

**COUNCIL ACTION FORM**

**SUBJECT: EASEMENT FOR ISU PEDESTRIAN BRIDGE PROJECT WITHIN UNIVERSITY BOULEVARD RIGHT-OF-WAY**

**BACKGROUND:**

Iowa State University is proposing the construction of a pedestrian bridge across University Boulevard, connecting Jack Trice Stadium on the west with satellite parking areas on the east. A rendering of the pedestrian bridge has been provided by ISU staff (Attachment 1). On March 23, 2020, the City Council set the public hearing date for an easement to facilitate this project. Below is a map depicting the location of the proposed bridge:



An easement agreement has been prepared by City and ISU staff (Attachment 2). This agreement allows the bridge's structure to be located within and overtop of the City's right-of-way for a period of 50 years. In exchange for the easement, ISU will pay the City \$1, and agrees to make the bridge accessible for public use as a safe alternative crossing for University Boulevard. The easement provides construction access to ISU and provides that ISU will complete site restoration following construction.

**ALTERNATIVES:**

1. Approve the easement on University Boulevard for the ISU Pedestrian Bridge Project.
2. Reject the easement and direct staff to renegotiate the easement terms.

**CITY MANAGER'S RECOMMENDED ACTION:**

This pedestrian bridge project is the first step in implementing ISU's multiuse entertainment and art district master plan. It should be noted that this bridge will be accessible in the future to those parking lots along S. 16<sup>th</sup> Street. This will significantly improve traffic safety during events by reducing the potential pedestrian and vehicle conflicts seen at the S. 16<sup>th</sup> Street and University Blvd intersection.

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

Attachment 1: Bridge Rendering



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**Legal Description:** See pages 6-9.

**Return document to:** 3550 Beardshear Hall, Iowa State University, 515 Morrill Road, Ames, Iowa 50011

**Document prepared by:** Office University Counsel, 3550 Beardshear Hall, Iowa State University, 515 Morrill Road, Ames, Iowa 50011

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**IOWA STATE UNIVERSITY – CITY OF AMES  
PEDESTRIAN BRIDGE EASEMENT AGREEMENT  
JACK TRICE STADIUM – EAST GATEWAY BRIDGE**

This Pedestrian Bridge Easement Agreement (“**Agreement**”) is entered into April 13, 2021, by and between the City of Ames, Iowa (“**Grantor**”) and the Board of Regents, State of Iowa for the use and benefit of Iowa State University of Science and Technology (“**Grantee**”).

- A. Grantor holds a 160-foot-wide permanent right of way that encompasses University Boulevard between South 16<sup>th</sup> Street and South 4<sup>th</sup> Street in the Northeast ¼ of the Southwest ¼ of Section 10, Township 83 North, Range 24 West in Story County, Iowa (“**Right of Way**”).
- B. Grantee desires to construct a pedestrian bridge on and across a portion of the **Right of Way**. Grantor supports the construction of the pedestrian bridge and is willing to grant Grantee an easement on and across a portion of the **Right of Way** in accordance with the terms of this Agreement.

**TERMS**

- 1. **Location:** Subject to the terms of this Agreement, Grantor grants Grantee an easement that shall be located upon, through, across and/or over portions of the **Right of Way** as more specifically depicted in the Permanent Easement Plat, which is attached as **Exhibit A** and made part of this Agreement (“**Easement Area**”).
- 2. **Use:** Grantee shall use the Easement Area for the purpose of constructing, inspecting, maintaining, and repairing a pedestrian bridge. The parties acknowledge that the pedestrian bridge will be open to use by members of the public, and Grantor and Grantee may use the pedestrian bridge as other members of the public may use it.
- 3. **Access:** Grantee's entrance upon Grantor's **Right of Way** to access the Easement Area shall be over reasonable routes designated by Grantor.

