

COUNCIL ACTION FORM

REQUEST: AMENDMENT TO A MASTER PLAN AND AMENDMENT TO PRE-ANNEXATION AGREEMENT FOR HAYDEN'S PRESERVE (FORMERLY ROSE PRAIRIE) AT 5571 HYDE AVENUE

BACKGROUND:

Rose Prairie, LLC owns a 170 acre site at the corner of Hyde Avenue and 190th Street (*Attachment A - Location and Zoning Map*). This site was originally annexed with a development agreement in 2010 and the project was named Rose Prairie. The developer now intends to rename the project to Hayden's Preserve from Rose Prairie. **City Council approved the rezoning of the site with a Master Plan in 2016 that allows for a mix of development of single-family housing and multi-family housing not to exceed 620 units, along with 6 acres of commercial land (*Attachment B - Approved Master Plan*).**

The 2016 approval included substantial modifications as an addendum to the 2010 pre-annexation development agreement. The 2016 agreement addendum, along with the Master Plan, approved an increase in density and mix of uses (*Attachment E – 2016 Development Agreement Addendum*). Additionally, development of the site is subject to the City's Conservation Subdivision Ordinance standards to address issues related to storm water runoff and water quality.

On March 9, 2021, the developer went before the City Council with several requested changes to the 2010 Pre-annexation Agreement and 2016 Addendum. The developer's request focused on changes to the Mater Plan to help lower development costs and make the project feasible to begin development in 2021. The requests included an extension for the timing of the payoff of water and sewer connections fees, reallocation of street assessments for payoff by phase, changes to the design and timing of sanitary sewer extension to the west, timing of Hyde Avenue shared use path installation, timing of parkland dedication, and changes to the Master Plan to eliminate an east west road connection to Hyde Avenue. City staff requested, along with the developer's changes, that the plan include a new City east west greenway trail. **The total units now being proposed in the 2021 Master Plan for consideration by the City Council remain the same, but the allowed ranges of dwelling types have been modified to reduce the multi-family allocation and increase the single-family allocations. The aforementioned changes are included as Attachment C – Proposed 2021 Master Plan.**

A Master Plan is a City of Ames requirement for development in the Village/Suburban Residential designated areas of the City. A Master Plan defines basic layout and use issues of a site as part of a rezoning action. The Master Plan is required to identify types of uses, density, natural areas, and perimeter road and trail access points. A Master Plan does not approve a subdivision of the land and internal lot layouts, only the range of use.

Prior to grading of the site or construction of buildings, a subdivision would need to be approved to provide the required detail needed to verify consistency with City standards related to lot layouts, road patterns, and utility extensions, and conservation requirements. Subsequent development must conform to the Master Plan for general layout and uses.

PROPOSED CHANGES DEPICTED ON THE MASTER PLAN (ATTACHMENT C):

Residential Units - The maximum number of residential units (620) that are part of the approved Master Plan remain the same. However, the number of unit types does adjust between unit type slightly while still complying with minimum and maximum density requirements.

The pods are labeled as “parcels” on the Master Plan for identification purposes, no subdivision is included with the Master Plan change to create actual parcels. Parcel 10 on the updated Master Plan is now shown as all single family detached units and parcel 6 has increased in size and units. In the 2016 Master Plan, Parcel 10 was shown as single family attached. The Master Plan reflects a decrease of 4.08 acres in buildable area for the FS-RL development. This area represents buildable area within the FS-RL zoned area, not the actual area zoned as FS-RL. The decrease is a result of the change in location of parkland, the increased size of park, and small changes to the estimated amount of right-of-way.

The total number of dwelling units (proposed both as single-family attached and detached) in the FS-RL will fall within the range of 315 to 428. This is an increase of units from 219 to 419 due to the change in size and number of units proposed in Parcel 6. This equates to an estimated density range of 4.1 dwelling units per net acre to 5.6 dwelling units per net acre and still within the required density for FS-RL (3.75 and 10.00 dwelling units per net acre).

The FS-RM zoning comprises 13.54 acres. The total number of dwelling units is between 136 and 192. This is a slight decrease in the proposed maximum number of units in 2016 from 2010. This equates to a density range of 10 dwelling units per acre to 14.3 dwelling units per net acre. Required density for FS-RM is between 10.00 and 22.31 dwelling units per acre. FS-RM allows apartment buildings no larger than 12 units. Attachment C includes a breakdown of each type of use for the entire site.

Storm Water - Hayden’s Preserve is located within the Ada Hayden Watershed and is subject to the Conservation Subdivision Ordinance standards. These requirements are above and beyond standard subdivision requirements and address mandatory storm water treatment measures and providing for open space where a “treatment train” approach is required to meet storm water standards. One of the key issues for development in the watershed is the long-term protection and enhancement of water quality downstream from this site. At the time of the 2016 Master Plan approval, staff reviewed estimates of impervious area that would be created with the development and the general arrangement of open spaces to determine that development would be able to meet City storm water standards. **Staff also found that the development of the site with the City’s**

Conservation Standards would in fact be beneficial to water quality compared to the current farming use of the property.

Storm water runoff will be treated through a series of natural areas that may or may not hold standing water, depending on the final design and location within the development. **One significant change with the Master Plan is to move the design away from a large centrally located wet pond that was a primary design feature of the old plan to a series of smaller areas. This is consistent with the intent of the Conservation Ordinance.** The location and size of these conceptual treatment areas does vary some from what was shown on the 2016 Master Plan, however they reflect known areas of water flow, vegetation, and depression on the site consistent with our previous evaluations of potential natural resources on the site. However, storm water management plans are not reviewed in detail until subdivision and site plan submittal. The proposed changes to the Master Plan do not alter the original findings about the development footprint impacts related to storm water management.

Street Layout – A significant change in the Master Plan relates to streets. The developer proposes to eliminate the single east west street connection through the site from Hyde Avenue to the main north-south spine road of the development. Since the original approval of Rose Prairie development concept, an east-west road from Hyde Avenue to the center of the project has been part of the Master Plan to provide connectivity and access into the site. The developer requested they be allowed to remove the E-W road connection due to the cost of crossing the central waterway.

This connector road was planned to help disperse traffic and connect the neighborhood to Hyde Avenue with an intersection corresponding to Hayden’s Crossing, the subdivision to the east. **Since 2016 the City has evaluated North Growth in greater detail with Ames Plan 2040 scenarios. Forward 2045 Transportation Plan, and the City’s Traffic Engineer modeled traffic volumes with and without the connection and determined; from purely a vehicular traffic performance level, the transportation system would operate acceptably despite the more limited connections into the development. Even though desirable to have high levels of connectivity and generally an expected attribute of residential development, Staff believes removing this connection is acceptable when considering the traffic performance levels, the initial cost of making the extension over the waterway and long-term bridge/culvert maintenance.**

Additionally, a cul-de-sac has been added at the south end of Parcel 8. Based on the table in the Master Plan Exhibit this does allow for an additional ten single-family detached homes, approximately. It should be kept in mind though, that while the proposed Master Plan shows street layouts within pods, the exact design may vary at the time of Preliminary and Final Plats and they are not approved with a Master Plan.

Parks and Trails - As part of the development, a 10-foot shared use path will be required along the Hayden’s Preserve frontage adjacent to Hyde Avenue (approx. ½ mile) plus an additional ¼ of a mile to the south along Hyde across the neighboring Sturges frontage to a separate parcel also owned by Rose Prairie LLC, Parcel X. This off-site improvement was negotiated by the City in 2016 to ensure there was no long-term gap in the shared

use path system. The 2016 agreement requires that this path be built within two years of development of the first phase.

The proposed Development Agreement Addendum (Attachment F – 2021 Development Agreement Addendum) requires the north section to be installed within two years of the first final plat for developable lots to a point agreed upon by the City across from the Ada Hayden Park parking lot (approximately ½ mile). In regards to the south leg of the path, if the path is not completed within two years of the first final plat, then the developer will be required to construct this path leg within 150 days of the Auburn Trail path along Hyde being completed. The requirement of installation upon notice from the City will ensure concurrent timing of installation with the development to the south. Additionally, it will provide a trail across a parcel of land that would otherwise not see the shared use path connection until such a time that the parcels to the south had additional development.

There will be a trail system within the development, some will be maintained by the HOA and some of it will be part of a 20-foot City greenway (discussed below) within the development. Note that the Conservation Ordinance includes design features for not only open space but interconnected minor trails (HOA managed) that will be addressed in greater detail during subsequent reviews and are not necessarily shown on the Master Plan.

Another significant change from 2016 is the enlargement and re-location of the neighborhood park to the north end of the development as shown in the proposed Master Plan (See Attachment C). The 2016 agreement required approximately 5 acres to be dedicated as a neighborhood park located centrally within the project (See Attachment B). The new location allows for the park to be built sooner and it includes more overall land. The park is intended to have approximately 9 acres of land, not all of it would be improved. A park of this size would still be a neighborhood park, but will provide space for both passive park space and programmed area with the possibility for athletic fields and play structures.

The change in location does allow for the possibility for the park to be developed sooner than stated in the previous agreement given its location along the north-south spine road. The 2021 Development Agreement Addendum (See Attachment F) stipulates the parkland will be dedicated at the time street improvements across the frontage of the park site are completed concurrent with the development of Parcel 7 or 6, or by July 1, 2028 whichever occurs first.

The Addendum does include a provision that if the later, July 1, 2028, is the trigger for park site dedication the developer will provide access with a shared use path and minimum street improvement connections to the park. Including the July 1, 2028 date in the agreement will ensure there is a park site before development of the entire area is completed in case residential development should begin at the south end of the development, rather than the anticipated development beginning at the north end.

