

**WHEN RECORDED RETURN TO:**

Debra M. Arend, Interim City Clerk  
City of Ankeny  
410 W. First St  
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 220 West First St., Ankeny, Iowa 50023

(515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

**DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF ANKENY, IOWA, AND KWIK TRIP, INC.**

**WHEREAS**, the City of Ankeny, Iowa (hereinafter the “City”) has received a site plan and traffic impact study from Kwik Trip, Inc., a Wisconsin corporation (hereinafter the “Developer”) regarding the construction of a commercial building (“Kwik Star #1057”) on Lot 3 of Autumn Crest Plat 8; and

**WHEREAS**, the Developer proposes to connect to NW 36<sup>th</sup> Street by use of an existing shared access drive with 240 and 260 NW 36<sup>th</sup> Street; and

**WHEREAS**, the March 21, 2019 Kwik Star Store #1057 Traffic Study (“Current Traffic Study”) shows that additional traffic generated from Kwik Star Store #1057 will reduce the level of service and increase vehicle delays at the intersection of NW 36<sup>th</sup> Street and the private road east of the Kwik Star site (the “Intersection”); and

**WHEREAS**, the Current Traffic Study contemplates that a traffic signal will be justified at the Intersection by year 2025; and

**WHEREAS**, the traffic signal is not currently programmed into the City’s current Capital Improvement Program (“CIP”); and

**WHEREAS**, the City is agreeable to share in the cost of the traffic signal, as well as complete the traffic signal as part of a future City CIP project.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. The City will design and install a traffic signal when traffic signal warrants are met, which is assumed to be by year 2025.

2. The Developer agrees to provide the City with any right-of-way, permanent easement, and/or temporary construction easements (the “Right of Way”) reasonably acceptable to Developer, which may be necessary for any street, public utility, pedestrian ramp, or other improvements to the Intersection that are required to support the traffic signal installation. The Right-of-Way will be determined during the preliminary design phase of the traffic signal. The Right of Way shall be provided at no cost to the City.

3. The Developer agrees to pay the City twenty-five percent (25%) of the cost of the traffic signal construction costs, as the Developer's contribution to the traffic signal within thirty (30) days after the new traffic signal is operational.

4. This Agreement shall be governed by the laws of the State of Iowa.

5. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

6. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

7. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

8. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

9. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

**City:**

City of Ankeny  
220 West First Street  
Ankeny, IA 50023  
Attn.: Mark Mueller, PE

**Kwik Trip, Inc.:**

Kwik Trip, Inc.  
P.O. Box 2107  
1626 Oak Street  
La Crosse, WI 54602-2107  
Attn.: Wade DuMond

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

**Kwik Trip, Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF ANKENY, IOWA**

By: \_\_\_\_\_

Gary Lorenz, Mayor

Attest:

By: \_\_\_\_\_

Debra M. Arend, Interim City Clerk

**STATE OF WISCONSIN  
COUNTY OF LA CROSSE, ss:**

On the \_\_\_\_ day of \_\_\_\_\_, 2019,  
before me, a Notary Public in and for said County and  
State personally appeared \_\_\_\_\_  
\_\_\_\_\_ of Developer, to me personally  
known, who being by me duly sworn, did say that he is  
Vice President of Developer, executing the within and  
foregoing instrument and acknowledged that he executed  
the same as his voluntary act and deed of the corporation,  
by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State of Wisconsin

**STATE OF IOWA  
COUNTY OF POLK, ss:**

On the \_\_\_\_ day of \_\_\_\_\_, 2019,  
before me, the undersigned, a Notary Public in and for the  
State of Iowa, personally appeared **GARY LORENZ** and  
**DEBRA M. AREND**, to me personally known, who, being  
by me duly sworn, did say that they are the Mayor and  
Interim City Clerk of the City of Ankeny, Iowa, a  
municipal corporation; that the seal affixed to the above and  
foregoing instrument is the corporate seal of said municipal  
corporation, and that said instrument was signed and  
contained in the Resolution adopted by the City Council of  
Ankeny, Iowa, on the \_\_\_\_ day of \_\_\_\_\_, 2019,  
and the said **GARY LORENZ** and **DEBRA M. AREND**  
acknowledged the execution of said instrument to be their  
voluntary act and deed and the voluntary act and deed of  
said municipal corporation, by it and by them voluntarily  
executed.

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

