

This is a template Easement Agreement, provided by the Iowa Economic Development Authority (IEDA). Any legally-binding document that the city is using to comply with federal regulations should be reviewed and changed, as necessary, by legal counsel. This template should not take the place of legal counsel or review.

IEDA's requirements for the easement

- Seven year easement
- Protect the federal investment in that timeframe
- Signed by property owner and the easement holder (city or non-profit)
- Notarized and recorded at the county assessor, then submitted to IEDA

Flexibility of template:

- This document includes language that other communities' legal counsel has recommended to those communities.
- Communities may adjust, remove or add language in this agreement, if those changes do not conflict with IEDA's requirements.
- Additional language that solely applies to the duration of the city's CDBG grant and construction timeframe, should be incorporated into another document, titled in IEDA's template Property Owner Acknowledgement of Terms for Construction.

Façade Easement Agreement

This Easement Agreement is made ____ (date)____, between _____ ("Property Owner") and the city of (), Iowa and/or (non-profit legal name) ("Easement Holder"), a municipality organized under the laws of the State of Iowa or a non-profit corporation organized under the laws of the State of Iowa,

WITNESSETH

WHEREAS, the Property Owner, _____, owns the [name of business] _____ located in (name of county) County, Iowa legally described as:

SEE ATTACHED EXHIBIT "A" (legal description) **Parcel ID**

And locally known as (Address) _____, (city) Iowa (zip code). This property is located in the Downtown Business District and desires to participate in the (city) Façade Improvement Project and is referred to as "the Easement Property" or "the Property Owner's property";

WHEREAS, the Property Owner has been thoroughly acquainted and advised of the terms, conditions and provisions of the (city) Façade Improvement Project;

WHEREAS, the Easement Holder is carrying out a program to revitalize the Downtown Business District;

WHEREAS, the City of (_____) has determined that restoration and preservation of the District as a whole is expected to benefit the property owners in the District by increasing their

properties' values due to their properties' inclusion in this special unique area, and to also benefit the City and all its residents and taxpayers by increasing the economic vitality of the Downtown Area and the community;

WHEREAS, the effective revitalization of the District is largely dependent upon the rehabilitation of properties in the District in as much as continued deterioration of such property may have a serious detrimental impact on the entire District by damaging its overall character and may contribute to increased code deficiencies and the spread of blight within the area which would be counter-productive to the revitalization effort of the City;

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 Grantees, a Façade Easement for a term lasting seven years from the date of the signing of this document, in and over, that portion of the herein described property consisting of (*specify front, which side, and/or rear*) 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, 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 publically visible features.

For the seven year easement period, 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 do and not to do the following acts and things in and upon the Easement Property which Grantees are 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, in order to insure 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 Grantees 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 have to file suit or take any other action to enforce this agreement, Property Owner shall pay Easement Holder's reasonable attorneys fees and all other costs associated with any such required action.

4. If the Property Owner would deem it necessary to make changes to the façade during the easement period, Property Owner will submit a written notification to the Easement Holder.

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 _____, (year).

PROPERTY OWNER(S) - _____ (Print name)

_____ (Signature)

EASEMENT HOLDER – (NAME OF NON-PROFIT OR CITY)

Easement Holder Representative Name and Title Printed Here

State of Iowa
(_____) County

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

Notary Public in and for the State of Iowa.

STATE OF IOWA, COUNTY OF(_____), ss:

On this ___ day of _____2012, 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 Mayor and City Clerk, 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 (*city representative(s)' 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.

STATE OF IOWA, COUNTY OF (____):

On this ____ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who being by me duly sworn did say that they are the President and Treasurer, respectively, of the corporation executing the within and foregoing instrument, that no seal has become procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that _____ as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa.