

CYTOWN DEVELOPMENT AREA
CONSTRUCTION, UTILITIES, TRAFFIC, AND RELATED SERVICES
MEMORANDUM OF UNDERSTANDING

BETWEEN
IOWA STATE UNIVERSITY
AND
THE CITY OF AMES, IOWA

This Construction, Utilities, Traffic, And Related Services Memorandum of Understanding (Development MOU or Agreement), made and entered into this ___ day of _____, 2024 ("Effective Date"), by and between the CITY OF AMES, IOWA ("City"), a municipal corporation existing pursuant to the laws of the State of Iowa, and IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY ("Iowa State University" or "ISU").

WITNESSETH THAT:

WHEREAS, Iowa State University is the owner of property located between Lincoln Way and Jack Trice Way and South University Boulevard to Beach Avenue ("CYTown Development Area");

WHEREAS, it is the mutual desire of Iowa State University and the City to realize the development of CYTown, a multi-use district which may contain uses including retail, office, residential, medical, entertainment, event space, hotel, research, academic, administrative, and other similar activities and related supporting infrastructure;

WHEREAS, the development of CYTown will facilitate investments in the existing Iowa State Center buildings to create a premier performing arts, visitor, events, and entertainment area;

WHEREAS, the City and Iowa State University have entered into a separate memorandum of understanding to address the financing of the improvements to the Iowa State Center facilities executed by the parties on _____; and,

WHEREAS, the construction and management of the public services related to the CYTown Development Area requires coordination between the City and Iowa State University with regard to utilities, traffic, public safety, permitting, and other related matters;

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

I. INCORPORATION OF RECITALS:

1. The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

II. PURPOSE:

1. It is the purpose of this Agreement to set forth the mutual understanding of the Parties regarding:
 - a. Design, installation, ownership, operation, and maintenance of utility improvements necessary to serve the CYTown Development Area, including:
 - i. Water,
 - ii. Sanitary Sewer,
 - iii. Electrical Service, and
 - iv. Storm Sewer;
 - b. Design, installation, ownership, operation, and maintenance of traffic improvements necessary to serve the CYTown Development Area;
 - c. Standards and permitting requirements for storm water management and flood plain development in the CYTown Development Area; and
 - d. Law enforcement and fire protection services in the CYTown Development Area.

III. DEFINITIONS:

As used in this Agreement, the following terms have the meanings outlined below:

1. End User – Each Tenant and each entity responsible for the use and costs of water, sanitary sewer, and/or electric utility services provided by the City within the CYTown Development Area. ISU is considered an End User for any utilities used for common areas within the CYTown Development Area (e.g., parking lot lights, irrigation water connections, etc.).
2. Tenant – Any person or entity holding possession of a designated portion of the CYTown Development Area, whether by lease agreement or assignment of responsibility by ISU to one of its organizational sub-units. Tenants include, but are not limited to, commercial space lessees, occupants of each CYTown Suite, and University offices.

IV. GEOGRAPHIC AREA:

1. The CYTown Development Area is depicted on Attachment 1 to this Agreement.

V. WATER SYSTEM IMPROVEMENTS

1. New buildings or other uses of potable water constructed in the CYTown Development Area after the Effective Date of this Agreement are to be provided with a connection to the City's public water supply service in accordance with the procedures of this Section (Section V).
2. The water mains, fire hydrants, valves, and other appurtenant devices necessary to provide the City's public water supply service to the new buildings or other uses of potable water within the CYTown Development Area shall be considered "water system improvements."
3. ISU shall prepare plans and specifications in accordance with standards adopted by the City for water system improvements to be installed within the CYTown Development Area. ISU shall obtain approval for the plans and specifications of the water system improvements from the City's Municipal Engineer prior to installation.
4. ISU shall install the water system improvements in accordance with the plans and specifications approved by the City.
5. The installation of water system improvements is to be inspected by the City's construction inspection staff, and ISU shall pay the City for such inspection(s) in accordance with the standard rates and fees charged to other contractors in the City.
6. Upon certification of acceptance and completion of the water system improvements, ownership of the water system improvements shall pass to the City, and the City shall thereafter be responsible for operation and maintenance of the water system improvements, including costs.
7. Service lines extending from the water mains (including the corporation cock, service line, curb cock and curb box, and shut-off valves for the meter setting) to facilities within the CYTown Development Area shall be the responsibility of ISU to install and maintain. ISU agrees to maintain its service lines in a state of good repair as required in Ames Municipal Code Section 28.214.
8. All connections of service lines to water mains shall be completed in accordance with normal City standards and adopted codes for commercial water service line