4. Construction Requirements:

- a. Construction Coordination: Grantor and Grantee shall coordinate prior to and during construction of the pedestrian bridge. Grantor and Grantee shall each designate at least one representative to serve as its liaison to the other party regarding the construction.
- b. Construction Plans: Grantee shall submit to Grantor for Grantor's approval a copy of Grantee's plans for construction of the pedestrian bridge. Grantor's approval shall not be unreasonably withheld. Grantee shall certify that the pedestrian bridge is constructed in substantial compliance with the approved plans.
- c. Construction Dates: Grantor and Grantee shall mutually agree on the dates during which the construction activities may occur in order to diminish any adverse impact on Grantor's activities on the Right of Way.
- d. Temporary Construction Easement: Grantor grants Grantee a temporary construction easement in an area immediately adjacent to the Easement Area as identified in the Temporary Easement Plat, which is attached as Exhibit B, for a period of two years from the date of construction commencement solely for the purpose of constructing the pedestrian bridge. However, if Grantee has completed its use of the temporary construction easement prior to the end of the two-year period, the temporary construction easement shall immediately terminate. Grantee's obligations and liability with respect to the Easement Area shall also apply to the temporary construction easement.
- e. Utilities Crossings; Permission from Easement Holder: All crossings of existing sewers, water lines, tile lines, electric lines, telecommunication lines, conduit or other existing facilities shall be made in cooperation with and subject to the specifications of the engineer or other official of Grantor in charge of such installations. Grantor owns a single phase primary underground electric line within the Right of Way that will be protected in place during construction as set forth in the construction plans at Grantee's sole expense. Unite Private Networks owns an underground cable in the Right of Way. Grantor shall require Unite Private Networks to relocate the underground cable by no later than August 31, 2021 at the sole expense of Unite Private Networks.
- f. Restoration: Grantee shall submit to Grantor for Grantor's approval a copy of Grantee's restoration plans for restoring the Easement Area not utilized for the pedestrian bridge and the temporary construction easement area. Grantor's approval shall not be unreasonably withheld. Grantee shall ensure that the restoration is in accordance with the approved plans and all restoration costs shall be at the expense of the Grantee. All ditches, trenches and other excavations shall be firmly filled and maintained in such manner as to present no hazard or obstacle to Grantor's use of the Right of Way for other purposes.
- g. Liens: Grantor's property shall not be subjected to liens of any nature by reason of Grantee's construction, maintenance or repair of the pedestrian bridge or by reason of any other act or omission of Grantee, including, but not limited to, mechanic's and materialman's liens. Grantee has no power, right or authority to subject Grantor's property to any mechanic's or materialman's lien or claim of lien.

5. Liability:
  - a. Damage to Grantor Property: Grantee shall promptly notify Grantor of any damage to the Easement Area, Right of Way or other real or personal property of Grantor occurring while Grantee is constructing, maintaining or repairing the pedestrian bridge. At Grantor's request, Grantee shall either repair or replace the damaged property, reimburse Grantor for reasonable, documented expenses incurred by Grantor to repair or replace the damaged property or compensate Grantor for the loss of the property.
  - b. Inspection, Maintenance and Repair: As between Grantor and Grantee, Grantee shall be solely responsible for inspecting, maintaining and repairing the pedestrian bridge and the Easement Area, including landscaping and cleaning and removing snow from the pedestrian bridge. Subject to Section 6, Grantor grants Grantee permission to enter Grantor's Right of Way as needed to inspect, maintain, and repair the pedestrian bridge and Easement Area. Grantee shall provide to Grantor contact information for the individual Grantor may contact if Grantor believes maintenance or repairs are needed and to whom Grantor may refer inquiries received from members of the public about the pedestrian bridge.
  - c. Third Party Claims: To the extent permitted by Chapter 669 of the Iowa Code and other applicable law, Grantee shall indemnify and hold harmless Grantor and its officers, employees, and agents harmless from any claims, liabilities, damages, fines, and expenses arising from the pedestrian bridge, use of the Easement Area by Grantee, or from any tort (as defined in Chapter 669 of the Iowa Code) arising from the acts or omissions of Grantee or its officers or employees.
  - d. Insurance: Grantee shall maintain appropriate insurance coverage or self-insure for liabilities that may arise from the activities set forth in this Agreement.
6. Traffic Control: If portions of South University Boulevard must be closed to traffic in order to construct, inspect, maintain, or repair the pedestrian bridge, Grantee shall notify Grantor. Grantee shall comply with any reasonable requirements of Grantor regarding traffic control.
7. Rights Reserved: Grantor reserves to itself the right to use of Easement Area for any purpose that does not interfere with the pedestrian bridge or Grantee's rights granted in this Agreement.
8. Consideration: In consideration for this easement, Grantee shall pay Grantor \$1.00 upon execution of this Agreement. The benefits the pedestrian bridge provides to Grantor, including providing an alternative safe walking route for the general public and decreasing traffic congestion on South University Boulevard serve as additional consideration for this easement. No cost of the facilities to be constructed within this Easement Area shall be assessed or charged to the Grantor.
9. Duration: This easement is granted, and all rights hereunder shall endure, for a period of 50 years so long as the Grantee continues to use the Easement Area for a pedestrian bridge in accordance with this Agreement. Grantor and Grantee may mutually agree in writing to renew this Agreement. Upon expiration of the easement term or discontinuation of Grantee's use of the Easement Area for a pedestrian bridge in accordance with this Agreement: (i) all rights granted to Grantee shall terminate and revert to Grantor and (ii) Grantee shall remove

