAID, IT IS AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

The Property Owners, City, and Lienholders, by execution of this Agreement, agree and intend that this Agreement shall constitute a written contract as provided for in Section 384.41 of the Iowa Code for a public improvement to be paid in whole by special assessments to be levied against the below listed properties of the undersigned Property Owners.

FURTHER, it is understood and agreed that the costs of the Project may be financed by the issuance and sale of general obligation bonds of the city, payment of the principal and interest thereon, and all costs of issuance, interim borrowing, legal fees, engineering, or whatever to be included in and fully abated by the aforesaid assessment as provided for herein.

FURTHER, the City by execution of this Agreement, agrees, as soon as practicable to proceed to take any and all action required by Chapter 384 of the Iowa Code or any and all other actions required by law to be taken in order to complete the Project.

FURTHER, Property Owners and Lienholders agree that in consideration of the city proceeding to complete the project, the Property Owners and Lienholders each, by execution of this Agreement:

1. Waive notice to Property Owners by publication and mailing as provided by Section 384.50 of the Iowa Code.
2. Waive the right to a hearing on the making of the improvement, the boundaries of the special assessment district, the cost of the Project, the assessment against any lot or the final adoption of the resolution of necessity as provided for in Section 384.51 of the Iowa Code.
3. Consent to the adoption of a preliminary resolution, a plat, schedule of assessments and cost estimate, and resolution of necessity by the City for the Project.
4. Waive any objections to the Project, the boundaries of the district, the cost of the Project, the valuation of any lot, the assessment against any lot, or the final adoption of the resolution of necessity.
5. Agree that the amount and proportion of the cost of the construction or repair of the above-described improvement to be paid by the Property Owners, as ascertained and determined by the Council of the City, shall constitute assessments against the respective properties described in the attached appendix and that said assessments shall be paid by the undersigned Property Owners within the time provided by law for the payment of special assessments for such improvement.
6. The right to request deferment for agricultural land is hereby waived.
7. Waive the limitation provided in Section 384.62 of the Iowa Code that an assessment may not exceed twenty-five (25) percent of the value of the Property Owners' and Lienholders' lot as defined in Section 384.37(5) of the Iowa Code.
8. Waive notice to Property Owners by publication and mailing as provided by Section 384.60 of the Iowa Code (relating to notice of certification to County Auditor of final schedule of assessments).
9. Warrant that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by the Lienholders hereinafter listed and designated as signatories of this Agreement.
10. Agree to subordinate the sale of any part of the real estate listed below to the terms of this Agreement.
11. If the Project in this agreement, or the assessment is declared in whole or in part invalid or beyond the City's authority, the parties agree to nevertheless pay the assessed amounts stated pursuant to this agreement.

FURTHER, each of the Lienholders, by execution of this Agreement, individually:

1. Agrees and consents to the initiation of this public improvement as authorized by Section 384.41(1) of the Iowa Code in order that the special assessments for the cost of the Project shall be liens on the below listed properties to the same extent as provided in Section 384.65(5) of the Iowa Code.
2. Agrees and consents that their lien or liens shall be junior and inferior to the lien of the assessment levied pursuant to this Agreement.
3. That all the foregoing covenants, agreements, waivers and consents shall be binding on and inure to the heirs, devisees, executors, administrators, successors and assigns of any and all said lienholders.

FURTHER, as provided by the second unnumbered paragraph of Section 384.61 Code of Iowa, if a Property Owner divides the property subject to assessment (as described in the appendix hereto) into two or more lots, and if the plan of division is approved by the City Council, the lien on the property assessed may be partially released and discharged, with respect to any such lot, by payment of the amount calculated as determined by the City Council.

Parcel No. 05-21-200-120
Parcel No. 05-21-400-115

PROPERTY OWNER

STORY COUNTY LAND, L.C.

By: Dwayne McAninch
Dwayne McAninch, Manager

STATE OF IOWA, STORY COUNTY, ss:

This instrument was acknowledged before me on July 22, 2010, by Dwayne McAninch, as Manager of Story County Land, L.C.

