

Staff Report

**REQUEST FROM DICKSON JENSEN FOR SIDEWALK WAIVER ADJACENT
THE BRICKTOWNE DEVELOPMENT**

August 11, 2020

BACKGROUND:

The Bricktowne project was approved in 2017 and included a development agreement along with subsequent Final Plat and Planned Residence District (PRD) Major Site Development Plan approvals. (Attachment A: Location Map) The construction of Highway 69 improvements by the City and the installation of five-foot sidewalks by the developer are components of the development agreement and the project approvals. Based upon the City's Municipal Code standards and the associated agreements for the project, staff informed the property owner, Dickson Jensen, in July 2020 that staff would no longer issue building permits and grant apartment occupancy permits for the site due to the lack of construction of the required sidewalk.

In response to the City staff comments, Mr. Jensen requests that City Council waive the requirement for installation of the sidewalks for reasons related to conditions of the ditch in the right-of-way and that the sidewalk does not connect to other areas. The request describes a number of different requests related to the two individual segments of sidewalks, one segment is for the residential area at the south end of the site and one segment for the commercial area at the north end of the site. (Attachment B: Developer's Request)

Development of the site was first addressed with approval of a contract rezoning development agreement in November 2016 when the site was rezoned from Highway-Oriented Commercial to Residential High Density, subsequently modified to a PRD zoning district. As part of the rezoning process the City entered into an agreement outlining certain restrictions on use of the site, developer obligations for public improvements and additional regional stormwater improvements, and City of Ames obligations for Highway 69 improvements.

The agreement specifically calls out sidewalk improvements, including off-site improvements across the cemetery frontage, as the developer's responsibility based upon phasing of the project or as approved by City Council. (Attachment C-See Section III). The commercial frontage sidewalk is required within 12 months of completing the road. The agreement did not specify any specific conditions regarding the adjacent right-of-way following the completion of the road improvements. Section V. also notes that the plans were conceptual in nature and subsequent approvals would conform to City standards.

The Developer proceeded to seek Preliminary Plat and Site Development Plan approval for the site in July 2017. City Council approved the project plans consistent with City Subdivision standards of Chapter 23 for sidewalk installation and a Major Site Development Plan showing the planned improvements of front yard landscaping and sidewalk along Highway 69 as a developer improvement. The final plat was approved in November of 2017 and included the City's standard sidewalk deferral agreement (Attachment D) allowing for posting of financial security and up to a three-year deferral, including the ability for the City to withhold permits if the sidewalks are not completed.

The City started construction of the Highway 69 improvements in the summer of 2018. City engineering staff communicated with the developer's representative during the design of the project and during its construction about the ditch design and leaving a flat "bench" along the property's frontage to allow for sidewalk installation. The Iowa Department of Transportation and City of Ames accepted the highway improvements as complete in October 2019 and closed out the project at that time. Staff responded to complaints about slope stability in the spring of 2020. There is currently a bench that is rough graded in the right-of-way for the sidewalk.

The developer started development of the project at the south entrance to the project at Jade Street and received the first apartment building occupancy approval in January 2019, with the condition that front yard landscaping and sidewalk installation were still needed. (Attachment E-Site Plan) Subsequently, five additional buildings have received an occupancy permit and two other buildings are still under construction. A Kum & Go station was constructed at the north end of the site at the Crystal Street intersection with the required sidewalk in 2019.

The developer received a permit from DOT for the sidewalk in September 2019. The developer later received correspondence from DOT in April 2020 stating DOT wanted four feet of separation from the sidewalk to the top of the ditch backslope. The developer then indicated to City staff that he felt the ditch was unsafe and the developer would not install the sidewalk. Staff indicated the developer was responsible for any needed improvements to meet DOT requirements and the sidewalk was still required per the approved plans and agreements. Staff also indicated that an alternative location would be acceptable as a sidewalk easement or a dedication of five additional feet of right-of-way to meet all standards.

OPTIONS:

OPTION 1:

Waiver of 500 feet of sidewalk at south end of the site and defer the construction of the commercial frontage until development of that portion of the site. (Applicant's Request #1)

The developer takes issue with the timing and constructability of the sidewalk installation. The developer states that the sidewalk in front of 120 Jade Street is not constructible with the ditch in its current condition and it should be waived as a requirement due to this condition. The developer also prefers to wait to construct the commercial sidewalk until there is development on the site.

With this option the developer would not build most of the sidewalk that was originally required. City Council would have to grant the waiver of sidewalk construction per requirements of the Subdivision Code that it is impracticable to construct at this time and require financial security for its future construction or waive the improvement in its entirety.

OPTION 2:

Defer construction to coordinate with a future sidewalk in front of the cemetery (Applicant Request #2).

The developer indicates as a separate option that all sidewalks could be deferred until the City completes the intervening segment of sidewalk in front of the cemetery. In the original development agreement, the Developer was also responsible for constructing this segment as well. However, due to the lack of right-of-way after construction of Highway 69 the developer is not required to complete this segment as additional space is needed for the sidewalk to be installed. The City could choose to program a future sidewalk project to fill the gap or wait for future development on the site to trigger sidewalk improvements. There is no CIP project for this sidewalk gap at this time to coordinate with the developer's requirement.

With this option the Council would need to agree to an amendment to the agreement to outline what coordination is required and timing for performance by the Developer. This option does not seem to address the Developer's concern about the right-of-way condition and DOT's request for additional space. The Public Works Department has no intention to modify the ditch from its current design.

