

## ART EASEMENT AGREEMENT

THIS ART EASEMENT AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Housing Authority of the County of Boulder, State of Colorado, a public body, corporate and politic, whose mailing address is P.O. Box 471, Boulder, Colorado 80306 (“Grantor”), and the City of Longmont, Colorado, a municipal corporation (“Grantee,” and together with Grantor, the “Parties”), whose mailing address is 350 Kimbark Street, Longmont, Colorado 80501.

WHEREAS, Grantor, acting as declarant, subjected the property legally described as Lot 1, Coffman Place, Minor Subdivision, City of Longmont, County of Boulder, State of Colorado to that certain Planned Community Declaration recorded August 21, 2020, in the office of the Clerk and Recorder of the County of Boulder, Colorado, at Reception No. 03808886 and the Planned Community Map for Coffman Project recorded August 21, 2020, in such office at Reception No. 03809030, thereby forming the “Small Planned Community.”

WHEREAS, Grantor will be the fee simple owner of the unit in the Small Planned Community known as the Garage Unit (the “Garage”).

WHEREAS, Grantee, through its Art in Public Places program, wishes to occupy certain external walls of the Garage with a public art mural; and

WHEREAS, Grantor desires to grant Grantee a non-exclusive easement over and across the Garage, subject to the terms and conditions contained in this instrument.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor grants to the Grantee, its successors and assigns, a non-exclusive easement on the Garage as illustrated on Exhibit A (the “Easement”), attached hereto and incorporated herein by reference, located in Boulder County, Colorado, for the purpose of installing, maintaining, operating, exhibiting, inspecting, repairing, altering, and removing a public art installation, as defined in Longmont Municipal Code Chapter 14.42 (the “Artwork”), provided that Grantee obtains Grantor’s approval of the Artwork in advance of its installation. Grantee may enter the Garage during normal business hours, and at such other times as Grantor approves in advance, for purposes of using the rights and privileges of, and performing its obligations under, this Easement.
2. Grantor may use and occupy the Easement for any lawful purpose consistent with the rights and privileges granted herein which will not interfere with or endanger any of the Grantee's rights or improvements on or under the Easement or Grantee's use thereof.
3. Grantee must maintain the Artwork in good condition and repair at its own expense. If Grantee fails to maintain the Artwork in good condition and repair, Grantor may notify Grantee in writing of such failure. If such failure continues for 90 days following written notice, Grantor may (1) perform the necessary maintenance to the Artwork on Grantee’s

behalf and at Grantee's cost or (2) terminate this Easement, in which case Grantee will remove the Artwork in accordance with Section 4.

4. This Easement shall be for a period of five (5) years from the date of execution ("Term"). At the end of the Term, the Easement will automatically renew and remain in full force and effect until terminated by either party. At the expiration of the Term, either party may terminate this Easement upon 90 days written notice to the other party. Upon termination of this Easement, Grantee will restore the Garage to a paint color complementary or matching the current color palate. Such restoration must occur within 90 days of the termination of the Easement, unless Grantor agrees in writing to provide an extension to this deadline.
5. Insurance. Each Party is a "public entity" under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended.
6. The Parties understand and acknowledge that the Parties are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Easement. It is understood and agreed that this Easement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Easement to the contrary, any payment obligation of the Parties is expressly dependent and conditioned upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Easement shall be deemed a pledge of credit or a payment guarantee either Party. If appropriated funds are not available, both parties shall be relieved of their obligations hereunder.
7. Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this Easement. By agreeing to this provision, neither party waives or intends to waive the limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., and nothing in this Easement shall be construed in any way to be a waiver any Party's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
8. No representations, warranties, or certifications express or implied shall exist as between the parties, except as specially stated in this Agreement.
9. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.
10. None of the terms or conditions in this Agreement shall give or allow any claim, benefit,

or right of action by any third person not a party hereto. Any person other than the Grantee or the Grantor receiving services or benefits under this Agreement shall be only an incidental beneficiary.

