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

Prepared by: Judy K. Parks, Ames City Attorney, 515 Clark Ave., Ames, IA 50010; 515-239-5146
Return to: Ames City Clerk, Ames City Hall, P.O. Box 811, Ames, IA 50010

**MASTER PLAN/CONTRACT ZONING AGREEMENT BETWEEN DICKSON JENSEN
AND LUANN JENSEN AND THE CITY OF AMES
FOR THE BRICK TOWNE DEVELOPMENT AT 3115-3413 SOUTH DUFF AVENUE**

THIS AGREEMENT, (this “Agreement”) made and entered into this ____ day of _____, 2016, by and between the City of Ames, Iowa (hereinafter called “City”) and Dickson D. Jensen and Luann C. Jensen (hereinafter called “ the Developer”), their successors, heirs, and assigns.

WITNESSETH THAT:

WHEREAS, the Developer is seeking to improve and develop an area located at 3115, 3119, 3301, 3325, 3409 and 3413 South Duff Avenue and legally described as set out on Attachment A and depicted in Attachment B (collectively, the “Site”), which will be called the Brick Towne Development; and

WHEREAS, the Developer has applied to the City for rezoning of the Site from the present designations as HOC (Highway Oriented Commercial) and A (Agricultural) to HOC (Highway Oriented Commercial) and RH (Residential High Density), consistent with the Land Use Policy Plan; and

WHEREAS, the Developer has proposed a Master Plan to guide the general layout, design, and intensity of future development; and

WHEREAS, Developer and the City desire to enter into an agreement related to additional conditions for development of the Site which addresses storm water and off-site traffic impacts of the Site, and cost allocation for improvements related to those, in conjunction with granting the base zoning for the Site, as provided for under Iowa Code section 414.5.

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 Developer is owner of the Site which is being rezoned and that Developer expressly agrees to the imposition of additional conditions as authorized pursuant to Iowa Code section 414.5.
 2. Meet the Master Plan requirements pursuant to Section 29.1507(5) of the City of Ames Municipal Zoning Code.
 3. Provide for completion of storm water improvements for the land being rezoned as well as for additional land in the vicinity in a manner consistent with the Teagarden Drainage Study.
 4. Provide for off-site street and bicycle path improvements required for the development which is contemplated to occur on the Site, as well as provide for rehabilitation and widening of South Duff Avenue and signalization of the intersection of South Duff Avenue with Crystal Street.
 5. Ensure that street frontage improvements are completed along the Site frontage of South Duff Avenue and that those are connected across the cemetery frontage; and
 6. Allow for cost allocation of the storm water and off-site street traffic improvements between the parties.

**II.
STORM WATER MANAGEMENT IMPROVEMENTS AND COST**

The Developer is responsible for all storm water management for the Site.

It is also known that storm water flows from west of the Site into the Teagarden residential area east of South Duff Avenue. It would be desirable to the City to incorporate enhanced storm water management in this area.

In conjunction with the construction of its storm water improvements for the Site, the Developer agrees to build and provide additional storm water improvements in a capacity sufficient to provide adequate storm water management for the Teagarden area and in accordance with the Teagarden Drainage Report dated August, 2015. The Developer will bear the cost for all of these improvements. The Developer will design the improvements subject to the City's specifications and will install them only after review and approval has been given by the City of Ames Public Works Department.

The storm water detention facilities and other improvements shall be completed prior to occupancy of any structure on the Site, or by October of 2018, whichever occurs first.

III. OFF-SITE TRANSPORTATION IMPROVEMENTS AND COST

South Duff Avenue (also known as U.S. Highway 69) is in need of widening and signalization as off-site traffic improvements to meet the development needs of the Site. South Duff Avenue will be widened to three lanes in the vicinity of the Site.

Plans for the South Duff improvements are incomplete at this point, but all South Duff Avenue improvements are subject to approval by the Department of Transportation. Preliminary plans identify the widening principally along the west side of South Duff Avenue. However, in the event there is no reasonable alternative to widening to the east, and any of the improvements cause the need for relocation of the Ames Electric transmission lines or poles, the City and the Developer shall share equally in the cost of their relocation, with a cost not to exceed \$375,000 for the Developer.

The City, at its sole cost, will install a traffic signal at the intersection of Crystal Street and South Duff Avenue.

The City, at its sole cost, will install a shared use path south from its current terminus at the State Nursery property.

The City will complete off-site transportation improvements as described above. However, the Developer, at its sole cost, is responsible for dedication of required right of way and for street frontage improvements that are not related to South Duff Avenue street widening, including, but not limited to, the construction of a five-foot wide sidewalk. In addition, the Developer must install a five-foot wide sidewalk along the frontage of Story Memorial Gardens cemetery to connect the north and south frontages of the site.

Frontage improvements shall be completed commensurate with the phasing of residential development, or according to a timeframe directed by the City Council.

IV. MASTER PLAN AND DESIGN

The request for rezoning was accompanied by a Master Plan in accordance with Section 29.1507 of the Ames Municipal Code. The Master Plan is set out in Attachment C and is made a part of this contract. The development intensity of the Site is limited to a maximum of 700 dwelling units configured as one and two apartment dwellings.

The City and the Developer agree that the Master Plan set forth in Attachment C is the Master Plan for the proposed development of the Site and that any development shall be in compliance with said Master Plan as required by Section 29.1507(5) of the Ames Municipal Code. The Developer understands that site access from South Duff Avenue may be restricted by the City or

Department of Transportation and that shared access drives with the commercial and residential development will be required for development of the Site.

The Developer has stated an intent to make a desirable living environment with on-site amenities and features with development of the Site. The Developer agrees to incorporate recreational and lifestyle amenities commensurate with the phased development of the residential buildings of the Site. Additionally, the Developer shall incorporate architectural features into each building on the Site that helps to create identity as a residential community, enhance the building design, and provide architectural interest and relief elements to building massing. Additionally, the Developer shall incorporate a substantial amount of brick material with each building façade. Final approval of building design consistent with the design intent of this Agreement is subject to the approval by City Staff as part of the Site Development Plan approval process of Section 29.1502 of the Ames Municipal Code.

V.

NON-INCLUSION OF OTHER IMPROVEMENT OBLIGATIONS

The parties acknowledge and agree that this Agreement is being executed in contemplation of a conceptual plan for development, without further review or approval of subsequent specific plans for development of the Site. The parties acknowledge and agree that it is not possible to anticipate all the infrastructure requirements that the Developer may be required to complete to properly develop the Site. Therefore, the parties agree that all work done by and on behalf of the Developer with respect to, but not limited to, landscaping, sidewalks, building design, building construction and utilities, both on-site and off-site, shall be made in compliance with Iowa Code, SUDAS and all other federal, state and local laws and policies of general application, whether or not such requirements are specifically stated in this Agreement.

VI.

GENERAL PROVISIONS

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

B. Incorporation of Recitals and Exhibits. The recitals, together with any and all exhibits attached hereto, are confirmed by the parties as true and incorporated herein by reference as if fully set forth verbatim. The recitals and exhibits are a substantive contractual part of this Agreement.

VII.

COVENANTS RUN WITH THE LAND

This Agreement shall run with the land and shall be binding upon the Developer, its successors, subsequent purchasers 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.

<p>CITY OF AMES, IOWA</p> <p>By _____ Ann H. Campbell, Mayor</p> <p>Attest _____ Diane R. Voss, City Clerk</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this _____ day of _____, 2016, 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, who, being 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. _____ adopted by the City Council on the _____ day of _____, 2016, 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>	<p>_____ DICKSON D. JENSEN</p> <p>STATE OF IOWA, COUNTY OF _____, ss:</p> <p>This instrument was acknowledged before me on _____, 2016, by _____, Dickson D. Jensen.</p> <p>_____ Notary Public in and for the State of Iowa</p> <p>_____ LUANN C. JENSEN</p> <p>STATE OF IOWA, COUNTY OF _____, ss:</p> <p>This instrument was acknowledged before me on _____, 2016, by _____, Luann C. Jensen.</p> <p>_____ Notary Public in and for the State of Iowa</p>
---	---