OPTION 3:

Require completion of the sidewalks by the developer per the original development agreement

Completion of sidewalks is a developer responsibility for all new subdivisions and developments within the City. The City established an expectation of completing

the sidewalk concurrent with development and within 12 months of completing the road project. Although the developer does not feel the ditch condition is satisfactory, the project was reviewed and accepted by the City and DOT as complete in October 2019. The developer is then responsible for completing the north commercial segment by October 2020. Additionally, the City agreed to allow for temporary deferral based upon the standard sidewalk agreement until occupancy of the apartment buildings or three years, whichever comes first. Eight apartment buildings have received final or temporary occupancy without completion of the sidewalk along Jade. The three-year deadline will be reached in November 2020.

Due to these agreements and City codes, the developer is responsible for completing the improvements regardless of right-of-way conditions. The City would accept the original sidewalk location or an adjusted location to accommodate the DOT's separation requirement. **To enforce this option, the City could withhold permits for non-compliance or even use the posted financial security to complete the improvements by the City at the developer's expense.**

OPTION 4:

Accept developer cash-in-lieu and land dedication

The City Council could accept a cash-in-lieu payment for the 500 feet of sidewalk near Jade to be completed at the time of a future city project for sidewalks in front of the cemetery. Additional space (approximately 5') is also needed to allow for the construction of the sidewalk and meet DOT guidance with dedication of an easement or right-of-way. This option would require the City to obtain an easement across the cemetery frontage and plan for an infill sidewalk to be constructed, or wait for future improvements at the cemetery to match up with the Bricktowne project. The developer has not indicated that they would support this option at this time.

Staff believes this option would require the payment and dedication of additional space in a relatively short time frame in order to allow the issuance of upcoming apartment building permits. Staff would need to prepare a formal estimate and complete agreements with the developer to accomplish this option.

STAFF COMMENTS

Staff has been in contact with the developer for at least a year and a half to have the south segment of sidewalk installed. The granting of occupancy permits has continually been based on the expectation of performance of constructing the sidewalk. Staff has indicated the developer can complete the sidewalk per their approved plans or modify the plan to place it in an easement or in additional right-of-way. Staff has tried to be flexible in terms of phasing and timing while maintaining compliance with City standards and agreements.

Upon notification to the developer in July that additional permits would not be granted, the applicant addressed City staff about their concerns about the ditch. **The City did not specify or commit to any specific ditch condition other than providing the bench as was discussed originally with the applicant. Neither the developer nor staff identified any specific standards that have not been met for the highway project and does not believe the City is responsible for additional right-of-way work. Minor sloughing of the slopes from this past winter has been corrected.**

Staff supports Option 3 as being consistent with standard City practices. Additional delay or waiver of the installation is not consistent with standard policies of the City. The developer is able to achieve the desired outcome with modifications to their plans or by implementing their own approved plans as is expected of all development. Completing the project would likely be at a lower cost by the applicant than by the City.

Construction of the commercial sidewalk segment should occur consistent with the City's standard requirements and the agreement, which is October 2020. The commercial sidewalk can easily be connected to the existing sidewalk segment in front of Kum & Go.

If the City Council is interested in a partial deferral, staff would support Option 4 where the City has control and responsibility for its implementation. Staff suggests that if this option is desirable that it would need to be agreed upon by the developer and executed with the City in relatively short amount of time, no later than September 22, 2020. If it is not agreed to by then, the project would then be held to the original development timeframes for completion of sidewalks this fall.



3117 S Duff Ave

5' Sidewalk to be installed by Developer.

Cemetery Frontage

120 Jade Street

5' Sidewalk to be installed by Developer per Agreement.



Attachment A Location & Sidewalk Exhibit

Attachment B: Developer's Request

Julie Gould

From: Kelly Diekmann
Sent: Monday, August 03, 2020 11:09 AM
To: Julie Gould
Cc: John Joiner; Damion Pregitzer
Subject: Brick Towne Waiver Requests

Kelly Diekmann
Planning and Housing Director

515.239.5400- main | 515.239.5181 direct | 515.239.5404 -fax
kdiekmann@city.ames.ia.us | City Hall, 515 Clark Avenue | Ames, IA 50010
www.CityofAmes.org | ~ Caring People ~ Quality Programs ~ Exceptional Service ~



From: Dickson Jensen <ddjensen2010@gmail.com>
Sent: Monday, August 3, 2020 10:08 AM
To: Kelly Diekmann <kelly.diekmann@cityofames.org>
Subject: Fwd: Sidewalk Options

[External Email]

Kelly,

Here is a copy of an email that I sent to you on April 22, 2020. Likewise, the developer agreement states, "The Developer will dedicate at most 60 feet for Highway 69 right-of-way and install a 5 foot sidewalk in the Highway 69 right of way on the land owned by Developer." This task is not possible with the reasons I explained in my April 22, 2020 email. I request that the City Council waive the requirement for the sidewalk in front of the south end of the Bricktowne development.

Likewise, I request that the City Council defer the placement of the sidewalk on the bare lot south of the new KUM & GO until construction is completed on a commercial project to be built on the bare lot. Construction on the bare lot will destroy the new sidewalk and therefore a new sidewalk will need to be constructed again after the new project is built. That extra cost seems to be an unneeded cost and only adds to higher construction cost for all.