Nita Mitchell
Notary Public in and for the State of Iowa

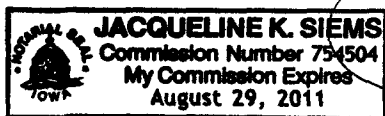
Fidelity Bank, Lienholder

By: Bruce D. Greenfield, President & CEO



STATE OF IOWA, COUNTY OF DALLAS, ss. On this 22nd Day of July, 2010, before me, a Notary Public in the state of Iowa, personally appeared Bruce D. Greenfield, to me personally known, who being by me duly sworn or affirmed did say that that person is PRESIDENT & CEO of said entity, that (the seal affixed to said instrument is the seal of said entity or no seal has been procured by said entity) and that said instrument was signed and sealed, if applicable on behalf of said entity by authority of its board of directors/partners/members and the said PRESIDENT and CEO acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

My commission expires:



Jacqueline K. Siems V.P.
Notary Public in and for State of Iowa

Grant Avenue Paving Project – Proposed Schedule of Assessments
Hyde Avenue to W 190th Street

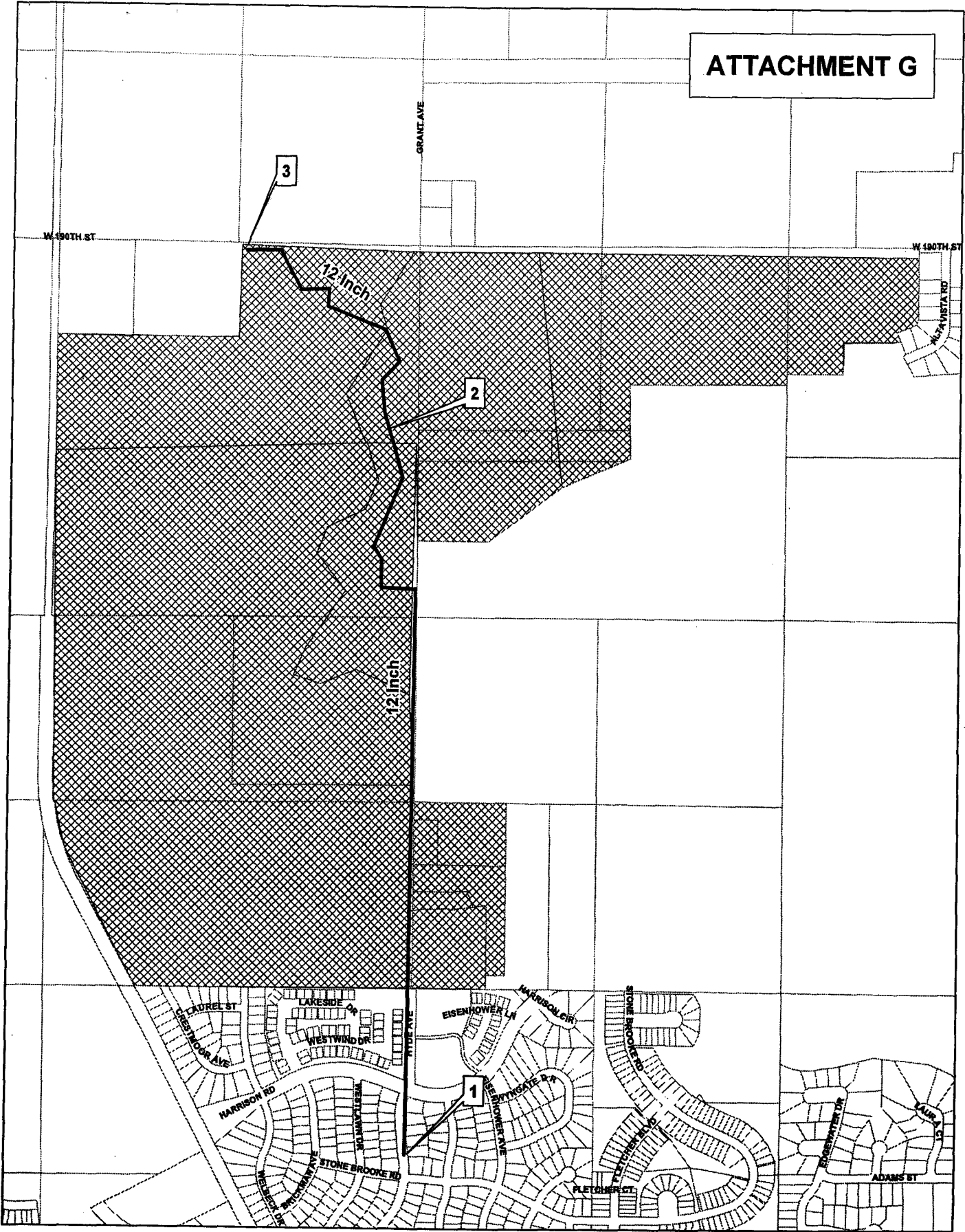
	Name and Address	Legal Description	Assessment	Percent of Cost
1	Story County Land LC 6800 Lake Dr, Ste 125 West Des Moines, IA 50266-2504	NE ¼ Parcels 'E' & 'F', Slide 9 Pg 1, Story County, Iowa <u>Address: 2250 W 190th St</u> <u>(05-21-200-120)</u>	\$844,339.40	28
2	Story County Land LC 6800 Lake Dr, Ste 125 West Des Moines, IA 50266-2504	SE ¼ Parcel 'C', Slide 10 Pg 3, Ex S ½ SE, Story County, Iowa <u>Address: Franklin Township</u> <u>(05-21-400-115)</u>	\$257,900.48	9