Attachment A: Legal Description of Site

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'M' IN SECTION 14, TOWNSHIP 83, RANGE 24 WEST OF THE 5TH P.M. IN THE CITY OF AMES, STORY COUNTY, THENCE S00°13'53"W 35.0 FEET ALONG THE EAST LINE OF PARCEL 'J' AND THE EAST LINE OF THE SW1/4 OF SAID SECTION 14 TO THE POINT OF BEGINNING; THENCE S89°13'31"W 420.09 FEET; THENCE S00°14'42"W 476.40 FEET; THENCE N89°52'21"E 140.11 FEET; THENCE S89°58'25"E 229.80 FEET TO THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY #69; THENCE N89°39'06"E 50.24 FEET TO THE EAST LINE OF PARCEL 'J' AND THE EAST LINE OF THE SW1/4 OF SAID SECTION 14; THENCE N00°13'53"E 481.56 FEET ALONG THE EAST LINE OF PARCEL 'J' AND THE EAST LINE OF THE SW1/4 OF SAID SECTION 14 TO THE POINT OF BEGINNING.

AND

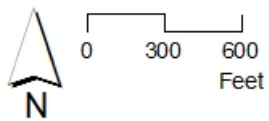
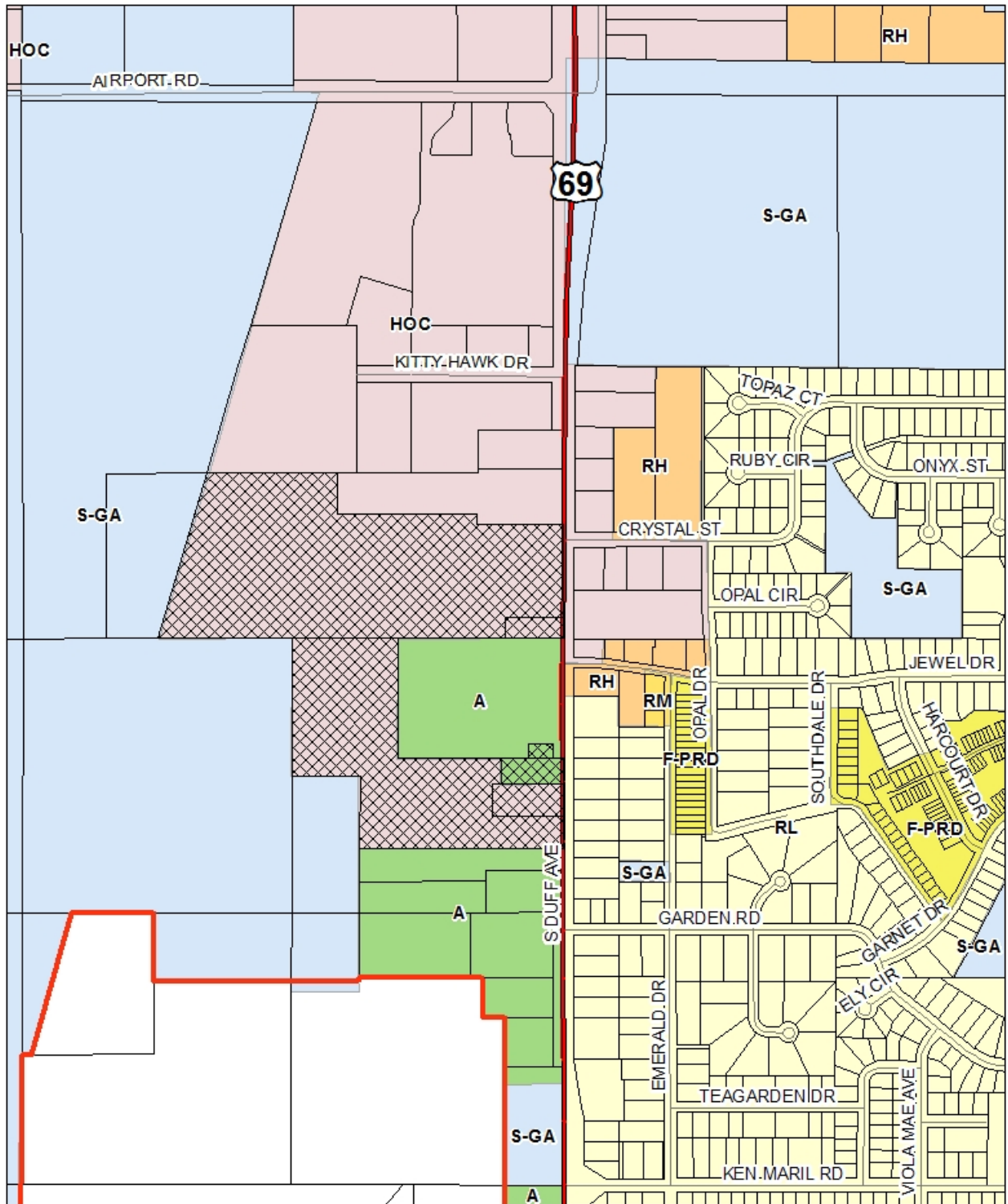
BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 'A' IN SECTION 23, TOWNSHIP 83, RANGE 24 WEST OF THE 5TH P.M. IN THE CITY OF AMES, STORY COUNTY, THENCE S89°51'54"W 986.44 FEET ALONG THE SOUTH LINE OF PARCEL 'A' TO THE SOUTHWESTERLY CORNER OF PARCEL 'A' IN SAID SECTION 23; THENCE N00°00'00"E 350.06 FEET ALONG THE WEST LINE OF PARCEL 'A' TO THE SOUTHWESTERLY CORNER OF PARCEL 'A' IN SAID SECTION 23; THENCE N89°53'54"W 329.99 FEET ALONG THE SOUTH LINE OF PARCEL 'A' TO THE SOUTHWESTERLY CORNER OF PARCEL 'A' IN SAID SECTION 23; THENCE N00°12'00"W 664.84 FEET ALONG THE WEST LINE OF PARCEL 'A' TO THE NW CORNER OF PARCEL 'A' AND THE NW CORNER OF NE1/4-NW1/4 IN SAID SECTION 23; THENCE S89°51'50"W 650.95 FEET ALONG THE SOUTH LINE OF PARCEL 'J' AND THE SOUTH LINE OF THE SW1/4-SW1/4 TO THE SOUTHWEST CORNER OF PARCEL 'J' IN SAID SECTION 14, TOWNSHIP 83, RANGE 24 WEST OF THE 5TH P.M. IN THE CITY OF AMES, STORY COUNTY; THENCE