
Type of Document: Sidewalk Maintenance Easement for the property located at _____ for the City of Bloomfield Sidewalk Improvement Project for a period of twenty-five years.

Return to: City of Bloomfield, Tomi Jo Day, City Administrator
111 W. Franklin Street, Bloomfield, IA 52537
Telephone: 641-664-_____

Prepared by: Gayla R. Harrison, Harrison, Moreland, Webber & Simplot, P.C., 129 W. Fourth Street, P.O. Box 250, Ottumwa, Iowa 52501
Telephone: 641-682-8326

Address Tax Statement:

Grantor: See Page 2

Grantee: City of Bloomfield

Legal Description:

SIDEWALK IMPROVEMENT AND MAINTENANCE EASEMENT

This Easement is made this ____ day of _____, 2023, between _____ (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:

[Insert legal description]

And locally known as:

_____ 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 Sidewalk 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, improving the safety of the sidewalks and providing water quality improvements related to runoff from the District; and

WHEREAS, the Grantee has the ability to install a permeable paver sidewalk and charge the improvement to the Property Owners by way of a special assessment; and

WHEREAS, the Grantee has agreed to waive any special assessment for the initial installation of the permeable paver project in return for the individual property owners agreeing to maintain the project to the design specifications adopted at the time the project is bid; and

WHEREAS, the Grantor desires to participate in the Program approved by the City of Bloomfield.

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 Sidewalk Improvement and Maintenance Easement for a term lasting twenty-five (25) years from the date of the signing of this document, in and cover, that property of the herein described property consisting of the sidewalk in front of the structure.

For the twenty-five 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 constructing and maintaining a sidewalk consisting of permeable pavers, the actions and things which the Grantor, its successors and assigns, covenant to do and not 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 and specifications for the permeable paver project;
- b. Grantee will supervise the performance of the contract for the implementation of the permeable paver project; and
- c. Grantee will furnish advice, guidance and inspections in connection with the coordination of work on the sidewalk.

2) Grantor will retain and maintain the permeable paver sidewalk on the property for the duration of the easement period, intact in the design and character achieved after the construction 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. Maintenance requirements include, but are not limited to:

- a. Inspect the permeable pavers to ensure the area is free of excessive debris, organic matter, or sediment;
- b. Inspect the surface of the permeable paver system for any deterioration, settlement, lifting or cracking of blocks.
- c. Repair any settling or raised blocks and replace deteriorating or cracked blocks spring and fall of each year.
- d. If pavers lift or settle, take up pavers, add or remove base course to level, compact, and re-lay pavers spring and fall of each year.
- e. Inspect the permeable paver system for vegetative growth in between paver blocks at least monthly.
- f. After a rainfall of at least an inch inspect permeable pavers to ensure there is no standing water as needed.
- g. Replace permeable joint material when less than 3 mm of surface as needed.

- h. Prevent anyone from stockpiling building or construction materials (i.e. soil, rocks or wood) directly on the paver system. If materials have to be stockpiled on the paver system, place a tarp or other solid material under the materials to protect the pavers.
- i. Apply only salt or de-icing agents during winter months and refrain from applying sand to the pavers.

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 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 twenty-four (24) 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 other than to vacuum the permeable pavers in the spring and fall of each year as long as this easement remains in force and effect.

5) Grantor agrees, if it is deemed necessary to repair or replace the permeable pavers during the easement period, Grantor must utilize pavers approved by the City of Bloomfield and make any repairs to the standards set out in the original Program Bid Documents and Specifications. **[How do we want to go about doing this? Like the façade easement?]** Nothing in this paragraph shall be construed to prevent ordinary or emergency maintenance, repair, cleaning, etc., so long as it does not change the appearance or detrimentally affect the condition of the permeable paver sidewalk, as it exists 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 _____, 2023.

Grantors: Property Owners

Print Names: _____

Signatures: _____

STATE OF IOWA, COUNTY OF DAVIS:

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, who being by me duly sworn or affirmed did say that these persons are Property Owners, and acknowledged the execution of said instrument to be the voluntary act of said Property Owners.

Notary Public in and for the State of Iowa

Grantee: City of Bloomfield, Iowa

Print Name: Chris Miller, Mayor

Sandy Jones, City Clerk

Signatures: _____

STATE OF IOWA, COUNTY OF DAVIS:

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Miller and Sandy Jones, who being by me duly sworn or affirmed did say that these persons are the Mayor and City Clerk, respectively, of the City of Bloomfield, Iowa; a municipal corporation; that the seal affixed to the foregoing Instrument is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, and Chris Miller and Sandy Jones acknowledge the execution of said instrument to be the voluntary act and deed of the City by it voluntarily executed.

Notary Public in and for the State of Iowa