My last request would be if the city is planning on putting a sidewalk across the Story Memorial Gardens cemetery, then I think the design and layout of my 2 sections of sidewalk should be installed at the same time as the cemetery sidewalks, which I would agree to at that time. The city is going to have to do design work to design the cemetery sidewalk and have to do some survey work to obtain land or easements, so I request that if that sidewalk is really going to be installed then my sidewalks make sense and I would work with the city to design my sidewalks at the same time so the sidewalks all align and look and function properly. This teamwork to have a "nice" sidewalk that makes sense on the west side of HWY 69 seems appropriate. The concept of just installing sidewalks to check a box on someone's desk is

not wise. Likewise, I request the city Council understand how poorly the work on the HWY 69 improvements were installed and I request they direct the City to fix the ditches to be safe, attractive and functional for the long years ahead in this area of town where over \$50,000,000 of property tax improvements are being built.

Thank you,

Dickson Jensen

----- Forwarded message -----

From: **Dickson Jensen** <ddjensen2010@gmail.com>

Date: Wed, Apr 22, 2020 at 2:27 PM

Subject: Re: Sidewalk Options

To: Kelly Diekmann <KDiekmann@city.ames.ia.us>

Cc: <JJoiner@cityamesiaus.onmicrosoft.com>

Kelly and John,

The sidewalk is a real safety and maintenance issue. Likewise, the sidewalk is really not necessary, the sidewalk goes nowhere and from nowhere. There is a very nice walkway on the east side of the road that people use. The DOT, according to Tony Gustafson, would prefer to not have the sidewalk because of safety and maintenance. The ditch was not built according to the drawings and the drawings did not contemplate a sidewalk in the ROW (county ditch profile). The construction of the ditch has slopes that are not accurately installed, utility placement issues, water flow issues and is crowded, there is no need to incorporate a sidewalk into the equation. The developer agreement that was signed many years ago (without knowing all the HWY 69 issues) needs to have the sidewalk requirement along HWY 69 removed, the requirement for a sidewalk through the cemetery is already removed so let's remove the rest of the sidewalk requirement for Bricktowne and New Life Church. I would think staff could make that change, they did for the cemetery portion I believe. If not, then we can go to council to explain the issues and let them decide on the maintenance and safety issues.

Thank you,

Dickson

Attachment C: Developer's Agreement

M

✓ DK
Instrument: 2016- 00011643
Date: Nov 21, 2016 09:42:44A
Rec Fee: 55.00 E-Com Fee: 1.00
Aud Fee: .00 Trans Tax: .00
Rec Management Fee: 1.00
Non-Standard Page Fee: .00
Filed for record in Story County, Iowa
Stacie L. Herridse, County Recorder

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

Prepared by: Judy K. Parks, Ames City Attorney, 515 Clark Ave., Ames, IA 50010; 515-239-5146

Return to: Ames City Clerk, Ames City Hall, P.O. Box 811, Ames, IA 50010

(env)

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

THIS AGREEMENT, (this "Agreement") made and entered into this 14th day of November, 2016, by and between the City of Ames, Iowa (hereinafter called "City") and Dickson D. Jensen and Luann C. Jensen (hereinafter called "the Developer"), their successors, heirs, and assigns.

WITNESSETH THAT:

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

WHEREAS, the Developer has applied to the City for rezoning of the Site from the present designations as HOC (Highway Oriented Commercial) and A (Agricultural) to HOC (Highway Oriented Commercial) and RH (Residential High Density), consistent with the Land Use Policy Plan as depicted in the "Rezoning Plat" attached hereto and made a part of this Agreement as set forth in Exhibit 'B'; and

WHEREAS, the Developer has proposed a "Concept Plan" to guide the general layout, design, and intensity of future development attached hereto and made a part of this Agreement as set forth in Exhibit 'C.' The Parties understand and agree the Plan is conceptual in nature and may be modified as necessary, but the Development shall generally constitute workforce housing; and

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

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

**I.
INTENT AND PURPOSE**

- A. It is the intent of this Agreement to:
1. Induce the City to rezone the real property subject to development, and the Developer will not be bound by this agreement if the rezoning is not approved.
 2. Recognize that Developer is owner of the Site which is being rezoned;
 3. Provide for completion of storm water improvements for the land being rezoned as well as for additional land in the vicinity in a manner consistent with the Teagarden Drainage Study.
 4. Provide for off site street and bicycle improvements required for the development that is contemplated to occur on the Site, as well as provide for rehabilitation and widening of South Duff Avenue and signalization of the intersection of South Duff Avenue with Crystal Street.
 5. Allow for cost allocation of the storm water and off-site street traffic improvements between the parties.

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

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

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

In conjunction with the construction of its storm water improvements for the Site, the Developer agrees to build and provide additional storm water improvements in a capacity sufficient to provide adequate storm water management for the Teagarden area at a capacity of no more than 18 acre foot on the middle branch and one acre foot on the north branch, with discharge of these extended detention facilities to consider water quality improvements, airport and safety impacts, and existing capacity downstream infrastructures. The Developer will bear the cost for all of these improvements. The Developer will design the improvements subject to the City's specifications, Statewide Urban Design and Specifications (SUDAS), Iowa Stormwater Management Manual, Ames Municipal Code Chapter 5B, and City of Ames Supplemental Specifications, the Teagarden Drainage Study of August 2015, and will install them only after review and approval has been given by the City of Ames Public Works Department.

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

III. OFF-SITE TRANSPORTATION IMPROVEMENTS AND COST

The City is responsible for all off-site improvements except as noted.