N16°34'15"E 834.78 FEET ALONG THE WEST LINE OF PARCEL 'J' TO THE NORTHWEST CORNER OF PARCEL 'J' IN SAID SECTION 14; THENCE N89°52'17"E 411.15 FEET ALONG THE NORTH LINE OF PARCEL 'J' IN SAID SECTION 14; THENCE N89°52'17"E 224.80 FEET ALONG THE NORTH LINE OF PARCEL 'J' TO THE NORTHERLY CORNER OF PARCEL 'J' IN SAID SECTION 14; THENCE S00°20'51"W 201.97 FEET ALONG THE EAST LINE OF PARCEL 'J' TO THE NORTHERLY CORNER OF PARCEL 'J' IN SAID SECTION 14; THENCE N89°52'20"E 379.10 FEET ALONG THE NORTH LINE OF PARCEL 'J' TO THE WEST CORNER OF PARCEL 'L' IN SAID SECTION 14; THENCE N89°53'15"E 296.11 FEET ALONG THE NORTH LINE OF PARCEL 'L' TO THE NORTHWEST CORNER OF PARCEL 'L' IN SAID SECTION 14; THENCE S00°08'41"W 15.83 FEET ALONG THE EAST LINE OF PARCEL 'L' TO THE NORTHERLY CORNER OF PARCEL 'J' IN SAID SECTION 14; THENCE S00°17'23"W 35.60 FEET ALONG THE EAST LINE OF PARCEL 'J' TO THE NORTHERLY CORNER OF PARCEL 'J' IN SAID SECTION 14; THENCE N89°13'34"E 420.08 FEET ALONG THE NORTH LINE OF PARCEL 'J' TO THE EAST LINE OF PARCEL 'J' AND THE EAST LINE OF THE SW1/4 IN SAID SECTION 14; THENCE S00°13'53" W 35.00 FEET ALONG THE EAST LINE OF PARCEL 'J' AND THE EAST LINE OF THE SW1/4 OF SAID SECTION 14; THENCE S89°13'31"W 420.09 FEET; THENCE S00°14'42"W 476.40 FEET; THENCE N89°52'21"E 140.11 FEET; THENCE S89°58'25"E 229.80 FEET TO THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY #69; THENCE N89°39'06"E 50.24 FEET TO THE EAST LINE OF THE SW1/4 OF SAID SECTION 14; THENCE S00°13'53"W 35.00 FEET ALONG THE EAST LINE OF THE SW1/4 TO THE SOUTH 1/4 CORNER OF SAID SECTION 14; THENCE S89°39'06" W 50.00 FEET ALONG THE NORTH LINE OF THE NE1/4-NW1/4 OF SAID SECTION 23 TO THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY #69; THENCE N89°58'25" W 229.87 FEET ALONG THE NORTH LINE OF THE