the pedestrian bridge and restore the Easement Area to pre-easement conditions at no expense to Grantor unless otherwise agreed by Grantor and Grantee.

- 10. Assignment Prohibited: The grant of this easement is to Grantee only and cannot be assigned in whole or part to any other party without written consent of Grantor.

Grantor and Grantee execute this Pedestrian Bridge Easement Agreement by their lawfully designated officials as of the date first written above.

**CITY OF AMES, IOWA**

Passed and approved on \_\_\_\_\_, 2021, by Resolution No. \_\_\_\_\_, adopted by the City Council of Ames, Iowa.

Attest:

By:

\_\_\_\_\_  
Diane R. Voss, City Clerk

\_\_\_\_\_  
John A. Haila, Mayor

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Diane R. Voss and John A. Haila, as City Clerk and Mayor, respectively, of the City of Ames, Iowa.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**BOARD OF REGENTS, STATE OF IOWA**

By \_\_\_\_\_  
Mark Braun  
Executive Director

STATE OF IOWA, COUNTY OF POLK, SS.:

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Mark Braun as Executive Director of the Board of Regents, State of Iowa.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_



**INDEX LEGEND**

SURVEYOR'S NAME / RETURN TO:  
 ERIC J. MILLER  
 SNYDER & ASSOCIATES, INC.  
 2727 SW SNYDER BOULEVARD  
 ANKENY, IOWA 50023  
 515-964-2020  
 ericmiller@snyder-associates.com  
 SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.  
 SURVEY LOCATED:  
 NE1/4 SW1/4  
 SECTION 10, TOWNSHIP 83 NORTH, RANGE 24 WEST  
 REQUESTED BY:  
 SUBSTANCE ARCHITECTURE



**PERMANENT EASEMENT PLAT**

**PERMANENT EASEMENT EAST DESCRIPTION**

A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE SOUTH 0° 22' 17" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 543.09 FEET; THENCE SOUTH 89° 14' 34" WEST, 605.86 FEET TO THE EAST RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD AND TO THE POINT OF BEGINNING; THENCE SOUTH 00° 45' 26" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 55.00 FEET; THENCE SOUTH 89° 14' 34" WEST, 30.00 FEET; THENCE NORTH 00° 45' 26" WEST, 55.00 FEET; THENCE NORTH 89° 14' 34" EAST, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,650 S.F.).

**PERMANENT EASEMENT WEST DESCRIPTION**

A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE SOUTH 0° 22' 17" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 543.09 FEET; THENCE SOUTH 89° 14' 34" WEST, 740.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 45' 26" EAST, 55.00 FEET; THENCE SOUTH 89° 14' 34" WEST, 25.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD; THENCE NORTH 00° 45' 26" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 55.00 FEET THENCE NORTH 89° 14' 34" EAST, 25.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES (1,375 S.F.).

**PERMANENT OVERHEAD EASEMENT DESCRIPTION**

A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE SOUTH 0° 22' 17" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 543.09 FEET; THENCE SOUTH 89° 14' 34" WEST, 635.86 FEET; THENCE SOUTH 0° 45' 26" EAST, 7.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00° 45' 26" EAST, 42.42 FEET; THENCE NORTH 89° 59' 59" WEST, 105.01 FEET; THENCE NORTH 00° 45' 26" WEST, 42.42 FEET; THENCE SOUTH 89° 59' 59" EAST, 105.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.10 ACRES (4,454 S.F.).

**DATE OF SURVEY**

02-16-21

**OWNER**

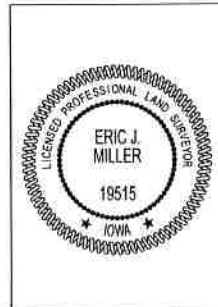
CITY OF AMES

**BASIS OF BEARING**

THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 10-83-24 IS ASSUMED TO BEAR SOUTH 0° 22' 17" EAST FOR THE PURPOSE OF THIS SURVEY.

