

CDBG-DTR Façade Easement Agreement

This Easement Agreement is made on _____, between _____ (herein after called the "Property Owner") and the City of _____ Iowa, (herein after called the "Easement Holder"), a municipality organized under the laws of the State of Iowa,

WITNESSETH

WHEREAS, the Property Owner's Property, located in _____ County, Iowa, legally described as:

SEE ATTACHED EXHIBIT "A" _____ **Parcel ID**

And locally known as _____, _____ Iowa _____; *and*

WHEREAS, this property is located in the Downtown Business District and Designated DTR Target Area; and

WHEREAS, the property owner desires to participate in the City of _____'s Façade Improvement Project and the property is hereafter referred to as "the Easement Property" or "the Property Owner's property"; and

WHEREAS, the Property Owner has been thoroughly acquainted and advised of the terms, conditions and provisions of the City of _____'s Façade Improvement Project; and

WHEREAS, the Easement Holder, the City of _____, is carrying out a program to revitalize the Downtown Business District and Designated DTR Target Area; and

WHEREAS, the grant of this easement will assist in protecting and preserving the quality of the area in which the property is located.

NOW THEREFORE, in consideration of the mutual covenants and promises in this Easement Agreement and for the benefit of all parties, Property Owner hereby grants, conveys and transfers to the Easement Holder, a Façade Easement for a term lasting _____ years from the date of the signing of this document, (as long as that period is equal to or longer than the grant period) or for the actual length of the grant period, in and over, that portion of the herein described property consisting of the

_____ (specify front, side(s), roof ,or rear as applicable) exterior-facing 24 inches of the structure. This includes all architectural and construction features visible from any point on the public way outside of the building, including without limitation structural materials, facing materials, windows, doors, trim, sills, steps, railings, roofing materials, cornices, moldings, fences and other associated features, in addition to connected interior features that necessitate modification or maintenance in order to rehabilitate and maintain the publicly visible features.

For the period of the grant agreement contract with the Iowa Economic Development Authority (IEDA), or as stated in the immediately preceding paragraph above, the following restrictions are imposed upon the use of the Easement Property. In accordance with the policy of the City and Property Owner, its successors, and assigns, covenant to take and not take the following actions in and upon the Easement Property that Easement Holder is entitled to enforce as follows:

1. For the easement period, Property Owner will retain and maintain the façade on the building(s) now located on the property and will at all times maintain the same in good condition and repair. In the event of the total destruction beyond the control of the Property Owner, the easement shall become null and void.

2. The Easement Holder, to ensure the effective enforcement of this Easement, shall have, and the Property Owner hereby grants, the following rights:
 - a. If Property Owner knowingly or willfully violates or allows the violation of this easement, upon reasonable notice to the Property Owner, Easement Holder may enter upon the Easement Property and correct such violations and hold Property Owner responsible for the corrective costs, and

3. Property Owner shall seek no reimbursement from Easement Holder for any taxes, mortgages, liens, deeds to secure debt, or other obligations attaching to or constituting a lien on the property. Property Owner agrees to indemnify and hold Easement Holder harmless from any claims of third persons, including court costs and attorney's fees, arising out of Easement Holder's acceptance and holding of this easement. Easement Holder shall not be liable to contribute to the maintenance of the Premises. If Easement Holder would have to file suit or take any other action to enforce this agreement, Property Owner shall pay Easement Holder's reasonable attorney's fees and all other costs associated with any such required action.

4. At any time during the duration of the easement, any alterations, modifications, destruction or additions made to the facade improvements funded in part by CDBG funds shall be subject to the prior written approval of the City of _____. Such written approval, or disapproval, shall be issued by the city within not more than thirty (30) days of the owner's submittal of a written request or the request shall be considered approved. Provided however that nothing in this paragraph shall be construed to prevent ordinary or emergency maintenance, repair, cleaning, repainting, refinishing, remodeling, etc. so long as it does not change the appearance, or detrimentally affect the condition of the facades as they exist at the time of completion of the improvements hereunder.

This agreement is binding on the Property Owner, their heirs, assigns or successors in interest to the property and shall run with the land on the Easement Property until expiration.

Signed this ____ day of _____, 20 ____.

PROPERTY OWNER(S) - _____ (Print name)

_____ (Signature)

EASEMENT HOLDER – City of _____

Easement Holder Representative Name and Title Printed Here

_____ (Signature)

State of Iowa
 (_____) County

SUBSCRIBED and sworn to before me by the said _____ on this ____ day of _____, 20 ____.

 Notary Public in and for the State of Iowa.

STATE OF IOWA, COUNTY OF (_____):

On this ___ day of _____ 20___, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ (*names of easement holder representatives*), to me personally known, who, being by me duly sworn, did say that they are the _____ (*easement holder title*), respectively, of the City of _____, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its _____ (*City Council AND/OR Board of Directors*), and _____ (*Easement Holder's representatives' names*) acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa.