

**COUNCIL ACTION FORM**

**SUBJECT: APPROVE ROADWAY EASEMENT FOR UNIVERSITY BOULEVARD PAVING**

**BACKGROUND:**

Story County has plans to pave University Boulevard from the roundabout at Collaboration Place south to 260<sup>th</sup> Street (near Black's Seed Farm). A portion of the needed right-of-way and easements is adjacent to future phases of the Iowa State University Research Park (ISURP). Because this is within the city limits of Ames, Story County has asked the City to obtain the easement in this area (see attached).

Staff consulted ISURP Administration officials who gave their support of the project along with agreement for granting the easement. With the land being controlled by the Board of Regents, City Attorney staff worked with ISU legal counsel to draft the easement and gain approval from the Regents.

**ALTERNATIVES:**

1. Approve the easement to the City from the Iowa State University Board of Regents which allows Story County to complete the paving of University Boulevard from Collaboration Place south to 260<sup>th</sup> Street.

In the future when ISU develops and plats this area of the Research Park, the land contained in this easement will be dedicated to the City as public right-of-way.

2. Reject the easement, which would require Story County to develop an alternative design to complete the project.

**MANAGER'S RECOMMENDED ACTION:**

With City Council approval of the easement, Story County will have all the necessary rights to build this road project, which is planned during the 2018 construction season. In addition, Story County will maintain the roadway after completion.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

Preparer: Paula DeAngelo, 3550 Beardshear Hall, Ames, IA 50011(515) 294-5352  
Return to: Kathy McKown, 200 General Services Building, Ames, IA 50011

### ROADWAY EASEMENT

This Roadway Easement Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of Regents, State of Iowa for the use and benefit of Iowa State University of Science and Technology (“Grantor”) and the City of Ames (“Grantee”)

WHEREAS, Grantor is the owner of certain real property located in the City of Ames, Story County, Iowa that is legally described as:

Outlot Z, Iowa State University Research Park, Phase III First Addition, Ames, Story County, Iowa (“Property”);

WHEREAS, the west 33 feet of the Property presently is subject to a public right of way easement and, pursuant to Iowa Code section 368.7A(2), is now a part of the municipal street system of the City of Ames;

WHEREAS, Grantee and Story County desire to improve an existing gravel road known as University Boulevard within the Grantee’s corporate limits and as 530th Avenue outside of Grantee’s corporate limits by reconstructing and paving University Boulevard south from the roundabout at Collaboration Place and the Iowa State University Research Park and 530th Avenue from Grantee’s corporate limits to 260th Street (“Roadway”) as part of a road paving project of Story County (“Project”); and

WHEREAS, municipal street construction standards require the widening of the public right of way for University Avenue from the existing 33 feet by an additional 17 feet to a total of 50 feet for the Roadway in part of the Property, and Grantee desires to make a record of the full extent of the new right of way area;

WHEREAS, the Roadway will benefit Grantor by: providing better and safer access to Iowa State University of Science and Technology teaching and research farm properties used daily by students, staff and faculty; supporting future Iowa State University Research Park development; and positioning the roadway network for further extension that will provide options for those traveling on a daily basis and for traffic management related to large events.

NOW, THEREFORE, Grantor, pursuant to Iowa Code §262.9(8) and in consideration of the payment of One Dollar and other considerations set forth in this Agreement, hereby grants to Grantee an easement consisting of the area outlined on Exhibit A, subject to the following terms and conditions:

1. Location: The easement granted pursuant to this Agreement shall be located upon and limited to the tract described in the legal description and depicted on the plat map document marked Exhibit A, which is attached and made part of this Agreement (“Easement Area”).
2. Use: Grantee shall use the Easement Area only for the purpose of constructing, reconstructing, using, maintaining, and repairing the Roadway as a public right of way, that may, at the Grantee’s option include, but is not limited to the paved traveled portion of the street, surface water drainage systems, sidewalks or shared use paths, and all appurtenant structures and fixtures. The parties acknowledge that the Easement Area and the Roadway will be a public right of way under the jurisdiction and regulatory authority of the Grantee and open to use by members of the public, and Grantor and Grantee may use the Roadway as other members of the public may use it.
3. Access: Grantee’s entrance upon the Grantor’s Property for the purpose of construction, reconstruction, use, maintenance, and repair of the Roadway shall be limited to the Easement Area shown in Exhibit A.
4. Construction: Grantor and Grantee shall each designate at least one representative to serve as its liaison to the other party regarding the initial Project. Grantee shall give notice to Grantor’s representative two weeks before initial construction of the Project is to begin on the Property and shall give a second notice 48 hours before initial construction of the Project is to begin on the Property. Upon request, Grantee shall provide Grantor with a copy of Grantee’s Project plans for initial construction of the Roadway on the Property. Grantee shall provide for one driveway entrance for the Property, the location of which Grantor and Grantee shall jointly determine.

Grantor’s property shall not be subjected to liens of any nature by reason of Grantee’s construction, maintenance or repair of the Roadway or by reason of any other act or omission of Grantee, including, but not limited to, mechanic’s and materialman’s liens. Grantee has no power, right or authority to subject Grantor’s property to any mechanic’s or materialman’s lien or claim of lien.

