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DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER  
Prepared by: Douglas R. Marek, City of Ames Legal Department, 515 Clark Avenue, Ames, Iowa 50010 (Phone: 515-239-5146)  
Return to: Ames City Clerk, 515 Clark Avenue, Ames, Iowa 50010

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**LEASE AGREEMENT**

**BOARD OF REGENTS, STATE OF IOWA ACTING FOR  
IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY  
TO THE CITY OF AMES  
(Ames Intermodal Site on Hayward and Chamberlain)**

**THIS LEASE AGREEMENT** made this 3 day of February, 2011, between the Ames Transit Agency, an administrative agency of the City of Ames, Iowa, hereinafter called "ATA", and the Board of Regents, State of Iowa acting for and on behalf of Iowa State University of Science and Technology, hereinafter called the "University",

**WITNESSETH THAT:**

WHEREAS, ATA is engaged in the operation, management, governance and control of a city transit system as an administrative agency of the City of Ames; and,

WHEREAS, ATA is funded pursuant to an Agreement for Joint Action in Support of Transit Services in the City of Ames between the City of Ames, Iowa State University and the Government of the Student Body of Iowa State University dated July 1, 2006 ("Transit Services Agreement"); and,

WHEREAS, it is now deemed necessary that in connection with the aforesaid transit system a site be acquired and provided for the construction of an Intermodal Facility as described in the Memorandum of Understanding entered into by the City of Ames and the United States Government dated May 17, 2010 ("MOU") and funded in a grant agreement with the Federal Transit Administration (FTA), Project Number IA-78-0001-00 ("Grant"); and,

WHEREAS, the University desires to aid and assist with regard to the said Intermodal Facility in view of the many benefits such a facility will afford to Iowa State University, its students, staff, faculty and programs;

NOW, THEREFORE, the University leases to ATA, and ATA leases from the University, all of that land located in the City of Ames, Story County, Iowa as described in EXHIBIT A, which is incorporated into and made part of this Agreement (“Premises”) in accordance with the following terms and conditions:

1. **Term of Lease.** The term of this lease shall be forty-one years, commencing on the first day following the award of the construction contract by the City of Ames, as provided in Iowa Code §26.9 (2009), unless earlier terminated by operation of provisions of this lease as set out below. In recognition that the ATA might want to make additional improvements to the leased site in the future that will require additional time to depreciate, it is agreed that the ATA may request, with the City’s prior approval, and the University may grant, extensions to this Lease Agreement term at any time.
2. **Rental.** There shall be no money payments made, due or owing under this lease. The full, complete and satisfactory consideration for this lease shall be and is the promise of the ATA, herein and hereby made, to seek and administer a grant of funds through the Federal Transit Administration of the United States Department of Transportation for the design and construction of an Intermodal Facility on the Premises; to design, construct, and operate said facility; and to maintain said facility and the Premises. ATA shall design, construct, operate and maintain the Intermodal Facility and the Premises in compliance with all applicable laws and regulations, the terms and conditions of the MOU, the Grant, and the Operational Agreement entered into by the parties this same date and attached as Exhibit B.
3. **Use Of Premises.** ATA shall use the Premises for providing an Intermodal Facility for transit purposes as described in the Grant and Operational Agreement. Upon mutual written agreement of the parties, and in conformity with FTA requirements, ATA may use the Premises for other or additional incidental purposes so long as such use is reasonably related to usage of the Intermodal Facility and so long as such incidental uses do not interfere with its continuous public transportation use.
4. **Plan Approval.** Plans for the Intermodal Facility and any other improvements on the Premises must be submitted to FTA and to the University for consideration and approval. The approval by the University for additional improvements shall not be unreasonably withheld. Plans must be submitted by ATA to FTA and to the University for initial construction, as well as for any subsequent modifications or additional improvements. All construction shall be in conformance with such mutually approved plans which shall conform to the scope of the approved Grant.

ATA shall keep the Premises free and clear of all mechanics' or other liens or claims on account of work done for the ATA on the Premises. It is expressly understood and agreed by the parties hereto that the ATA shall be the owner of and shall retain title to all structures, buildings, and other improvements placed upon the Premises by the ATA, subject to the interest of the FTA.

5. **Failure to Construct.** In the event that ATA does not begin construction of the Intermodal Facility within three years following the date of execution of this lease by both the University and ATA, or if ATA fails to continue such construction with reasonable diligence, University shall provide 30 days written notice of intent to terminate to both ATA and FTA, after which this lease shall terminate. Notwithstanding the foregoing, the University shall grant to ATA additional time to begin construction if termination of the lease under the provisions of this paragraph will jeopardize ATA's receipt of the federal funding designated to ATA in the Grant for the Intermodal Facility.
6. **Destruction of Building.** In the event that the Intermodal Facility to be constructed on the Premises is wholly or partially destroyed or damaged by wind, fire, flood or other naturally occurring events, or by tortious or criminal act, to the extent that ATA cannot perform the promise contained in Paragraph 2 above, the lease shall terminate if the ATA does not commence making repairs or rebuilding the Intermodal Facility within two years from said occurrence and continue to do so with reasonable diligence. The University may, upon request of ATA, grant additional time to begin making repairs and rebuilding and such request shall not be unreasonably denied.
7. **Utility and Other Services.** Utilities and services such as snow removal, garbage removal, and grounds care shall be provided by the ATA unless the parties agree otherwise in writing.
8. **Expiration or Termination of Provisions.** Upon expiration or termination of the lease the land shall revert to the University; provided however, that there shall be no such reversion of possession until the parties have reached agreement on the disposition of any buildings or improvements on the Premises, said disposition being subject to prior written authorization from FTA. The parties agree to negotiate in good faith to resolve issues related to the disposition of buildings or improvements. To the extent practicable and applicable, the terms and conditions of this Lease Agreement shall remain in effect until the disposition has been completed.

If ATA, the University and the FTA determine that all or any part of a structure or building will be offered for sale, ATA will abide by FTA's Circular 5010.1D regarding the sale of real property, if applicable at the time of the proposed sale, which requires an appraisal and review appraisal of real property by qualified appraisers.

9. **Lease Valuable.** The value of the University's contribution of the Premises leased hereunder shall receive an appropriate recognition in any future discussions, reports, and presentations pertaining to the operations of the Intermodal Facility. However, it is also understood and agreed that the value of this leased Premises shall not constitute a contribution by the University to the CyRide budget under Paragraph 2 of the Transit Services Agreement or to any financial obligation owed to the City under a separate Operating Agreement for the Intermodal Facility.
10. **Outdoor Activity.** The storage of transit vehicles or parts of transit vehicles outside of a building will not be permitted on the Premises, unless agreed upon, in writing, by the ATA and the University. However, the temporary parking of over-the-road buses, paratransit vehicles, vans participating in van pools, and other public transportation vehicles in order to allow for riders to initiate or terminate a trip or transfer during a trip is not storage of transit vehicles.
11. **Liability and Indemnification.** ATA does hereby covenant and agree to indemnify and hold harmless the State of Iowa, the Board of Regents – State of Iowa, and Iowa State University of Science and Technology, and their officers and employees, against any loss or liability whatsoever, including reasonable attorney's fees, pertaining to any and all claims by any and all persons, resulting from or arising out of ATA's construction, location, operation, and maintenance of the Intermodal Facility and Premises.
12. **The University's Reservation of Rights.**

The University reserves to itself and to Iowa State University the right to transit the Premises with, and to install and to maintain, any and all utility cables or pipelines, whether above ground or underground, necessary to accommodate the supply of utilities or other services to property owned or controlled by the University, said installation and maintenance to be conducted in a manner reasonably calculated to minimize interference with the public transportation operations and activities of ATA on the property.
13. **Subletting, Assignment.** There shall be no assignment of the lease or subletting of the Premises without the express written consent of the University and the express written consent of the FTA, except that such consent is not necessary for leasing of office space in the Intermodal Facility to transportation carriers and an Intermodal Facility management firm.
14. **Real Estate Taxes and Assessments.** The parties anticipate that there will be no real estate taxes or assessments assessed against the Premises or ATA's improvements. Should such taxes or assessments be assessed, ATA shall be responsible for the payment of such taxes or assessments.

15. **Notice.** Notice to the City and ATA shall be accomplished by delivery in writing to the office of the City Clerk for the City of Ames. Notice to the University shall be accomplished by delivery in writing to the office of the Vice President for Business and Finance at Iowa State University. Notice of termination, subletting, or assignment shall be accomplished by delivery in writing to FTA Region VII at 901 Locust Street, Suite 404, Kansas City, MO 64106.