Additionally, a paved trail will wrap the south side of the park to the City's specifications. This requirement is in alignment with the regulations of the Conservation Subdivision Ordinance. Additional trail connections may be added in and throughout the park at the request of Staff, but that level of detail will not be seen until platting occurs.

Although the central location and planned park improvements were a good location as part of the 2016 approval, the only feasible means of ensuring the park exists in a reasonable timeframe is to accept relocating it to the north. Staff believes the aforementioned details of the park are worth the trade off in location from a more central location in the development to the north for a larger piece of ground that is topographically more suitable for useable park space. The seven-year overall timeframe and trigger based upon phases is consistent with the current agreement allowances. It is also less than the proposed change in March of allowing for ten years to complete the park.

Greenway - As part of the Forward 2045 Transportation Plan, the City identified a desire for an east/west greenway that would eventually connect from GW Carver to the Ada Hayden Trailhead on Hyde. The greenway is a new addition to the plan that runs east-west across the site and adds to the City bicycle and pedestrian circulation system throughout the City.

The Greenway would include a city-maintained 10-foot paved path in a 20-foot greenway. This paved path will require a pedestrian bridge in order to cross a creek that is along a south boundary between Parcels 8 and 9. **Staff believes this new greenway is a valuable long-term infrastructure component for the City. Therefore, as proposed, the development of trail would be a shared cost with the developer as an enhancement exceeding private trail requirements. The proposed cost sharing is for construction of the path by the developer with the City constructing the crossing over the waterway. The 2021 Addendum states that the Developer will connect the path to the bridge if the City installs the bridge prior to path completion. However, if the developer constructs the path before the City installs the bridge, the developer will be required to pave the path to within 60 feet on both sides at the approved location.** The City cost of the trail would be budgeted for by the City in the future when it determines completing the crossing is appropriate. Additional details are needed during the preliminary plat stage to verify crossing location.

The 2021 Development Agreement Addendum clarifies responsibility of design, cost, and the timing of installation within the greenway. The developer will provide a 20-foot easement for the purpose of constructing and maintaining a paved 10-foot-wide shared use path. The path will extend from Hyde Avenue to the west property line of the development on a route that is approved by the City. The design and construction of the trail will be the responsibility of the developer at their sole cost, with the exception of the cost of crossing the north-south waterway. The attached Development Agreement Addendum includes language that provides more details and clarity on all things related to the greenway.

OTHER CHANGES OF THE 2021 DEVELOPMENT AGREEMENT ADDENDUM:

Water and Sewer Extensions and Payoffs - The 2016 Agreement required payoff of connection fees with the development of each phase and a full payoff for all remaining areas at the time of the first Final Plat after June 30, 2023, regardless if the total area is developed. The initial agreement allowed for ten years to make the full pay off, rather than the seven years approved in 2016. The developer asks for a payoff extension to 2031, which is a ten-year period from the start of development this year. This ten-year period is consistent with what was originally contemplated with Pre-annexation agreement in 2010. **The 2021 Development Agreement Addendum states that the water and sewer connections fees will be paid in full upon approval of the first Final Plat After June 30, 2031.**

East-West Sanitary Sewer Line – Reduce Extension to the West property line -The 2010 Agreement requires the developer to complete the extension of an oversized sanitary sewer from Hyde Avenue to the west side of their development for adjacent future development at their sole cost. This section of sanitary sewer is identified as Segments 2 to 4 on Exhibit “H” that was part of the 2010 Development Agreement. Extending utilities through a site for future development is consistent with City policy and the City’s policy for North Growth to bear the costs of all infrastructure. However, due to size and length of the extension the developer is concerned about the total cost and benefit to the project as structured in the agreement. Exhibit “H” in the 2010 Development Agreement (See Attachment D) provides a visual reference and general location of the sewer location.

Staff and the developer are both in agreement that the east-west sanitary sewer line will be installed at the sole cost of the Developer from Hyde Avenue to the west side of the north-south spine road, this includes the extra depth and size of sewer described in the original agreement. However, the 2021 Development Agreement Addendum creates the potential for the last segment from the spine road to the west boundary line to no longer be the obligation of the Hayden’s Preserve developer if the only alignment for a gravity fed sewer extension to the west of the railroad tracks is one that has no benefit to development with Parcel 10 or 11. A decision on level of service for the sewer extension would occur at the time of preliminary plat review for Parcel 10 or 11. This language will likely result in at least some length of sewer not being installed short of the west property line due to the likely locations of housing. If this situation occurs where the future extension of any remaining part of the sewer line is not done by this developer, it would be an obligation of a developer of property to the west of the railroad tracks at some point in the future.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission held a public hearing on May 5th to review the proposed Master Plan changes. The Commission discussed the layout and circulation plans of the site and its relationship to the future development to the south, Auburn Trail. At the P&Z meeting, the park location was still in the center of the site. It was only as part of the recent negotiations on timing of the park was the location proposed

to move. The other components of the Master Plan are consistent with the plan reviewed by the P&Z.

A commissioner noted the potential presence of an inactive coal mine in this area and asked some questions related to inactive coal mines and possibly being located on this property. The Developer and Staff are not currently aware of mines on this property. State maps do show general locations of former mines and shows one on the property to the south of Hayden's Preserve. Mine locations are not part of the typical review process in Ames for mining in the area as it may have been in other communities in Central Iowa. Staff and the Developer are looking into the possibility of mines on the site, and it will be addressed as part of the Subdivision Review process which will include natural resource inventory, soil stability, and grading components.

The Planning and Zoning Commission voted 6-0 to approve the request for the amendment to the Master Plan

STREET ASSESSMENT:

Staff noted as part of the March report to Council that the applicant is subject to a street assessment for Hyde Avenue. The developer has made its required annual payments on the assessment. Under state law, the remaining assessment on the 170-acre parcel must be "cleared" paid off with the first final plat approval. This is a problem for the developer due to the outstanding balance (\$866,000) of the assessment for a first phase of development that may only consist of 35 lots for development. The original agreement contemplated payoff by phase, not complete payoff with the first plat.

In response to this issue, City Council allowed in March for the developer to pursue reallocation of the costs to allow for phased payoffs through a plat of survey division of the site. After further discussion between the applicant, Planning and Housing staff, and the City Attorney's office, it is believed that a better alternative may exist to consider an assessment plat for reallocation of costs versus a division of land with a plat of survey. The addendum to the pre-annexation agreement does not address this issue specifically because it does not conflict with any part of the original agreement. With Master Plan approval, the developer will move forward with a plan to reallocate the assessment.

ALTERNATIVES:

1. The City Council can approve a resolution to accept proposed 2021 Pre-Annexation Agreement Addendum and approve the amendment to the Master Plan.

Note the Developer is to return the signed agreement prior to the meeting on Tuesday, June 8, 2021.

2. The City Council can approve the request for the amendment to the Master Plan and the updated 2021 Development Agreement Addendum with alternate conditions or modifications.

3. The City Council can deny the request for the amendment to the Master Plan as proposed by the rezoning request if the City Council finds that the City's regulations and policies are not met.
4. Action on the request can be postponed and referred back to City Staff and/or the application for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

Hayden's Preserve is a significant land resource planned to meet the City's immediate housing development needs. Its development was included as a Tier 1 area within the Ames Plan 2040 scenario evaluations. The overall development concept was vetted in 2016 as it related to the concept of a Conservation Subdivision, open space, and water quality protection while also addressing housing needs of the city. **Staff believes the proposed changes to the Master Plan and Addendum do not significantly alter those earlier findings for the 2016 approval. The changes primarily allow the developer to move forward in a timely and cost-effective manner that still meets the intent of the Conservation Subdivision Standards and the City's growth policies.**

The proposed Master Plan's development concept meets the density standards of the respective zones and also the open space requirements of the Conservation Subdivision Ordinance. The developer proposes to include a trail system, a shared use path along the Hyde Avenue frontage, and a greenway that runs east-west across the site along with a city neighborhood park. The proposed trails and park are viewed as beneficial changes to the City.

Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1, which is to recommend that the City Council approve the request for the amendment to the Master Plan and the updated 2021 Development Agreement Addendum.

ADDENDUM

Existing Land Use Policy Plan. The LUPP intends for Suburban Residential, although vehicular focused, to provide for improved pedestrian connections to parks, schools and open space areas using such amenities as sidewalks on both sides of the street, bike connections, and open space areas. It is also required that the conservation of designated natural resources areas, such as designated environmental sensitive areas, be protected through design features incorporated into the development. The proposed Master Plan is consistent with what was approved in 2016 in meeting these goals as applied to rezoning of the site.

Existing/Proposed Zoning. The existing zoning designations of Floating Suburban Residential Low Density (FS-RL), Floating Suburban Residential Medium Density (FS-RM), and Commercial General Service (CGS) are not changing with the Master Plan Amendment. The amount of land within these zoning designations is also staying consistent with the 2016 Master Plan. Minimum and maximum densities will be achieved with the ranges depicted on the Master Plan.

Master Plan. A Master Plan is intended to provide a general description of the intended development of a property. It must address natural areas, buildable areas, building types, range of uses and basic access points, as described in zoning requirements of Section 29.1507(4).

This updated Hayden's Persevere Master Plan identifies a number of development "pods," allowing each to be developed independently and, possibly, by different developers. Two of the nine pods in the FS-RL zone are destined for single-family attached homes. The remaining seven pods are single-family detached homes. Note that FS-RL allows for both detached and attached housing, no variations or deviations are needed to develop this type of housing in FS-RL.