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

The Developer will dedicate at most 60 feet for Highway 69 right-of-way and install a 5 foot sidewalk in the Highway 69 right of way on the land owned by Developer. Developer shall be responsible for the construction of a sidewalk along the frontage of Story Memorial Gardens cemetery, provided that the sidewalk may be placed in existing right of way and does not require Developer to secure an easement from the titleholder of the Story Memorial Gardens cemetery. Frontage improvements shall be completed commensurate with the phasing of residential development, or according to a timeframe directed by the City Council. The sidewalk in front of the commercial portion of the development shall be completed within 12 months of the City finishing the road.

The City shall be responsible, at its own cost, for all other transportation-related improvements outside of the development, including traffic signals and signs, street improvements, utility relocations, CyRide improvements for bus stops, additional or widened lanes, and other sidewalks and shared use paths.

Plans for the South Duff improvements are incomplete at this point, but all South Duff Avenue improvements are subject to approval by the Department of Transportation. Preliminary plans identify the widening principally along the west side of South Duff Avenue. However, in the event there is no reasonable alternative to widening to the west, and any of the improvements on the east cause the need for relocation of the Ames Electric transmission lines or poles, the City and the Developer shall share in the cost of their relocation with the City to be responsible for 75% of the cost and the Developer to be responsible for 25% of the cost. Notwithstanding the foregoing, the Developer's one-quarter share of the cost shall not exceed the sum of \$187,500.00.

IV. DESIGN

The request for rezoning was accompanied by a Concept Plan as set forth in Exhibit 'C' providing for the general layout, design, and intensity of future development. Developer agrees that the Site is limited to a maximum of 750 dwellings, and that up to 10 percent of built units may be three bedroom units.

The Developer understands that site access from South Duff Avenue may be restricted by the City or Department of Transportation and that shared access drives with the commercial and residential development will be required for development of the Site. Proposed site access is shown on Exhibit 'C' attached.

The Developer has stated an intent to make a desirable living environment with on-site amenities and features with development of the Site. The Developer agrees to incorporate recreational and lifestyle amenities commensurate with the phased development of the residential buildings of the Site. Additionally, the Developer shall incorporate architectural features into each building on the Site that helps to create identity as a residential community, enhance the building design, and provide architectural interest and relief elements to building massing. Additionally, the Developer shall incorporate a substantial amount of brick material with each building façade.

Landscaping is a unique feature to the site development. Native grasses, mounding and wetlands for water quality run throughout the development. The Developer intends to apply for a Master Plan for alternative screening as provided in Section 29.403(4)(g) of the Ames Municipal Code. The landscaping on the Site will be consistent with a prairie-style concept with fewer trees due to airport proximity and with smaller bushes replaced by native grasses around the Site. The parties agree that City Staff shall review proposed prairie-style landscaping as part of the review of the Site Plan and approval shall not be unreasonably withheld.

The parties understand and agree that the Developer shall record an avigational easement as shown in Exhibit D prior to the approval of the Site Plan.

V.

NON-INCLUSION OF OTHER IMPROVEMENT OBLIGATIONS

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

VI.

GENERAL PROVISIONS

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

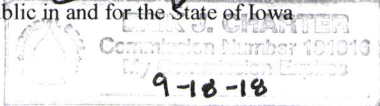
B. Incorporation of Recitals and Exhibits. The recitals, together with any and all exhibits attached hereto, are confirmed by the parties as true and incorporated herein by

reference as if fully set forth verbatim. The recitals and exhibits are a substantive contractual part of this Agreement.

**VII.
COVENANTS RUN WITH THE LAND**

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

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

<p>CITY OF AMES, IOWA</p> <p>By <u>Ann H. Campbell</u> Ann H. Campbell, Mayor</p> <p>Attest <u>Diane R. Voss</u> Diane R. Voss, City Clerk</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this <u>15</u> day of <u>November</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, 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. <u>16-606</u> adopted by the City Council on the <u>11</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><u>Dickson D. Jensen</u> DICKSON D. JENSEN</p> <p>STATE OF IOWA, COUNTY OF <u>Story</u>, ss:</p> <p>This instrument was acknowledged before me on <u>November 14</u>, 2016, by <u> </u>, Dickson D. Jensen.</p> <p><u> </u> Notary Public in and for the State of Iowa</p> <p></p> <p><u>Luann C. Jensen</u> LUANN C. JENSEN</p> <p>STATE OF IOWA, COUNTY OF <u>Story</u>, ss:</p> <p>This instrument was acknowledged before me on <u>November 14</u>, 2016, by <u> </u>, Luann C. Jensen.</p> <p><u> </u> Notary Public in and for the State of Iowa</p>
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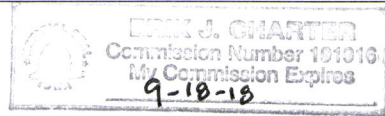


Exhibit A: Legal Description of Site

A PART OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 23, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M. IN THE CITY OF AMES, STORY COUNTY, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY OF DUFF AVENUE AND U.S. HIGHWAY #69 WHICH IS 50 FEET WEST AND 511.1 FEET SOUTH OF THE NE CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW ¼), THENCE CONTINUING SOUTH ALONG SAID RIGHT OF WAY 68 FEET, THENCE NORTH 89°50' W 118 FEET, THENCE NORTH 68 FEET, THENCE S 89°50' E 118 FEET TO THE POINT OF BEGINNING;

AND

BEGINNING AT A POINT 579.1 FEET SOUTH OF THE NE CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., AMES, STORY COUNTY, IOWA, THENCE SOUTH 125 FEET, THENCE WEST 300 FEET, THENCE NORTH 125 FEET, THENCE EAST 300 FEET TO THE POINT OF BEGINNING; LOCALLY KNOWN AS 3325 SOUTH DUFF AVENUE, AMES, IOWA;

