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EAS EASEMENT
Recording Fee: \$22.00 Transfer Tax: \$0
Lisa L. Schreiner, Recorder, Des Moines County Iowa



HISTORIC PRESERVATION FACADE EASEMENT AGREEMENT

This Agreement, made this 11 day of April, 2014 between Karel A.R. van Haefen and Terry A. Arellano as "Grantor(s)" and the City of Burlington, Iowa, a municipality organized under the laws of the State of Iowa, as "Grantee":

WHEREAS, the Grantor(s), Karel A.R. van Haefen and Terry A. Arellano and Grantor(s)'s heirs, successors, and assigns (hereinafter collectively referred to as "Grantor") is the owner of certain real estate located in Des Moines County, Iowa legally described as:

Westerly two-fifths (W-2/5) of Town Lots Nos. 369 and 370 and Westerly two-fifths (W-2/5) of Southerly one-third (S-1/3) of Town Lot No. 371; Original City of Burlington, Des Moines County, Iowa.

Locally known as 310 Jefferson Street, Burlington, Iowa. This property is located in the Downtown Historic Business District and Grantor desires to participate in the Community Development Block Grant Downtown Revitalization Program and;

WHEREAS, the Grantor has been thoroughly acquainted and advised of the terms, conditions and provisions of the Downtown Revitalization program and Grantor's signature subscribing to this Agreement is confirmation of Grantor's knowledge; and

WHEREAS, the Grantor's property is located in an area that may qualify to be placed on the National Register of Historic Places as an area of historical and architectural importance; and

WHEREAS, the Grantee is carrying out a program to revitalize the Downtown Historic Business District; and

WHEREAS, the design of the property and the buildings and improvements thereon are a part of and contribute to the unique architectural and historical character of the District; and

WHEREAS, the City of Burlington, Iowa and Grantor desire that said unique architectural and historical character be preserved by the restoring, improving, preserving, and maintaining the historic buildings, structures and open area in said District; and

WHEREAS, the City of Burlington, Iowa and Grantor have determined that the restoration and preservation of said District as a whole is expected to benefit both the owners of property in the District by increasing the values of such property by reason of their inclusion in a special unique area and also the City of Burlington and all residents and taxpayers therein by increasing the economic vitality of the Downtown Historic Business District; and

WHEREAS, the effective revitalization of the District is largely dependent upon the rehabilitation and preservation of significant historical properties in said District inasmuch as continued

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deterioration of such property may have a serious detrimental effect 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 of Burlington, Iowa and Downtown Partners, Inc.; and

WHEREAS, the City of Burlington, Iowa has approved a Downtown Facade Improvement Program which includes objectives to be pursued in the revitalization of the Downtown Historic Business District of which rehabilitation and preservation of the unique architectural and historical character of the District is an important part; and

WHEREAS, the City of Burlington, Iowa has determined that the carrying out of this revitalization and conservation policy and plan will be significant public benefit not only to the Downtown area but to all of the people of the City of Burlington and Des Moines County; and

WHEREAS, the Grantor desires to assist in rehabilitating and preserving the unique architectural and historical character of the District in which the property hereinafter described is located and to participate in the plan approved by the City of Burlington, Iowa.

NOW THEREFORE, in consideration of the premises, and the benefits to all parties, the Grantor hereby grants, conveys and transfers to the Grantee a Facade Easement for a term lasting seven (7) years from the date of signing of this document, in and over, the herein described property. For the seven (7) year easement period the following Restrictions are hereby imposed upon the use of the property in accordance with the policy of the Iowa State Historic Preservation Office and the City of Burlington, Iowa in preserving places and buildings having special historic and aesthetic interest or value. The acts and things which Grantor, its successors and assigns, covenant to do and not to do in and upon the property herein described and the Restrictions which the Grantee is entitled to enforce are as follows:

