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**S P A C E   A B O V E   R E S E R V E D   F O R   O F F I C I A L   U S E**

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**Legal description:** See page 5, Attachment "A."

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**Return document to:** City Clerk, 515 Clark Avenue, Ames IA 50010

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**Document prepared by:** Mark O. Lambert, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010 – 515-239-5146

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**CONTRACT REZONING AGREEMENT PERTAINING TO THE  
LAND AT 3709, 3803, 3807, 3811, 3815, 3819, 3905, 3911, 3917 TRIP STREET.**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the City of Ames, Iowa (hereinafter called "City") and Windsor TWG, LP, an Iowa limited partnership (hereinafter called "Developer"), its successors and assigns.

**WITNESSETH THAT:**

**WHEREAS**, the Developer owns real property of Lot 1 and Lot 2 of the South Fork Subdivision First Addition, which consists of apartment buildings and condominiums in Ames Iowa, including the addresses of 3709, 3803, 3807, 3811, 3815, 3819, 3905, 3911, and 3917 Tripp Street, as described in Attachment "A"; and

**WHEREAS**, the property was previously developed under Floating Suburban Residential Medium density (FS-RM) zoning with a Major Site Development Plan and a Special Use Permit for household living within apartment dwellings and for part of the site to have an independent senior living facility and the Developer wishes to have the property zoned for use of the entire site as household living within apartment dwellings for low-income housing; and

**WHEREAS**, the City is willing to rezone the property to through a Planned Unit Development overlay based upon the standards and principles of the Ames Zoning Ordinance, subject to certain conditions; and,

**WHEREAS**, as contemplated by Iowa Code section 414.5, the City desires to impose certain additional conditions on the property owner in addition to existing regulations in connection with granting the Planned Unit Development zoning; and

WHEREAS, both City and the Developer expressly agree that said additional conditions are reasonable and imposed to satisfy public needs which are directly caused by the requested zoning change.

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 real property being rezoned and expressly agrees to the imposition of additional conditions as authorized by Iowa Code section 414.5.

2. Confirm and document that the Parties recognize and acknowledge that a substantial benefit to the public will be realized by imposition of the additional conditions for rezoning.

3. Grant rezoning of the real property from FS-RM to FS-RM/PUD.

## II. GENERAL PROVISIONS

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

B. General Applicability of Other Laws and Ordinances. The Developer understands and agrees that all work done by or on its behalf shall be made in compliance with Iowa Code, the Ames Municipal Code, Iowa Statewide Urban Design and Specifications and all other federal, state, and local laws of general application (including the Fair Housing Act as applicable), whether or not such requirements are specifically stated in this agreement. All ordinances, regulations and policies of the City now existing, or as may hereafter be enacted, shall apply to activity or uses on the site.

C. 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.

D. Violations of this agreement. Violations of this agreement by the Developer may result in the PUD overlay being repealed, and the rezoning of the property at the City's discretion.

E. Signatures on Agreement. Prior to the approval of the third reading of the

Ordinance rezoning the property, this rezoning agreement must be signed by the Developer and delivered to the City.

### **III. SPECIFIC PROVISIONS**

A. The PUD overlay rezoning will allow for the use of a 61-unit building as an affordable housing apartment dwelling, and not as a senior living facility.

B. The Developer agrees that for a period of 30 years that shall commence on April 1, 2022, unless an extension is granted by the City Council, that the site will be operated as an affordable housing project for qualified households earning 60% or less of the Average Median Income as calculated by the Department of Housing and Urban Development for 100% of the units (145 units). The 30-year affordability period is the combination of an initial 15-year compliance period and a second 15-year extended use period as defined within the Internal Revenue Code Section 42, commonly known as the Low Income Housing Tax Credit program (LIHTC).

C. Operating the site as affordable housing is expressly intended to be consistent the terms of Section 42 and any land use restriction agreement (LURA) required in conjunction with Section 42. A LURA contains various affordable housing provisions, definitions, and requirements regarding eligibility of households, rents, and other operating standards necessary to maintain consistency with the requirements of Section 42.