5. Utilities Crossings: All crossings of Grantor’s existing sewers, water lines, electric lines, tile lines, or other existing facilities shall be made in cooperation with and subject to the reasonable specifications of the engineer or other official of Iowa State University of Science and Technology in charge of such installations.
6. Restoration: As soon as reasonably possible after construction is complete, weather and season permitting, Grantee shall restore the Easement Area not utilized for the Roadway to its natural grade and previous condition or, if reasonably required by the construction, reconstruction, or repair, an improved grade and condition compatible therewith. As part of that effort, during construction Grantee shall remove and stockpile existing topsoil from areas to be excavated. Following construction of the Roadway, Grantee shall spread topsoil and seed areas within the Easement Area that are disturbed by the construction and not utilized for the Roadway.
7. Liability.
  - a. Damage to ISU Property. Grantee shall promptly notify Iowa State University of Science and Technology of any damage to the Easement Area, Property or other real or personal property of Iowa State University of Science and Technology (including but not limited to damage to crops, fences and field tiles) occurring while Grantee is constructing, maintaining or repairing the Roadway. At Grantor’s request, Grantee shall either repair or

replace the damaged property, reimburse Grantor for reasonable, documented expenses incurred by Grantor to repair or replace the damaged property or compensate Grantor for the loss of the property.

- b. Maintenance and Repair. As between Grantor and Grantee, Grantee shall be solely responsible for maintaining and repairing the Roadway, except any driveway aprons within the Easement Area provided for Grantor.
  - c. Third Party Claims. To the extent permitted by Chapter 670 of the Iowa Code and other applicable law, Grantee shall indemnify and hold harmless Iowa State University of Science and Technology, the Board of Regents – State of Iowa, the State of Iowa and their respective officers, employees and agents harmless from any claims, liabilities, damages, fines and expenses arising from the Roadway, use of the Easement Area by Grantee, or from any tort (as defined in Chapter 670 of the Iowa Code) arising from the acts or omissions of Grantee or its officers or employees.
  - d. Insurance. Grantee shall maintain appropriate insurance coverage or self-insure for liabilities that may arise from the activities set forth in this Agreement.
8. Rights Reserved & Limitations: Grantor reserves to itself and to Iowa State University of Science and Technology the right within the Easement Area to grant easements for or to construct sewers, water lines, electric lines, tile lines, or other facilities across or through the Easement Area in a manner that does not interfere with the Roadway and consistent with the fact that the Roadway shall be a part of the municipal street system. Grantor shall not erect or place within the Easement Area any building or other structure or improvement.
  9. Consideration: The consideration for the grant of this easement is the completion of the Roadway at no expense to Grantor and the benefits such Roadway will provide to Iowa State University of Science and Technology as outlined above.
  10. Duration: This easement is granted and all rights hereunder shall endure as long as the Grantee continues to use the same for a roadway. Whenever said use shall be discontinued, all rights granted herein shall terminate and revert to the Grantor. If the Property is ever subdivided, the Grantor shall, without cost to Grantee, convey fee title by permanent dedication of the right of way to Grantee subject to the approval of the Board of Regents, State of Iowa.
  11. Assignment Prohibited: This grant is to the Grantee only and cannot be assigned in whole or part to any other party without written consent of the Grantor, which shall not be unreasonably withheld.

Each and all the above terms, covenants and conditions are of the essence hereof, and Grantee, by accepting this instrument, covenants to comply and perform as so specified.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument by their lawfully designated officials as of the date first written above.

BOARD OF REGENTS, STATE OF IOWA

By: Mark Braun  
Mark Braun  
Executive Director

State of Iowa )  
County of Polk ) S.S.

On this 27<sup>th</sup> day of November, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared the executive director of the Board of Regents, State of Iowa, to me personally known, who being by me duly sworn, did say that he is Mark Braun, that the instrument was signed on behalf of and by the authority of the Board of Regents, State of Iowa and that Mark Braun was authorized to execute this instrument by vote of the Board of Regents, State of Iowa at its meeting on 19<sup>th</sup> day of October, 2017, and that the execution of this instrument is a voluntary act and deed of the Board of Regents, State of Iowa and of the executive director.

Laura M. Dickson  
Notary Public in and for Said County  
My Commission expires: 12.6.19



CITY OF AMES

By \_\_\_\_\_  
Ann H. Campbell  
Mayor, City of Ames

State of Iowa )  
County of \_\_\_\_\_ ) S.S.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said County in said State, personally appeared Ann H. Campbell, known to me and who executed the foregoing document and who acknowledged that she executed the same as a voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for Said County  
My commission expires: \_\_\_\_\_

EXHIBIT A

EASEMENT PLAT

INDEX LEGEND

LOCATION: OUTLOT Z, IOWA STATE UNIVERSITY RESEARCH PARK, PHASE III, FIRST ADDITION, AMES, IA.  
 REQUESTOR: CITY OF AMES  
 PROPRIETOR: BOARD OF REGENTS STATE OF IOWA  
 SURVEYOR: MYRON G. DARINGER  
 SURVEYOR COMPANY: CITY OF AMES  
 RETURN TO: CITY OF AMES, PUBLIC WORKS ENGINEER  
 515 CLARK AVE., AMES, IA 50010

515-239-5275

OWNER: BOARD OF REGENTS STATE OF IOWA FOR BENEFIT OF ISU

SURVEYOR'S REPORT

THIS SURVEY WAS PREPARED AT THE REQUEST OF THE CITY OF AMES FOR A PROJECT CALLED THE STORY COUNTY PCC PAVEMENT + GRADE AND NEW, ALL PRODUCED LINES, ANGLES, AND DISTANCES WERE MEASURED WITH A TRIMBLE R2 GPS UNIT.