**LEGEND**

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Orange Plastic Cap #19515 (Unless Otherwise Noted)	●	○
ROW Rail	I	
Calculated Point	I	
Plotted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	---	
Section Line	---	
Easement Line	---	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Eric J. Miller* 4-7-21  
 Eric J. Miller, PLS Date

License Number 19515

My License Renewal Date is December 31, 2022

Pages or sheets covered by this seal:  
 SHEET 1 AND 2 OF 2

**JACK TRICE STADIUM-EAST GATEWAY BRIDGE**

SHEET 1 OF 2

**PERMANENT EASEMENT PLAT**

PN: 120.0877

FLD BK: PG:

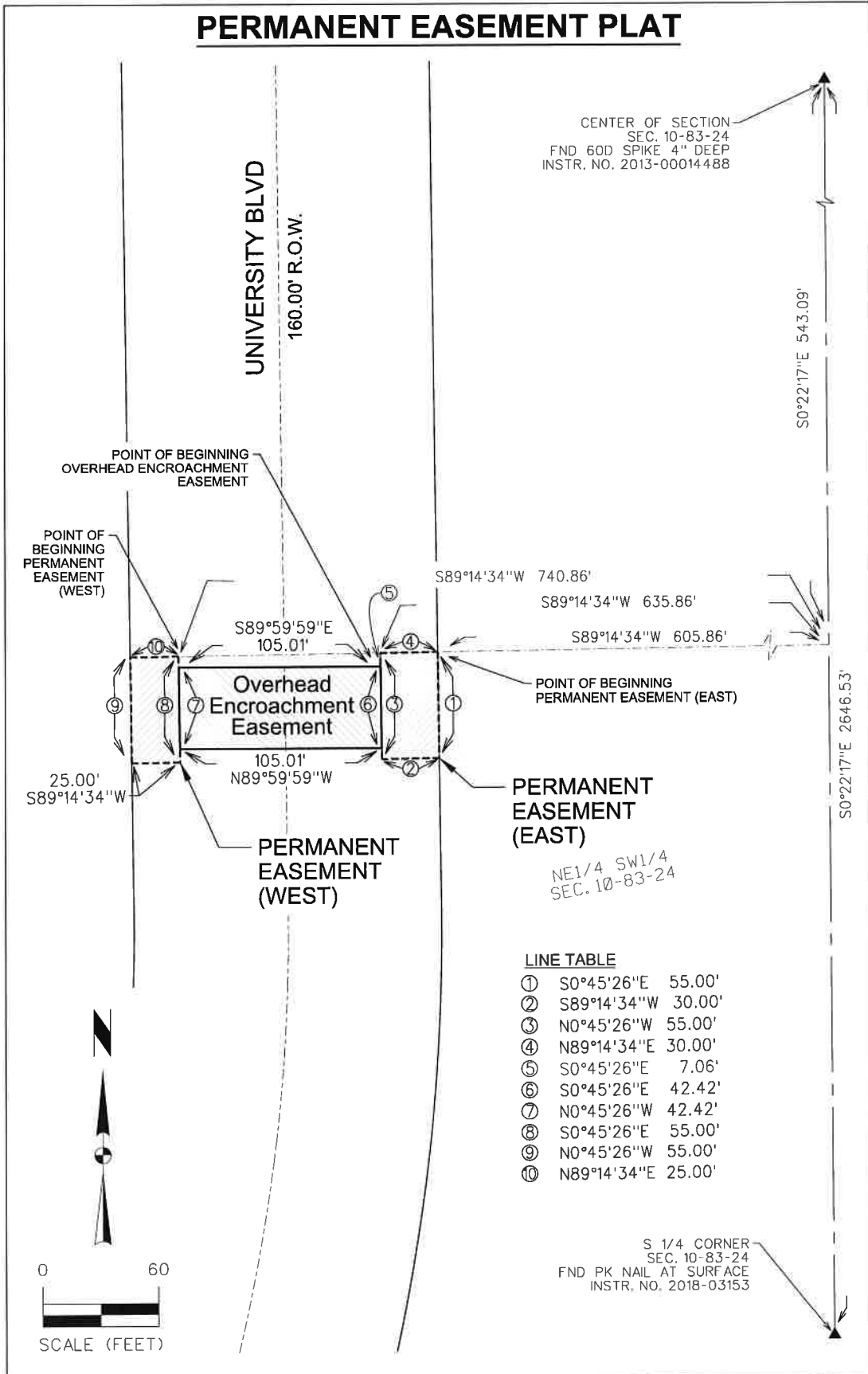
DATE: 02/10/21

PM/TECH: EJM



2727 S.W. SNYDER BLVD.  
 ANKENY, IA 50023 (515) 964-2020

# PERMANENT EASEMENT PLAT



**LINE TABLE**

①	S0°45'26"E	55.00'
②	S89°14'34"W	30.00'
③	N0°45'26"W	55.00'
④	N89°14'34"E	30.00'
⑤	S0°45'26"E	7.06'
⑥	S0°45'26"E	42.42'
⑦	N0°45'26"W	42.42'
⑧	S0°45'26"E	55.00'
⑨	N0°45'26"W	55.00'
⑩	N89°14'34"E	25.00'



**JACK TRICE STADIUM-EAST GATEWAY BRIDGE**  
**PERMANENT EASEMENT PLAT**

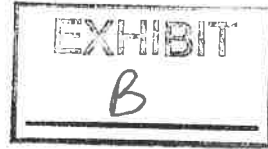
SHEET 2 OF 2  
PN: 120.0877  
FLD BK: PG:  
DATE: 02/10/21  
PM/TECH: EJM



2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

**INDEX LEGEND**

SURVEYOR'S NAME / RETURN TO:  
 ERIC J. MILLER  
 SNYDER & ASSOCIATES, INC.  
 2727 SW SNYDER BOULEVARD  
 ANKENY, IOWA 50023  
 515-964-2020  
 ericmiller@snyder-associates.com  
 SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.  
 SURVEY LOCATED:  
 NE1/4 SW1/4  
 SECTION 10, TOWNSHIP 83 NORTH, RANGE 24 WEST  
 REQUESTED BY:  
 SUBSTANCE ARCHITECTURE



