

COUNCIL ACTION FORM

REQUEST: ADDENDUM TO PRE-ANNEXATION AGREEMENT WITH ROSE PRAIRIE, LLC.

BACKGROUND:

The owners of Rose Prairie, a 170-acre site at the corner of Grant Avenue and 190th Street, are requesting changes to the agreement governing the development of the property. This pre-annexation agreement was originally approved on July 22, 2010 as part of the site's annexation into the City. However, the original development never happened, the property changed hands, and the current owner, Rose Prairie LLC (represented by TerShe Development), wishes to move forward with a proposed residential and commercial development that requires several changes to that original agreement in order to proceed with the project. The request for changes was initially presented to the City Council in August, 2015. Subsequently, a more limited set of requested amendments was presented to the City Council on April 12, 2016.

At the April 12, 2016 meeting, City Council was presented with changes regarding the development size increasing from 292 single family homes plus additional townhomes to a mix of detached and attached single family and apartments totaling a maximum of 739 dwelling units and 10 acres of commercial land; the extension of the connection fee repayment provisions from July 2020 to June 30, 2023; the elimination of a fire sprinkler requirement for single-family homes; the shift in the placement of a shared use path; the allowance for phasing of the development; and for portions of the site to be sold to other developers. At that meeting, staff also recommended that dedication of an approximately 5-acre neighborhood park should occur due to the size of the proposed project. City Council consented to allow the applicant to propose a rezoning of the site and to consider a limited set of amendments to the agreement as was described in the April staff report.

The developer has now completed a master plan for development of the site and requests that City Council agree to the attached addendum to the development agreement. Staff has identified the changes and described their intent below:

- Increase in the maximum number of dwelling units from the 292 single-family homes and about 8 acres of townhomes for development of the site proposed (and included as an attachment in the 2010 agreement) to a maximum of 746 total housing units mixed between detached and attached-single family and small medium density apartments as represented by a rezoning Master Plan that accompanies the request.

This number represents a maximum number of dwelling units that can be built and is limited further by the Master Plan to no more than 246 multi-family homes

with the remainder of the units as single-family homes (attached and/or detached). The agreement adopts a new Attachment 1, which is also the Master Plan for the proposed rezoning. It is the Master Plan that sets maximum densities and housing types.

- Allow a rezoning to FS-RL (Suburban Low Density Residential), FS-RM (Suburban Medium Density Residential), and CGS (Convenience General Services) rather than limited to only FS-RL.

The existing agreement explicitly limits rezoning options to only FS-RL. The proposed agreement limits rezoning to FS-RL, FS-RM, and CGS. The accompanying rezoning request identifies those areas for rezoning.

- Delete specifications for street improvements.

Staff recommends deleting this provision, since we have now adopted a full Conservation Subdivision Ordinance and will review stormwater treatment through the standards of our Subdivision Ordinance rather than as was originally proposed by the developer.

- Relocate the shared use path from the railroad side of the project to Grant Avenue.

The proposed shared use path will now be located along the west side of Grant Avenue rather than along the railroad tracks. The agreement specifies that the path will be constructed across the Sturgis frontage to connect to future development to the south.

- Change the full repayment terms for the water and sanitary sewer connection districts from 2020 to 2023.

The developer is requesting a delay in the full payback for sanitary sewer and water connections to reflect the now six-year delay in moving forward with the development. Staff has agreed to accommodate a three-year postponement of the final payments for sewer and water connection fees. The provision for full payment of outstanding fees in 2023 remains as part of the agreement.

- Eliminate the fire sprinkler requirement for single-family homes.

This was also not required for the other North Growth Area developments. The City has adopted a more flexible policy regarding the response times for emergency services.

- Dedication of 5 acres of land for a neighborhood park.

Attachment 1 to the Addendum identifies the general location of the 5 acre park that will be dedicated with this development. Attachment 2 provides the general

grading that must be done prior to acceptance by the City. The Addendum defines when the park must be dedicated to the City (when a certain level of development occurs or no later than September 2023). The park must also have a certain level of topsoil and have all street frontage improvements (sidewalks, shared use paths, street trees, and a water service stub) installed prior to dedication to the City.