AND

PARCEL "J" A PART OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., AMES, STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, ON OCTOBER 6, 1998, AS INST. NO. 98-13885, SLIDE 2, PAGE 4, (SAID PARCEL "J" INCLUDES REAL ESTATE DESCRIBED AS PARCEL "L" A PART OF THE SW ¼ OF SEC. 14-T83N-R24W 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, MARCH 28, 2000, AS INST. NO. 00-03130, SLIDE 62, PAGE 4), EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE: PARCEL "M" A PART OF THE SW ¼ OF SEC. 14-T83N-R24W 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, APRIL 27, 2000, AS INST. NO. 00-04315, SLIDE 66, PAGE 1;

AND

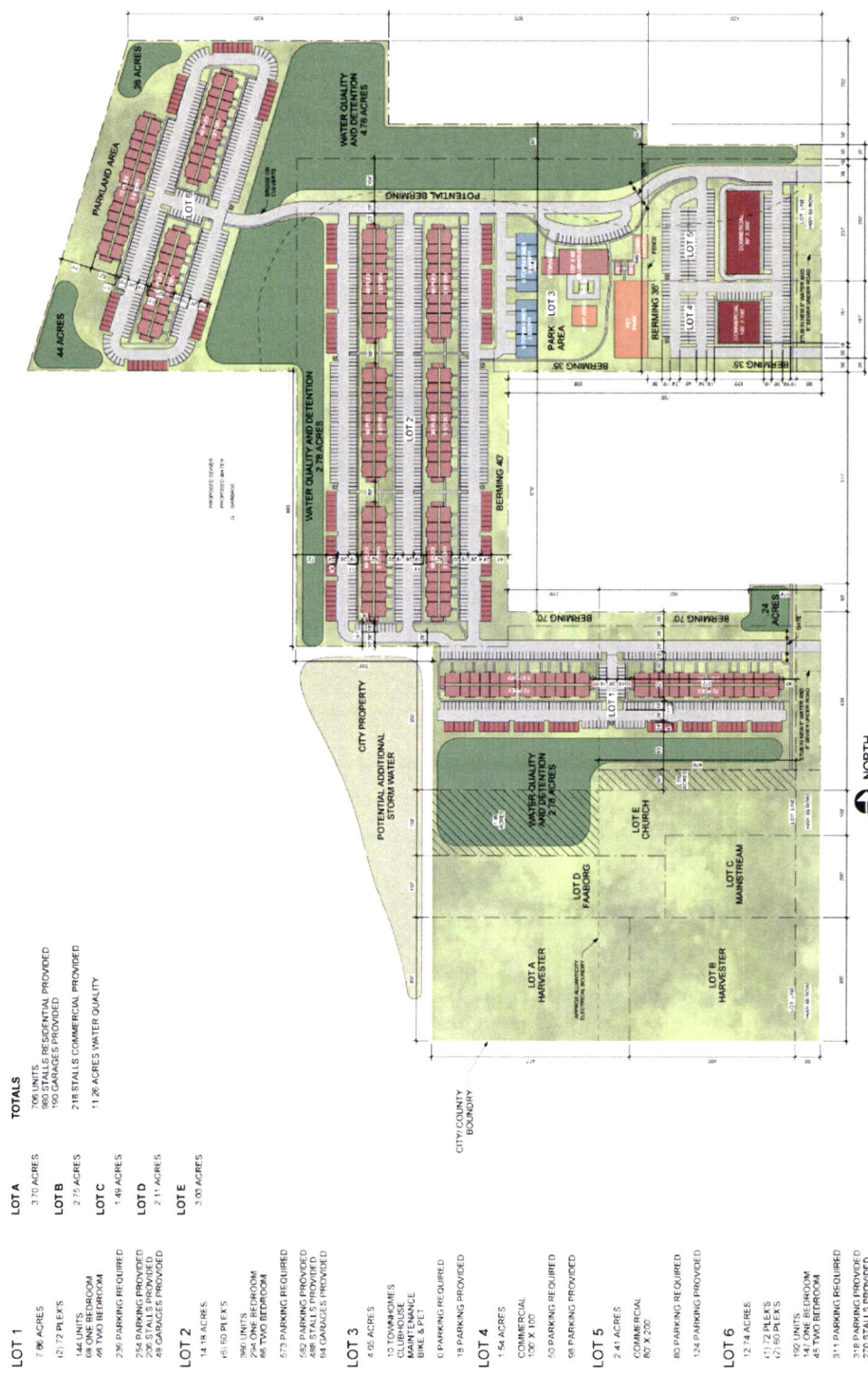
PARCELS "A" AND "B" A PART OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., AMES, STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, ON JUNE 7, 1995, AS INST. NO. 95-04494, BOOK 13, PAGE 70;

AND

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION FOURTEEN (14), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., IOWA, THENCE WEST ALONG THE

SOUTH LINE OF SAID SECTION FOURTEEN (14) TWO HUNDRED EIGHTY (280) FEET TO A POINT, THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID SECTION FOURTEEN (14), ONE HUNDRED (100) FEET, THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION FOURTEEN (14), TWO HUNDRED EIGHTY (280) FEET, THENCE SOUTH ALONG THE CENTER LINE OF SAID SECTION FOURTEEN (14) TO THE PLACE OF BEGINNING, SUBJECT TO HIGHWAY EASEMENTS OF RECORD.