**TEMPORARY EASEMENT PLAT**

**TEMPORARY EASEMENT DESCRIPTION**

A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE SOUTH 0° 22' 17" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 425.63 FEET; THENCE SOUTH 89° 14' 34" WEST, 606.65 FEET TO THE EAST RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD AND TO THE POINT OF BEGINNING; THENCE SOUTH 00° 45' 26" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 247.59 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1034.93 FEET, WHOSE ARC LENGTH IS 73.69 FEET AND WHOSE CHORD BEARS SOUTH 01° 16' 58" WEST, 73.67 FEET; THENCE NORTH 86° 40' 39" WEST, 160.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID UNIVERSITY BOULEVARD; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 874.93 FEET, WHOSE ARC LENGTH IS 62.30 FEET AND WHOSE CHORD BEARS NORTH 01° 16' 58" EAST, 62.28 FEET; THENCE NORTH 00° 45' 26" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 247.59 FEET; THENCE NORTH 89° 14' 34" EAST, 160.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.16 ACRES (50,493 S.F.).

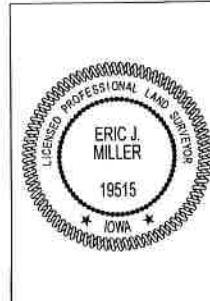
**DATE OF SURVEY**  
 02-16-21

**OWNER**  
 CITY OF AMES

**BASIS OF BEARING**  
 THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 10-83-24 IS ASSUMED TO BEAR SOUTH 0° 22' 17" EAST FOR THE PURPOSE OF THIS SURVEY.

**LEGEND**

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Orange Plastic Cap #19515 (Unless Otherwise Noted)	●	○
ROW Rail	I	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	---	
Section Line	---	
Easement Line	---	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Eric J. Miller* 4-7-21  
 Eric J. Miller, PLS Date

