
Type of Document: Façade Improvement Easement for the property located at 208 E. Franklin St. for the Bloomfield COVID-19 Commercial Façade Improvements Program, for a term of three (3) years.

Return To: City of Bloomfield, Tammy Roberts, Community Development Director
111 W. Franklin Street, Bloomfield, IA 52537
Telephone: 641-664-9653

Prepared By: Area 15 Regional Planning Commission, Bradley J. Grefe, Senior Planner
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Address Tax Statement:

Grantor(s): See Page 2

Grantee: City of Bloomfield

Legal Description: See Page 2

FACADE IMPROVEMENT EASEMENT

This Easement is made this _____ day of December, 2022, between Wells Bros. Pharmacy Services, LLC (hereinafter referred to as “Grantor”) and the City of Bloomfield, Iowa, (hereinafter referred to as “Grantee”), a municipality organized under the laws of the State of Iowa:

WITNESSETH

WHEREAS, the Grantor is the owner of real estate located in Davis County, Iowa, legally described as:

The West Seventy-one (71) feet of Lot Two (2); the East Two-Thirds (E 2/3) of Lot Three (3); all in Block Thirty-one (31) in the original town, (now City) of Bloomfield, Iowa.

and locally known as:

208 East Franklin Street, Bloomfield, Iowa 52537; and

WHEREAS, this property is located in Bloomfield’s Downtown District (hereinafter referred to as “District”), and the Owner desires to participate in the Bloomfield COVID-19 Commercial Façade Improvement Project (hereinafter referred to as “Program”); and

WHEREAS, the Grantor has been thoroughly acquainted and advised of the terms, conditions, and provisions of the Program; and

WHEREAS, the Grantor’s property is located in a District of architectural and historical importance; and

WHEREAS, the Grantee is carrying out a Program to revitalize the District in recognition of its strategic importance; and

WHEREAS, the Grantee has 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 cohesive and unique area and also the City of Bloomfield and all residents and taxpayers therein by increasing the economic vitality of the downtown area; and

WHEREAS, the effective revitalization of the District is largely dependent upon the rehabilitation and preservation of significant historic properties in said District in as much as continued 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 Bloomfield, Iowa; and

WHEREAS, the City of Bloomfield, Iowa, has determined that the carrying out of this rehabilitation and revitalization policy will be a significant public benefit not only to the District but to all of the people of the City of Bloomfield and Davis County, Iowa; and

WHEREAS, the Grantor desires to assist in rehabilitating and preserving the unique architectural and historic character of the District in which the property herein described is located and to participate in the Program approved by the City of Bloomfield, Iowa.

NOW THEREFORE,

IN CONSIDERATION of the terms and provisions hereinafter set forth and the benefits to all parties, the Grantor hereby grants, conveys, and transfers to the Grantee a Façade Improvement Easement for a term lasting three (3) years from the date of the signing of this document, in and over, that portion of the herein described property consisting of the front and side exterior-facing twenty-four (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 publicly visible features.

For the three (3) year easement period, the following restrictions are imposed upon the Grantor's use of the property in accordance with the policy of the City of Bloomfield, Iowa, in preserving places and buildings having special historical and aesthetic interest or value, the actions and things which the 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) Grantee shall make available to and assist the Grantor during the implementation of the Program as follows:
 - a. Grantee will provide designs, plans, specifications, and cost estimates for façade work;
 - b. Grantee will supervise the performance of the contract for the implementation of the façade renovation; and
 - c. Grantee will furnish advice, guidance, and inspections in connection with the coordination of work on the façade.
- 2) Grantor will retain and maintain the façade on the building now located on the property for the duration of the easement period, intact in the design and character achieved after improvements performed in accordance with the provisions of the 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) Grantee, in order to ensure the effective enforcement of this Easement, shall have, and Grantor hereby grants the following rights:
 - a. In the event of a knowing and willful 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. Grantee, or other duly authorized agent or contractor, may enter upon the property to perform any required work after first giving reasonable notice to the Grantor. For the terms of this Easement, "reasonable notice" shall be considered forty-eight (48) hours notice via telephone, person-to-person, or proof of Grantor's receipt of notice via certified U.S. Mail delivery.
- 4) Grantor agrees to 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.

- 5) Grantor agrees, if it is deemed necessary to make changes to the façade during the easement period, Grantor must submit a written application to the City of Bloomfield Community Development Department setting out the changes requested and reasons for changes. The City will have forty-five (45) calendar days to approve or disapprove in writing the proposed changes. Failure to act will mean the changes are approved. Provided however that nothing in this paragraph shall be construed to prevent ordinary or emergency maintenance, repair, cleaning, repainting, refinishing, etc., so long as it does not change the appearance or detrimentally affect the condition of the improvements, as they exist at the time of completion of the Program.

This Easement is binding on the Grantor, their heirs, assigns, or successors in interest to the property and shall run with the land until expiration.

IN WITNESS WHEREOF WE have hereunto affixed our hands this ____ day of December, 2022.

Grantor: Property Owners

Signed this ____ day of December, 2022.

Print Name: Mylo Wells

Signature: _____

STATE OF IOWA, COUNTY OF DAVIS:

On this _____ day of December, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mylo Wells, who being by me duly sworn or affirmed did say that that person is Owner, and that said instrument was signed on behalf of the said corporation or association by authority of its board of directors or trustees and the said Property Owner acknowledged the execution of said instrument to be the voluntary act of said corporation or association by it voluntarily executed.

Notary Public in and for the State of Iowa.

Grantee: City of Bloomfield

Signed this ____ day of December, 2022.

Print Names Chris Miller

Tomi Jo Day

Signatures: _____

STATE OF IOWA, COUNTY OF DAVIS:

On this ____ day of December, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Miller and Tomi Jo Day, to me personally known, who, being by me duly sworn, did say that they are Mayor and City Administrator, respectively, of the City of Bloomfield, 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 Chris Miller and Tomi Jo Day 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.