Exhibit C: Concept Plan



TOTALS

176 UNITS
 900 STALLS RESIDENTIAL PROVIDED
 110 GARAGES PROVIDED
 218 STALLS COMMERCIAL PROVIDED
 11.26 ACRES WATER QUALITY

LOT	ACRES	UNITS	RESIDENTIAL PROVIDED	COMMERCIAL PROVIDED	PARKING PROVIDED	WATER QUALITY AND DETENTION
LOT 1	7.96	121	121	0	121	0
LOT 2	14.18	151	151	0	151	0
LOT 3	4.95	10	0	10	0	0
LOT 4	1.54	0	0	0	0	0
LOT 5	2.41	0	0	0	0	0
LOT 6	12.74	172	172	0	172	0

BRICK TOWNE
 AT SOUTH DUFF

Site Plan 19
 2016.09.28

Attachment D: Example of Avigational Easement

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

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

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that Dickson D. and Luann C. Jensen do hereby grant a permanent Avigational Easement to the City of Ames, Iowa authorized by law to own and operate Ames Municipal Airport, for the use of "Navigable Airspace" as defined the Federal Aviation Act of 1956, over all of the following described real estate to wit:

A PART OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 23, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M. IN THE CITY OF AMES, STORY COUNTY, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY OF DUFF AVENUE AND U.S. HIGHWAY #69 WHICH IS 50 FEET WEST AND 511.1 FEET SOUTH OF THE NE CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW ¼), THENCE CONTINUING SOUTH ALONG SAID RIGHT OF WAY 68 FEET, THENCE NORTH 89°50' W 118 FEET, THENCE NORTH 68 FEET, THENCE S 89°50' E 118 FEET TO THE POINT OF BEGINNING;

AND

BEGINNING AT A POINT 579.1 FEET SOUTH OF THE NE CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., AMES, STORY COUNTY, IOWA, THENCE SOUTH 125 FEET, THENCE WEST 300 FEET, THENCE NORTH 125 FEET, THENCE EAST 300 FEET TO THE POINT OF BEGINNING; LOCALLY KNOWN AS 3325 SOUTH DUFF AVENUE, AMES, IOWA;

AND

PARCEL "J" A PART OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., AMES, STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, ON OCTOBER 6, 1998, AS INST. NO. 98-13885, SLIDE 2, PAGE 4, (SAID PARCEL "J" INCLUDES REAL ESTATE DESCRIBED AS PARCEL "L" A PART OF THE SW ¼ OF SEC. 14-T83N-R24W 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, MARCH 28, 2000, AS INST. NO. 00-03130, SLIDE 62, PAGE 4), EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE: PARCEL "M" A PART OF THE SW ¼ OF SEC. 14-T83N-R24W 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, APRIL 27, 2000, AS INST. NO. 00-04315, SLIDE 66, PAGE 1;

AND

PARCELS "A" AND "B" A PART OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., AMES, STORY COUNTY,

IOWA, AS SHOWN ON THE "PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, ON JUNE 7, 1995, AS INST. NO. 95-04494, BOOK 13, PAGE 70;

AND

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION FOURTEEN (14), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M. , IOWA, THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION FOURTEEN (14) TWO HUNDRED EIGHTY (280) FEET TO A POINT, THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID SECTION FOURTEEN (14), ONE HUNDRED (100) FEET, THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION FOURTEEN (14), TWO HUNDRED EIGHTY (280) FEET, THENCE SOUTH ALONG THE CENTER LINE OF SAID SECTION FOURTEEN (14) TO THE PLACE OF BEGINNING, SUBJECT TO HIGHWAY EASEMENTS OF RECORD.

By virtue of this easement, the grantor, for and on behalf of themselves and all successors in interest to any and all of the real property above describe, waives as the City of Ames only, any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means airspace above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (240 U.S. Code 1301, and shall include airspace needed to ensure safety in take-off and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF: The grantor has signed these presents this ____ day of _____, 20__.

Dickson D. Jensen

Luann C. Jensen

STATE OF IOWA }
STORY COUNTY } SS

Personally appeared before me, a notary public in and for the County and State aforesaid Dickson D. and Luann C. Jensen to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the executor thereof.

Dated at _____, this ____ day of _____, 20__.
Executed _____, 2016

Notary Public in and for the State of Iowa

Attachment D: Sidewalk Agreement

Instrument #: 2017-11601
11/16/2017 09:20:14 AM Total Pages: 3
00 OTHER
Recording Fee: \$ 17.00
Stacie Herridge, Recorder, Story County Iowa



Return to:
Jensen Group
4611 Mortensen Rd., Ste. 106
Ames, IA 50014
Attn: Todd Petersen

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
Prepared by/Return to: Kathleen Law, 700 Walnut, Suite 1600, Des Moines, IA 50309; 515-283-3116

AGREEMENT FOR SIDEWALKS

The parties to this Agreement are Dickson D. Jensen and Luann C. Jensen, husband and wife, their successors and assigns, hereinafter referred to as "Owners", and the CITY OF AMES, IOWA, hereinafter referred to as "City".

