

Building Façade Easement Agreement

This Building Façade Easement Agreement is entered into between the City of Dyersville, Iowa (the “City”), and English Pub Properties LLC, the “Property Owner”, as of the _____ day of January, 2025.

Preamble

WHEREAS, the Property Owner’s Property, located in Dubuque County, Iowa, legally described as:

The East 21.5 feet of Lot 420, Original Plat of City of Dyersville, City of Dyersville, Dubuque County, Iowa. Dubuque County Parcel Number 0731205008. And commonly known as 210 1st Avenue East, Dyersville, Iowa; and,

WHEREAS, this property is located in the Downtown Business District; and,

WHEREAS, the property owner desires to participate in the Dyersville Building Façade Program and the property is hereafter referred to as “the Easement of 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 Dyersville Building Façade Program; and,

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

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

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 Building Façade Easement for a term lasting seven (7) years from the date of the signing of this document, in and over, that portion of the herein described property consisting of the front 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 (7) 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 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, 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 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 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. At any time during the duration of the seven (7) year construction easement, any alterations, modifications, destruction or additions made to the facade improvements funded in part by City funds shall be subject to the prior written approval of the City of Dyersville. 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. However, nothing in this paragraph shall be construed to prevent ordinary maintenance, repair, cleaning, repainting, refinishing, 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.

In lieu of the terms and conditions of the Building Façade Easement Agreement, the City shall reimburse the Property Owner up to fifty (50) percent of the improvement costs with a not to exceed forty-five thousand dollars (\$45,000.00). That reimbursement shall be made upon the successful completion of the façade improvement project to the Property and such time the City approves the Developer's detailed statement of actual costs for the improvements. Furthermore, reimbursement will be made over two fiscal years: FY 2025 will not exceed \$25,000.00, and FY 2026 will not exceed \$20,000.00.

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.

END OF AGREEMENT

[Signature Page Follows Next]

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement as of the day and year first above written.

CITY OF DYERSVILLE, IOWA

By _____
Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

English Pub Properties LLC

By _____