connections. ISU shall notify the City in advance of the connection of service lines to water mains. ISU understands and agrees that the City's Cross-Connection Control ordinance (Section 28.209B of Ames Municipal Code) requires that any service connection where no City plumbing permit is obtained (reference Section X of this Agreement) must include an approved backflow protection device at the service entrance.

9. End Users of the City's public water supply system shall have water meters installed in accordance with the City's normal standards and adopted codes, and the costs for meters shall be paid by ISU.
10. Each meter shall be assigned to a customer account in accordance with the City's standards as adopted in Municipal Code for water service, and shall be subject to the City's adopted rates for consumption and other charges in the same manner as the City's other retail water customers.
11. Buildings or other uses of potable water existing within the CYTown Development Area as of the Effective Date of this Agreement are to remain on the water supply service provided by ISU. However, ISU may request that any such existing building or other use of potable water be transferred to the City's public water supply service. If approved by the City, any such transfer will take place in accordance with the installation and operation provisions of this Section (Section V), including the requirements for the transfer of ownership to the City for water mains and other water system infrastructure.
12. ISU and the City acknowledge that: ISU has installed certain water system improvements in the CYTown Development Area as of the Effective Date of this Agreement; that the City's construction inspection staff has inspected the improvements and issued a certification of acceptance and completion; and ownership of the improvements has passed to the City. The location of the improvements is set forth in a Water and Sanitary Sewer Utility Easement Agreement executed by ISU and City and dated February 29, 2024.

VI. SANITARY SEWER SYSTEM IMPROVEMENTS

1. New buildings or other uses of potable water constructed in the CYTown Development Area after the Effective Date of this Agreement are to be provided with a connection to the City's sanitary sewer collection system in accordance with the procedures of this Section (Section VI).

2. The sanitary sewer mains, manholes, and other appurtenant devices necessary to provide sanitary sewer collection for the new buildings and other uses of potable water shall be considered "sanitary sewer system improvements."
3. ISU shall prepare plans and specifications in accordance with standards adopted by the City for sanitary sewer system improvements to be installed within the CYTown Development Area. ISU shall obtain approval for the plans and specifications of the sanitary sewer system improvements from the City's Municipal Engineer prior to installation.
4. ISU shall install the sanitary sewer system improvements in accordance with the plans and specifications approved by the City.
5. The installation of sanitary sewer system improvements is to be inspected by the City's construction inspection staff, and ISU shall pay the City for such inspection(s) in accordance with the standard rates and fees charged to other contractors in the City.
6. Upon certification of acceptance and completion of the sanitary sewer system improvements, ownership of the sanitary sewer system improvements shall pass to the City, and the City shall thereafter be responsible for operation and maintenance of the sanitary sewer system improvements, including costs.
7. Service lines extending from the facilities to the sanitary sewer mains within the CYTown Development Area, including the connection to the sewer main, shall be the responsibility of ISU to install and maintain. ISU agrees to maintain its service lines in a state of good repair as required in Ames Municipal Code Section 28.305(A).
8. All connections of service lines to sanitary sewer mains shall be completed in accordance with normal City standards and adopted codes for commercial sanitary sewer service line connections. ISU shall notify the City in advance of the connection of service lines to sanitary sewer mains.
9. Each customer account for water consumption as described in Section V(10) of this Agreement shall be subject to the City's adopted rates for sanitary sewer discharge and other charges in the same manner as the City's other retail sanitary sewer customers.
10. In advance of ISU granting any tenant occupancy of any portion of the CYTown Development Area, ISU shall notify the City of Ames Water and Pollution Control Department if that tenant has the potential to discharge wastewater that is not similar to domestic sewage (e.g., restaurant users, etc.). Such tenant may be required to install grease interceptors or other pre-treatment equipment meeting the design, sizing, and

performance specifications provided by the City, as a pre-requisite to obtaining water and sanitary sewer service.

11. Depending on the customer type and their particular sewer discharges, the individual customer accounts described in Sections V(10) and VI(9) of this Agreement may be subject to the provisions in Ames Municipal Code related to the discharge of fats, oils and grease (FOG) or high-strength waste, and/or the industrial pre-treatment program. ISU shall be responsible for the installation, ownership, and maintenance of any grease interceptors or other pre-treatment equipment necessary to comply with the sanitary sewer discharge regulations of Ames Municipal Code.
12. Buildings or other uses of potable water existing within the CYTown Development Area as of the Effective Date of this Agreement which discharge into ISU's sanitary sewer collection system are to remain on the sanitary sewer collection system provided by ISU. However, ISU may request that any such existing building or other use of potable water that discharges into ISU's sanitary sewer collection system be transferred to the City's sanitary sewer collection system. If approved by the City, any such transfer will take place in accordance with the installation and operation provisions of this Section (Section VI), including the requirements for the transfer of ownership to the City for sanitary sewer mains and other sanitary sewer system infrastructure.
13. ISU and the City acknowledge that: ISU has installed certain sanitary sewer system improvements in the CYTown Development Area as of the Effective Date of this Agreement; that the City's construction inspection staff has inspected the improvements and issued a certification of acceptance and completion; and ownership of the improvements has passed to the City. The location of the improvements is set forth in a Water and Sanitary Sewer Utility Easement Agreement executed by ISU and City and dated February 29, 2024.

VII. ELECTRIC SYSTEM IMPROVEMENTS

1. New buildings or other uses of electric power constructed in the CYTown Development Area after the Effective Date of this Agreement are to be provided with a connection to the City's Electric Utility in accordance with the procedures of this Section (Section VII) and applicable policies and procedures of Ames Municipal Code.
2. The electrical duct bank, transformer pads, and other appurtenant features necessary to provide electrical service for the new buildings and other uses of electric power shall be considered "electrical system improvements."

3. ISU shall prepare plans and specifications in accordance with standards adopted by the City for the electrical system improvements [to be furnished by ISU, as described in Paragraph VII(2)], and the electrical distribution cable and transformers [to be furnished by Ames, as described in Paragraph VII(6)] to be installed within the CYTown Development Area. ISU shall obtain approval for the plans and specifications from the City's Electric Services Department engineering staff prior to installation.
4. ISU shall install the electrical system improvements in accordance with the plans and specifications approved by the City.
5. The installation of electrical system improvements is to be inspected by the City's Electric Services Department engineering staff, and ISU shall pay the City for such inspection(s) in accordance with the standard rates and fees charged to other contractors in the City.
6. The City shall be responsible for furnishing and installing all electrical distribution cable and transformers necessary to provide electric power service to new buildings or other uses of electric power within the CYTown Development Area. All electrical equipment from the electrical distribution system up to and including the transformer, shall be owned and maintained by the City.
7. Electric service lines extending from the transformers to individual buildings or other users of electrical power within the CYTown Development Area shall be owned, installed and maintained by ISU. All connections of service lines to electrical transformers shall be completed in accordance with normal City standards and adopted codes for commercial electrical connections.
8. End Users of the City's Electric Utility services shall have separate electrical meters and instrument transformers (if instrument-rated) installed in accordance with the City's normal standards and adopted codes, and the cost for electric meters and instrument transformers shall be paid by the City. ISU shall provide meter panels and any current transformer enclosures at its cost and where specified by Ames Municipal Electric System as necessary to provide electrical service.
9. Each meter shall be assigned to a customer account in accordance with the City's standards as adopted in Municipal Code for electrical service and shall be subject to the City's adopted electrical rates and other charges in the same manner as the City's other retail electrical customers.
10. Any street lighting or parking lot lighting within the CYTown Development Area shall be the responsibility of ISU to own, install, and maintain. Street and/or parking lot lighting