- Allow phasing of development and sale of undeveloped parcels without triggering full payback.

The structure of the current agreement requires payoff of prorated amounts of sanitary sewer and water fees. The developer's intent is to sell large portions of the 170-acre site to other developers and builders. Added language makes clear that a phasing of outlots could be approved by the City that does not trigger the payoff amounts. However, the full payoff provision triggered in 2023 remains.

ALTERNATIVES

1. The City Council can approve the Addendum to the Pre-Annexation Agreement for the Rose Prairie.

Approval of the agreement would allow the accompanying rezoning request to, likewise, be approved.

2. The City Council can deny approval of the Addendum to the Pre-Annexation Agreement for the Rose Prairie and give specific direction to staff on what changes are needed.
3. The City Council can defer action on this request and refer it back to City staff and/or the applicant for additional information.

CITY MANAGERS RECOMMENDATION:

In order to allow the rezoning of the 170 acres of Rose Prairie to occur and to allow the proposed development to move forward, specific changes are needed to the 2010 Pre-Annexation Agreement. The direction given to staff by the City Council in August, 2015 and April, 2016 has been incorporated into the Addendum to the Pre-Annexation Agreement (this action) and into the rezoning Master Plan (the accompanying action item). Provided that the City Council supports the level of development requested by the developer, staff believes the provisions of the agreement meet the developer's interests and are beneficial to the City as well.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, which is to approve the Addendum to the Pre-Annexation Agreement for Rose Prairie.

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

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

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

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

WITNESSETH THAT:

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

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

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

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

**I.
 INTENT AND PURPOSE**

- A. It is the intent of this Agreement to:
 - 1. Recognize that the Developer is the owner of the Site which is located outside of the City limits but is within the two-mile fringe area set forth in Iowa Code § 354.8.
 - 2. Acknowledge that the City and Developer desire to have the Site developed within the City if, but only if, certain conditions precedent identified herein (the "Conditions Precedent") are satisfied.

- B. It is the purpose of this Agreement to:
 - 1. Document, record, and give notice of, a certain plan of development, and the public and private measures and undertakings essential to the implementation of that plan of development, for the Site.
 - 2. Provide remedies to the City in the event the said plan of development is not adhered to or achieved by the Developer.
 - 3. Provide remedies to the Developer in the event certain Conditions Precedent, as set forth herein, do not take place.

II. CONDITIONS PRECEDENT

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

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

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

III. CITY'S REMEDIES

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

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

IV. PLATTING PROCESS

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

V. IMPROVEMENTS

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

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

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

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

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

B. Water System Improvements

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

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

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

that are necessary for the development of adjacent properties.

