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Dallas County Iowa
Chad C. Airhart RECORDER
File#

BK 2017 PG 14160

PREANNEXATION AGREEMENT

Crescent Ridge Mini Storage, LC; City of Waukee, IA

Recorder's Cover Sheet

Preparer Information (name, address and phone number):

Steven P. Brick
Brick Gentry Law
6701 Westown Pkwy., Ste. 100
West Des Moines, IA 50266
Phone: (515) 274-1450

→ Bill/Return Document to (name and complete address):

Rebecca D. Schuett
City of Waukee
230 W. Hickman Rd.
Waukee, IA 50263
Phone: (515) 978-7904

Legal Description: See Exhibit A

Document or Instrument Number of Previously Recorded Documents:

PREANNEXATION AGREEMENT

THIS PREANNEXATION AGREEMENT (“Agreement”) is made and entered into by and between Crescent Ridge Mini Storage LC (the “Owner”), and the City of Waukee, Iowa (the “City”).

WITNESSETH:

WHEREAS, the Owner is the legal titleholder of certain real estate in unincorporated Dallas County, Iowa, legally described on Exhibit “A” attached hereto and incorporated by this reference herein. A map is attached depicting the land area and its relationship to the existing City limits for reference purposes as Exhibit “B”. Said real estate is hereinafter referred to as the “Subject Property.”

WHEREAS, the Owner now desires to have the Subject Property voluntarily annexed to the City of Waukee, subject to certain conditions as hereinafter provided.

WHEREAS, the City is in agreement that the conditions to be performed by the City as hereinafter provided shall become a binding obligation of the City upon the completion of the annexation of the Subject Property to the City; NOW, THEREFORE,

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Subject Property will be brought into the City under the A-1 (Agricultural District) zoning classification.
2. The City acknowledges that the current use of the property as a self-storage facility is not a permitted use within the A-1 Zoning District. City agrees as a condition of annexation of the Property to immediately initiate proceedings to rezone the Property from A-1 Agricultural District to M-1 Light Industrial District in order to make the current use of the Property conforming. While it is required that the City initiate proceedings to rezone the property in accordance with this Agreement, both the City and Owner understand and agree that such proceedings will be undertaken in accordance with Iowa Code Chapter 414 and the Waukee Municipal Code and that the outcome of the proceedings is not a predetermined or otherwise guaranteed part of this Agreement.
3. Structures currently in existence on the Subject Property at the time of annexation, which may not conform to the current requirements of the City Code of Ordinances, shall be allowed to remain. However, no such structure which may be non-conforming under the current requirements of the City Code of Ordinances shall be enlarged or altered in a way which increases its non-conformity. Should such non-conforming structure be destroyed by any means to an extent of sixty (60) percent or more of its assessed value at time of destruction, it shall not be reconstructed except in conformity with the current requirements of the City Code of Ordinances.

4. Upon the completion of the annexation of the Subject Property, Owner will not be required by the City to connect to municipal utilities until the Owner formally request service from the City. Upon any such connection to any such municipal utilities, the Owner shall be responsible for all costs associated with connecting to the municipal utilities including any connection fees established.
5. The City will undertake to plan for the availability of City water and sewer in the future and will rely on the ultimate inclusion of the Subject Property within the City in conjunction with such planning and enhancements and extensions of City Utilities. In addition, the City after completion of the annexation of the property will proceed to secure rights to provide water to the residence located on the Property. The City anticipates that water service will be billed at established Waukee rates, as may be changed from time to time, within 6 months following the annexation of the property to the City. Initially, water is anticipated to continue to be provided through the facilities currently serving the Property.
6. Subject Property will not be specially assessed in the manner provided in section 384.42 - 384.79 Code of Iowa (2017) for any utility, sewer, water, gas, storm water facilities, streets, trails, street lights, sidewalks, fire hydrants, that are completed within the 10 years following the execution of this agreement except for those connection fees discussed in Paragraphs 4 of this agreement. This provision of this agreement shall terminate and not apply in the event that the Subject Property is subdivided either traditionally or by plat of survey. However, the Owner understands and agrees that they will be responsible for all rates, fees, taxes levied and/or charges paid by other residential property owners and/or utility customers in the City, imposed or existing now or in the future.
7. Owner will be entitled to tax transitioning as authorized under the Code of Iowa to assist in making the transition from Dallas County to the City of Waukee. The tax transitioning progresses as follows:
 - (a) In the first year the Subject Property is taxed by City – 75% abatement
 - (b) Second year – 75% abatement
 - (c) Third year – 60% abatement
 - (d) Fourth year – 60% abatement
 - (e) Fifth year – 45% abatement
 - (f) Sixth year – 45% abatement
 - (g) Seventh year – 30% abatement
 - (h) Eighth year – 30% abatement
 - (i) Ninth year – 15% abatement
 - (j) Tenth year – 15% abatement

