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

Prepared by: Douglas R. Marek, City of Ames Legal Department, 515 Clark Avenue, Ames, Iowa 50010 (Phone: 515-239-5146)
Return to Ames City Clerk, P.O. Box 811, Ames, IA 50010

**AN AGREEMENT PERTAINING TO THE REZONING
AND INSTALLATION OF SIDEWALKS AT
530 AND 900 SOUTHEAST 16th STREET IN THE CITY OF AMES**

THIS AGREEMENT, made and entered into this _____ day of May, 2010, by and between the CITY OF AMES, IOWA (hereinafter called “City”), and Hickory Park, Inc. (hereinafter called “Developer”), their successors and assigns,

WITNESSETH THAT:

WHEREAS, the parties hereto desire the rezoning and development of an area comprised of Part-Parcel C and Part-Parcel D, legally described as set out on Attachment 1, hereinafter called the Site; and,

WHEREAS, Developer has applied to the City for rezoning of the Site from Agriculture (A-1) to Highway Oriented Commercial (HOC); and,

WHEREAS, the Land Use Policy Plan and Development Standards for the Site provide for installation of sidewalks in the public right-of-way; and

WHEREAS, Developer has agreed to install sidewalks in the public right-of-way as a condition of rezoning the Site to HOC;

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

I. PURPOSE

A. It is the purpose of this Agreement to:

1. Document, record, and give notice of a certain requirement of the Developer to install sidewalks in the public right-of-way adjacent to the Site.
2. Provide remedies to the City in the event the said sidewalk is not installed by the Developer.

B. This Agreement does not create or vest in any person or organization, other than the City, any rights or cause of action with respect to any performance, obligation, plan, schedule or undertaking stated in this Agreement, with respect to the Developer. No person shall have any cause of action or recourse against the City or Developer by reason of any such amendment, modification, or release.

II. SIDEWALKS TO BE INSTALLED BY DEVELOPER

A.. Prior to the issuance of an occupancy permit by the City for any structure on Part-Parcel C, Developer shall, at no cost to the City, install sidewalks to the specifications of the City Engineer within the public right-of-way on the south side of Southeast 16th Street adjacent to Part-Parcel C.

B. Prior to the issuance of an occupancy permit by the City for any structure on Part-Parcel D, Developer shall, at no cost to the City, install sidewalks to the specifications of the City Engineer within the public right-of-way on the south side of Southeast 16th Street adjacent to Part-Parcel D.

III. CITY'S REMEDIES

A. It is understood and agreed that the City shall not issue any occupancy permits with respect to any structure on a Part-Parcel of the Site for which the Developer has failed to install a sidewalk adjacent to that Part-Parcel.

B. All ordinances, regulations, and policies of the City now existing, or as may hereafter be enacted, shall apply to activity on and uses of the Site.

IV. COVENANT WITH THE LAND

This Agreement shall run with the Site and shall be binding upon the Developer, its successors and assigns.

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 Campbell, Mayor

Attest by:

Diane R. Voss, City Clerk

STATE OF IOWA, STORY COUNTY ss:

On this _____ day of May, 2010, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and Diane R. Voss, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the _____ day of _____, 2010, and that _____ 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.

Notary Public in and for the State of Iowa

HICKORY PARK, INC.

By: _____
David E. Wheelock, President

STATE OF IOWA, STORY COUNTY ss:

This instrument was acknowledged before me on May _____, 2010, by David E. Wheelock as President of Hickory Park, Inc.

Notary Public in and for the State of Iowa