- 1) The Grantee shall make available to and assist the Grantor during the implementation phase of the Downtown Revitalization program as follows:
 - a) Will assist with the preparation of illustrations, plans, specifications, and cost estimate for Facade Work as requested.
 - b) Grantor shall pay a minimum sum equal to 30% of that property's rehabilitation costs (Owner Match), to be determined on an individual basis for the restoration and refurbishing of the exterior Facade fronting the designated public way and for real estate as stated above.
 - c) Furnish advice, guidance, and inspection in connection with the coordination of work on the Facade.
- 2) For the easement period the Grantor will retain and maintain the facade on the buildings now located on the property, intact in the design and character achieved after improvements performed in accordance with the provisions of the Downtown Revitalization Program Bid Documents and Specifications and will at all times maintain the same in good condition and repair subject to the provisions of this instrument. In the event of the total destruction beyond the control of the Grantor, the easement shall become null and void.
- 3) For the purpose of this instrument, the term "facade" is that portion of the exterior of said historically designated structure located thereon which faces a public way. It includes all architectural and construction features visible from any point on the public way outside of the building, including, but not limited to, without limitation, structural materials, facing materials, windows, doors, trim, sills, steps, railings, cornices, moldings, fences, and other associated features.
- 4) The Grantee or other duly authorized agents or contractors may enter upon the property to perform any required work after first giving reasonable notice to the Grantor. For the terms of this Agreement "reasonable notice" shall be considered forty-eight (48) hours notice via telephone, electronic mail, person to person, or proof of Grantor's receipt of notice via

certified U.S. Mail delivery.

- 5) The Grantee, in order to insure the effective enforcement of this Easement, shall have, the following rights which the Grantor hereby grants:
 - a) In the event of a violation of this easement and upon reasonable notice to the Grantor, the right to enter upon the premises and correct such violations and hold the Grantor responsible for the cost thereof, and
 - b) The right to place a Mechanic's Lien against the property to secure payment by the Grantor of any obligations arising under this easement.
- 6) Grantor agrees that they will seek no reimbursement from Grantee for any taxes, mortgages, liens, deeds to secure debt, or other obligations attaching to or constituting a lien on the property. Grantor agrees to indemnify and hold Grantee harmless from any claims of third persons, including court costs and attorney's fees, arising out of Grantee's acceptance and holding of this easement. Grantee shall not be liable to contribute to the maintenance of the Premises.
- 7) If the Grantor would deed it necessary to make changes to the facade during the easement period, Grantor will submit a written application to the designated agent of Grantee setting out the changes requested and reasons for changes. Grantee will have thirty (30) calendar days to approve or disapprove in writing the proposed changes. Failure to act will mean the changes are approved. Grantor can appeal a disapproval to the City Council, as circumstances dictate, by a written appeal filed with the City Clerk, 400 Washington Street, within ten (10) days of date of disapproval. Decisions of City Council will be final.
- 8) Grantor understands that a proper documentation will be filed with the Des Moines County Recorder's office.

Signed this 11 day of April, 2014.

GRANTOR

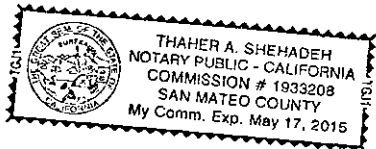
By: Karel Van Haeften
Karel Van Haeften

04/11/14
Date

STATE OF California, COUNTY OF San Mateo

This instrument was acknowledged before me on April 11, 2014, by Karel Van Haeften.

Thayer A. Shehadeh
Notary Public



Signed this 1 day of May, 2014.

GRANTOR

GRANTEE

City of Burlington, Iowa

By: Terry Arrellano
Terry Arrellano

By: Eric Tysland
Eric Tysland, Development & Parks Director

By: Jim Ferneau
Jim Ferneau, City Manager

STATE OF IOWA, COUNTY OF DES MOINES

This instrument was acknowledged before me on May 1st 2014, by
Terry Arrellano

Tabetha Miller
Notary Public