The submitted Master Plan proposes areas for residential development on 90.4 acres of the property and commercial development on about 6 acres. The remaining area of the site is planned to accommodate open space, including storm water detention areas, private open space, and a 9 acre park to be dedicated to the City. The park would be a neighborhood park that requires some areas of level land for amenities. The 2021 Development Agreement Addendum provides more specificity about park development.

Public road access to Hyde Avenue is anticipated at three points. The northern point is aligned with Ada Hayden Road, the access to Quarry Estates; the middle access is aligned with Leopold Drive, the north entrance to Hayden's Crossing; and the southern access will be aligned with the access to a parking area for Ada Hayden Heritage Park. Access improvements, including turn lane needs, will be addressed as part of the subdivision.

A single road intersection is planned at one point along 190th Street between the proposed commercial zone and FS-RM zone. Coordination of driveways and intersection improvements for this intersection will occur with subsequent subdivision review.

The north-south collector street will run the length of the development, which will connect into a future development to be done by Hunziker Development. This spine road is designed as a collector street with a 31-foot street section and a shared use path along the west side of the road. This road will extend to the south and eventually connect to Hyde Avenue.

FS-RL (Suburban Residential Low Density) Zoning. FS-RL allows for single-family detached homes as well as single-family attached homes. Up to 12 attached units can be constructed provided the development has access from a rear alley; otherwise attached dwellings are limited to 5 units. Apartments are not an allowed use in the FS-RL district.

The FS-RL district requires a housing density of between 3.75 dwelling units per acre and 10.00 dwelling units per acre. The overall density of the FS-RL, as shown on the submitted 2021 Master Plan is between 4.1 and 5.6 dwelling units per acre.

FS-RM (Suburban Residential Medium Density) Zoning. FS-RM allows for single-family attached and detached homes (including twin-homes and duplexes), as well as apartment buildings having up to 12 dwelling units. Apartments will require the submittal of a Major Site Development Plan and approval by the City Council at the time of construction.

The FS-RM district requires a housing density of between 10.0 dwelling units per acre and 22.31 dwelling units per acre. The 2021 Master Plan shows that the FS-RM district will have an overall density of between 10.0 and 14.3 units per acre.

Water. Water service will be brought to the site under the terms of the development agreement and is adequate to serve the entire development. Water will be taken through the site for future extension. Actual internal water service will be finalized during the review of the preliminary plat. This site is subject to a connection district for off site improvements made by the City.

Sanitary Sewer. Sanitary sewer service will also be brought to the site, lying on the east side of Hyde Avenue. The sewer stub under the road to the west side of Hyde Avenue was sized to accommodate the density of the previously proposed development (about 300 units). Actual internal sanitary sewer service will be finalized during the review of the preliminary plat. The developer is required per City standards and the development agreement to extend sewer through the site to the west and north. This site is subject to a connection district for off site improvements made by the City.

Storm Water Management. The site will be developed to meet the requirements of the City's conservation subdivision ordinance. The natural drainage features will be preserved and impacts of development on the landscape will be ameliorated. The standards require on-site treatment and storage of stormwater within open spaces and conservation areas. These open spaces and conservation areas shall comprise at least 25 percent of the gross acreage of the site. The Master Plan provides 38.22 acres of open space and an additional 12.67 acres of park area that includes unusable stormwater areas, totaling 29.8 percent of the gross acreage. This is a slight increase from 28.5 percent of the gross acres in the

2016 Master Plan due to the increased park area and adjustments to other open space areas. Additional open space, such as trail corridors and drainage swales may be identified during the preliminary plat process, increasing that number.

Staff also notes that since 2016, FEMA remapped flood plains in Story County and the main channel that flows north south through the site is now labeled as a general flood plain, which makes it subject to local flood plain ordinance standards and jurisdictional review with state and federal agencies for changes to the channel.

The Master Plan does not indicate how stormwater will be treated and stored in accordance with City requirements. However, the Conservation Subdivision regulations require buffers along drainage ways and encourage best management practices in treating storm water. In addition, the Chapter 5B Post-Construction Storm Water Management will apply as well. The specific stormwater treatment plan for the development will be evaluated as part of the preliminary plat review.

Development Agreement. In March of 2021, the developer requested amendments to the existing development agreement, including the adoption of a new Master Plan to reflect requested changes. The City Council is now being asked to amend the agreement and approve taking the rezoning request.

Apartment Matrix. The apartment matrix was used to evaluate apartment locations in 2016. The only change in the Master Plan to the FS-RM area was a decrease to the maximum number of units by twelve. Since no significant changes were proposed to the unit count or layout the matrix was not updated or included with this amendment. Staff still supports Multi-family development within the site to add housing diversity to the area.

Findings of Fact

Based upon an analysis of the proposed rezoning and laws pertinent to the applicant's request, staff makes the following findings of fact:

1. *Ames Municipal Code Section 29.1507(2)* allows owners of fifty percent (50%) or more of the area of the lots in any district desired for rezoning to file an application requesting that the City Council rezone the property. The owner of this single parcel has requested the rezoning.
2. The subject property has been designated on the Land Use Policy Plan (LUPP) Future Land Use Map as Village/Suburban Residential with a Convenience Commercial Node.
3. The Village/Suburban Residential land use designation supports the FS-RL and FS-RM zoning designations. The Convenience Commercial Node supports the CGS zone.
4. The Master Plan provides information required by code and demonstrates that the densities for FS-RL and FS-RM will be within the standards.

5. Infrastructure is available to this site. The preliminary plat will determine water and sewer layout and capacity for the existing stub under Grant Avenue.

Accesses to this site are being defined by the Master Plan and have been reviewed by the traffic engineer.

Conclusions. Based upon the analysis in this report, staff concludes that the proposed amendment to the Master Plan of the subject property is consistent with the Future Land Use Map, as well as the Goals and Objectives of the City of Ames Land Use Policy Plan.

Attachment B: Current Master Plan (2016)



Attachment C: Proposed Master Plan Exhibit



Attachment D

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D
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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 benefited 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 M. Aninch*
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.

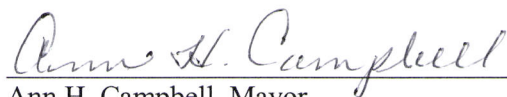
NOW, THEREFORE, BE IT RESOLVED by the City Council of Ames, Iowa, that in the event the City Council fails to rezone the Site as contemplated herein and the unanimous consent of all owners of the area comprising the Site set out in the Agreement is received by the City, then:

- 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.



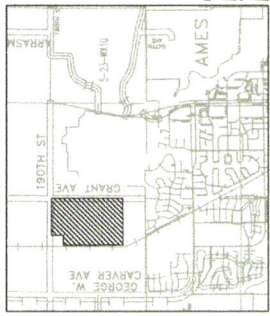
Diane Voss, City Clerk



Ann H. Campbell, Mayor

ATTACHMENT 'D' MASTER PLAN

VICINITY MAP



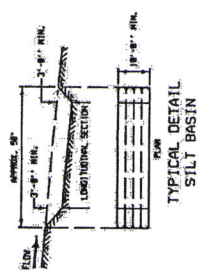
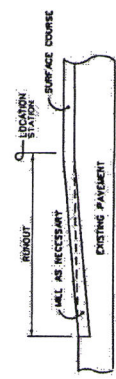
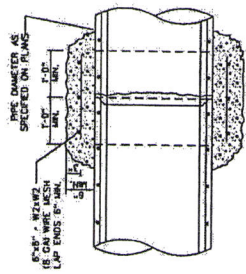
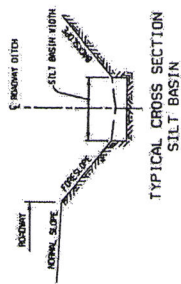
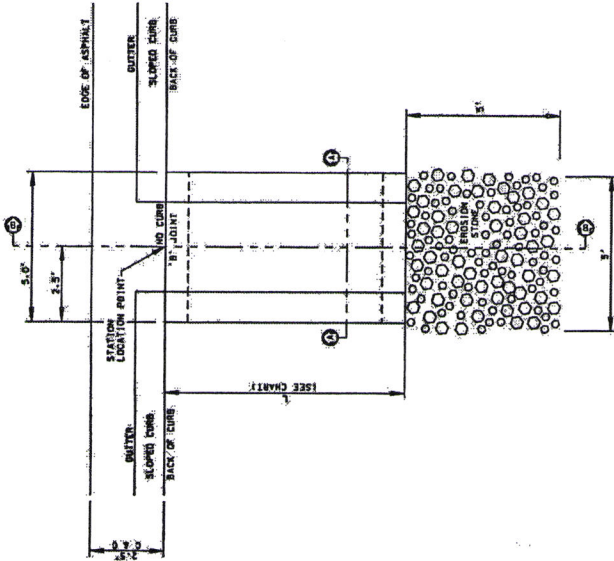
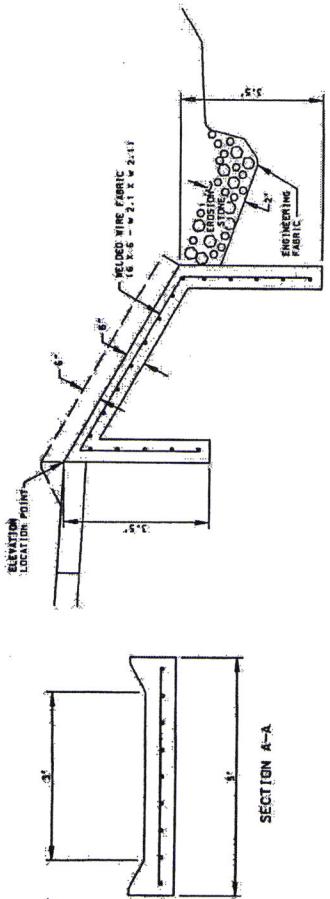
OWNER/ DEVELOPER
 STORY COUNTY LAND COMPANY
 WEST LEX, MOHNS, IOWA 50266
 515-977-2500

SITE DATA
 SINGLE FAMILY LOTS: 292
 TOTAL AREA: 8,166,665 SF (187.99 AC)
 OPEN SPACE: 3,953,361 SF (90.57 AC)
 ROW AREA: 1,147,572 SF (26.34 AC)



ATTACHMENT E

Curb Cut and Concrete Flume Details



**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

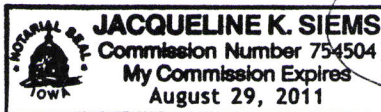
Fidelity Bank, Lienholder

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

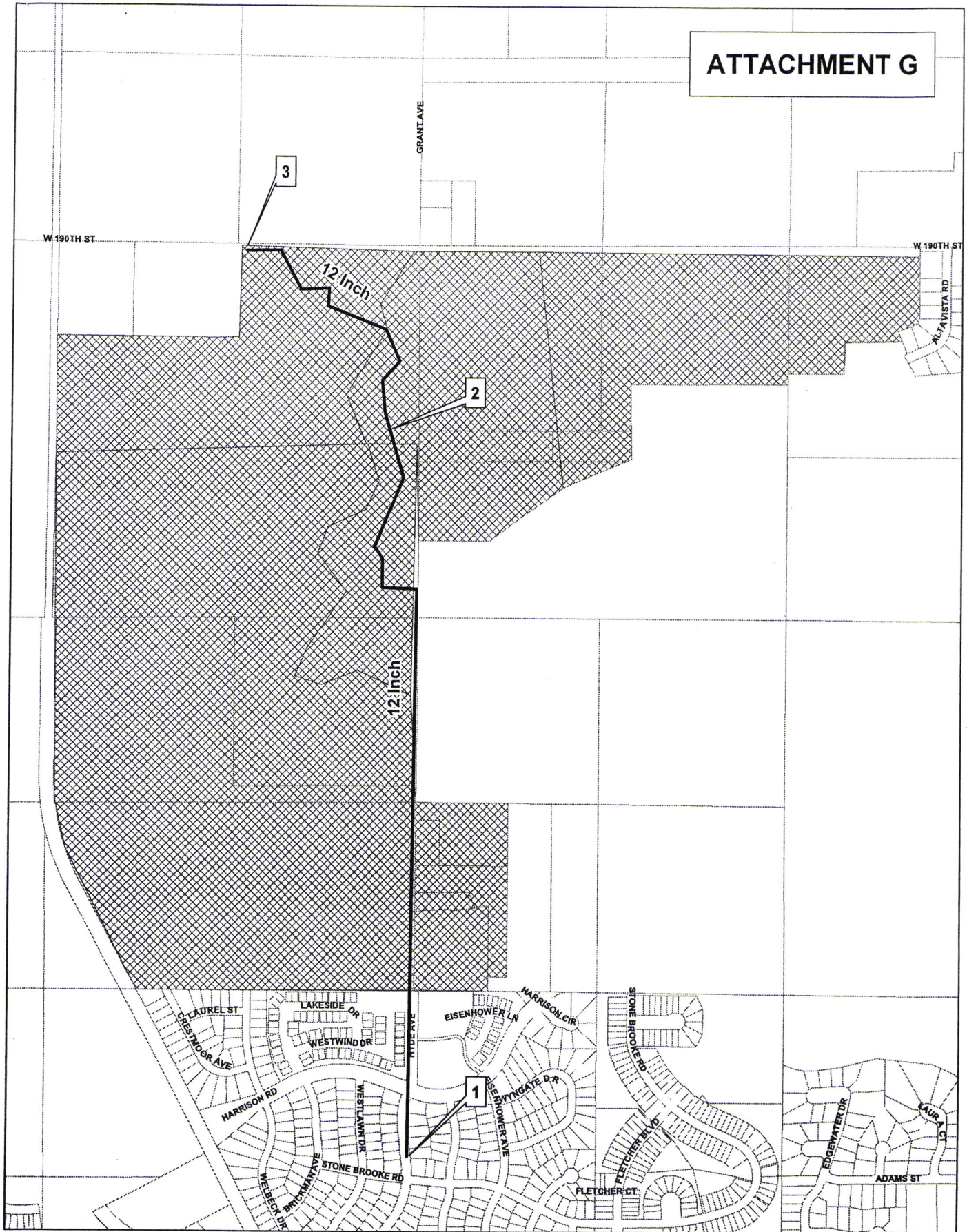
	Name and Address	Legal Description	Assessment	Percent of Cost
1	Story County Land LC 6800 Lake Dr, Ste 125 West Des Moines, IA 50266-2504	NE ¼ Parcels 'E' & 'F', Slide 9 Pg 1, Story County, Iowa <u>Address: 2250 W 190th St</u> (05-21-200-120)	\$844,339.40	28
2	Story County Land LC 6800 Lake Dr, Ste 125 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> (05-21-400-115)	\$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> (05-21-400-310)	\$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> (05-22-100-320)	\$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> (05-22-100-100)	\$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> (05-22-100-205)	\$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> (05-22-200-110)	\$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> (05-22-100-340)	\$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> (05-22-300-100)	\$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

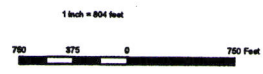
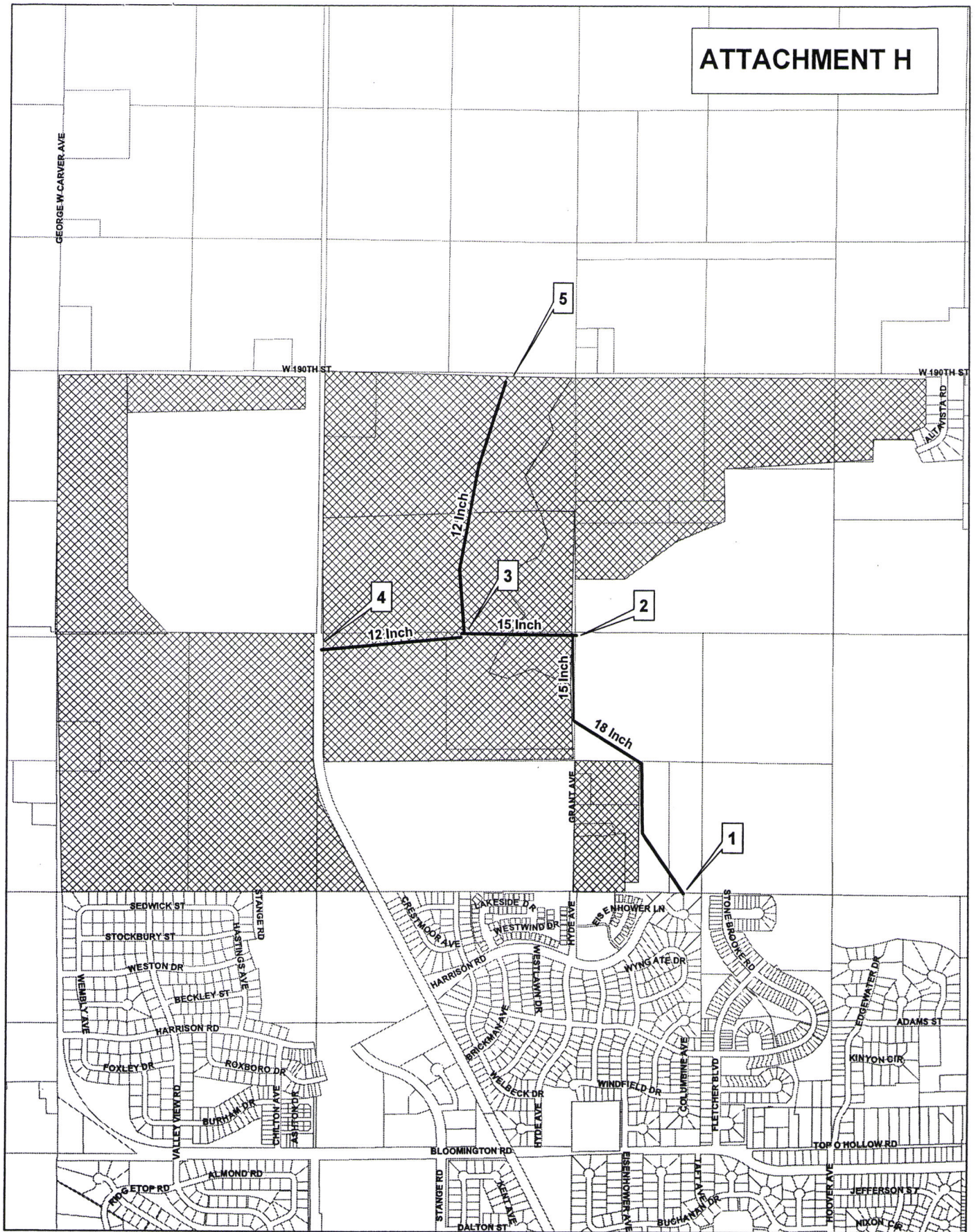