Neither party shall be deemed or declared in default, breach or violation of this agreement without written notice and a reasonable opportunity to cure or correct any alleged breach, default or violation.

16. **Interpretation.** Words or phrases in this lease shall be interpreted and understood according to the context in which they are used. This lease, including any addendum attached hereto, constitutes the entire agreement between the parties with respect to the subject matters addressed in it; and no statement, representation or promise with reference to this lease, the Premises, or any repairs, alterations, improvements, or any purported change in the terms of this lease, shall be binding upon either of the parties unless in writing and signed by authorized representatives of both. Provisions of this lease that by that by their nature apply after the termination or expiration of this lease shall survive the termination or expiration of this lease.
17. All improvement to the land during the term of this lease shall comply with the Americans with Disabilities Act, as provided in 49 CFR Part 37, and the ADAAG standards promulgated by USDOJ.
18. FTA is a third-party beneficiary of this lease agreement, and all notices required of either party under this lease shall also be given to FTA.

IN WITNESS WHEREOF the parties hereto have caused this lease to be signed by their duly authorized representatives as of the date first above written.

**IOWA STATE UNIVERSITY**

BY Warren R. Madden  
Warren R. Madden, Vice President  
for Business and Finance, Iowa State  
University of Science and Technology

BY Robert Donley  
Robert Donley, Executive Director,  
Board of Regents, State of Iowa