shall be connected to the City's Electric Utility at metering locations as agreed between Ames and ISU. Costs for electricity for street lighting or parking lot lighting shall be paid as provided in Section VII(9) of this Agreement.

11. Buildings or other uses of electric power currently serviced by ISU and existing within the CYTown Development Area as of the Effective Date of this Agreement are to remain on the electric power system provided by ISU. However, ISU may request that any such existing building or other use of electric power within the CYTown Development Area be transferred to the City's Electric Utility as a retail customer. If approved by the City, any such transfer will take place in accordance with the installation and operation provisions of this Section (Section VII) and any additional infrastructure or conditions determined necessary by the City to complete the acceptance and connection, such as metering, primary connections, transformers, etc.

VIII. STORM WATER MANAGEMENT

1. ISU shall be responsible for the management of storm water within the CYTown Development Area, including any special storm water management practices and improvements necessary on a temporary basis during construction, in accordance with the provisions of the ISU Municipal Separate Storm Sewer System Permit as issued by the Iowa Department of Natural Resources.
2. ISU shall provide the City with a copy of its Storm Water Management Plan for the CYTown Development Area upon request.
3. Provided that no storm water collected within the CYTown Development Area passes into or through any storm sewer feature operated under the Municipal Separate Storm Sewer Permit issued by the Iowa Department of Natural Resources to the City of Ames, the Ames utility customers within the CYTown Development Area shall be exempt from rates and fees charged by the City for storm water management.
4. In the event it becomes necessary to install storm water management features in Stuart Smith Park to meet the storm water management needs of the CYTown Development Area, ISU agrees to locate any such storm water management features in such a manner as to preserve the existing shared-use path in that park. If the shared use path must be relocated in order to facilitate the installation of any storm water management features for the CYTown Development Area, ISU shall relocate the shared-use path at its sole expense, to a location satisfactory to the City of Ames.

IX. FLOOD PLAIN DEVELOPMENT PERMITTING

1. Prior to the initiation by ISU of any excavation, filling, grading, construction, or remodeling within the Special Flood Hazard Area, as that area is determined in the City's adopted Flood Plain Map, ISU shall apply to the City for a Flood Plain Development Permit. Approval of the Flood Plain Development Permit by the City shall not be unreasonably withheld.

X. BUILDING PERMITS AND FIRE CODE; INSPECTIONS

1. Construction within the CYTown Development Area will be governed by the building and fire code requirements administered by the Iowa State Fire Marshal, as is customary for other state-owned construction projects. However, prior to construction, ISU agrees to consult with the Ames Fire Chief or designee regarding the construction plans, to identify any potential impediments to the provision of effective fire or emergency medical services to the site by the Ames Fire Department.

XI. TRAFFIC SYSTEM IMPROVEMENTS

1. All roads and traffic improvements for internal traffic circulation within the CYTown Development Area shall be the responsibility of ISU to design, construct, own, and maintain. This includes any traffic improvements on Jack Trice Way between Beach Avenue and University Boulevard.
2. Any easements or private property to implement the improvements described in this Section (Section XI) shall be the responsibility of ISU to acquire. The City shall have no responsibility for any acquisition costs or condemnation proceedings related to the improvements described in this Section (Section XI).
3. The road and traffic improvements indicated in this Section are the same as those set forth in the CYTown-Parking and Infrastructure Improvements Traffic Study completed by Snyder & Associates and dated January 30, 2023 ("2023 Traffic Study"). The improvements described in this Section shall be constructed in the manner described in the 2023 Traffic Study, unless the City's Traffic Engineer approves an alternative, in writing, on the basis of changed roadway or traffic conditions in the time since the 2023 Traffic Study was completed.
4. Center Drive and University Boulevard Traffic Signal and Intersection Improvements:
 - a. ISU shall prepare plans and specifications for the installation of a traffic signal and related intersection improvements at the intersection of Center Drive and