1 inch = 528 feet
400 200 0 400 Feet

— Water Main Potential Water Connection District



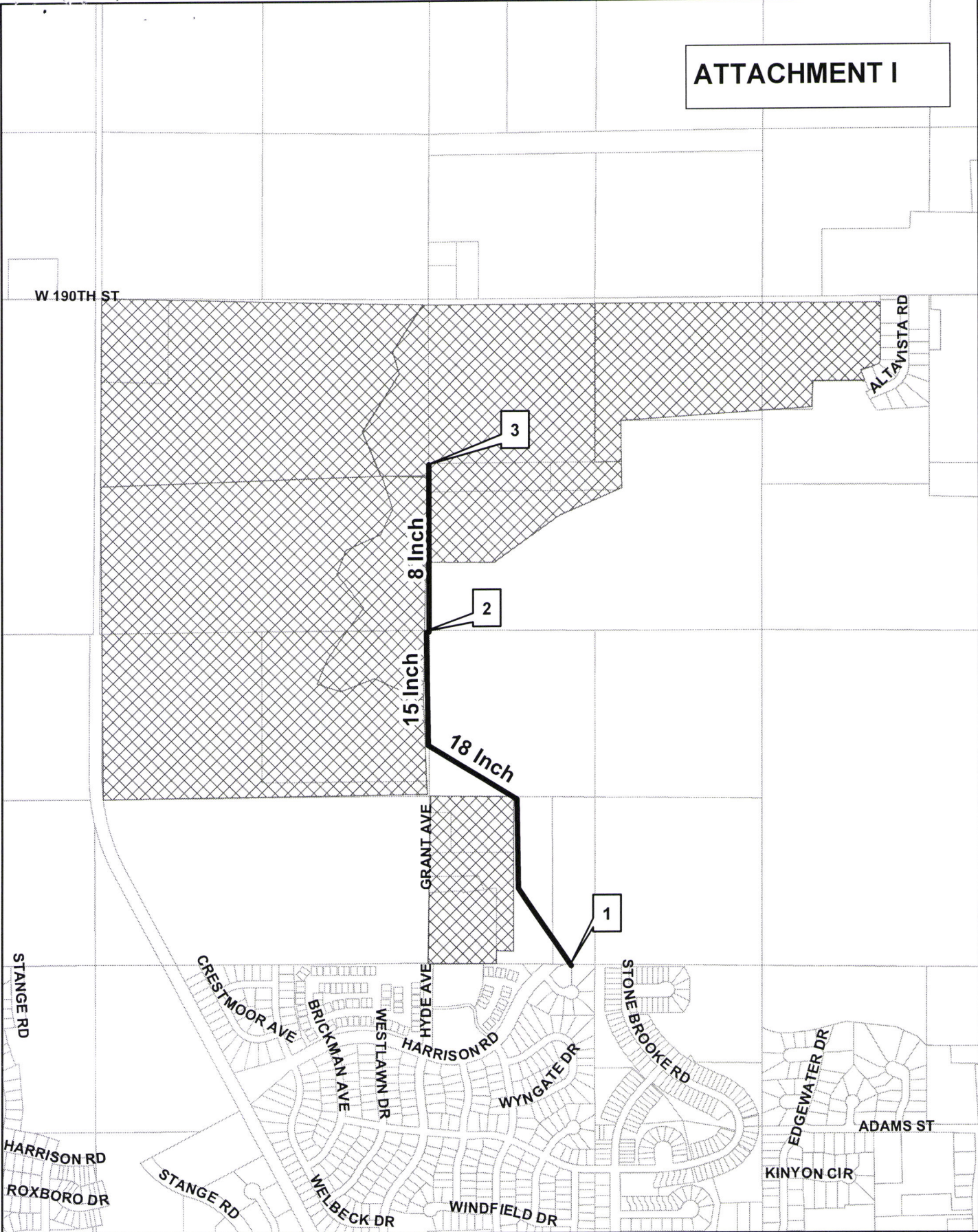
ATTACHMENT H



— 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



ATTACHMENT J



1 Inch = 550 Feet
510 255 0 510 Feet

 Grant Ave Paving Special Assessment Area



number of residential units, some of which will require FS-RM zoning; a rezone of a portion of the development to accommodate commercial uses; a change to completion date of the payback scheme for water and sanitary sewer service; a new location for a shared-use path along the east side of the development adjacent to Grant Avenue (a.k.a. Hyde Avenue); a removal of the requirement for fire sprinkler systems; and allowances for phasing of the development; and

WHEREAS, the City has an interest in addressing the need for dedication and improvements of 5 acres of land for a public park and it is also seeking changes to the location and design of a shared use path; and

WHEREAS, the Parties are interested in continuation of the project, and modification of its terms would further the realization of the mutual benefits that the Parties sought to achieve.

NOW, THEREFORE, the Parties agree to modification of the specific terms of the Pre-Annexation Agreement (hereinafter referred to as "Original Agreement") as set forth below.

II. AMENDMENTS TO ORIGINAL AGREEMENT

A. AMENDMENTS RELATED TO ALLOWABLE ZONING.

1. Section II (D) of the Original Agreement is hereby amended to provide that the site must be rezoned with a Master Plan to FS-RL (Suburban Residential Low-Density), and it may also include FS-RM (Suburban Residential Medium Density), and CGS (Convenience General Service).
2. The last unnumbered paragraph of Section II(D) of the Original Agreement is deleted. In its place the Parties agree as follows:

"In the event that Site has been voluntarily annexed into the City and the City fails to rezone the Site with a Master Plan allowing for FS-RL, FS-RM, or CGS designations, upon unanimous consent of all owners of the area comprising the Site, the Site shall be severed from the City pursuant to Iowa Code Section 368.8. Contemporaneously therewith, the City Council agrees to pass the Resolution attached as Attachment C of the Original Agreement. In the event of severance, the terms of the Original Agreement and this Addendum are deemed null and void. "

B. AMENDMENTS RELATED TO IMPROVEMENTS.

1. Section V (A) (2) (a) (i) of the Original Agreement references Attachment D. The Parties agree that Attachment D of the Original Agreement shall be deleted and it shall be replaced by Attachment 1 of this Addendum.

2. Section V (A) (2) (a) (ii) of the Original Agreement shall be amended to delete that provision, and to delete the references to Exhibit E and municipal engineer approval subsequent to preliminary plat approval.
The Parties agree instead that Developer shall conform to Ames Municipal Code Chapter 23 Subdivision requirements, and that all streets shall be designed in compliance with City ordinances and standards as required of a Conservation Subdivision preliminary plat, final plat and required improvement plans.
3. Section V (B) (6) (a) of the Original Agreement is hereby amended to change the timing of full payment of the Water District Connection fee provided therein. The Parties agree instead that upon approval of the first Final Plat after June 30, 2023, the total water connection fee attributable to the Site shall be paid in full.
4. Section V (C) (5) (a) of the Original Agreement is hereby amended to change the timing of full payment of the Sanitary Sewer Connection fee provided therein. The Parties agree instead that upon approval of the first Final Plat after June 30, 2023, the total sanitary sewer connection fee attributable to the Site shall be paid in full.
5. Section V (E) (2) of the Original Agreement is hereby amended to delete the requirement that Developer install a shared use path adjacent to the railroad tracks. The Parties agree instead that Developer shall install a 10' wide shared use path to the specifications of the City within the right-of-way (or adjacent easement) of Grant Avenue (a.k.a. Hyde Avenue) from the south right-of-way of 190th Street to the south line of Lot X, Rose Prairie Final Plat (a distance of approximately 3900 feet) within two years of the first final plat. This requirement is in addition to any required shared use paths and/or trails within the development or other improvements required through the platting process.
6. Section V (H) (2) of the Original Agreement, requiring all residential structures to have a fire sprinkler system, is hereby deleted.

C. PARK LAND DEDICATION.

1. A new Section V (I) is added to the Original Agreement as follows:

“Section V(I) Park Land Dedication. The Developer agrees to dedicate approximately 5 acres of park land to the City for providing for future recreational facilities as determined appropriate by the City, upon the following terms and conditions, all at no cost to the City:

- (a) Topographical Condition of Dedicated Park Land. The Developer shall provide approximately 5 acres of land to the City’s satisfaction that is graded to provide relatively flat areas with minimal slope for park improvements in a manner that is

consistent with the topography as shown in Attachment 2 and at no cost to the City. The City has the sole discretion of determining final boundaries of the land dedicated to the City in general conformance with Attachment 2.

- (b) **Timing of Dedication.** The Developer shall provide the park land to the City with the required improvements described in detail in subsections (c) and (d) which follow, no later than the final plat of the first residential area platted outside of Parcels 5, 6, 7, and 8 shown on Attachment 1, or no later than September 1, 2023, whichever occurs first.
- (c) **Soil and Storm Water Improvements Required.** Developer improvements to the park land shall include retention or placement of minimum of 10 inches of topsoil across the park land, or to documented predevelopment levels accepted by the Municipal Engineer, in no event shall it be less than 8 inches of topsoil across the park land; management of storm water runoff consistent with an approved COSESCO Permit and storm water management plan until such time as dedicated to and accepted by the City.
- (d) **Street Frontage Improvements for Park.** Developer shall complete street frontage and right-of-way improvements; including but not limited to any required sidewalks or shared-use paths, utility extensions, and a water service stub to the property line; along or adjacent to the lot to the City's specifications, or it shall provide financial security for such improvements, all prior to the approval of the Final Plat containing the park lot and in accordance with a phasing plan approved with a preliminary plat.
- (e) **Trail Adjacent to Park.** Developer shall be responsible for the construction of a paved trail adjacent to the north property line of the park land to the City's specifications as approved as part of the Conservation subdivision open space and landscape plan requirements for final plat approval. The City may require as part of the Conservation Subdivision final plat approval that the developer provide, within Parcel 11, for connecting trail(s) from the public street or common area north of the site to the trail along the north edge of the park. Other trails and recreational improvements within the park land are the responsibility of the City of Ames.
- (f) **Park Land Independent of Homeowner's Association or Other Obligations.** The park land shall not be included in any homeowner(s) association or have any type of covenants assigned to the land that create any obligation for maintenance or improvements to the park land or other areas of the development by the City.
- (g) **Park Land Counts as Open Space.** It is understood by the Parties that the park land may be used to count towards the Developer's 25 percent open space requirements of the Conservation Subdivision requirements for open space.

- (h) Amendments to this Section. Changes to the requirements to this section must be agreed upon in writing by both parties.”

D. PHASING.

1. A new Section V (J) is added to the Original Agreement as follows:

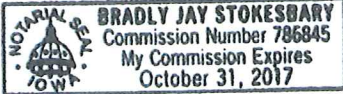
- (a) “Section V(J) Phasing

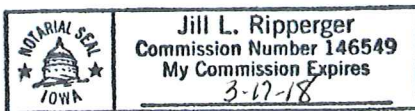
The City may approve a phasing plan as part of the preliminary and final plats, which plan could include the creation of outlots that are intended for sale to other parties. In the event such a phasing plan is approved by the City, the approved phasing plan may include authorization for the City to defer Connection District fees until the occurrence of the final plat of individual lots within these outlots.”

III. SAVINGS CLAUSE OF OTHER PROVISIONS OF ORIGINAL AGREEMENT

The Parties expressly agrees that all other terms and requirements of the Original Pre-Annexation Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to the Original Agreement to be signed by their authorized representatives as of the date first above written.

<p>CITY OF AMES, IOWA</p> <p>By <u>Ann H. Campbell</u> Ann H. Campbell, Mayor</p> <p>Attest By <u>Diane R. Voss</u> Diane R. Voss, City Clerk</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this <u>11th</u> day of <u>October</u>, 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 and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. <u>16-604</u> adopted by the City Council on the <u>11th</u> day of <u>October</u>, 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><u>Jill L. Ripperger</u> Notary Public in and for the State of Iowa</p>	<p>ROSE PRAIRIE, L.L.C.</p> <p>By <u>Terry Lutz</u> Terry Lutz, Manager</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>This instrument was acknowledged before me on <u>October 17</u>, 2016, by Terry Lutz, Manager of Rose Prairie, L.L.C.</p> <p><u>Bradly Jay Stokesbary</u> Notary Public in and for the State of Iowa</p> <p></p>
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ATTACHMENT 1

ROSE PRAIRIE - REVISED MASTER PLAN



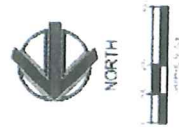
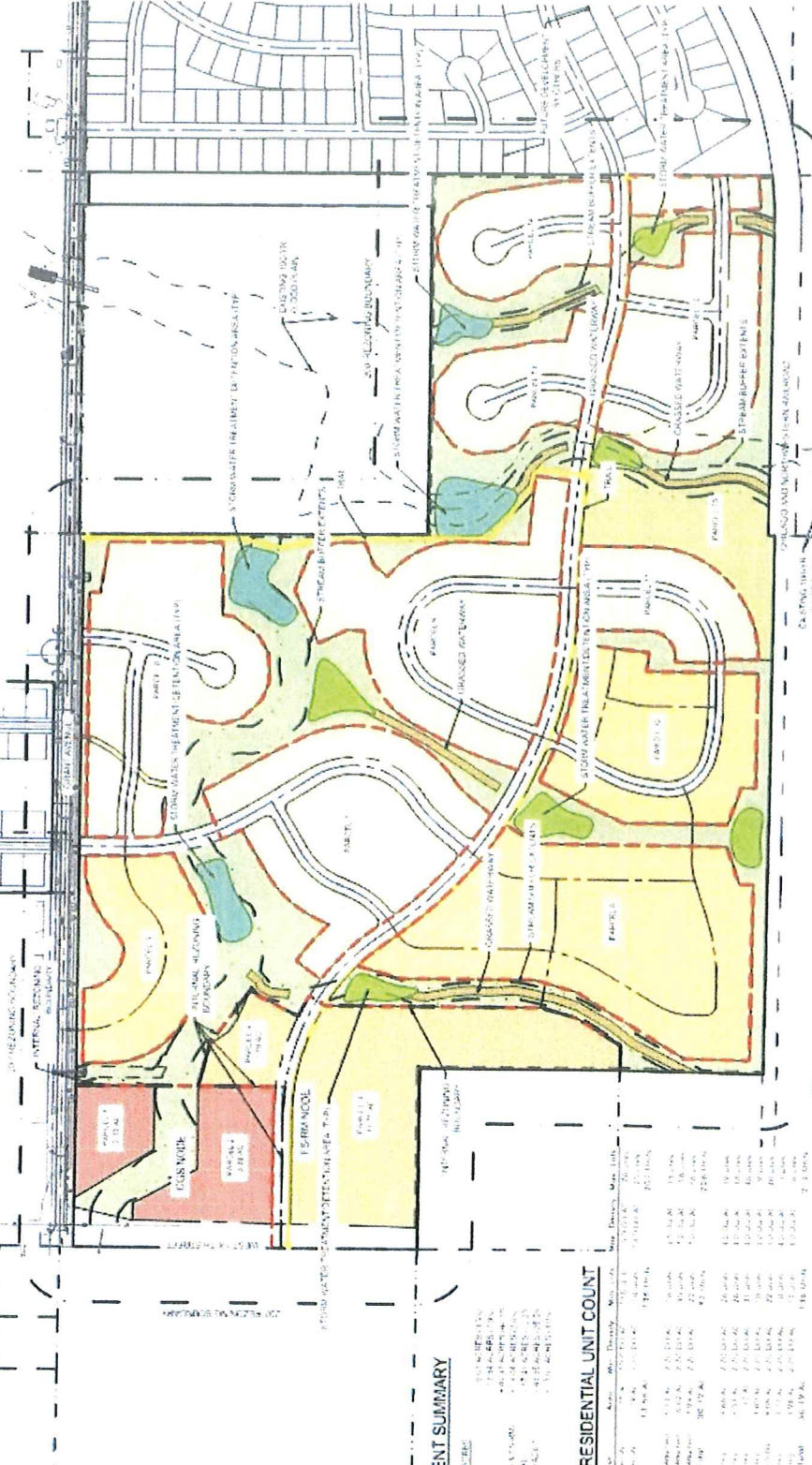
PROJECT INFORMATION
 PROJECT NAME: ROSE PRAIRIE
 PROJECT LOCATION: 40th Avenue, Aurora, CO
 PROJECT TYPE: RESIDENTIAL DEVELOPMENT
 CLIENT: [REDACTED]

DESIGNER INFORMATION
 DESIGNER: [REDACTED]
 DESIGNER LICENSE: [REDACTED]
 DESIGNER ADDRESS: [REDACTED]
 DESIGNER PHONE: [REDACTED]

DATE AND SCALE
 DATE: 11/15/2011
 SCALE: AS SHOWN

REVISIONS

NO.	DATE	DESCRIPTION
1	11/15/2011	ISSUED FOR PERMITS
2	11/15/2011	REVISED PER PERMIT COMMENTS



NOTES

- All utility lines shown on this plan are shown in accordance with the applicable utility company records and are not to be relied upon as a basis for design or construction. The engineer has not conducted a field investigation to verify the location, depth, or existence of these utilities. The owner is responsible for locating and marking all utilities prior to construction.
- Lot areas and dimensions are based on the recorded subdivision map and are not to be relied upon as a basis for design or construction. The engineer has not conducted a field investigation to verify these dimensions and areas.
- Stormwater management is based on the current regulations and standards. The owner is responsible for obtaining all necessary permits and approvals from the appropriate authorities.
- Landscaping and site improvements are shown for informational purposes only and are not to be relied upon as a basis for design or construction.

DEVELOPMENT SUMMARY

Category	Quantity	Notes
Total Residential Units	42	
Single Family Detached	38	
Multi-Family (Townhomes)	4	
Total Parking Spaces	52	
Surface Parking	48	
Underground Parking	4	
Total Stormwater Treatment Trench Length	1,200	Linear Feet
Total Landscaping Area	15,000	Square Feet

ESTIMATED RESIDENTIAL UNIT COUNT

Block	Area (Acres)	Units per Acre	Total Units
Block A	1.5	25	38
Block B	1.0	4	4
Total	2.5	-	42

DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER
Prepared by: City of Ames Legal Department, 515 Clark Ave, Ames, IA 50010 (515-239-5146)
Return To: City Clerk, City of Ames, Iowa, 515 Clark Ave, Ames, IA 50010 (515-239-5105)

**2021 ADDENDUM TO PRE-ANNEXATION
AGREEMENT PERTAINING TO THE VOLUNTARY
ANNEXATION, REZONING AND SUBDIVISION
PLATTING AND DEVELOPMENT OF LAND TO BE
IN THE
CITY OF AMES KNOWN AS HAYDEN’S PRESERVE
(FORMERLY ROSE PRAIRIE)**

THIS ADDENDUM TO THE PRE-ANNEXATION AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the CITY OF AMES, IOWA (hereinafter called the “City”) and ROSE PRAIRIE, L.L.C. (hereinafter called the “Developer”) (the City and the Developer collectively being referred to herein as the “Parties”).