11. This Agreement is an integration of the entire understanding of the parties with respect to the matters stated herein. The parties shall only amend this Agreement in writing with the proper official signatures attached hereto.
12. No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.
13. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first above written.

**GRANTOR:**

Housing Authority of the County  
of Boulder, State of Colorado,  
a public body, corporate and politic

\_\_\_\_\_  
Marta Loachamin, Chair

State of Colorado  
County of Boulder

The foregoing instrument was acknowledged before me by Marta Loachamin, Chair of the Board, Boulder County Housing Authority, a body corporate and politic, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witness my hand and official Seal.

My Commission expires:

(seal)

\_\_\_\_\_  
Notary Public

**GRANTEE  
CITY OF LONGMONT:**



\_\_\_\_\_  
MAYOR

ATTEST:



\_\_\_\_\_  
CITY CLERK

03/09/2022

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:



Tim Hole (Mar 2, 2022 14:44 MST)

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

03/02/2022

\_\_\_\_\_  
DATE



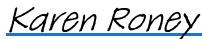
Cristi Campbell (Mar 1, 2022 09:12 MST)

\_\_\_\_\_  
PROOFREAD

03/01/2022

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND SUBSTANCE:



Karen Roney (Mar 2, 2022 16:33 MST)

\_\_\_\_\_  
ORIGINATING DEPARTMENT

03/02/2022

\_\_\_\_\_  
DATE

APPROVED AS TO INSURANCE PROVISIONS:



