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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

**Prepared by: Jeremy Rounds, 101 E. Montgomery Street, Creston, Iowa, 50801, 641-782-8491**

**Return document to: City of Winterset, 220 W. Court Avenue, Winterset, Iowa 50273, 515-462-1422**

### Façade Easement Agreement

This Easement Agreement is made on April 18, 2018, between Alan Havel "Property Owner" and the City of Winterset, Iowa "Easement Holder", a municipality organized under the laws of the State of Iowa,

#### WITNESSETH

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

North Seventy-five Feet (75') of West One-third (1/3) Lot Four (4), Block Twenty-five (25), Original Town of Winterset, Madison County, Iowa. Parcel ID: 828000125080000

And locally known as 103 S. John Wayne Drive, Winterset, Iowa 50273; and.

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

**WHEREAS**, the property owner desires to participate in the Winterset 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 Winterset Façade Improvement Project;

**WHEREAS**, the Easement Holder, the city of Winterset, 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.

**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 seven years from the date of the signing of this document, in and over, that portion of the herein described property consisting of the front-side and right (west) side 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 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 has 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 CDBG funds shall be subject to the prior written approval of the city of Winterset. 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 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.

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.

PROPERTY OWNER(S) – Alan Havel

Alan Havel, owner  
Property Owner Representative Name and Title Printed Here  
[Signature] (Signature)

Signed this 21<sup>st</sup> day of May, 2018.



STATE OF IOWA, COUNTY OF MADISON:

On this 21<sup>st</sup> day of May, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Alan Havel, to me personally known, who, being by me duly sworn, and he acknowledged the execution of the instrument to be his/her voluntary act and deed.

[Signature]  
Notary Public in and for the State of Iowa.

EASEMENT HOLDER – City of Winterset, Iowa

James Olson, Mayor  
Easement Holder Representative Name and Title Printed Here  
[Signature] (Signature)

Signed this 16 day of July, 2018.

STATE OF IOWA, COUNTY OF WINTERSET:

On this 16<sup>th</sup> day of July, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James Olson, to me personally known, who, being by me duly sworn, did say that he is the Mayor, respectively, of the City of Winterset, 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 James Olson acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

[Signature]  
Notary Public in and for the State of Iowa.