WHEREAS, the Owners are in the process of platting a subdivision of real estate per Chapter 23 of the Municipal Code of Ames, Iowa, to be known as Bricktowne Ames Subdivision, Ames, Story County, Iowa; and

WHEREAS, the Owners are required to construct sidewalks in the right-of-way of all streets in the subdivision as part of the platting procedure of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby understood and agreed that:

1. The Owners shall construct sidewalks as required by the City for said Subdivision, in accordance with plans and specifications on file with the City's engineers and by this reference made a part of this agreement. Owners may obtain building and zoning permits for lots within said final subdivision plat within 36 months following said subdivision plat approval, with the understanding that an "occupancy permit" under City ordinances shall be withheld with respect to any structure for

which said sidewalk has not been completed until the sidewalk is completed. Further, if the sidewalk is not completed as aforesaid for the segment of the street abutting the structure within 36 months of the approval of said final subdivision plat, the owner of said lot shall install the sidewalk as per City regulations regardless of whether a structure has been constructed on said lot. No building permit shall be issued after 36 months following final subdivision plat approval for a lot unless said sidewalk has been installed.

2. This Agreement shall be filed for record in the office of the Story County Recorder and all covenants, agreements, promises and representations herein stated shall be deemed to be covenants running with the land and shall endure and be binding on the parties hereto, their successors and assigns, for a period of twenty-one years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.

DATED this 7 day of Nov., 2017.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Dickson D. Jensen
Dickson D. Jensen

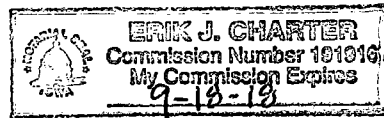
Luann C. Jensen
Luann C. Jensen

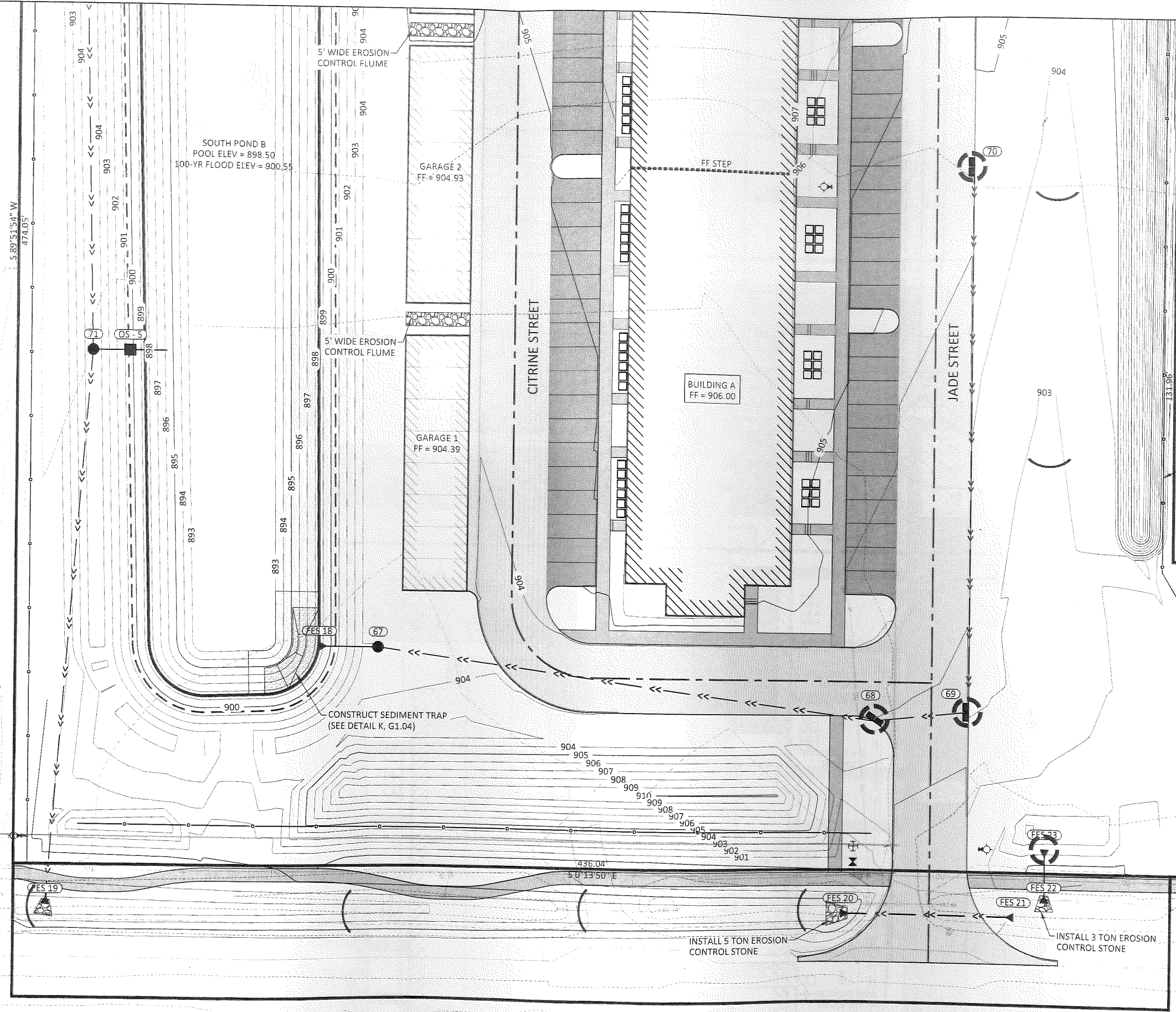
STATE OF IOWA, COUNTY OF STORY, SS.:

This record was acknowledged before me on November 7, 2017, by Dickson D. Jensen and Luann C. Jensen, husband and wife.