NE1/4-NW1/4 OF SAID SECTION 23; THENCE S89°52'21"W 522.62 FEET ALONG THE NE1/4-NW1/4 TO THE NORTHEAST CORNER OF PARCEL 'A' IN SAID SECTION 23; THENCE S00°18'46"E 578.72 FEET ALONG THE EAST LINE OF PARCEL 'A' TO THE NORTHERLY CORNER OF PARCEL 'A' IN SAID SECTION 23; THENCE N89°56'45"E 501.78 FEET ALONG THE NORTH LINE OF PARCEL 'A' TO THE NORTHEAST CORNER OF PARCEL 'A' IN SAID SECTION 23; THENCE N89°58'11"E 131.96 FEET; THENCE N00°23'45"W 68.04 FEET; THENCE N89°56'36"E 118.15 FEET TO THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY #69; THENCE S00°12'09"E 68.01 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY #69; THENCE N89°55'43"E 50.00 FEET TO THE EAST LINE OF THE NW1/4 OF SAID SECTION 23; THENCE S00°13'50"E 435.98 FEET ALONG THE EAST LINE OF THE NW1/4 OF SAID SECTION 23 TO THE POINT OF BEGINNING.

*THE EAST LINE OF PARCEL 'J', 'M' AND THE EAST LINE OF THE SW1/4 OF SECTION 14-83-24 IS ALSO THE CENTER LINE OF US HIGHWAY #69.

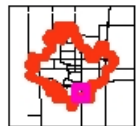
*THE EAST LINE OF PARCEL 'A' AND THE EAST LINE OF THE NW1/4 OF SECTION 23-83-24 IS ALSO THE CENTERLINE OF US HIGHWAY #69.

