Instructions for Using Final Plat Development Agreement Template

Use this template as a starting point for preparing a Development Agreement. This template provides conditions to be supplied in all Final Plat Development Agreements and in the order in which they are to be listed. The user is encouraged to follow this template as strictly as possible to provide consistency for documentation. The City of Cedar Rapids recognizes that every project is unique, and modifications to the template content and organization may be necessary to meet the unique characteristics of a project.

Text in this template is color-coded to identify user inputs, instructions and standard text, as follows:

- Text **highlighted yellow** is a user input. This text should be replaced with the appropriate text or value, and the highlight should be removed.
- Text in **red** is instructional to help the user complete the document. This text should be deleted from the document once the user has followed the instructions provided by this text.
- Text that is **black** is standard text that should generally not be edited.

Some example conditions are provided in this template. These should be replaced or deleted as appropriate.

Page breaks are inserted at locations throughout the template for readability of the template. The user should remove page breaks where appropriate.

This template includes provisions for final plats which dedicate right-of-way and/or infrastructure to the City of Cedar Rapids. Should the subdivision include privately owned and maintained streets, underground utilities and storm water management, the user may modify this agreement and insert additional private agreements to the final plat bound documents as applicable. Dedication of temporary and offsite easements shall also occur with separate agreements.

**Delete this instruction page prior to submittal.**
This Development Agreement (Agreement) is entered into this ___________ day of ________________, year, by and between the undersigned property owner (hereinafter referred to as the Developer) and the City of Cedar Rapids, Linn County, Iowa (hereinafter referred to as the City).

WHEREAS, The Developer, above described, is now in the process of subdividing the property (the Real Estate) legally described as follows:

See Attachment A

Which subdivision shall be known as subdivision name Addition in the City of Cedar Rapids, Linn County, Iowa

and,

WHEREAS, the Developer has prepared a proposed final plat of such subdivision; and

WHEREAS, Public Improvements that lie within or provide service to the area included in the proposed final plat have not yet been completed to date, and to receive the City's approval of the proposed plat the Developer by this Agreement is willing to obligate the Real Estate for the construction and cost of said improvements.

NOW BE IT RESOLVED, the Developer and City hereby agree as follows:

1. All public improvements required by the City for the proposed final plat shall be completed according to the public improvements plans approved by the City.

2. Developer may receive building permits when water distribution, sanitary sewer and surface improvements are constructed and acceptable to the City. Final certificates of occupancy will not be allowed prior to completion of improvements.

3. Developer and any contractor or other agent employed by the Developer shall provide insurance as reasonably required by the City when working within public rights-of-way.

4. Improvements shall be constructed to City standards within two years from the date of this Agreement and inspected by the City. Upon completion of the Improvements, the City shall cause to be recorded with the Linn County Recorder a release instrument. Said release shall indicate that the Improvements have been accepted by the City and will release the Developer and the Real Estate from certain obligations due under this Agreement.

5. Street lighting shall be installed at Developer’s expense according to the approved public improvements plans. Developer shall provide acceptable verification of payment to the appropriate utility company for street lighting installation.

6. Permanent street signs and temporary signs or barricades shall be installed at the Developer’s expense. Permanent street signs shall be installed by the City and coordinated by the Developer.
7. Developer will construct or cause to be constructed, sidewalk according to the improvement plans:

   a. Sidewalk shall be constructed in rights-of-way adjacent to each buildable lot before final certificates of occupancy are issued.

   b. Americans with Disabilities Act (ADA) compliant sidewalk ramps and sidewalks adjacent to lots dedicated to the City or other property as necessary shall be constructed prior to the City accepting public improvements.

8. Temporary turnaround(s) shall be installed at the Developer’s expense at the end of street name(s) and shall remain until street is extended. Developer is responsible for maintaining temporary turnaround(s). **Delete this condition if it does not apply.**

9. If the Developer fails to complete the Improvements within the time period as provided in this Agreement, the City may cause the Improvements to be constructed in all respects as it shall reasonably deem appropriate. Developer shall remain responsible for all costs incurred by the City in completing the Improvements. In order to assure payment of such costs, if the Developer has not completed the Improvements within the time period above provided, the City and Developer further agree to the following assessment agreement as provided for in Section 31.06 of the Cedar Rapids Municipal Code, within the chapter commonly known as the Subdivision Ordinance:

   a. In consideration of the construction of the Improvements by the City, the Developer waives notice of such construction, waives all legal formalities required by the laws of Iowa to be observed by cities in the construction of Improvements where the expense of the Improvements is to be assessed, and waives each and every question of jurisdiction. The intention of the Developer is to authorize and direct the City to construct the Improvements without any of the formalities or legal proceedings required of cities in constructing like improvements. The express intention of the Developer is that the Improvements shall be constructed as if each and every legal requirement pertaining thereto was fully and faithfully observed and performed.