License Number: 19515  
 My License Renewal Date is December 31, 2022

Pages or sheets covered by this seal:  
 SHEET 1 AND 2 OF 2

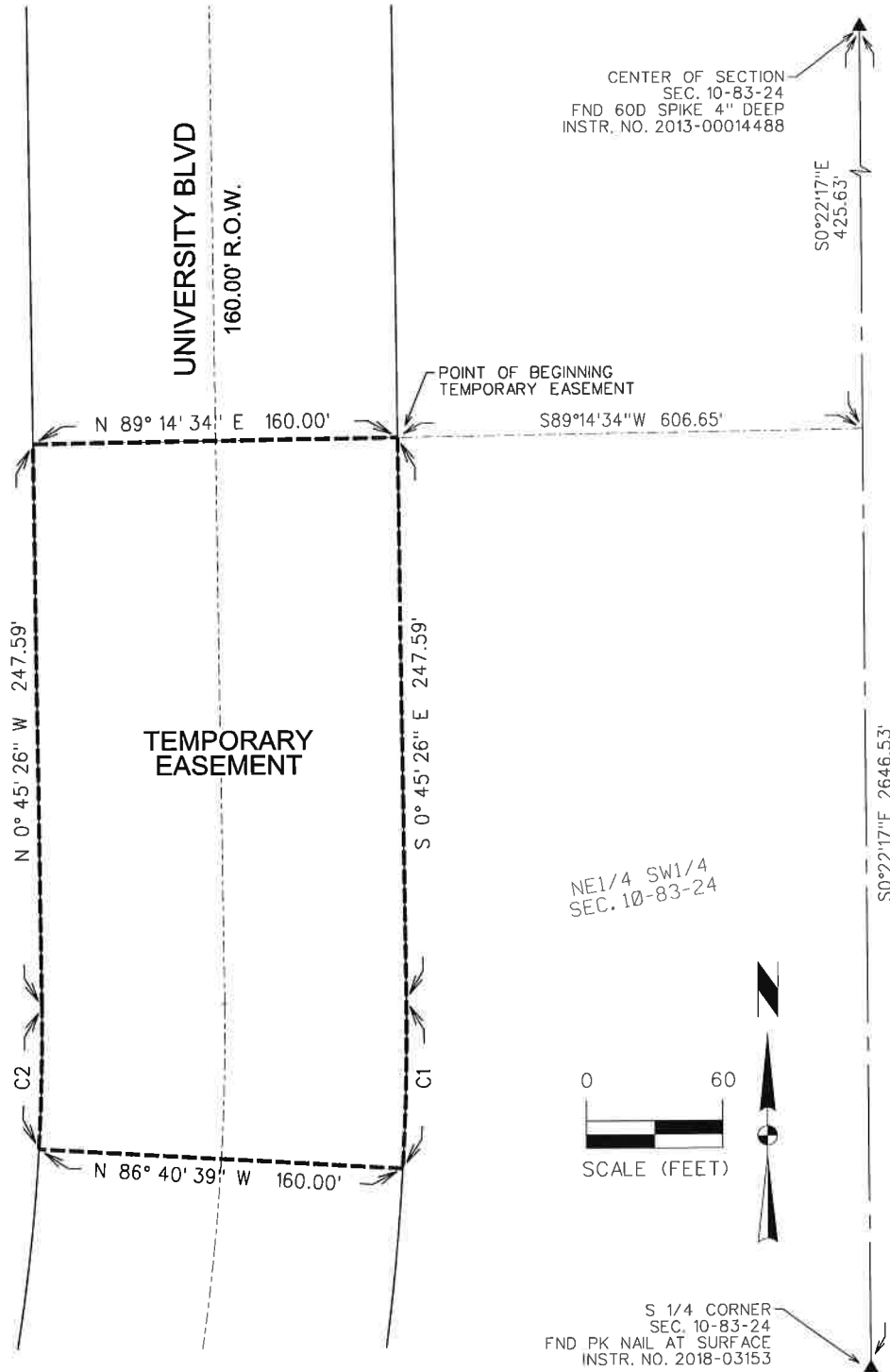
**JACK TRICE STADIUM-EAST GATEWAY BRIDGE  
 TEMPORARY EASEMENT PLAT**

SHEET	1 OF 2
PN:	120.0877
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DATE:	02/10/21
PM/TECH:	EJM



2727 S.W. SNYDER BLVD.  
 ANKENY, IA 50023 (515) 964-2020

# TEMPORARY EASEMENT PLAT



### CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1	4° 04' 47" RT	1,034.93'	73.69'	36.86'	S 1° 16' 58" W 73.67'
C2	4° 04' 47" LT	874.93'	62.30'	31.16'	N 1° 16' 58" E 62.28'

## JACK TRICE STADIUM-EAST GATEWAY BRIDGE TEMPORARY EASEMENT PLAT



2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

SHEET	2 OF 2
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