

ANNEXATION 28E AGREEMENT

THIS AGREEMENT entered into by and between the City of Cedar Rapids, Iowa, hereafter referred to as “Cedar Rapids”; and the City of Marion, Iowa, hereafter referred to as “Marion.”

WHEREAS, Cedar Rapids and Marion have heretofore deemed it necessary and desirable to establish an agreement for annexation in order to provide the best opportunity for orderly planning, development and the provision of municipal services within an area of unincorporated Linn County that borders both cities; and

WHEREAS, to that end, the cities desire to establish an annexation boundary to allow for both cities to engage in long range planning for this area and to provide municipal infrastructure and services to the area; and

WHEREAS, a previous Annexation Agreement, adopted in 1998 by both cities and expired in 2008 set forth a long term boundary between the two communities; and

WHEREAS, Cedar Rapids and Marion both desire to continue to use the boundary set forth in the 1998 Annexation Agreement as a basis for future growth and development of the two communities; and

WHEREAS, the necessary provision of a regional watershed mitigation facility basin requires modification of the previous annexation agreement to ensure adequate and efficient service delivery; and

WHEREAS, both communities agree to negotiate a separate agreement to ensure adequate planning for future watershed management; and

WHEREAS, in addition, pursuant to section 368.4 of the Code of Iowa (2013), the cities desire to formally enter into a moratorium agreement for a period of ten (10) years from the effective date of this Agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Purpose.** It is in the public interest of the Citizens of Cedar Rapids, the Citizens of Marion, and the Citizens of Linn County that are within the areas set out below (and illustrated in the attached Exhibit A) to establish this Annexation Agreement in order to provide for effective planning, orderly development, and efficient delivery of municipal services along the common boundary of Cedar Rapids and Marion.
2. **Extent of Agreement.** This Annexation Agreement shall apply to all unincorporated lands north of Centerline of East Main Street and Centerline of East Robins Road as depicted in Exhibit A. No part of this Agreement shall be applied to any other common boundary or future growth area between or adjacent to Cedar Rapids and Marion.
3. **Annexation Boundary.** Cedar Rapids and Marion hereby agree upon the establishment of an Annexation Boundary, depicted in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference and legally described as follows:

The Annexation Boundary Line between Area A and Area B is located in Township 84 North, Range 7 West of the 5th PM in Linn County, Iowa is described as follows:

Beginning at the intersection of the Center Line of East Robins Road, NE and the North-South Center Line of Section 26;

Thence Northerly along the North-South Center Line of Sections 26, 23 and 14 to the Southwest corner of the Northeast Quarter of said Section 14;

Thence Easterly along the South Line of said Northeast Quarter to the Southeast corner of the Southwest Quarter of said Northeast Quarter;

Thence Northerly along the North-South Center Line of said Northeast Quarter to the Northwest corner of the Northeast Quarter of said Northeast Quarter and the Center Line of County Home Road;

Thence Easterly along the Center Line of said County Home Road and the North line of the Northeast Quarter of said Northeast Quarter to the Northeast Corner of said Section 14;

Thence Northerly along the East line of Section 11 and the Center Line of Alburnett Road, also known as County Route W58, to the Northeast corner of the southeast Quarter of said Section 11 being the terminus of the Annexation Boundary Line between Area A and Area B.

All unincorporated territory located to the west of the Annexation Boundary herein described except for Area C as described below shall be referred to as “**Area A**”

All unincorporated territory located to the east of the Annexation Boundary shall be referred to as “**Area B**”

Furthermore, Cedar Rapids and Marion agree to the establishment of “**Area C**”, depicted in Exhibit A and legally described as follows:

A parcel of land located in the Northwest Quarter and the Southwest Quarter of Section 26 Township 84 North Range 7 West of the 5th P.M. including Pleasant Ridge First Addition, Meadowknolls First Addition, Meadowknolls Second Addition and unplatted lands all in Linn County, Iowa and more particularly described as follows:

Beginning at the intersection of the center line of East Robins Road and the East line of said Southwest Quarter;

Thence northerly along the East line of said Southwest Quarter and the East line of said Northwest Quarter to the Northeast corner of the Southeast Quarter of said Northwest Quarter;

Thence Westerly along the North line of said Southeast Quarter of the Northwest Quarter, the North line of said Meadowknolls Second Addition and a North line of Pleasant Ridge First Addition to a Northwest corner of said Pleasant Ridge First Addition;

Thence Southerly along a West line of said Pleasant Ridge First Addition to a corner of said Pleasant Ridge First Addition;

Thence Westerly along a North line of said Pleasant Ridge First Addition to a Northwest corner of said Pleasant Ridge First Addition;

Thence Southerly along a West line of said Pleasant Ridge First Addition and last said line extended Southerly to a point of intersection with the center line of said East Robins Road;

Thence Southeasterly along said center line to the point of beginning.

(Note: The intent of the term "Center Line" in these descriptions is to indicate the referenced line coincides with the applicable quarter section or quarter/quarter section lines between the referenced fractional parts of the sections.)