   b. The City by and through its Council may make assessments against the Real Estate for the cost of the construction of the Improvements, to the extent of the entire actual cost deemed necessary by the City. Such cost shall be allocated to each lot according to the benefit received by that lot.

   c. Said assessment shall be a lien upon the Real Estate, and the Developer hereby agrees to pay the amount which is assessed against the Real Estate, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The Developer hereby expressly waives every objection to said assessment. The Developer hereby authorizes the Council of the City of Cedar Rapids, Iowa, to pass any resolution necessary to order and secure the Improvements, to provide for the construction of the same and to make assessment herein provided for, without further notice to Developer or owner of any of the said lots.
d. An assessment made under this Agreement shall not be a lien against any property described herein unless and until the City records with the Linn County Recorder a "Notice of Assessment Lien" which Notice shall describe the property against which the lien attaches and the amount of the lien.

e. The Real Estate shall not be released from the requirements of this Agreement prior to the completion of all required improvements associated with the lot or lots according to the approved Improvement plans.

10. All new building construction requires review and approval by the Eastern Iowa Airport and the Federal Aviation Administration (FAA). **Delete this condition if it does not apply.**

**Customize the following conditions as needed.**

11. The City has determined that a 16-inch water main, 10-foot wide trail, etc. will be required along street to benefit the wider distribution system and will reimburse the Developer a portion of the cost to oversize the water main as permitted by Section 12.05 (c) of the Municipal Code and a method described therein as to how to determine the City's cost participation. The City will reimburse the Developer for the difference between 16-inch and 12-inch material costs for a maximum of +/-3,000 lineal feet based on actual length of pipe installed as per the approved plan of improvements.

a. Reimbursement shall not exceed $XXXXX from funding source **CODE FROM FINANCE, UTILITIES OR PUBLIC WORKS.**

b. Developer shall invoice City for reimbursement, with proof of payment, for work performed. **Delete the above reimbursement conditions if they do not apply.**

12. Developer shall maintain the public detention basin(s) in Lot(s) X and X following City acceptance of all maintenance bonds for a minimum of one year or until erosion and sediment control is established. Following City acceptance and maintenance of said detention basin(s), Developer will take all reasonable measures to protect basin(s) from erosion and sediment damage. All construction activities are subject to Municipal Code Chapter 71 until such time that all disturbed areas are stabilized and developed. Developer agrees to remove sediment from, reseed, and otherwise repair basin(s) should development related damage occur after City acceptance. **Delete this condition if it does not apply.**

13. Prior to the issuance of any certificate of occupancy, a professional civil engineer licensed in the State of Iowa shall certify in writing that the lowest as-built building opening elevation(s) on Lot(s) X-X inclusive are equal to or higher than the lowest allowable building opening elevation(s), or higher than the water surface elevation(s) of the overland conveyance of the 100-year storm water runoff, as stated on the approved improvement plans by the engineer of record. **Delete this condition if it does not apply.**

14. Storm water drainage swales graded as part of the overall storm water management plan shall not be modified to impair their function. Fill materials and other obstructions will not be placed within drainage swales without permission by the City. If drainage swales are not maintained in a matter acceptable to the City, the City may restore drainage swales
according to the approved plans and invoice property owners for the cost incurred by the City. **Delete this condition if it does not apply.**

15. Developer is responsible to extend type of utility to serve the development. If utility extension crosses private property to serve the Real Estate, Developer is responsible for costs including but not limited to design, land acquisition and construction. **Delete this condition if it does not apply**

16. All improvements constructed on property dedicated to the City shall become property of the City upon acceptance by the City (except private service connections to sanitary sewers and water mains). **Delete if infrastructure is privately owned and maintained.**

17. Developer and any contractor or other agent employed by the Developer shall provide maintenance bonds as required by Chapter 31 of the Cedar Rapids Municipal Code prior to acceptance of the completed Improvements by the City.

18. Developer assumes all expenses for any damage to public utilities, public improvements or other property and assumes all risk of loss to the improvements contemplated by this agreement until final acceptance by the City.

19. Developer shall comply with and fulfill all requirements of Municipal Code Chapters 31 (Subdivision Ordinance) and 32 (Zoning Ordinance), and Chapter 32b (Floodplain Ordinance).

20. Developer holds the City harmless and indemnifies the City against damages or claims for damages as a result of approval of this Agreement, personal injury or property damage occurring during the construction of improvements contemplated by this agreement.

21. This Agreement shall be binding upon the parties hereto and their heirs, successors, and assigns, and the sale by the owner of all or any part of the Real Estate shall transfer obligations of the Developer to the successor in interest.

22. Should any ambiguities arise in the execution of this agreement, it shall be construed to favor public over private interests.
Dated: ___________________________, Year

DEVELOPER COMPANY NAME

_____________________________________________

Developer's representative and title

STATE OF IOWA, LINN COUNTY

This instrument was acknowledged before me on this _________ day of
_________________, Year by Developer’s representative of Developer company name.

_____________________________________________

Notary Public in and for the State of Iowa