

Building Façade Easement Agreement

This Building Façade Easement Agreement is entered into between the City of Dyersville, Iowa (the “City”), and Craig Osterhaus Carpentry, the “Property Owner”, as of the _____ day of January 2024.

Preamble

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

Lot 923 and the East One-half (E1/2) of Lot 924, all in the City of Dyersville, Dubuque County, Iowa. Parcel Number 0731201005. And commonly known as 210 2nd Street NE, 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 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, per 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, the Property Owner will retain and maintain the façade on the building(s) now located on the property and will always maintain the same in

good condition and repair. In the event of the destruction beyond the control of the Property Owner, the easement shall become null and void.

2. The Easement Holder, to insure the effective enforcement of this Easement, shall have, and the Property Owner hereby grants the following rights:

a. If the 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. The Property Owner shall seek no reimbursement from the 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 the Easement Holder harmless from any claims of third persons, including court costs and attorney's fees, arising out of the Easement Holder's acceptance and holding of this easement. Easement Holder shall not be liable to contribute to the maintenance of the Premises. Suppose the Easement Holder has to file suit or take any other action to enforce this agreement. In that case, the Property Owner shall pay the Easement Holder's reasonable attorney fees and all other costs associated with any such required action.

4. At any time during 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. The city shall issue such written approval or disapproval 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 twenty thousand dollars (\$20,000.00). Reimbursement shall be made upon the successful completion of the façade improvement project to the Property, and at such time, the City approves the Developer's detailed statement of actual costs for the improvements.

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

Craig Osterhaus Carpentry

By _____

By _____