Attachment B: Location of Site



Legend

- Subject Site
- Ames City Limits

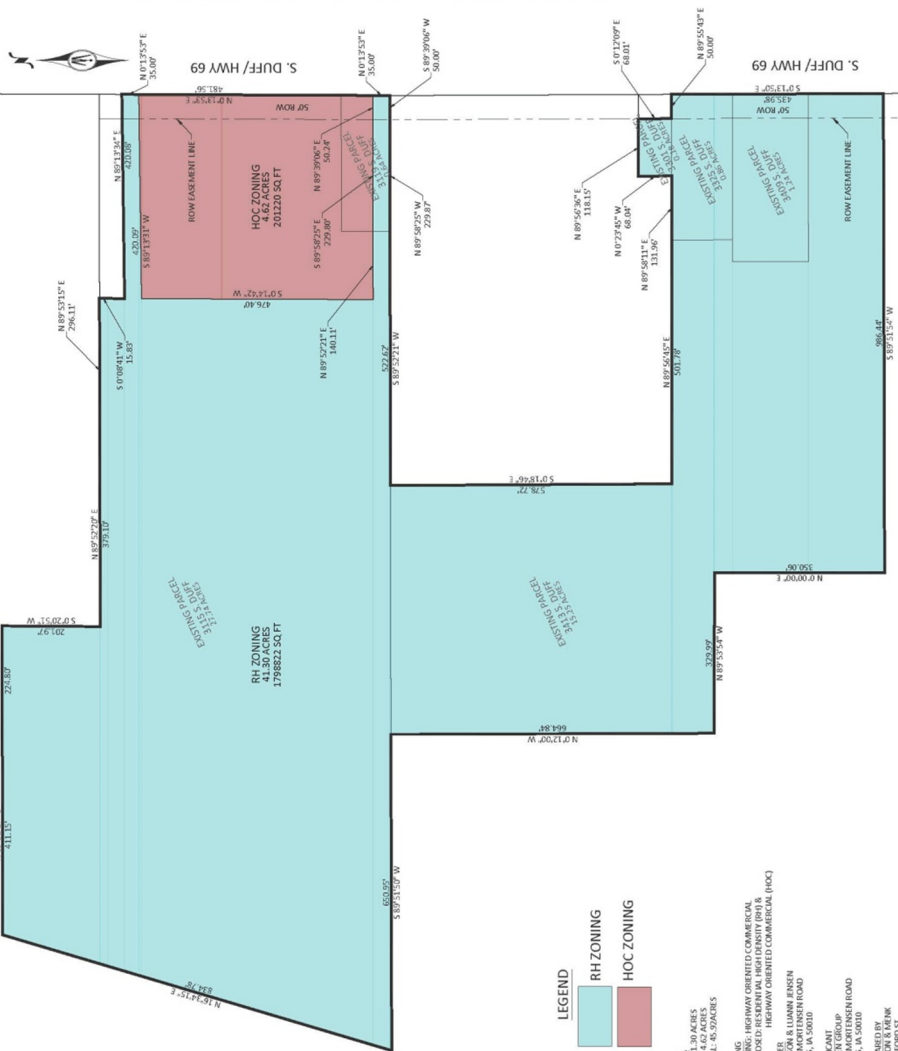


Attachment C: Master Plan

REZONING PLAN
BRICKTOWNE DEVELOPMENT
Jensen Group

LEGAL DESCRIPTIONS

3015 S. DUEFF
NORTHWEST QUARTER NE 1/4 OF THE NORTHWEST QUARTER NW 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 24 WEST OF THE 5TH P.M. IN THE CITY OF AMES, STORY COUNTY, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERN RIGHT OF WAY OF DUFF AVENUE AND U.S. HIGHWAY 69 WHICH IS 50 FEET NORTH 89°52'27" E 376.10 FEET; THENCE SOUTH 89°52'27" E 376.10 FEET; THENCE EAST 90°00'00" N 18.14 FEET; THENCE NORTH 89°52'27" E 118 FEET TO THE POINT OF BEGINNING.
3025 S. DUEFF
BEGINNING AT A POINT 526.1 FEET SOUTH OF THE CORNER OF THE NORTHWEST QUARTER NW 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 24 WEST OF THE 5TH P.M. IN THE CITY OF AMES, STORY COUNTY, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERN RIGHT OF WAY OF DUFF AVENUE AND U.S. HIGHWAY 69 WHICH IS 50 FEET NORTH 89°52'27" E 376.10 FEET; THENCE SOUTH 89°52'27" E 376.10 FEET; THENCE EAST 90°00'00" N 18.14 FEET; THENCE NORTH 89°52'27" E 118 FEET TO THE POINT OF BEGINNING.
3035 S. DUEFF
BEGINNING AT A POINT 526.1 FEET SOUTH OF THE CORNER OF THE NORTHWEST QUARTER NW 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 24 WEST OF THE 5TH P.M. IN THE CITY OF AMES, STORY COUNTY, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERN RIGHT OF WAY OF DUFF AVENUE AND U.S. HIGHWAY 69 WHICH IS 50 FEET NORTH 89°52'27" E 376.10 FEET; THENCE SOUTH 89°52'27" E 376.10 FEET; THENCE EAST 90°00'00" N 18.14 FEET; THENCE NORTH 89°52'27" E 118 FEET TO THE POINT OF BEGINNING.
3045 S. DUEFF
BEGINNING AT A POINT 526.1 FEET SOUTH OF THE CORNER OF THE NORTHWEST QUARTER NW 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 24 WEST OF THE 5TH P.M. IN THE CITY OF AMES, STORY COUNTY, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERN RIGHT OF WAY OF DUFF AVENUE AND U.S. HIGHWAY 69 WHICH IS 50 FEET NORTH 89°52'27" E 376.10 FEET; THENCE SOUTH 89°52'27" E 376.10 FEET; THENCE EAST 90°00'00" N 18.14 FEET; THENCE NORTH 89°52'27" E 118 FEET TO THE POINT OF BEGINNING.