EASEMENT DESCRIPTION

A PARCEL OF LAND WITHIN OUTLOT Z, IOWA STATE UNIVERSITY RESEARCH PARK, PHASE III FIRST ADDITION, TO THE CITY OF AMES, STORY COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5<sup>TH</sup> P.M., STORY COUNTY IOWA; THENCE N 00°23'57" W ON THE WEST LINE OF SAID OUTLOT Z, A DISTANCE 969.99 FEET; THENCE N 89°36'12" E, ON THE SOUTH LINE OF THE PUBLIC RIGHT OF WAY WEST AND ADJACENT TO LOT 5 OF SAID FIRST ADDITION, A DISTANCE OF 50.00 FEET; THENCE S 00°23'57" E, TO A POINT ON THE SOUTH LINE OF SAID OUTLOT Z, A DISTANCE OF 970.44 FEET; THENCE N 89°52'36" W, ON THE SOUTH LINE OF SAID OUTLOT Z, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED BOUNDARY CONTAINS 1.11 ACRES (48,509 S.F.), MORE OR LESS.

LINE	BEARING (M)	DISTANCE (M)	BEARING (P)	DISTANCE (P)
L-1	N 89°36'12" E	50.00'		
L-2	N 89°52'36" W	50.00'		
L-3	N 89°36'12" E	97.05'	S 89°36'00" W	97.00'
L-4	N 89°31'31" E	594.23'	S 89°32'18" W	594.16'
L-5	S 89°52'36" E	2644.12'	N 89°52'24" W	2644.20'


LEGEND

- MONUMENT FOUND, 1/2" REBAR W/ YELLOW CAP # 17151, UNLESS OTHERWISE INDICATED
- MONUMENT SET, 5/8" REBAR W/ ORANGE CAP # 19758

POB POINT OF BEGINNING

ROW RIGHT OF WAY

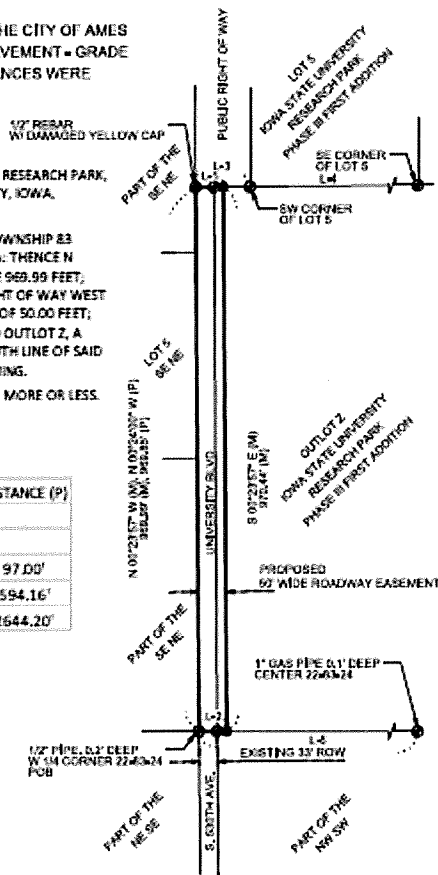
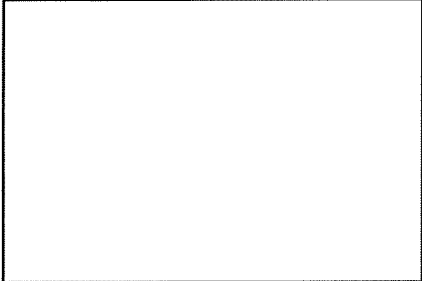
NOTE: ALL BEARINGS ARE ASSUMED.



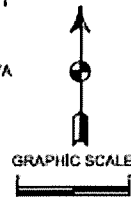
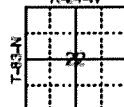
I HEREBY CERTIFY THAT THE [LAND SURVEY] SO DECLARED WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MYRON G. DARINGER  
 17151  
 1/27/2017  
 DATE OF SURVEY: 08/21/2017  
 SHEET 1

PAGES OR SHEETS COVERED BY THIS PLAT: SHEET 1



MICINITY SKETCH  
 STORY COUNTY IOWA  
 R-24-W



DATE	
DRAWN BY	
SCALE	1" = 200'
CHECKED BY	
MD	
FIELD BOOK	
SHEET	1 OF 1