3	Hunziker, Erben & Margaret Hunziker Apartments LLC 105 S 16 th St Ames, IA 50010-8009	S ½ SE Ex Parcel 'D', Slide 10 Pg 3 & Ex RR ROW, Story County, Iowa <u>Address: 4397 Grant Ave</u> <u>(05-21-400-310)</u>	\$584,661.31	20
4	Hunziker Land Development Co LLC 105 S 16 th St Ames, IA 50010-8094	S ½ Bg 540.9' NW ¼ CR NE 510.4' NE 648.2' NE 479.6' W 1479.9' S 557.4' to Beginning, Story County, Iowa <u>Address: Franklin Township</u> <u>(05-22-100-320)</u>	\$100,514.84	3
5	Quarry Estates LLC 100 6 th St Ames, IA 50010-6338	NW NW Ex Road, Story County, Iowa <u>Address: Franklin Township</u> <u>(05-22-100-100)</u>	\$233,057.77	8
6	Quarry Estates LLC 100 6 th St Ames, IA 50010-6338	NE NW Ex BG 965.2' S NE CR W 1109.2' S to LN W TO LN N TO PT E TO BEG, Story County, Iowa <u>Address: Franklin Township</u> <u>(05-22-100-205)</u>	\$92,698.73	3
7	Quarry Estates LLC 100 6 th St Ames, IA 50010-6338	Parcel 'H' W ½ NE, Slide 112 Pg 5, Story County, Iowa <u>Address: 904 W 190th St</u> <u>(05-22-200-110)</u>	\$180,678.04	6
8	City of Ames 515 Clark Ave Ames, IA 50010-6135	Parcel 'J' NW, Slide 112 Pg 3, Ames, Iowa <u>Address: 5300 Grant Ave</u> <u>(05-22-100-340)</u>	\$431,969.88	15
9	City of Ames 515 Clark Ave Ames, IA 50010-6135	NW SW, Ames, Iowa <u>Address: 5000 Grant Ave</u> <u>(05-22-300-100)</u>	\$253,206.26	8
			\$2,979,026.71	100.0

Appendix to Special Assessment Contract and Waiver for the Grant Avenue Paving Project

Grant Avenue Paving and Improvements Project

The improvements of Grant Avenue will consist of the paving of a 31-foot wide, two-lane pavement section from the City of Ames northern City limit to its terminus at W. 190th Street. This road will be built to current collector street standards adopted by SUDAS. The pavement shall include all associated appurtenances for the construction of the road including but not limited to grading, storm sewers, subdrains, subbase, subgrade preparation, and restoration activities. The engineering of the road could also include curb cut and concrete flume engineering details as outlined in Attachment E.

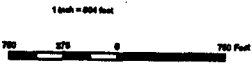
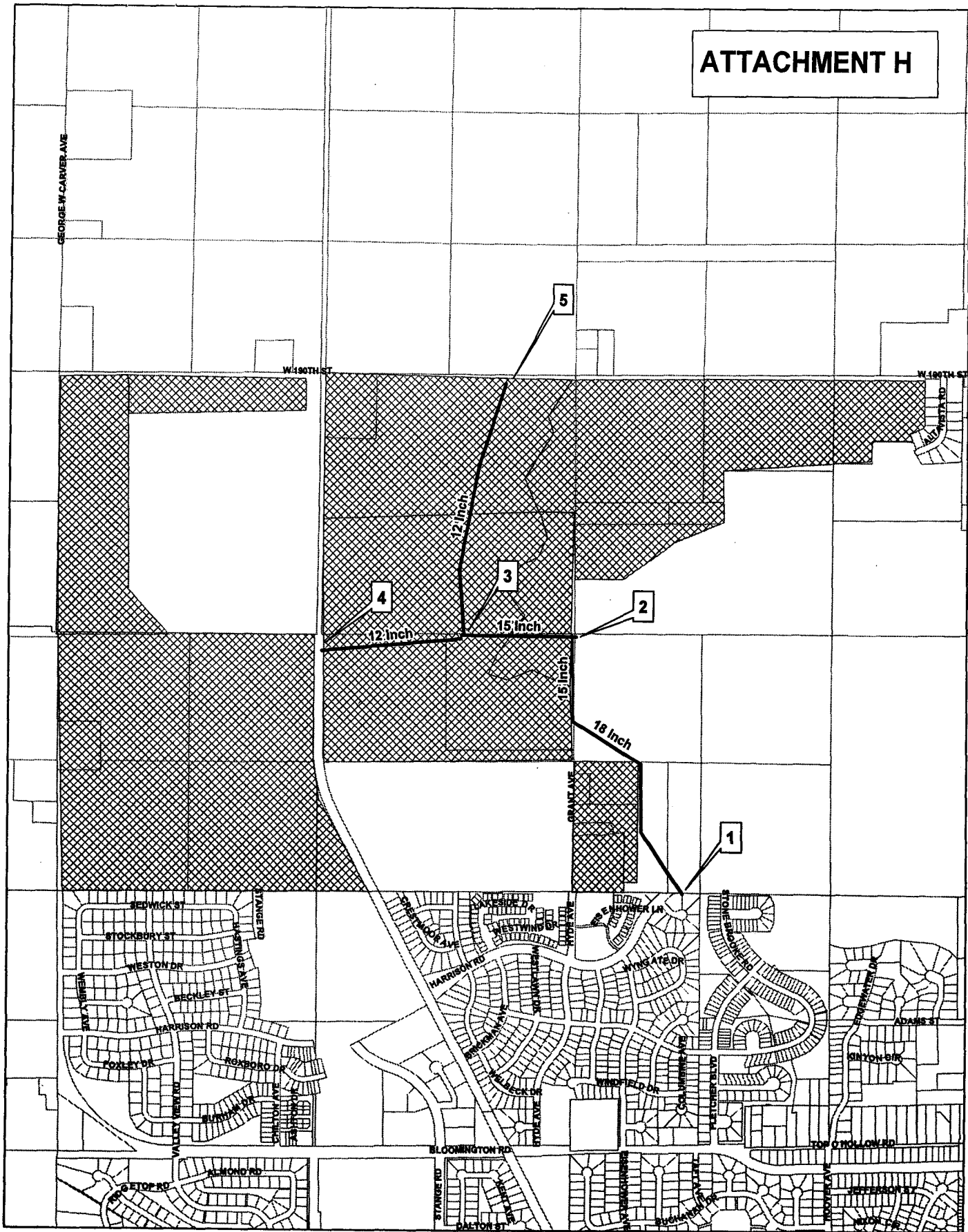
ATTACHMENT G



— Water Main [Cross-hatched box] Potential Water Connection District



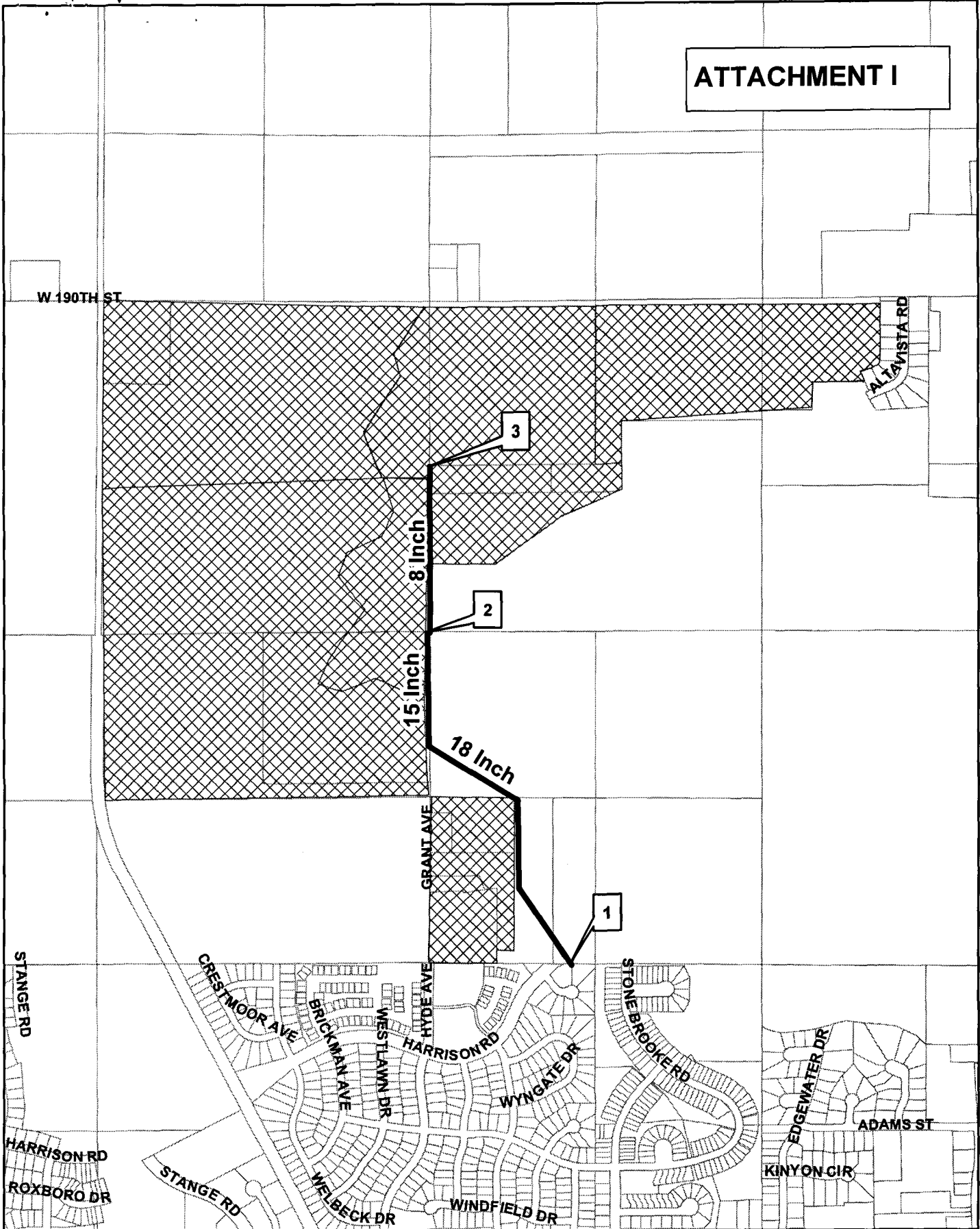
ATTACHMENT H



— Sanitary Sewer Main  Potential Sanitary Connection District



ATTACHMENT I



1 inch = 1,039 feet
520 260 0 520 Feet

— Sanitary Sewer Main  Potential Sanitary Connection District

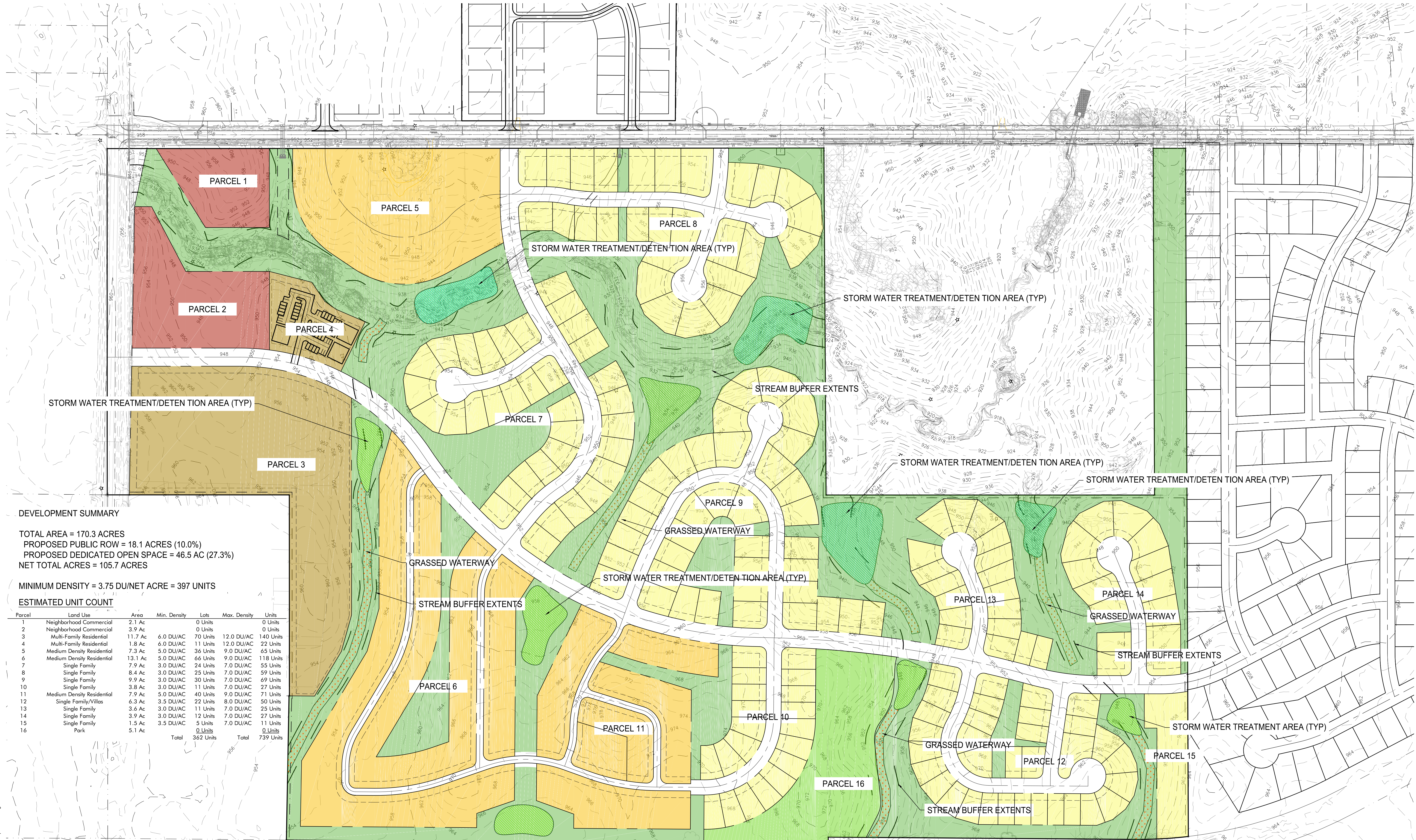


3.28.16

1. Section II.D - Section II.D- States the land is to be rezoned as suburban residential low density (FS-RL). We are requesting rezoning of the site with a Master Plan for FS-RL, FS-RM, and for convenience commercial zoning. We request to remove from the agreement the development plan that is shown as Exhibit D and replaced with the attached master plan dated March 2016.
2. Section V.B.6.a - This section requires that a pro-rata share of the water cost be paid each time a parcel is platted. In addition its states the total connection fee for the water costs on Grant Avenue are to be paid in full 10 years after the date of the original agreement. Therefore 100% of Rose Prairie's portion of the water main on Grant is to be paid in full by July 10, 2020 (only 5 years from now). We are requesting the 10 year timeline start on a date that is mutually agreed upon by the city and the developer.
3. Section V.C.6 - It is our understanding that an 8" Sanitary Sewer was extended to the site for our use. We agree to extend an 8" Sanitary Sewer to the plat boundary of each plat as the project progresses.
4. Section V.E.2 - States the Developer shall install a "shared use path" adjacent to the railroad tracks within two years of the initial final plat. We understand this shared use path is to be constructed along Grant Avenue instead of adjacent to the Railroad Tracks.
5. Section V.H.2 - Requires sprinkler systems be installed in residential buildings. We request this section be entirely deleted similar to the Hunziker and Freidrich's property to the south and east of Rose Prairie.