D. The Developer agrees that at no time during the 30-year affordable housing period will students be allowed as residents within any affordable housing unit, unless they meet an exception standard of Section 42.

E. The Developer will provide to the City of Ames Planning and Housing Director annually, no later than April 1st, information necessary to verify operation of the site and qualifying of households within affordable housing consistent with the federal Low Income Housing Tax Credit (LIHTC) requirements for the prior calendar year. In the event the Planning and Housing Director determines that the Developer has not maintained and operated the site for affordable housing for 30 years consistent with LIHTC requirements, it shall be considered a municipal infraction for operating and using the site in a manner that is inconsistent with zoning.

F. The City agrees that it will approve a reduction in required parking by thirty-six (36) parking spaces, consistent with the 36 three-bedroom affordable housing units. Use of parking is to be shared amongst all users of the site regardless of ownership.

### **IV. COVENANTS RUN WITH THE LAND**

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

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

[Signatures on next page]



**CITY OF AMES, IOWA**

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

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

STATE OF IOWA, COUNTY OF STORY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared John A. Haila and Diane R. Voss, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. \_\_\_\_\_ adopted by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and that John A. Haila and Diane R Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**WINDSOR TWG, LP**

By \_\_\_\_\_

STATE OF IN, COUNTY OF Marion, ss:

This instrument was acknowledged before me on this 30<sup>th</sup> day of Nov., 2021, by

Louis A. Knoble,  
as Manager, Windsor TWG, LP.

BY Andrea Collier Gregory Notary Public in and for the State of IN.



**ANDREA COLLIER GREGORY**  
Resident of Marion County, IN  
Commission Expires: November 24, 2022

ATTACHMENT "A"

DESCRIPTION:

Real property in the City of Ames, County of Story, State of Iowa, described as follows:

UNITS 1 THROUGH 12, 3803 TRIPP STREET BUILDING;  
UNITS 1 THROUGH 12, 3807 TRIPP STREET BUILDING;  
UNITS 1 THROUGH 12, 3811 TRIPP STREET BUILDING;  
UNITS 1 THROUGH 12, 3819 TRIPP STREET BUILDING;  
UNITS 1 THROUGH 12, 3905 TRIPP STREET BUILDING;  
UNITS 1 THROUGH 12, 3911 TRIPP STREET BUILDING;  
UNITS 1 THROUGH 12, 3917 TRIPP STREET BUILDING;  
UNITS 101 THROUGH 106, 113, THROUGH 117, 119, 121, 133, 134, 136, 137, 201 THROUGH  
207, 211 THROUGH 216, 218, 220 THROUGH 223, 226, 227, 229, 230, 301 THROUGH 307,  
311 THROUGH 316, 318, 320 THROUGH 323, 326, 327, 329 AND 330, 3709 TRIPP STREET  
BUILDING;

ALL IN TRIPP STREET 3709 & 3815 CONDOMINIUMS, STORY COUNTY, IOWA; BEING  
A CONDOMINIUM CREATED UNDER THE HORIZONTAL PROPERTY REGIME UNDER  
CHAPTER 499B OF THE IOWA CODE (2003), BY A DECLARATION OF SUBMISSION OF  
PROPERTY TO HORIZONTAL PROPERTY REGIME FOR TRIPP STREET 3709 & 3815  
CONDOMINIUMS DATED OCTOBER 16, 2003 AND RECORDED DECEMBER 23, 2003 IN  
THE OFFICE OF THE COUNTY RECORDER FOR STORY COUNTY, IOWA AS  
DOCUMENT NO. 03-25315, AND AS AMENDED OR SUPPLEMENTED, TOGETHER WITH  
THE UNDIVIDED INTEREST IN GENERAL AND LIMITED COMMON ELEMENTS  
APPURTENANT TO SUCH UNITS AS PROVIDED IN THE AFORESAID DECLARATION.