WITNESSETH THAT:

WHEREAS, on the 16th day of July 2010, the City and Story County Land, L.C., entered into a Pre-Annexation Agreement for land which was then referred to as the “Rose Prairie Subdivision”, which provided for the annexation, rezoning, and conceptual residential development plan of that land; and

WHEREAS, the Pre-Annexation Agreement (recorded as instrument number 2010-00007271 on August 3, 2010, in the office of the Story County Recorder) provided for, among other things, a master plan for development, a rezoning to FS-RL, a payback mechanism for water and sanitary sewer service, a requirement for a shared use path along the west side of the development adjacent to the Union Pacific railroad tracks, and a requirement that binding covenants be in place to require any residential structure to have a fire sprinkler system; and

WHEREAS, Developer is a successor to the original owners and developers, and is the present owner of Rose Prairie Subdivision; and

WHEREAS, Developer proposed a rezoning and master plan with an addendum to the

pre-annexation agreement that was approved by the Ames City Council on November 16, 2016 (recorded as instrument number 2016-00012020 on December 1, 2016, in the office of the Story County Recorder)

WHEREAS, the Developer now seeks to further modify the pre-annexation agreement to address changes to the Master Plan regarding housing distribution, open space, trail improvements, and an east west road connection along with related changes to future phasing of improvements and platting.

WHEREAS, the City of Ames recognizes a benefit to the City with development of the site as a Conservation Subdivision and other improvements along with the provision of a new east west city greenway through the site.

WHEREAS, the Parties are interested in continuation of the project, and modification of its terms would further the realization of the mutual benefits that the Parties sought to achieve.

NOW, THEREFORE, the Parties agree to modification of the specific terms of the Pre-Annexation Agreement (hereinafter referred to as “Original Agreement”) and the 2016 Addendum as set forth below.

II. AMENDMENTS TO ORIGINAL AGREEMENT

A. AMENDMENTS RELATED TO ALLOWABLE ZONING AND MASTER PLAN.

1. The 2016 Addendum includes a new conceptual plan for the development of the Rose Prairie Subdivision labeled as Attachment 1.
2. Attachment 1 from 2016 is now replaced by a new conceptual plan for development labeled as Attachment “AA” that is a Master Plan for the site that defines the distribution and ranges of housing types, conceptual layout of trails, road access points to the site, and open spaces.

B. AMENDMENTS RELATED TO IMPROVEMENTS.

1. Section V (A) (2) (a) (i) of the Original Agreement referenced Attachment D, which was replaced in 2016 with Attachment 1. Attachment 1 is now replaced by Attachment “AA”.

2. Section V (B) (6) (a) of the Original Agreement is hereby amended to change the timing of full payment of the Water District Connection fee provided therein. The Parties agree instead that upon approval of the first Final Plat after June 30, 2031, the total water connection fee attributable to the Site shall be paid in full.
3. Section V (C) (5) (a) of the Original Agreement is hereby amended to change the timing of full payment of the Sanitary Sewer Connection fee provided therein. The Parties agree instead that upon approval of the first Final Plat after June 30, 2031, the total sanitary sewer connection fee attributable to the Site shall be paid in full.
4. The 2016 Addendum includes a requirement in Section II (C) (1) (e) for the construction of a 10-foot shared use path along Hyde Avenue from 190th Street to the south boundary of the adjacent Lox X of the Rose Prairie Final Plat, totaling approximately 3,900 linear feet. The timing of the installation of the path was to occur within two years of the first final plat. The Shared Use Path requirement is in addition to any required shared use paths and/or trails within the development or other improvements required through the platting process.

The timing requirement is modified as follows:

“The first of leg the path is to be installed within two years of the first final plat for developable lots to a point agreed upon by the City and Developer, across from the Ada Hayden Park parking lot (approximately 2,600 feet). The second leg of the path shall be approved for deferral beyond two years by the City Council in consideration of the timing of the connection to be completed with the development of the “Auburn Trail” site to the south. It is understood by both parties that the second leg of the path is not required or necessary until the connection point is constructed as a part of Auburn Trail. Upon notice by the City that the Auburn Trail connection point is complete, the Developer shall complete the extension of the second leg of the shared use path to the south end of Parcel X within 150 days, unless an extension is granted by the City Council.”

5. The original agreement in Section V (C) (6) describes the Developer’s obligations to install sewer within the site consistent with Exhibit “H” at their sole cost. The City at their discretion may establish a connection district for segment 2 to 4 and determine benefit for reimbursement to the Developer. This section is modified to address the construction of sewer segment 2 to 4 as follows:

“An easement for the construction extension of the sanitary sewer for the whole segment of sewer from 2 to 4 shall be granted to the City with the first final plat approval. The Developer at their sole cost shall construct the sanitary sewer segment of 2 to 4 to the west side of the north south spine road shown in Attachment “AA.” This extension to the west side of the spine road shall occur concurrent with development, however the construction of the extension to the west side of the spine road shall occur no later than the development of Parcel

9,10,11,12, or 13, whichever occurs first.

For the remaining segment of sewer from the spine road to the west boundary line, if the City determines that the extension of the sewer to the west boundary line may satisfactorily provide service to properties west of the railroad tracks and to development within Parcel 10 or Parcel 11, the Developer shall also make the extension from the spine road to the west boundary line at their cost with the development of either Parcel. In the event that the only satisfactory level of service for the property to west that can occur is with an extension of the sewer line, or a portion of the extension, that does not also have benefit to Parcel 11 or 12, the Developer is relieved of the obligation to further extend the sewer or portion thereof from the spine road to the western boundary.”

C. PARK LAND DEDICATION.

1. The 2016 Addendum added a new Section V (I) for dedication and development of a neighborhood park. The terms for the park improvements remain in place, however the location, size, and timing of the dedication and improvement are modified as follows:

Section V (I) (a) Topographical Condition and Dedicated Parkland as follows:

“The Developer shall provide the park land to the City at the location depicted on Attachment “AA” and of a size of approximately nine (9) acres exclusive of HOA storm water conveyance and treatment measures. The land shall be graded to a relatively flat condition of less than 2% for areas planned for park improvements, e.g. fields, shelters, basketball court, playgrounds, and generally shown on Exhibit BB. Final determination of improvement areas and planned improvements are to be to the satisfaction of the City.

Section V (I) (b) Timing of Dedication is replaced in its entirety as follows:

“Park land shall be dedicated to the City and improved consistent with the terms of the agreement, including completion of street improvements across the frontage of the site, concurrent with the development of Parcel 7 or Parcel 6, or by July 1, 2028 whichever occurs first. Concurrent with the development of a Parcel means within 12 months of final plat approval.

In the event that final plat approval of Parcel 7 or Parcel 6 does not occur prior to July 1, 2028, the Developer may provide a minimum street improvement and shared use path to City specifications for a length of approximately 400 feet south of Parcel 3 to provide access to and make improvements to the Park. Extension of the street under this scenario does not relieve the Developer of future obligations to extend and complete all street and shared use path improvements to the south across the frontage of the park.”

Section V (I) (e) Trail Adjacent to Park is replaced in its entirety as follows:

“Developer shall be responsible for the construction of a paved trail adjacent to the south property line of the park land to the City’s specifications as approved as part of the Conservation Subdivision open space and landscape plan requirements for final plat approval. The City may require as part of the Conservation Subdivision final plat approval that the Developer provide for connecting trail(s) to the park trail from Parcel 6. Other trails and recreational improvements within the park land are the responsibility of the City of Ames.

D. CITY GREENWAY

With this addendum, the Developer agrees to complete a new east west Greenway as described herein. A new Section V (H) is added to the Original Agreement as follows:

“The Developer shall provide to the City a 20-foot easement for purpose of constructing and maintaining a paved 10-foot wide shared use path. The dedication of the greenway easement and the trail improvements shall be at no cost to the City. The path will extend from Hyde Avenue to the west property line of the development on a route that is approved by the City, but generally shown on Attachment “AA”. The developer is responsible for the design and construction of the trail at their sole cost, with the exception of the cost of crossing the north south waterway. The design shall be approved by the City and include the crossing of the waterway. The developer shall be responsible for all permitting needed for work within the flood plain to allow for the construction of the trail and the crossing.

The City will construct a crossing of the north/south waterway at an agreed upon location to complete the connection of the path to the developer’s construction of the path and embankments. The developer shall either connect the path to the bridge placed by the City at the approved location or construct the path to within at least 60 feet of the approved location for placement of the bridge on each side of the bridge if the bridge is not in place at the time of the construction of the path. The Developer shall provide to the City at no cost any necessary temporary construction easements for the placement of the bridge.

Upon acceptance of the dedication and improvements, the City will be responsible for the upkeep and maintenance of the paved trail. The HOA shall be responsible for general mowing and vegetation management within the easement and reflected as such as in the CC&Rs of the Conservation Subdivision. The greenway easement shall be provided with the first final plat and the path shall be built concurrent with development of adjacent Parcels. However, upon completion of the Park Parcel improvements, the developer’s path construction must also be completed to make a connection to the Park, unless agreed upon by the City Council for a different phasing schedule due to the timing of bridge placement. Construction of the trail between Parcel 9 and Parcel 7 would satisfy the timing requirement for connecting to the park”

III. SAVINGS CLAUSE OF OTHER PROVISIONS OF ORIGINAL AGREEMENT

The Parties expressly agrees that all other terms and requirements of the Original Pre-Annexation Agreement and 2016 Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to the Original Agreement to be signed by their authorized representatives as of the date first above written.