Additional requests not in the original pre-annexation agreement:

6. The City is requesting, and the Developer is willing, to sell up to five (5) acres of land to the City for a public park. The park will be located approximately as shown on the revised concept and have access off a road. We are proposing to sell the land for \$30,000 per acre to the City, plus the per acre cost charged to the Rose Prairie land for all off-site streets, water, sewer, electric, etc., plus the cost of extending roads and/or utilities adjacent to the park property. These costs will be determined and paid for by the City at the time the developer constructs the adjacent infrastructure to serve the park land.
7. As the Rose Prairie developer, we may plat outlots as part of the overall master plan and these outlots may be sold to other developers. Therefore we are requesting to assign the terms of the amended agreement to other potential developers and therefore the connection fees for utilities and/or any street assessments imposed on Rose Prairie, will be transferred to the buyer of these outlots and the obligation to make whatever infrastructure payments, connection fees, etc. required by these outlots, will be an obligation of the buyer(s) of the outlots at the time of their platting, consistent with the terms of the amended development agreement.



DEVELOPMENT SUMMARY

TOTAL AREA = 170.3 ACRES
 PROPOSED PUBLIC ROW = 18.1 ACRES (10.0%)
 PROPOSED DEDICATED OPEN SPACE = 46.5 AC (27.3%)
 NET TOTAL ACRES = 105.7 ACRES

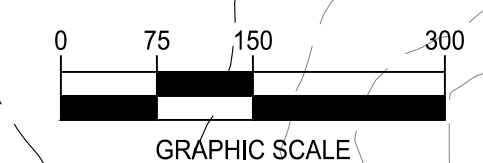
MINIMUM DENSITY = 3.75 DU/NET ACRE = 397 UNITS

ESTIMATED UNIT COUNT

Parcel	Land Use	Area	Min. Density	Lots	Max. Density	Units
1	Neighborhood Commercial	2.1 Ac		0 Units		0 Units
2	Neighborhood Commercial	3.9 Ac		0 Units		0 Units
3	Multi-Family Residential	11.7 Ac	6.0 DU/AC	70 Units	12.0 DU/AC	140 Units
4	Multi-Family Residential	1.8 Ac	6.0 DU/AC	11 Units	12.0 DU/AC	22 Units
5	Medium Density Residential	7.3 Ac	5.0 DU/AC	36 Units	9.0 DU/AC	65 Units
6	Medium Density Residential	13.1 Ac	5.0 DU/AC	66 Units	9.0 DU/AC	118 Units
7	Single Family	7.9 Ac	3.0 DU/AC	24 Units	7.0 DU/AC	55 Units
8	Single Family	8.4 Ac	3.0 DU/AC	25 Units	7.0 DU/AC	59 Units
9	Single Family	9.9 Ac	3.0 DU/AC	30 Units	7.0 DU/AC	69 Units
10	Single Family	3.8 Ac	3.0 DU/AC	11 Units	7.0 DU/AC	27 Units
11	Medium Density Residential	7.9 Ac	5.0 DU/AC	40 Units	9.0 DU/AC	71 Units
12	Single Family/Villas	6.3 Ac	3.5 DU/AC	22 Units	8.0 DU/AC	50 Units
13	Single Family	3.6 Ac	3.0 DU/AC	11 Units	7.0 DU/AC	25 Units
14	Single Family	3.9 Ac	3.0 DU/AC	12 Units	7.0 DU/AC	27 Units
15	Single Family	1.5 Ac	3.5 DU/AC	5 Units	7.0 DU/AC	11 Units
16	Park	5.1 Ac		0 Units		0 Units
	Total			362 Units		739 Units

ROSE PRAIRE - REVISED DEVELOPMENT CONCEPT

2016.02.24



NICAD Project: AVE 221007.Dwg/Concept/Phase 2016 Concept 1-CL352.dwg 3/1/2016 1:42 PM