University Boulevard (“University/Center Intersection Improvements”). These plans and specifications shall be prepared in accordance with the standards adopted by the City. ISU shall obtain approval from the City’s Traffic Engineer for the plans and specifications of the University/Center Intersection Improvements prior to installation.

- b. ISU shall construct the University/Center Intersection Improvements prior to obtaining a certificate of occupancy for the first four buildings within Phase I of the CYTown Development Area.
- c. Deferral of Construction – The City shall defer the requirement for construction of the University/Center Intersection Improvements if, prior to construction, the City’s Traffic Engineer determines that the intersection does not meet traffic signal warrant(s) as outlined in the Manual on Uniform Traffic Control Devices (MUTCD). When making this determination, the City’s Traffic Engineer shall take into consideration any revised traffic impact study that exists. However, nothing in this paragraph shall be construed to require the City to undertake or pay for a revised traffic impact study. A deferral shall not be unreasonably withheld.

Any deferral granted by the City to ISU shall be accompanied by either: 1) a revised deadline by which the improvements are to be constructed, or 2) specific traffic conditions that, if evidenced, would require the improvements to be constructed. A deferred deadline is subject to subsequent deferral in the same manner as the original construction requirement.

- d. ISU shall be responsible for all costs to design and construct the University/Center Intersection Improvements. The traffic signal shall be dedicated to the City upon completion, and thereafter owned, operated, and maintained by the City. ISU shall be responsible for one-third of the future replacement costs of the traffic signal, when replacement is deemed warranted by the City’s Traffic Engineer. Turn lane improvements at this intersection shall be owned and maintained by the City if on the south or north legs of the intersection, and owned and maintained by ISU if on the west leg of the intersection.

5. Beach Avenue and Jack Trice Way Traffic Signal and Intersection Improvements:

- a. ISU shall prepare plans and specifications for the installation of a traffic signal and related intersection improvements at the intersection of Beach Avenue and Jack Trice Way (referred to hereinafter as “Beach/Jack Trice Way Intersection Improvements”). These plans and specifications shall be prepared in accordance

with the standards adopted by the City. ISU shall obtain approval from the City's Traffic Engineer for the plans and specifications of the Beach/Jack Trice Way Intersection Improvements prior to installation.

- b. ISU shall construct the Beach/Jack Trice Way Intersection Improvements prior to obtaining a certificate of occupancy for either:
 - i. A hotel located within the CYTown Development Area; or,
 - ii. The first two buildings within Phase II of the CYTown Development Area, whichever occurs earlier.
- c. Deferral of Construction – The City shall defer the requirement for construction of the Beach/Jack Trice Way Intersection Improvements if, prior to construction, the City's Traffic Engineer determines that the intersection does not meet traffic signal warrant(s) as outlined in the Manual on Uniform Traffic Control Devices (MUTCD). When making this determination, the City's Traffic Engineer shall take into consideration any revised traffic impact study that exists. However, nothing in this paragraph shall be construed to require the City to undertake or pay for a revised traffic impact study. A deferral shall not be unreasonably withheld.

Any deferral granted by the City to ISU shall be accompanied by either: 1) a revised deadline by which the improvements are to be constructed, or 2) specific traffic conditions that, if evidenced, would require the improvements to be constructed. A deferred deadline is subject to subsequent deferral in the same manner as the original construction requirement.

- d. ISU shall be responsible for all costs to design and construct the Beach/Jack Trice Way Intersection Improvements. The traffic signal shall be dedicated to the City upon completion, and thereafter owned, operated, and maintained by the City. ISU shall be responsible for one-fourth of the future replacement costs of the traffic signal, when replacement is deemed warranted by the City's Traffic Engineer. Turn lane improvements at this intersection shall be owned and maintained by the City if on the south, west, or north legs of the intersection, and owned and maintained by ISU if on the east leg of the intersection.
6. Beach Avenue and Center Drive Traffic Improvements:
- a. ISU shall prepare plans and specifications for the realignment of the intersection of Center Drive, Beach Avenue, and Greeley Street ("Beach/Center Intersection Improvements"). These plans and specifications shall be prepared in accordance

with the standards adopted by the City. ISU shall obtain approval from the City's Traffic Engineer for the plans and specifications of the Beach/Center Intersection Improvements prior to installation.

- b. ISU shall construct the Beach/Center Intersection Improvements prior to obtaining a certificate of occupancy for either:
 - i. A hotel located within the CYTown Development Area; or,
 - ii. The first two buildings within Phase II of the CYTown Development Area, whichever occurs earlier.
- c. Deferral of Construction – The City shall defer the requirement for construction of the Beach/Center Intersection Improvements if, prior to construction, the City's Traffic Engineer determines that the intersection does not require realignment based on contemporary traffic engineering principles. When making this determination, the City's Traffic Engineer shall take into consideration any revised traffic impact study that exists. However, nothing in this paragraph shall be construed to require the City to undertake or pay for a revised traffic impact study. A deferral shall not be unreasonably withheld.

Any deferral granted by the City to ISU shall be accompanied by either: 1) a revised deadline by which the improvements are to be constructed, or 2) specific traffic conditions that, if evidenced, would require the improvements to be constructed. A deferred deadline is subject to subsequent deferral in the same manner as the original construction requirement.

7. Country Club Neighborhood Traffic Calming:

- a. Upon the occupancy of the first four buildings in Phase I of the CYTown Development Area, the City's Traffic Engineer shall evaluate the traffic conditions in the neighborhood located west of Beach Avenue (between Lincoln Way, Ash Avenue, Beach Avenue, and Cessna Street). Thereafter, if determined warranted by the City's Traffic Engineer, the City may install traffic calming improvements in that neighborhood.
- b. ISU shall reimburse the City for the actual costs to construct and/or install any traffic calming features consistent with contemporary standards of traffic engineering in the neighborhood west of Beach Avenue, provided that the City provides notification to ISU of the proposed measures prior to finalizing their design. Within thirty (30) days of receipt of notification, ISU may request a

conference with the City's Traffic Engineer to discuss the traffic calming measures and to propose alternatives. If the City elects not to proceed with an alternative as proposed by ISU, the City will provide a statement in writing detailing the reasons therefor. Upon completion of the installation of the traffic calming measures, ISU shall have no obligation for maintenance or repair of the traffic calming measures, and any future traffic calming measures or modifications shall be the responsibility of the City.

XII. EASEMENTS

1. Prior to completion by ISU and acceptance by the City of any Water System Improvements, Sanitary Sewer System Improvements, Electric System Improvements, or Traffic System Improvements in the CYTown Development Area as described in this Agreement, ISU shall grant to the City by executed instruments, without charge to the City, easements for the installation and maintenance of such improvements and any future related improvements as may be necessary to provide services to the CYTown Development Area. The easements shall be memorialized using the easement template approved by City and ISU staff on October 26, 2023, unless ISU and the City mutually agree otherwise.
2. Off-Site Electrical Improvements: The Parties understand that improvements to the City's electrical distribution infrastructure outside the CYTown Development Area will be necessary in order to reliably serve the anticipated needs of the CYTown Development Area. The City shall be responsible for obtaining any private property easements necessary to construct these off-site improvements. However, in locations where the City requires the installation of electrical distribution infrastructure across or under ISU property outside of the CYTown Development Area in order to serve the CYTown Development Area, ISU agrees to provide electrical easements to the City in mutually acceptable locations using the easement template approved by City and ISU staff on October 26, 2023, unless ISU and the City mutually agree otherwise.