<p>CITY OF AMES, IOWA</p> <p>By _____ John A. Haila, Mayor</p> <p>Attest By _____ — Diane R. Voss, City Clerk</p> <p>STATE OF IOWA, COUNT OF STORY, ss:</p> <p>On this ____ day of _____, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared John A. Haila and Diane R. Voss, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the ____ day of _____, 2021, and that John A. Haila 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>ROSE PRAIRIE, L.L.C.</p> <p>By _____ — Terry Lutz, Manager</p> <p>STATE OF IOWA, COUNT OF STORY, ss:</p> <p>This instrument was acknowledged before me on _____, 2021, by Terry Lutz, Manager of Rose Prairie, L.L.C.</p> <p>_____ Notary Public in and for the State of Iowa</p>
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Attachment AA

HAYDEN'S PRESERVE MASTER PLAN - 2021 REVISION



building strong communities.

1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE:
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

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OWNER/APPLICANT:
ROSE PRAIRIE LLC
1360 NW 121ST STREET
CLIVE, IOWA 50325
(515) 964-1229
ATTN: TERRY LUTZ

ENGINEER/SURVEYOR:
McCLURE ENGINEERING COMPANY
1360 NW 121ST STREET
CLIVE, IOWA 50325
(515) 964-1229
ATTN: CALEB SMITH

LEGAL DESCRIPTION:
ROSE PRAIRIE FINAL PLAT LOT 2

PROPOSED ZONING:
CONVENIENCE GENERAL SERVICE (CGS)
RESIDENTIAL MEDIUM DENSITY (FS-RM)
RESIDENTIAL LOW DENSITY (FS-RL)

FUTURE DEVELOPMENT
BY OTHERS

200' REZONING BOUNDARY

HYDE AVENUE

200' REZONING BOUNDARY

WEST 190TH STREET

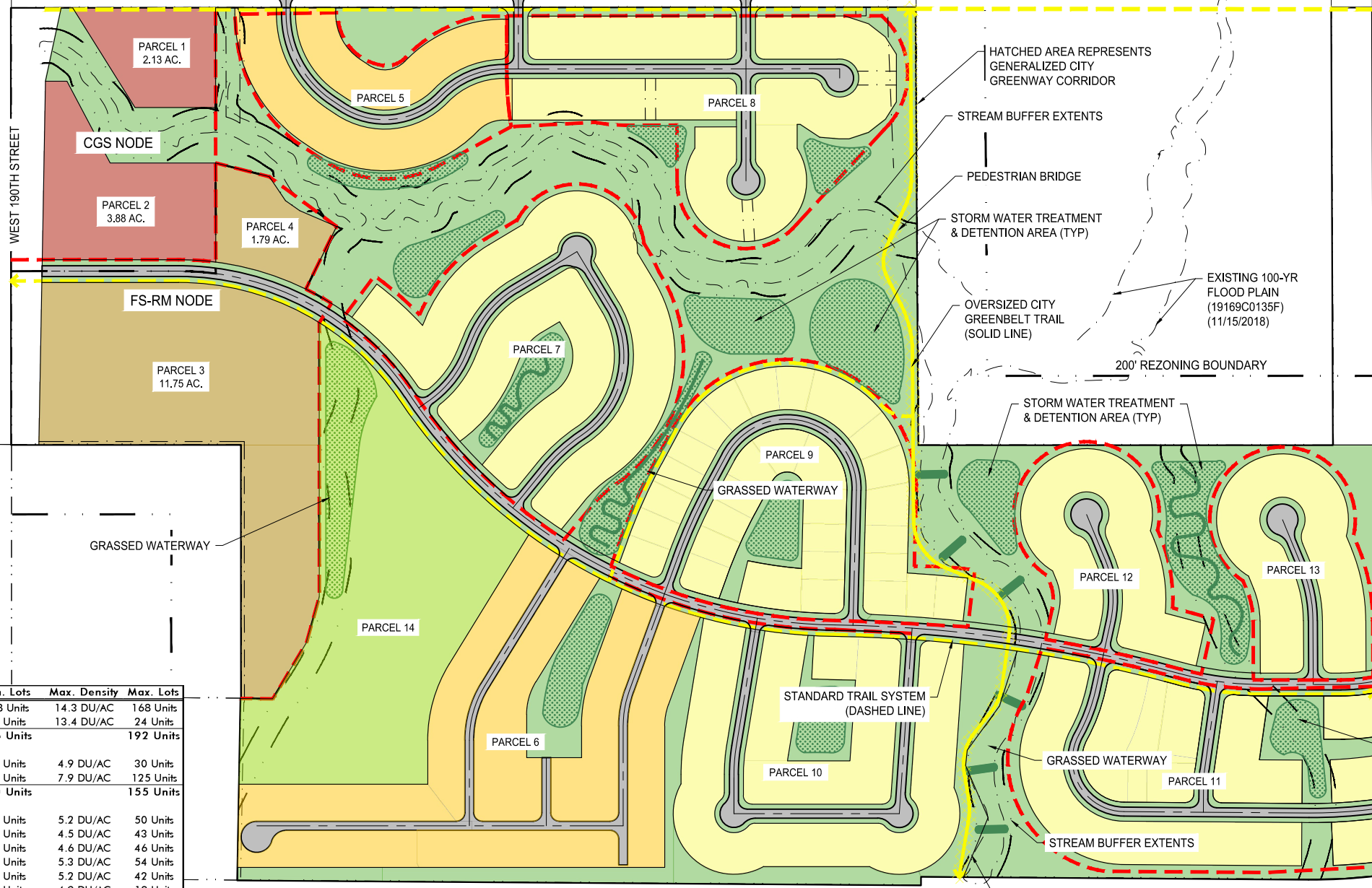
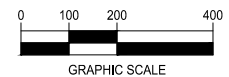
200' REZONING BOUNDARY

FUTURE DEVELOPMENT
BY OTHERS

CHICAGO AND NORTHWESTERN RAILROAD

200' REZONING BOUNDARY

HATCHED AREA REPRESENTS
GENERALIZED CITY
GREENWAY CORRIDOR



DEVELOPMENT SUMMARY

TOTAL AREA = 170.33 ACRES

CGS	= 6.01 ACRES (3.5%)
FS-RM	= 13.54 ACRES (7.9%)
FS-RL	= 76.83 ACRES (45.1%)
PUBLIC ROW (IN CGS & FS-RM)	= 3.89 ACRES (2.3%)
PUBLIC ROW (IN FS-RL)	= 19.21 ACRES (11.3%)
DEDICATED OPEN SPACE*	= 38.22 ACRES (22.4%)
PUBLIC PARK*	= 12.67 ACRES (7.4%)

ESTIMATED RESIDENTIAL UNIT COUNT

Parcel	Land Use	Developable Area	Min. Density	Min. Lots	Max. Density	Max. Lots
3	Medium Density	11.75 Ac	10.0 DU/AC	118 Units	14.3 DU/AC	168 Units
4	Medium Density	1.79 Ac	10.0 DU/AC	18 Units	13.4 DU/AC	24 Units
FS-RM SubTotal		13.54 Ac		136 Units		192 Units
5	Single Family Attached	6.11 Ac	5.00 DU/AC	31 Units	4.9 DU/AC	30 Units
6	Single Family Attached	15.80 Ac	5.00 DU/AC	79 Units	7.9 DU/AC	125 Units
FS-RL (Attached) SubTotal		21.91 Ac		110 Units		155 Units
7	Single Family	9.66 Ac	3.75 DU/AC	36 Units	5.2 DU/AC	50 Units
8	Single Family	9.51 Ac	3.75 DU/AC	36 Units	4.5 DU/AC	43 Units
9	Single Family	9.90 Ac	3.75 DU/AC	37 Units	4.6 DU/AC	46 Units
10	Single Family	10.10 Ac	3.75 DU/AC	37 Units	5.3 DU/AC	54 Units
11	Single Family	8.08 Ac	3.75 DU/AC	30 Units	5.2 DU/AC	42 Units
12	Single Family/Villas	3.71 Ac	3.75 DU/AC	14 Units	4.9 DU/AC	18 Units
13	Single Family	3.96 Ac	3.75 DU/AC	15 Units	5.1 DU/AC	20 Units
FS-RL (Detached) SubTotal		54.92 Ac		205 Units		273 Units
Total Residential		90.37 Ac		451 Units		620 Units

NOTE: AREAS DESCRIBED IN THIS TABLE ARE NET ACRES

NOTES

- 1) ALL GREEN SPACE AREAS AND LOT CONFIGURATIONS INSIDE THE PARCEL BOUNDARIES ARE TO BE DEPICTED AND DESIGNED BY FUTURE PRELIMINARY PLAT(S). *OPEN SPACE AREAS INSIDE INDIVIDUAL PARCEL BOUNDARIES IN RED HAVE NOT BEEN INCLUDED IN THE OVERALL OPEN SPACE CALCULATIONS.
- 2) *OPEN SPACE REQUIRED (25%) INCLUDES BOTH DEDICATED OPEN SPACE AND CITY PARK. 29.9% IS PROVIDED.
- 3) NO MORE THAN 25% OF THE UNITS IN ANY ONE APARTMENT BUILDING CAN CONTAIN THREE BEDROOMS. ALL OTHER UNITS SHALL BE ONE- OR TWO-BEDROOM UNITS.
- 4) STREET ALIGNMENTS ARE GENERALIZED.

HAYDEN'S PRESERVE REVISED MASTER PLAN - 2021 REV.

AMES, IA
2212007
JUNE 3, 2021

REVISIONS

ENGINEER
J. BECKER

DRAWN BY
J. BECKER

CHECKED BY
C. SMITH

FIELD BOOK NO.

DRAWING NO.
MP-01

SHEET NO.
1 / 1

I:\projects\2021\Hayden's Preserve\2021\20210707\Design\Revised Master Plan - 2021 Revision - CP7.dwg 6/3/2021 12:00 PM

Attachment BB -Park Improvements Grading

