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Doc. No. \_\_\_\_\_  
WOODBURY COUNTY, IOWA  
Filed for Record

STATE OF IOWA

CITY OF SIOUX CITY

Woodbury County

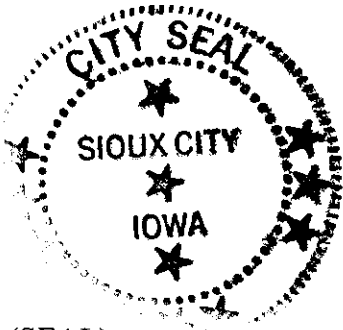
SEP 28 2004

Office of the City Clerk

Time 2:45 AM Fee \$ 37.00 Pd  
PATRICK F. GILL, Auditor & Recorder  
By [Signature] Designee

I, Robert K. Padmore, City Clerk of the City of Sioux City and City Clerk of the City Council thereof, and as such, having charge of and in my possession all the records and documents pertaining to said office now remaining therein, do hereby certify that it appears from such records that the foregoing is a true and correct copy of the Resolution 2004-0659 adopted by the City Council of the City on the 26<sup>th</sup> day of July, 2004, upon the call of yeas and nays thereof duly had and recorded.

Dated at Sioux City, Iowa this 7<sup>th</sup> day of September, 2004.



(SEAL)

[Signature of Robert K. Padmore]

ROBERT K. PADMORE  
CITY CLERK

RESOLUTION NO. 2004 - 000659

## RESOLUTION APPROVING A FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN CIVIC PARTNERS AND THE CITY OF SIOUX CITY, IOWA

WHEREAS, the City of Sioux City, Iowa and Civic Partners did on November 19, 2001 enter into a Development Agreement in connection with the development of certain property in the Combined Central Sioux City - CBD Urban Renewal Area amended on June 10, 2002, November 4, 2002, and February 20, 2003 and;

WHEREAS, Civic Partners have proposed that such Development agreement be again amended, and;

WHEREAS, a copy of such Third Amendment to the Civic Partners development Agreement is attached hereto and should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the Fourth Amendment to Civic Partners Development Agreement between Civic Partners and the City of Sioux City, Iowa, as referred to in the preamble hereof, be and the same is hereby approved as to form and content.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized and directed to execute said Fourth Amendment to Civic Partners Development Agreement for and on behalf of the City.

PASSED & APPROVED:

July 26, 2004

David W. Ferris  
David W. Ferris, Mayor

ATTEST:

Robert K. Padmore  
Robert K. Padmore, City Clerk

**FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN CIVIC PARTNERS AND THE CITY OF SIOUX CITY, IOWA**

This Fourth Amendment to the Civic Partners Sioux City, LLC Development Agreement is entered into this 26th day of July, 2004, by and between the City of Sioux City, Iowa (hereinafter "City") and Civic Partners Sioux City, LLC (hereinafter "Developer").

**RECITALS**

*The Original Development Agreement was recorded at Roll 523 Image 1778*

WHEREAS, the City and Developer did on November 19, 2001 enter into a Development Agreement in connection with the development of certain property in the Combined Central Sioux City – CBD Urban Renewal Area amended on June 10, 2002, November 4, 2002 and February 20, 2003; and

WHEREAS, the City and Developer propose to amend said Development Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Section 8, paragraph (h) of the Development Agreement shall be amended to read as follows:

The City's Parking Commitment.

- (1) Location and Fee. The City of Sioux City shall provide evening and weekend parking in the municipally owned parking ramps ("Ramps"); known as Heritage Parking Ramp and Discovery Parking Ramp, free to the public for a period of five years effective from the date the Cinema opens for business to the public. Parking shall be free to the public at the Ramps from 5:30 p.m. to 2:30 a.m. Monday through Thursday, and from 5:30 p.m. Friday through 2:30 a.m. Monday.

After the initial five year period, the City shall continue to provide free Ramp public parking on evenings and weekends for a period of ten years. The Developer shall pay to the city the sum of \$1,000 per month for a period ten years commencing five years after the opening of the Cinema, to be paid to the City of Sioux City for the provision of free parking in the Ramps. The parties shall negotiate a payment after the ten year period of payment. In absence of agreement, Developer's patrons shall pay current ramp parking fees.

Surface parking lots adjacent to the City's Convention Center as shown on 'Exhibit H' shall be available free to the general public for parking on non-event evenings and weekends. Non-event is defined as times when the Convention Center facility does not have an event (50 or more attendees) scheduled or when no Downtown or Historic Fourth event, i.e. Chili Cook-off, Awesome Harley Nights, June Jam, etc. is scheduled. Parking Lot 'A' as shown on 'Exhibit H' shall be signed "Parking for Convention Center Patrons Only" on event days. On non-event evenings and weekends the signage shall read 'Parking for 4<sup>th</sup> Street Patrons'. It shall be the responsibility of City staff to change the signage as needed. On non-event evenings and

weekends 'Parking Lot 'B' shall have its gate open for general public parking. On event evenings and weekends with less than 100 attendees and no special loading or staging requirements in Parking Lot 'B', the City shall make Parking Lot 'B' available for general public parking.


(2) Future Availability of Parking Spaces. Developer acknowledges that the Heritage Parking Ramp is expected to be demolished during the term of this agreement. The City shall designate alternative facilities, at its sole discretion, when Heritage parking Ramp is closed. In the event the City does not rehabilitate or replace the structure, the City shall provide an additional four hundred sixty (460) parking spaces within three blocks of Heritage Ramp and the Property. This parking may be provided on Parcel 3, as provided in subsection 8(i) below, or otherwise.


The surface parking lot spaces in Parking Lot 'A' and Parking Lot 'B' will count towards the city's obligations to provide 460 parking spaces. These surface parking arrangements shall remain in effect until such time Parking Lot 'A' is developed with a parking structure.

2. In all other respects, the Development Agreement entered into by the parties on November 19, 2001, as amended June 10, 2002, November 4, 2002 and February 20, 2003, be and the same is hereby ratified, confirmed and approved.

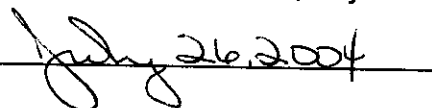
CITY OF SIOUX CITY, IOWA

CIVIC PARTNERS SIOUX CITY L.L.C.

By:   
 David W. Ferris, Mayor

By:  J.S. Clements  
 Its: ATTORNEY-IN-FACT

ATTEST:   
 Robert K. Padmore, City Clerk

Date: 

Date: August 30, 2004

STATE OF IOWA )  
COUNTY OF WOODBURY)

BE IT REMEMBERED, on this 26<sup>th</sup> day of July, 2004, before me the undersigned, a Notary Public in and for Woodbury County, personally appeared David W. Ferris and Robert K. Padmore, to me personally known, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively, of the City of Sioux City, Iowa; that the seal affixed hereto is the seal of the City of Sioux City, Iowa; that the said instrument was signed and sealed on behalf of said City of Sioux City, Iowa, and that the said David W. Ferris and Robert K. Padmore acknowledged the execution of said instrument to be the voluntary act and deed of said City of Sioux City, Iowa, by it and by them voluntarily executed.

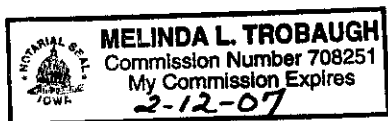


Diane Bailey  
Notary Public In And For Woodbury County

STATE OF Iowa )  
COUNTY OF Woodbury)

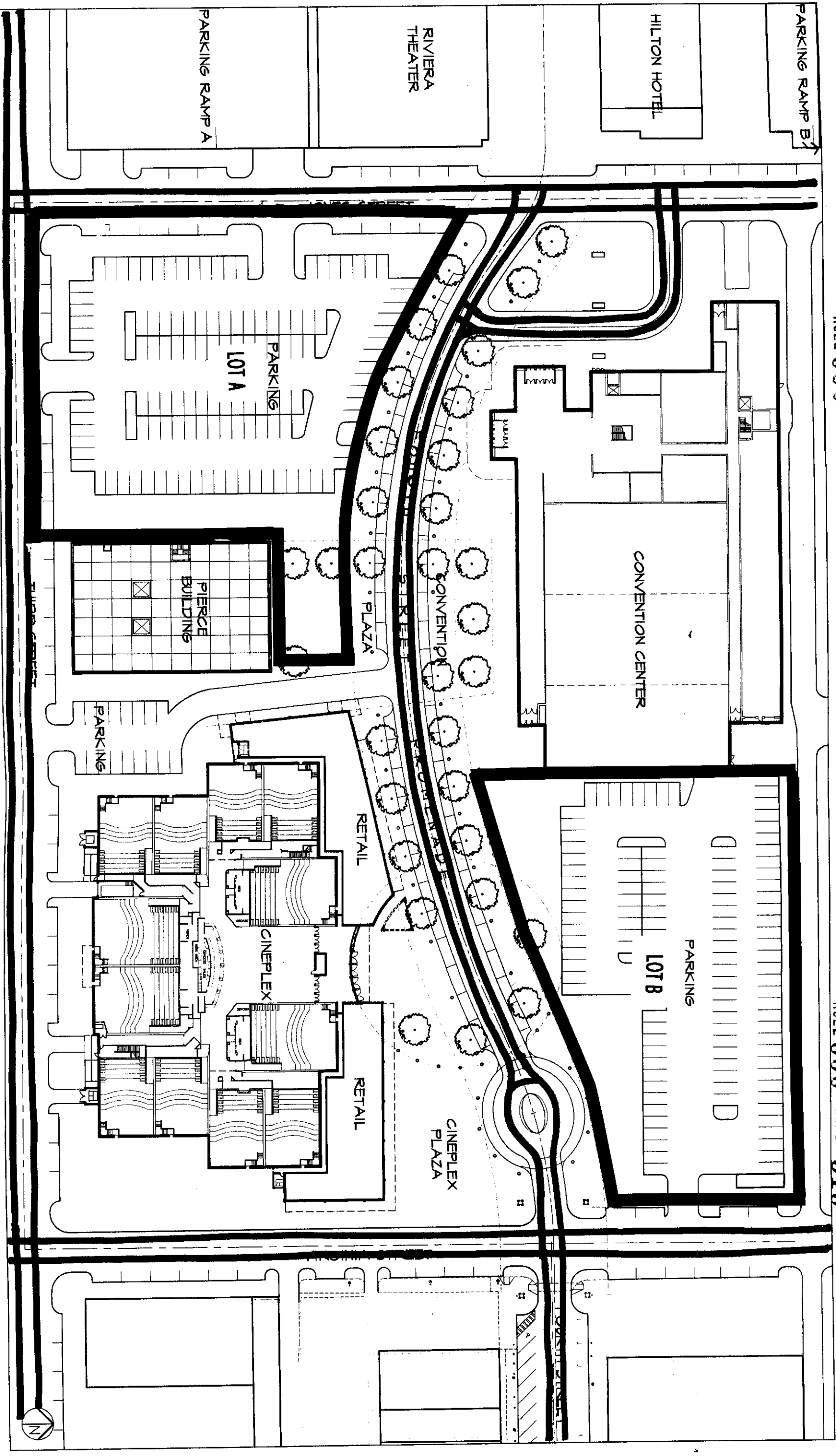
On this 30<sup>th</sup> day of August, 2004, before me, the undersigned a Notary Public in and for said County and State, personally appeared J.S. Clements and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that ~~they are~~ is the Attorney-in-fact and \_\_\_\_\_ respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) corporation; that said instrument was ~~(the seal affixed thereto is the seal of said)~~ signed ~~(and sealed)~~ on behalf of said corporation by authority of its Board of Directors; and that the said J.S. Clements and \_\_\_\_\_ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

Melinda L. Trobaugh  
Notary Public In And For Woodbury County



ROLL 660 IMAGE 314

ROLL 660 IMAGE 315



PHASE ONE PLAN  
CONCEPTUAL DESIGN

CIRCULATION / WEEKDAYS

EXHIBIT 'H'

C-11 / 6-16 / 5-4

NORTHINGTON / **WZ ARCHITECTURE**  
 ARCHITECTURE  
 URBAN DESIGN  
 PLANNING  
 2801 BLAKE STREET SUITE 400  
 DENVER, COLORADO 80202  
 PHONE 303 291 0284 FAX 303 298 8172  
**SIoux CITY STREETScape**