XIII. UNDERGROUND FACILITY LOCATING

1. The City shall be responsible for locating and marking its underground facilities within the CYTown Development Area (water, sanitary sewer, electric, and traffic signal underground facilities) in accordance with Iowa Code Chapter 480. The City shall have no responsibility to locate or mark underground facilities that are the property of ISU, including but not limited to water corporation cocks, curb cocks and curb boxes, service lines, parking lot light electric lines or other utilities installed or operated by ISU within the CYTown Development Area. ISU shall be responsible for locating and marking any underground facilities owned by ISU.

XIV. LAW ENFORCEMENT

1. Law Enforcement operations within the CYTown Development Area shall be administered under the "Intergovernmental 28E Agreement for Combined Law Enforcement Services" filed May 17, 2018 with the Iowa Secretary of State, or any successor agreement thereto.

XV. FIRE PROTECTION

1. Fire protection services within the CYTown Development Area shall be administered under the "Agreement between the City of Ames and the Board of Regents, State of Iowa for Fire Services at Iowa State University" dated May 19, 1981, or any successor agreement thereto.

XVI. AMENDMENT

1. This Agreement represents the entire Agreement of the parties. Any amendment to this Agreement shall be in writing, approved by each party, and executed by the authorized representative of each party.

XVII. SEVERABILITY

1. In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining provisions of this Agreement that are valid shall continue in full force and effect.

XVIII. INDEMNIFICATION

1. To the extent permitted by law, each party shall indemnify and hold harmless the other party and the other party's officers, agents and employees, against any and all claims, demands, damages, loss or liability incurred by the indemnified party, including reasonable legal fees, directly or indirectly resulting from or arising out of the negligent or wrongful acts or omissions of the indemnifying party, or its officers, agents or employees.

XIX. PRIOR AGREEMENTS

1. In the event any provision of this Agreement conflicts with a provision of another Agreement between the parties existing as of the Effective Date of this Agreement, the provisions of this Agreement shall control.