STAMP

Erik J. Charter
Notary Public in and for the State of Iowa

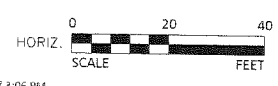




LEGEND:

- SILT FENCE
- SILT FENCE DITCH CHECK
- RIP RAP
- INLET PROTECTION DEVICE

Attachment E: Approved Site Plan with 120 Jade St Sidewalk

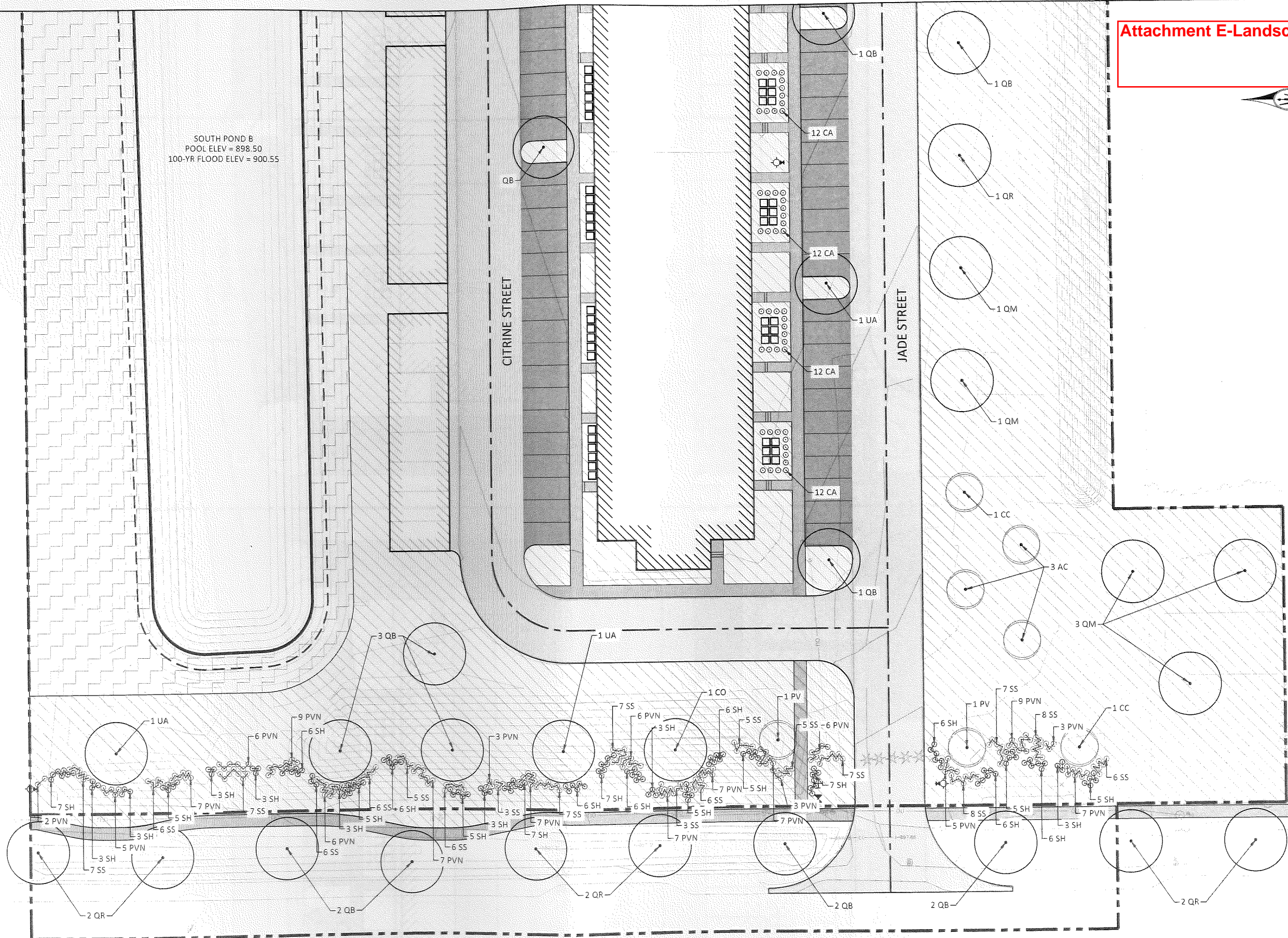


2730 FORD ST., P.O. BOX 668
 AMES, IOWA 50010
 Phone: (515) 233-6100
 Email: Ames@bolton-menk.com
 www.bolton-menk.com

REV.	ISSUED FOR	DATE	DESIGNED
C	FOR BID	8/4/2017	WFK
			DRAWN
			WFK
			CHECKED
			GAB

JENSEN GROUP	SHEET
BRICKTOWNE - SOUTH AMES	
EROSION CONTROL	C1.01

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SOUTH POND B
 POOL ELEV = 898.50
 100-YR FLOOD ELEV = 900.55

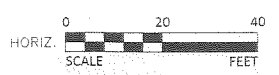
CITRINE STREET

JADE STREET

SOUTH DUFF AVE

Exhibit E: Continued

SHEET
 C5.01



2750 FORD ST, P.O. BOX 668
 AMES, IOWA 50010
 Phone: (515) 233-6100
 Email: Ames@bolton-menk.com
 www.bolton-menk.com

REV	ISSUED FOR	DATE	DESIGNED
0	FOR BID	8/4/2017	WFK
			WFK
			GAB

DESIGNED	WFK
DRAWN	WFK
CHECKED	GAB
JENSEN GROUP BRICKTOWNE - SOUTH AMES LANDSCAPING PLAN	

SHEET
 C5.01

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