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

C. Sanitary Sewer Improvements

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

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

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

D. Storm Sewers and Storm Water Management

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

E. Sidewalks and Shared Use Paths

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

F. Electric

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

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

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

G. Street Tree Planting Plan

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

H. Building Requirements

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

VI. DIVISION OF LAND

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

VII. MODIFICATION OF AGREEMENT

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

**VIII.
SECURITY**

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

**IX.
COVENANTS RUN WITH THE LAND**

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

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

CITY OF AMES, IOWA

By: *Tom 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

pg. 13

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

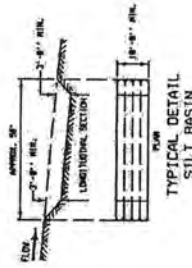
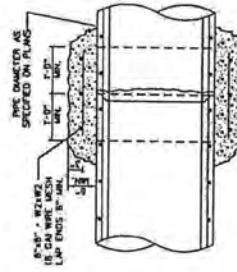
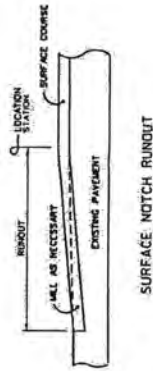
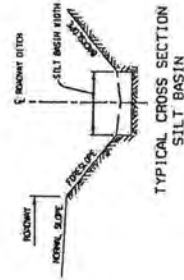
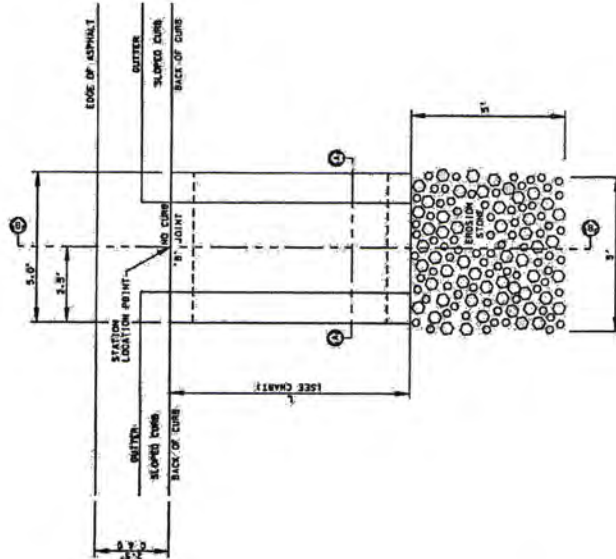
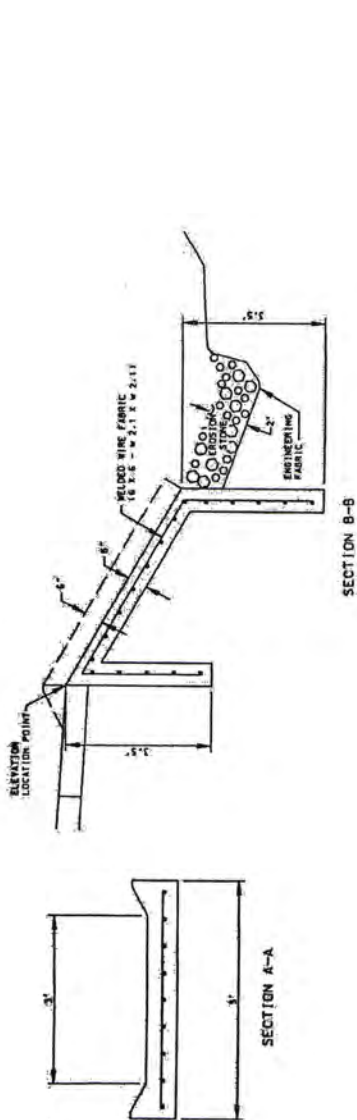


OWNER/ DEVELOPER
STORY COUNTY LAND COMPANY
WEST DES MOINES, IOWA 50266
515-877-2500

SITE DATA
SINGLE FAMILY LOTS: 292
TOTAL AREA: 8,166,845 SF (187.89 AC)
TOTAL OPEN SPACE: 3,550,301 SF (80.57 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

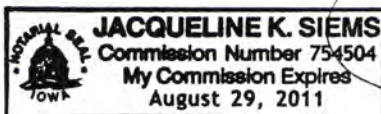
Fidelity Bank, Lienholder

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

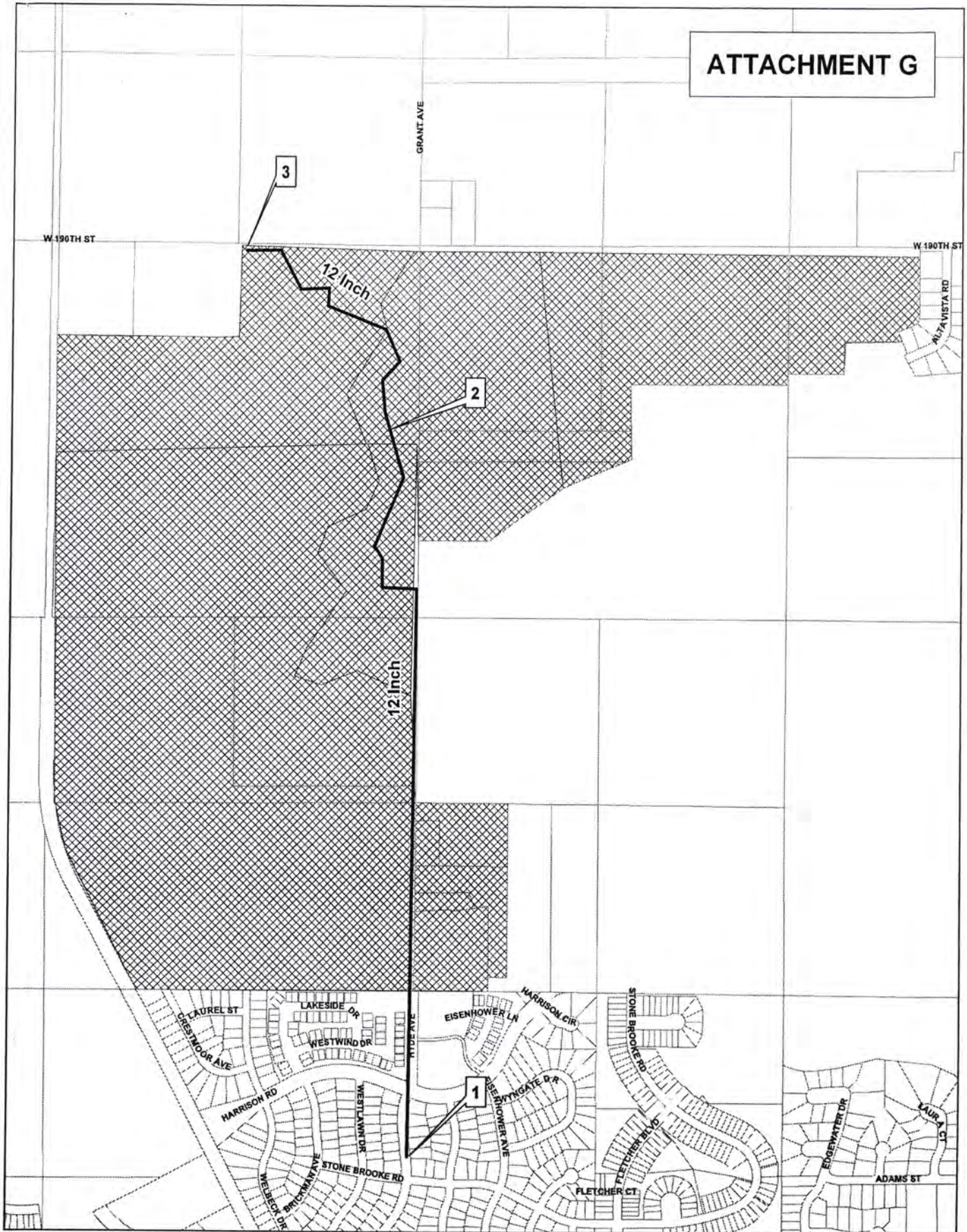
| | Name and Address | Legal Description | Assessment | Percent of Cost |
|---|---|--|----------------|-----------------|
| 1 | Story County Land LC 6800 Lake Dr, Ste 125 West Des Moines, IA 50266-2504 | NE ¼ Parcels 'E' & 'F', Slide 9 Pg 1, Story County, Iowa <u>Address: 2250 W 190th St</u> (05-21-200-120) | \$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

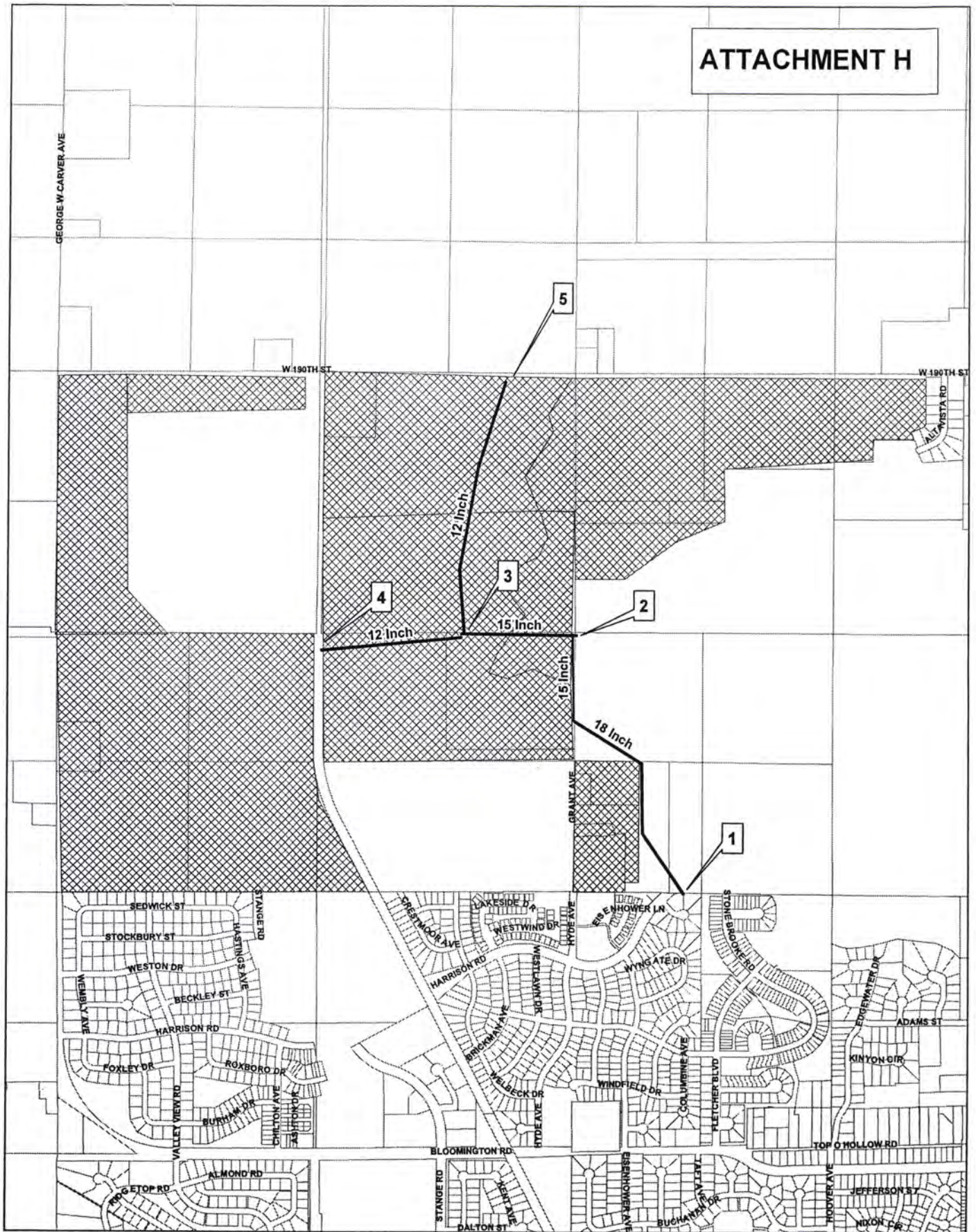


1 inch = 500 feet
0 250 500 Feet

— Water Main Potential Water Connection District



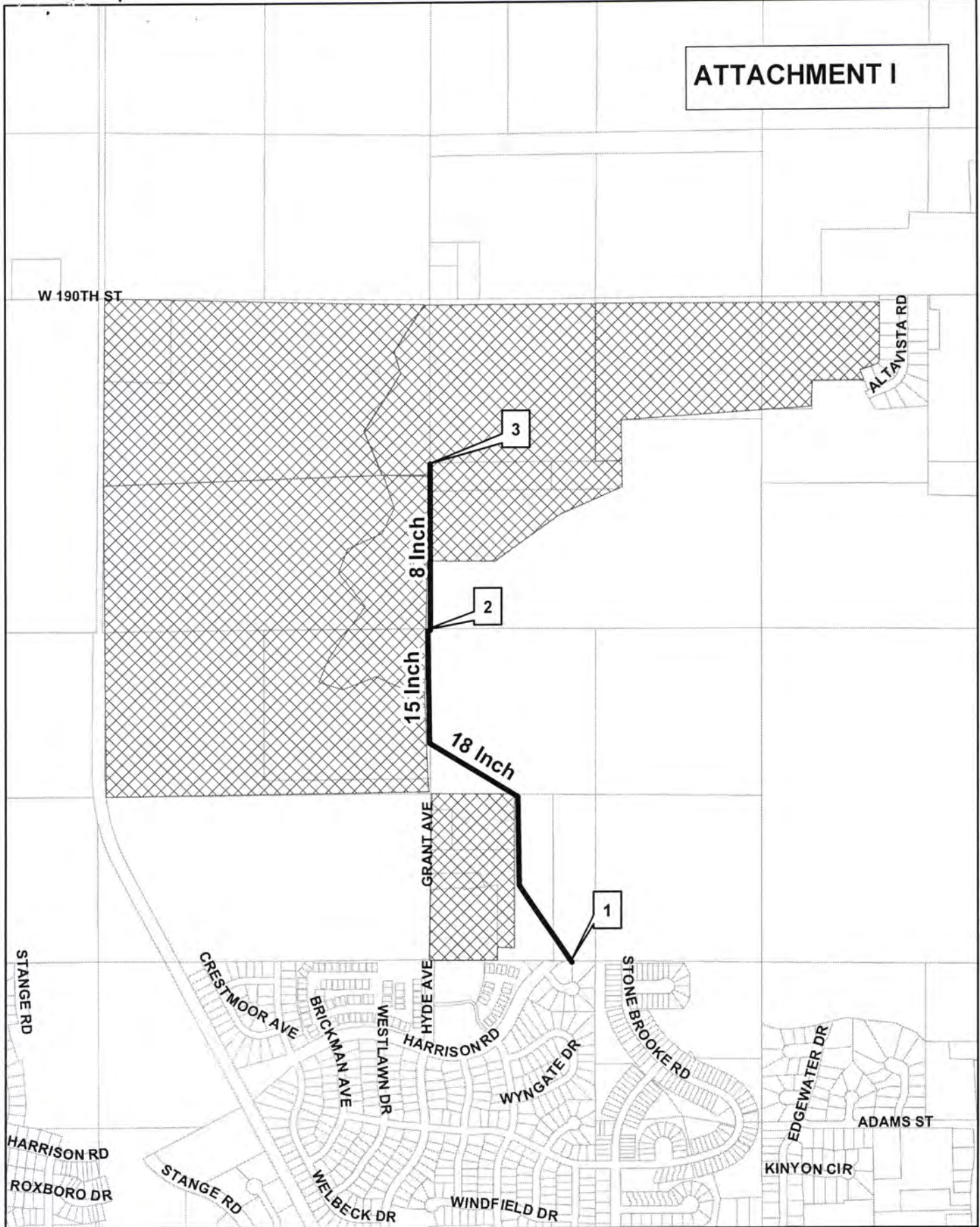
ATTACHMENT H



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 = 500 feet
810 200 0 810 Feet

 Grant Ave Paving Special Assessment Area



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

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

**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 ROSE PRAIRIE**

THIS ADDENDUM TO THE PRE-ANNEXATION AGREEMENT is made and entered into this _____ day of _____, 2016, 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 20th 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 desires to amend specific provisions of the Pre-Annexation Agreement, including those relating to the master plan in order to provide a greater

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 _____ Ann H. Campbell, Mayor</p> <p>Attest</p> <p>By _____ Diane R. Voss, City Clerk</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this _____ day of _____, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known 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 _____, 2016, and that Ann H. Campbell and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.</p> <p>_____ Notary Public in and for the State of Iowa</p> | <p>ROSE PRAIRIE, L.L.C.</p> <p>By _____ Terry Lutz, Manager</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>This instrument was acknowledged before me on _____, 2016, by Terry Lutz, Manager of Rose Prairie, L.L.C.</p> <p>_____ Notary Public in and for the State of Iowa</p> |
|--|--|