3055 S. DUEFF
BEGINNING AT A POINT 526.1 FEET SOUTH OF THE CORNER OF THE NORTHWEST QUARTER NW 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 24 WEST OF THE 5TH P.M. IN THE CITY OF AMES, STORY COUNTY, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERN RIGHT OF WAY OF DUFF AVENUE AND U.S. HIGHWAY 69 WHICH IS 50 FEET NORTH 89°52'27" E 376.10 FEET; THENCE SOUTH 89°52'27" E 376.10 FEET; THENCE EAST 90°00'00" N 18.14 FEET; THENCE NORTH 89°52'27" E 118 FEET TO THE POINT OF BEGINNING.
3065 S. DUEFF
BEGINNING AT A POINT 526.1 FEET SOUTH OF THE CORNER OF THE NORTHWEST QUARTER NW 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 24 WEST OF THE 5TH P.M. IN THE CITY OF AMES, STORY COUNTY, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERN RIGHT OF WAY OF DUFF AVENUE AND U.S. HIGHWAY 69 WHICH IS 50 FEET NORTH 89°52'27" E 376.10 FEET; THENCE SOUTH 89°52'27" E 376.10 FEET; THENCE EAST 90°00'00" N 18.14 FEET; THENCE NORTH 89°52'27" E 118 FEET TO THE POINT OF BEGINNING.
3075 S. DUEFF
BEGINNING AT A POINT 526.1 FEET SOUTH OF THE CORNER OF THE NORTHWEST QUARTER NW 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 24 WEST OF THE 5TH P.M. IN THE CITY OF AMES, STORY COUNTY, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERN RIGHT OF WAY OF DUFF AVENUE AND U.S. HIGHWAY 69 WHICH IS 50 FEET NORTH 89°52'27" E 376.10 FEET; THENCE SOUTH 89°52'27" E 376.10 FEET; THENCE EAST 90°00'00" N 18.14 FEET; THENCE NORTH 89°52'27" E 118 FEET TO THE POINT OF BEGINNING.



LEGEND
RH ZONING
HOC ZONING

AREA: 43.38 ACRES
HOC: 4.62 ACRES
TOTAL: 45.97 ACRES

ZONING
EXISTING: HIGHWAY ORIENTED COMMERCIAL
PROPOSED: HIGHWAY ORIENTED COMMERCIAL (HOC)

OWNER
HEARTLAND PARTNERS LP
4611 MARTIN LUTHER ROAD
AMES, IA 50010

APPLICANT
JENSEN GROUP
4611 MARTIN LUTHER ROAD
AMES, IA 50010

PREPARED BY
BOLTON & MENK
AMES, IA 50010

SCALE: 1" = 200'
HORIZ. SCALE: 1" = 200'
VERT. SCALE: 1" = 200'

BOLTON & MENK, INC.
2170 E 12TH ST. AMES, IOWA 50010
PHONE: (515) 261-1212 FAX: (515) 261-1213
WWW.BOLTON-MENK.COM

DATE	ISSUE	DATE	BY

DATE	ISSUE	DATE	BY

DATE	ISSUE	DATE	BY

JENSEN GROUP
BRICKTOWNE DEVELOPMENT
REZONING PLAN

SHEET 1