WHEREAS, it is understood and agreed that the Owner will file an Application for Voluntary Annexation of the Subject Property subject to the conditions set forth in this Pre-annexation Agreement. All provisions set forth above shall survive the annexation of Subject Property and shall thereafter be binding on the City. In the event that the annexation of the Subject Property is not approved in a final unappealable decision, this agreement shall be null and void.

This Agreement shall be binding on and shall inure to the benefit of all successors, assigns and grantees of the City and Owner.

IN WITNESS WHEREOF, this Agreement is made and executed this 19th day of May ~~March~~ 2017.

By:

Van M. Brooks
Crescent Ridge Mini Storage LC

Jane Staudt
Crescent Ridge Mini Storage LC

CITY OF WAUKEE, IOWA

By:

William F. Peard
William F. Peard, Mayor

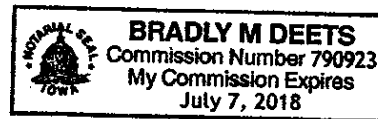
Attest:

Rebecca D. Schuett
Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) SS
COUNTY OF)

On this 19th day of May, 20 17, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Don Brees, to me personally known, who being by me duly sworn, did say that that person is Owner of the corporation executing the foregoing instrument; that (the seal affixed to said instrument is the seal of the corporation or no seal has been procured by the corporation) and that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; that Don Brees acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

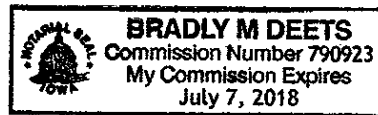
Bradly M. Deets
Notary Public in and for the State of Iowa



STATE OF IOWA)
) SS
COUNTY OF)

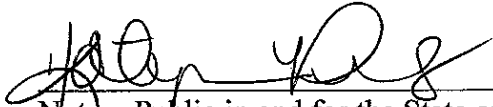
On this 19th day of May, 2017, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Jane Stewart, to me personally known, who being by me duly sworn, did say that that person is Owner of the corporation executing the foregoing instrument; that (the seal affixed to said instrument is the seal of the corporation or no seal has been procured by the corporation) and that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; that Jane Stewart acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Bradly M Deets
Notary Public in and for the State of Iowa



STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this 18 day of July, 2017, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared William F. Peard and Rebecca D. Schuett, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Waukee, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of Waukee, by it and by them voluntarily executed.



Notary Public in and for the State of Iowa

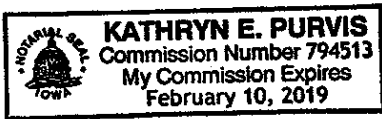


EXHIBIT A

Legal Description

TRACT B OF THE SURVEY OF LOT 2 OF THE AUDITOR'S PLAT OF NW 1/4 , NW 1/4 , SECTION 17, TOWNSHIP 78 NORTH, RANGE 26, WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, AS SHOWN IN BOOK 2000, PAGE 12483 IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA.

Parcel # 16-17-100-025

EXHIBIT B:

Map Showing Proposed Annexation Area