4. **Annexation Moratorium** Cedar Rapids and Marion hereby agree to the following with respect to the three areas depicted in Exhibit A:

Area A: Marion shall not annex property in Area A for the term of this Agreement and any extensions hereto. Cedar Rapids may use any form of annexation legally available to it under applicable state law to annex property in Area A, without objection from Marion.

Area B: Cedar Rapids shall not annex property in Area B for the term of this Agreement and any extensions hereto. Marion may use any form of annexation legally available to it under applicable state law to annex property in Area B, without objection from Cedar Rapids.

Area C: Property in Area C may be annexed by either Cedar Rapids or Marion in the event of a Voluntary Annexation Petition, which may include non-consenting owners, without objection from the other city, for the term of this Agreement and any extensions hereto. At such time as either Cedar Rapids or Marion annex land in Area C Marion shall complete annexation in a timely manner of the land with the legal description as follows:

The unincorporated properties located in the Southeast Quarter of Section 26, Township 84 North, Range 7 West of the 5th PM, in Linn County, Iowa.

5. **Applicability of Agreement.** This Agreement is applicable to all annexation proceedings, whether voluntary or involuntary, any pending annexation applications currently before the City Development Board, and any annexation proceedings commenced after the effective date of this Agreement. All such proceedings that have been commenced by either city, but not completed, shall be amended to comply with the terms of this Agreement. Furthermore, any portion of any petition for annexation, whether voluntary or involuntary, in conflict with the terms of this Agreement shall be terminated and withdrawn by the petitioning city. For the purposes of this Paragraph 4, completion of annexation shall mean the approval by the City Development Board, expiration of appeal period and recording of the annexation

petition/application in the Office of the Linn County Recorder prior to the effective date of this agreement.

Both Cedar Rapids and Marion expressly agree not to annex territory in violation of the terms of this Agreement. Each city, its officials, agents and representatives, expressly agree not to aid or support in any way, any person, party, agency or governmental body who may oppose, enjoin or obstruct the other city in pursuit of any annexation that conforms to this Agreement.

6. **Extraterritorial Subdivision Plat Review.** Notwithstanding which city is located closer to any proposed subdivision or rezoning in unincorporated Linn County, Cedar Rapids and Marion agree that pursuant to Iowa Code Section 354.9 and separate agreements between the cities and Linn County:

Area A: Proposed subdivision plats and land-use shall be reviewed by Cedar Rapids only. Cedar Rapids agrees to provide requests in Area A to Marion for review and informal comment. Marion agrees to provide comment on proposals within 15 business days.

Area B: Proposed subdivision plats and land-use shall be reviewed by Marion only. Marion agrees to provide requests in Area B to Cedar Rapids for review and informal comment. Cedar Rapids agrees to provide comment on proposals within 15 business days.

Area C: Proposed subdivision plats shall be reviewed by both Cedar Rapids and Marion.

7. **Watershed Management Provision.** Both Cedar Rapids and Marion acknowledge that the provision of effective and efficient watershed management is vital to the future growth of the area shown in Exhibit A and covered by this agreement. The Cities of Cedar Rapids and Marion agree to develop a Watershed Management Agreement to plan for future mitigation activities.
8. **Rights and Obligations.** This Agreement creates rights and obligations only among these two parties as political subdivisions and is to be interpreted, applied or enforced by these entities only. This Agreement is not intended and shall not be interpreted to create any rights, title or interest in any other person, firm, corporation, or entity, whether or not a resident or taxpayer of any city, and whether directly or as a third party beneficiary.
9. **Statutory Authority.** This Agreement is entered into pursuant to Chapter 368 of the Code of Iowa (2013).
10. **Effective Date and Duration.** The effective date of this Agreement shall be the later of the dates of the Resolutions approving this Agreement, as shown herein. Prior to approval, each city is required to provide written notice to the Iowa City Development Board and Linn County Board of Supervisors, public notice of said Agreement in each city's official newspaper and to hold hearings as required by Section 368.4 of the Code of Iowa (2013) to ensure that this Agreement meets the requirements of a Moratorium Agreement. This agreement shall remain in force and effect for a period of ten (10) years following the effective date of this Agreement. Within ten (10) days following the effective date of this Agreement, the City Clerk of Cedar Rapids and the City Clerk of Marion shall file a copy of this Agreement with the Iowa City Development Board.

11. **Extensions.** The Cities agree to regularly review this Agreement and anticipate extending the Agreement periodically for the maximum time permitted by state law, so long as this Agreement continues to serve the long term interest of both cities, as determined by the City Council of each city respectively.
12. **Amendment and Extension.** All amendments and extensions must be in writing and signed by both parties hereto.
13. **Severability.** If any section, provision or part of this Agreement shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
14. **Approval by Resolution.** Attached hereto as Exhibits B and C are copies of the resolutions of the City Councils of Cedar Rapids and Marion respectively.
15. **Filing.** This Agreement shall be filed with the Iowa Secretary of State as provided by law.

City of Cedar Rapids

City of Marion

City Mayor

City Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk