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TO: Mayor and City Council

FROM: Kelly Diekmann, Planning & Housing Director

DATE: May 6, 2022

SUBJECT: Ansley Development PUD Rezoning – Item No. ## May 10, 2022

On April 12, 2022, the City Council held a public hearing and approved first reading of an ordinance to rezone the Ansley development at 3210 Cedar Lane from “A” (Agricultural) to “FS-RL” (Floating Suburban – Residential Low Density) with a “PUD” Planned Unit Development Overlay and Master Plan. A condition of first reading approval was that the owner agree to and sign a Zoning Agreement with a Master Plan, including required modifications to the Master Plan, prior to the third reading.

The Zoning Agreement stipulates that the property owner will:

- i. Initiate the buyout of Xenia Water Service Territory with completion of the territory transfer prior to Preliminary Plat approval.
- ii. Include with the Preliminary Plat application improvement plans for Cedar Lane improvements by the developer that include dedication of right-of-way, sidewalks, and street paving from the north edge of the site to the south edge of the site, including offsite between the two proposed street connections to Cedar Lane.
- iii. Not develop the property until such time as the City of Ames has approved a Subdivision Plat for the site.

The agreement is attached. The applicant has the agreement and will return a signed copy to the City prior to City Council approval of the third reading on May 10th.

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

Prepared by: Mark O. Lambert, 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 511, Ames, IA 50010

**REZONING AGREEMENT
FOR THE ANSLEY DEVELOPMENT (3210 CEDAR LANE)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between the City of Ames, Iowa (hereinafter called “City”) and Burgason Enterprises L.L.C. (hereinafter called “Developer”), its successors and assigns, both collectively being referred to as the “Parties,”

WITNESSETH THAT:

WHEREAS, the Parties hereto desire the improvement and development of four parcels of real property, constituting approximately 58.7 acres located within the vicinity of 3210 Cedar Lane (collectively referred to hereinafter as the “Site”) and legally described as:

[See attached Exhibit ‘A’ for legal description].

WHEREAS, the Site has a Residential Neighborhood 3 (RN-3) designation in the *Ames Plat 2040* and is zoned currently as “A” Agricultural and the Developer is seeking rezoning of the Site to Floating Suburban – Residential Low Density (FS-RL) with a “PUD” Planned Unit Overlay; and

WHEREAS, the City Council has determined that due to specific conditions that exist on or around the area proposed to be rezoned, or due to specific situations that require more careful consideration of how the layout and design of a site affects general health, safety and welfare, a Master Plan must be submitted as part of this rezoning request as set forth in Ames Municipal Code section 29.1507; and

WHEREAS, the Developer has submitted a Master Plan (named the “Ansley Master Plan”) in conformance with the requirements set forth in Ames Municipal Code section 29.1507(4) and the requirements of 29.1114 (PUD Overlay); and

WHEREAS Ames Municipal Code section 29.1507(5) requires approval of a zoning agreement when a Master Plan is required, and that all development of the Site comply with the Master Plan.

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

I.

ANSLEY MASTER PLAN ADOPTED

The Master Plan, which is dated April 25, 2022, and is on file with the Department of Planning and Housing, a portion of which (pages 10 and 11) is set forth at Attachment B and incorporated by reference in this agreement shall be the Master Plan for the Site. Developer agrees that all development upon the Site shall comply with the Master Plan on file with the Department. Developer further agrees and that:

- (A) The Site is within the Xenia rural water service territory and Developer is solely responsible to pay all costs, fees and expenses associated with or otherwise required by the territory buyouts. The applicants further agree to transfer to the City all service territory prior to City Council approval of any future Preliminary Plat upon any portion of the Site. Developer understands that terms of the territory buyout with Xenia are included in a document known as the *Agreement for Water Service and Territory Transfer* between the City of Ames and Xenia with an effective day of February 1, 2022, and recorded as Instrument No. 2022-01065.
- (B) Developer shall assume all financial responsibility for road improvements to Cedar Lane required by the City for development of the Site, including offsite improvements to the frontage between the north and south areas of the site. Developer agrees to make improvements required by the City to Cedar Lane and further agrees to dedicate rights-of-way as determined appropriate by the City at the time of Preliminary Plat approval. The City and Developer shall enter into a subsequent Subdivision Developer Agreement to memorialize the City's requirements related to public improvements and timing. Nothing contained in this agreement shall supersede or modify any prior agreements with Iowa State University for its share of Cedar Lane improvements, as it is not a party to this Agreement.
- (C) Development of the Site shall not occur until such time as the City of Ames has approved a subdivision plat for the site.

II.

NON-INCLUSION OF OTHER OBLIGATIONS

The Parties acknowledge and agree that this Agreement is being executed to fulfill a specific requirement of section 29.1507(5) of the Ames Municipal Code. It is also understood that this Agreement supplements but does not replace or supersede any agreements made with the City or third parties. The Parties further acknowledge that all site development standards continue to apply to the Site.

The Parties understand that the Master Plan adopts a general conceptual plan for development, without review or approval of specific subdivision plats or site plans for development of the Site. The Parties therefore acknowledge that the Master Plan adoption does not anticipate or incorporate all the additional approvals or requirements that may be required to develop the Site properly and completely and does not relieve the developer of compliance with other provisions of the Ames Municipal Code, the Iowa Code, SUDAS, or other federal, state or local laws or regulations.

III.
MODIFICATION OF AGREEMENT

Any modifications or changes to the Master Plan shall be undertaken in accordance with the process provided for in Ames Municipal Code section 29.1507(5).

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

(S i g n a t u r e s o n f o l l o w i n g p a g e)

BURGASON ENTERPRISES, L.L.C.

By:

Steven W. Burgason, Manager

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 2022, by Steven W. Burgason, as Manager Burgason Enterprises, L.L.C.

NOTARY PUBLIC

Passed and approved on _____, 2022, by Resolution No. 22-_____ adopted by the City Council of the City of Ames, Iowa.

CITY OF AMES, IOWA

By:

John A. Haila, Mayor

Attest:

Diane R. Voss, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 2022, by John A. Haila and Diane R. Voss, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

NOTARY PUBLIC

LEGAL DESCRIPTION – Exhibit ‘A’

PARCEL 'X' A TRACT OF LAND IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TENTY-ONE (21), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TENTY-FOUR (24) WEST OF THE 5TH P.M., AMES, STORY COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY - BOUNDARY LINE ADJUSTMENT AS ATTACHED TO THE SURVEYOR'S AFFIDAVIT FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, ON JUNE 23, 2020, AS INSTRUMENT NO. 2020-06792.

-AND-

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., IOWA, LYING WEST OF THE CENTERLINE OF THE ABANDONED C. & N.W. RAILROAD RIGHT-OF-WAY.

-AND-

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., IOWA, LYING WEST OF THE CENTERLINE OF THE ABANDONED C. & N.W. RAILROAD RIGHT-OF-WAY, **EXCEPT** ALL OF VILLAGE PARK SUBDIVISION AS RECORDED IN INST. #2016-09359 IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA.

-AND-

PARCEL 'R' A PART OF LOT 3 IN THE SUBDIVISION OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER, AND PART OF THE VACATED C. & N.W. RAILROAD, ALL IN SECTION 21, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN IN INSTRUMENT #2012-12842 IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA.

PORTION OF ANSLEY MASTER PLAN – Exhibit ‘B’

Pages 10 and 11 of the Master Plan dated April 25, 2022, are attached. The Full Master Plan is filed with the City of Ames – Department of Planning and Housing.

Ansley Development Rezoning Agreement

Exhibit B