XX. TERMINATION

1. This Agreement shall remain in effect unless terminated by the mutual consent of the Parties hereto.

XXI. COUNTERPARTS

1. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

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

IOWA STATE UNIVERSITY

By: _____
John Haila, Mayor

By: _____
Wendy Wintersteen, President

Attest: _____
Renee Hall, City Clerk

ATTACHMENT 1: CYTOWN DEVELOPMENT AREA BOUNDARIES

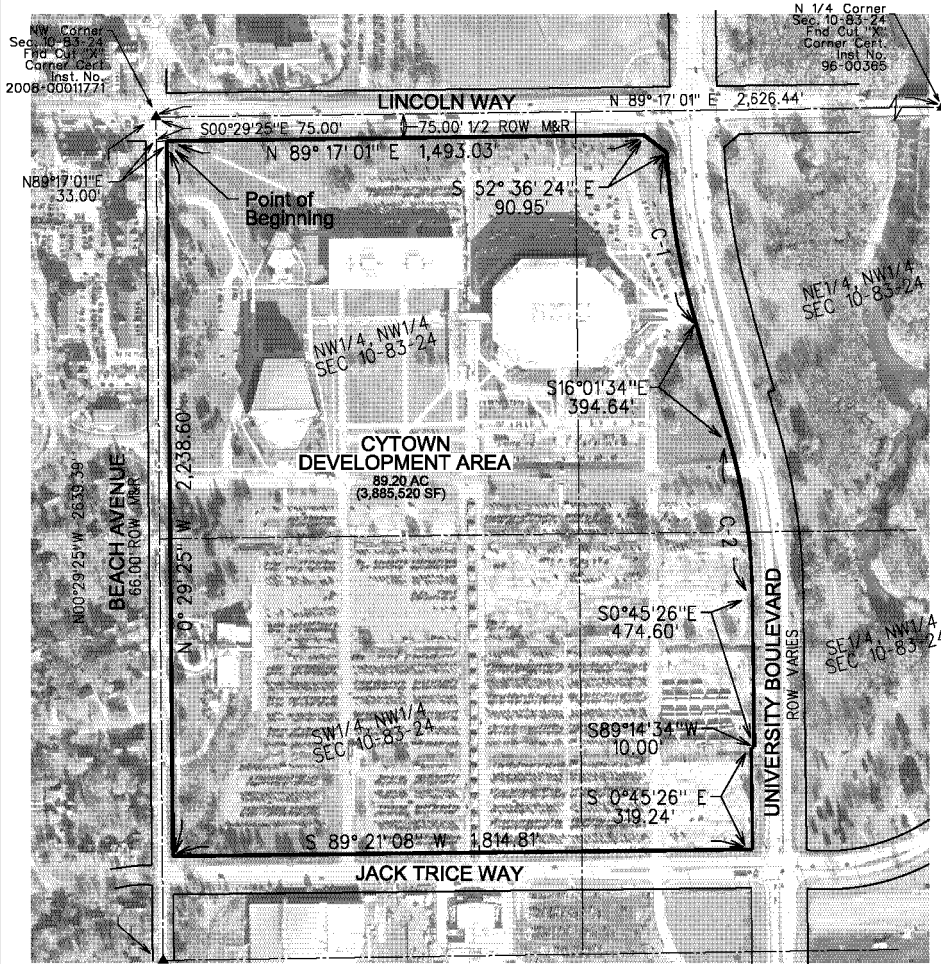
CYTOWN DEVELOPMENT AREA

PROPERTY DESCRIPTION:

A PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 6TH P.M., CITY OF AMES, STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE SOUTH 00°29'25" EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 75.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN WAY; THENCE NORTH 89°17' 01" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF BEACH AVENUE AND TO THE POINT OF BEGINNING; THENCE NORTH 89°17'01" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1,493.03 FEET TO THE WEST RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD; THENCE SOUTH 52°36'24" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 90.95 FEET ; THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 2,371.83 FEET, WHOSE ARC LENGTH IS 537.80 FEET AND WHOSE CHORD BEARS SOUTH 08°31'49" EAST, 536.65 FEET; THENCE SOUTH 16°11'34" EAST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, 394.64 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1,829.88 FEET, WHOSE ARC LENGTH IS 487.64 FEET AND WHOSE CHORD BEARS SOUTH 08°23'30" EAST, 486.20 FEET; THENCE SOUTH 00°45'26" EAST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, 474.60 FEET; THENCE SOUTH 89°14'34" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, 10.00 FEET; THENCE SOUTH 00°45'26" EAST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, 319.24 FEET; THENCE SOUTH 89°21'08" WEST, 1,814.81 FEET TO SAID EAST RIGHT-OF-WAY LINE OF BEACH AVENUE; THENCE NORTH 0°29'25" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 2,238.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 89.20 ACRES (3,885,520 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

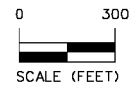


DATE OF SURVEY
AUGUST 16, 2023

W 1/4 Corner
Sec. 10-83-24
Fnd Cut "X"
Corner Cert. Inst No. 2021-13163

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C-1	12°59'29"LT	2,371.83'	537.80'	270.06'	S9°31'49"E 536.65'
C-2	15°16'08"RT	1,829.88'	487.64'	245.27'	S8°23'30"E 486.20'



CYTOWN DEVELOPMENT AREA

EXHIBIT DRAWING



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

SHEET 1 OF 1
PN: 1220768
FLD BK: 881A PG: 38
DATE: 12/15/23
PM/TECH: EJM/SDB

VEBnet\ref\pdp\PDF\pdp...
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12/15/2023
wjm

ATTACHMENT 2: CYTOWN DEVELOPMENT AREA PHASING PLAN