**AMES TRANSIT AGENCY**

BY Sheri Kyras  
Sheri Kyras, Transit Director

BY Ann H. Campbell  
Ann H. Campbell, Mayor  
City of Ames, Iowa

Attest: Diane Voss  
Diane Voss, City Clerk

APPROVED AS TO FORM  
BY Douglas R. Marek  
DOUGLAS R. MAREK  
CITY ATTORNEY

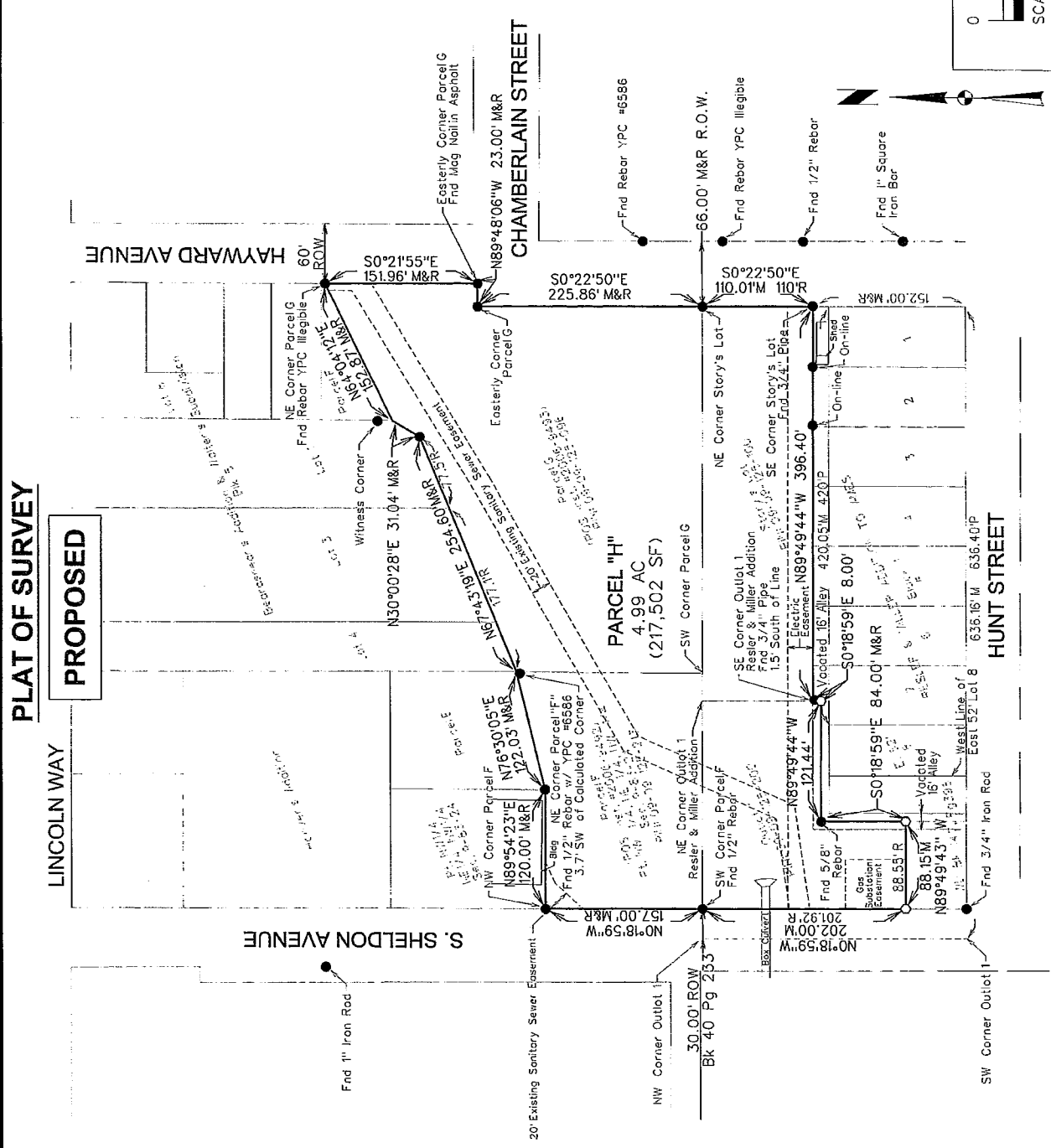
DATE	BY	REASON

AMES, IOWA  
 Prepared by: E.M.  
 Checked by: J.M.  
 Date: 01/11/11  
 Project No: 110.1011  
 Sheet 2 of 2



REQUESTED BY IOWA STATE UNIVERSITY  
 SNYDER & ASSOCIATES  
 315 S.W. SNYDER BLVD.  
 AMES, IOWA 50023  
 515-954-2020  
 515-954-2023  
 515-954-2024

110.011  
 Sheet 2 of 2



**PLAT OF SURVEY**  
**PROPOSED**



Small text at the bottom of the page, likely containing a disclaimer or additional project information.

# PLAT OF SURVEY

## PARCEL "H" DESCRIPTION

PARCEL F AS SHOWN ON THE PLAT OF SURVEY RECORDED IN INSTRUMENT 2006-9492 BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY IOWA.

AND

PARCEL G AS SHOWN ON THE PLAT OF SURVEY RECORDED IN INSTRUMENT 2006-9493 BEING A PART OF LOT 2 OF THE AUDITOR'S PLAT OF BLOCKS 3, 4, AND 5 OF BEARDSHEAR'S ADDITION AND WALTERS SUBDIVISION OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA.

AND

A PART OF OUTLOT 1 AND VACATED ALLEYS ADJACENT THERETO AND ALL OF STORY'S LOT, ALL BEING A PART OF RESLER & MILLER ADDITION TO AMES, IOWA, AN OFFICIAL PLAT IN THE CITY OF AMES, STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL F SAID CORNER ALSO BEING ON THE NORTH LINE OF SAID OUTLOT 1; THENCE NORTH 00° 18' 59" WEST ALONG THE WEST LINE OF SAID PARCEL F 157.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL F; THENCE NORTH 89° 54' 23" EAST ALONG THE NORTH LINE OF SAID PARCEL F 120.00 FEET; THENCE NORTH 78° 30' 05" EAST CONTINUING ALONG SAID NORTH LINE, 122.03 FEET TO THE NORTHEAST CORNER OF SAID PARCEL F AND THE NORTHWEST CORNER OF SAID PARCEL G; THENCE NORTH 67° 43' 19" EAST ALONG THE NORTH LINE OF SAID PARCEL G, 254.60 FEET; THENCE NORTH 30° 00' 28" EAST CONTINUING ALONG SAID NORTH LINE, 31.04 FEET; THENCE NORTH 64° 04' 12" EAST CONTINUING ALONG SAID NORTH LINE, 152.87 FEET TO THE NORTHEAST CORNER OF SAID PARCEL G; THENCE SOUTH 00° 21' 55" EAST ALONG THE EAST LINE OF SAID PARCEL G, 151.96 FEET; THENCE NORTH 89° 18' 06" WEST CONTINUING ALONG SAID EAST LINE, 23.00 FEET; THENCE SOUTH 00° 22' 50" EAST CONTINUING ALONG SAID EAST LINE, 225.86 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL G AND THE NORTHEAST CORNER OF SAID STORY'S LOT; THENCE CONTINUING SOUTH 00° 22' 50" EAST ALONG THE SOUTH LINE OF SAID STORY'S LOT, 110.01 FEET TO THE SOUTHWEST CORNER OF SAID STORY'S LOT; THENCE NORTH 89° 49' 44" WEST ALONG THE SOUTH LINE OF SAID STORY'S LOT, 396.40 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 1; THENCE SOUTH 00° 18' 59" EAST ALONG THE EAST LINE OF SAID OUTLOT 1, A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED ALLEY; THENCE NORTH 89° 49' 44" WEST ALONG SAID CENTERLINE, 121.44 FEET; THENCE SOUTH 00° 18' 59" EAST CONTINUING ALONG SAID CENTERLINE, 84.00 FEET TO A CORNER ON THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 147, PAGE 398 IN THE OFFICE OF THE STORY COUNTY RECORDER'S; THENCE NORTH 89° 49' 43" WEST ALONG SAID WESTERLY LINE, 88.15 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH SHELTON AVENUE NORTH; THENCE NORTH 00° 18' 59" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 202.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.99 ACRES (217,502 S.F.).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

## LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Cap # 17161	■	□
1/2" Rebar, Orange Cap # 19515	■	□
ROW Marker	■	□
ROW Nail	■	□
Control Point	●	○
Bench Mark	■	□
Plotted Distance	—	---
Measured Bearing & Distance	—	---
Recorded As	—	---
Distance	—	---
Calculated Distance	—	---
Minimum Protection Elevation	—	---
Centerline	—	---
Section Line	—	---
1/4 Section Line	—	---
1/4 1/4 Section Line	—	---
Easement Line	—	---

## REQUESTED BY

IOWA STATE UNIVERSITY

## DATE OF SURVEY

01-14-11

## OWNER

STATE OF IOWA  
BUSINESS OFFICE  
1350 BEARDSHEAR HALL  
AMES, IA 50011

## PLANNING & HOUSING DIRECTOR

I hereby certify that this land surveying work was performed by me or under my direct personal supervision and that I am a duly Licensed Surveyor under the laws of the State of Iowa.

Eric J. Miller, PLS  
License Number: 19515  
My License Renewal Date is October 31, 2012  
Pages or sheets covered by this seal:  
Sheets 1 and 2

THE AMES CITY COUNCIL APPROVED THIS PLAT OF SURVEY ON \_\_\_\_\_, 2011, WITH RESOLUTION NUMBER \_\_\_\_\_, I CERTIFY THAT IT CONFORMS TO ALL CONDITIONS OF APPROVAL.

REQUESTED BY IOWA STATE UNIVERSITY  
SNYDER & ASSOCIATES



110011  
Sheet 1 of 2

DATE	1-10-11
REVISION	
CHANGED BY	ELM
DATE	01/14/11
PROJECT NO.	1101011
PROJECT NAME	
PROJECT LOCATION	
PROJECT NUMBER	
PROJECT DESCRIPTION	
PROJECT DRAWN BY	
PROJECT CHECKED BY	
PROJECT DATE	
PROJECT SHEET	1 of 2

2727 SW SNYDER BLVD., AMKENY, IA 50023 (515)964-2020  
ATLANTA, GA 30308 (404)875-1100  
ALBANY, NY 12205 (518)262-1100  
ANN ARBOR, MI 48106 (734)769-1100  
ARLINGTON, VA 22204 (703)527-1100  
BOSTON, MA 02115 (617)552-1100  
CHICAGO, IL 60606 (773)399-1100  
COLUMBIA, SC 29201 (803)733-1100  
DENVER, CO 80202 (303)733-1100  
DES MOINES, IA 50319 (515)251-1100  
FORT LAUDERDALE, FL 33304 (954)344-1100  
FORT WORTH, TX 76102 (817)342-1100  
HOUSTON, TX 77002 (281)416-1100  
INDIANAPOLIS, IN 46204 (317)426-1100  
JACKSONVILLE, FL 32202 (904)241-1100  
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