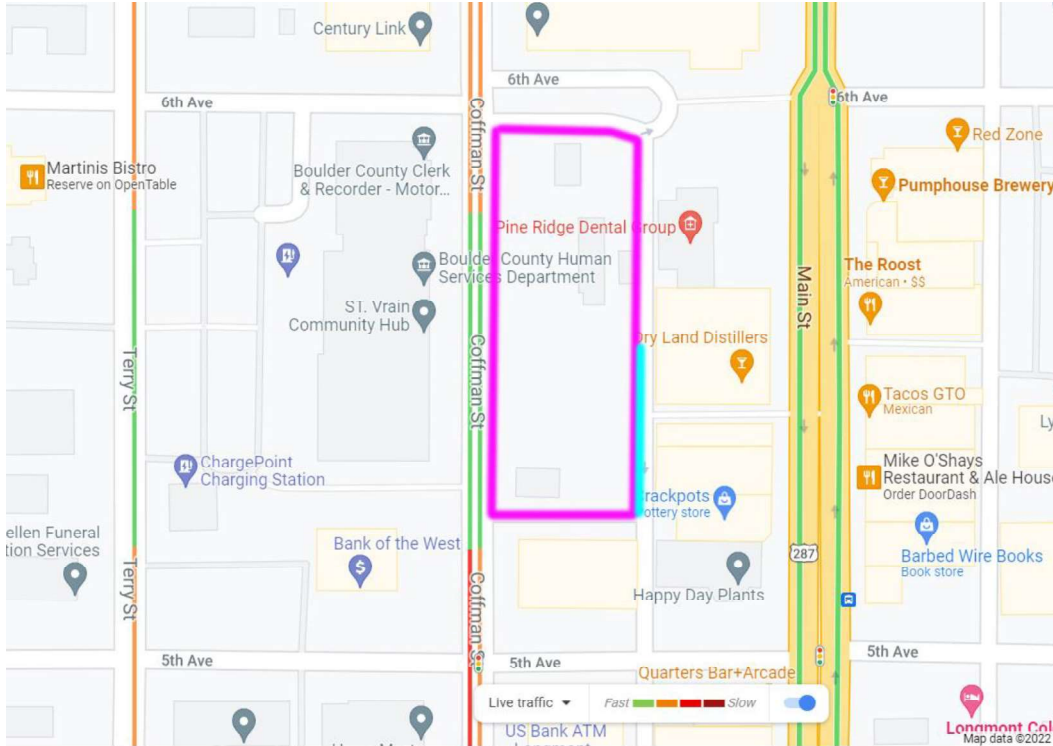
\_\_\_\_\_  
RISK MANAGER

03/04/2022

\_\_\_\_\_  
DATE

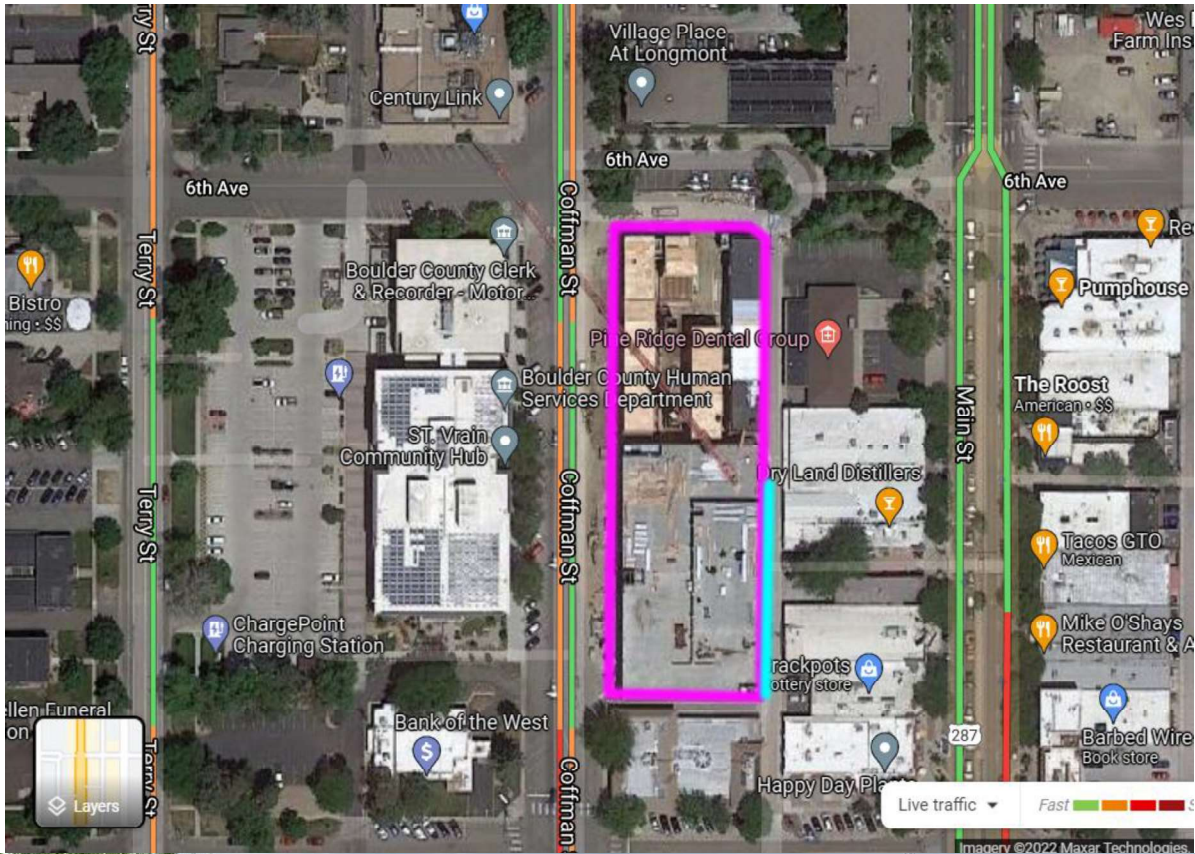
CA File: 21-001535

# EXHIBIT A



Garage mural location on the east facing side of 515 Coffman Street  
Property highlighted in pink Mural location highlighted in cyan



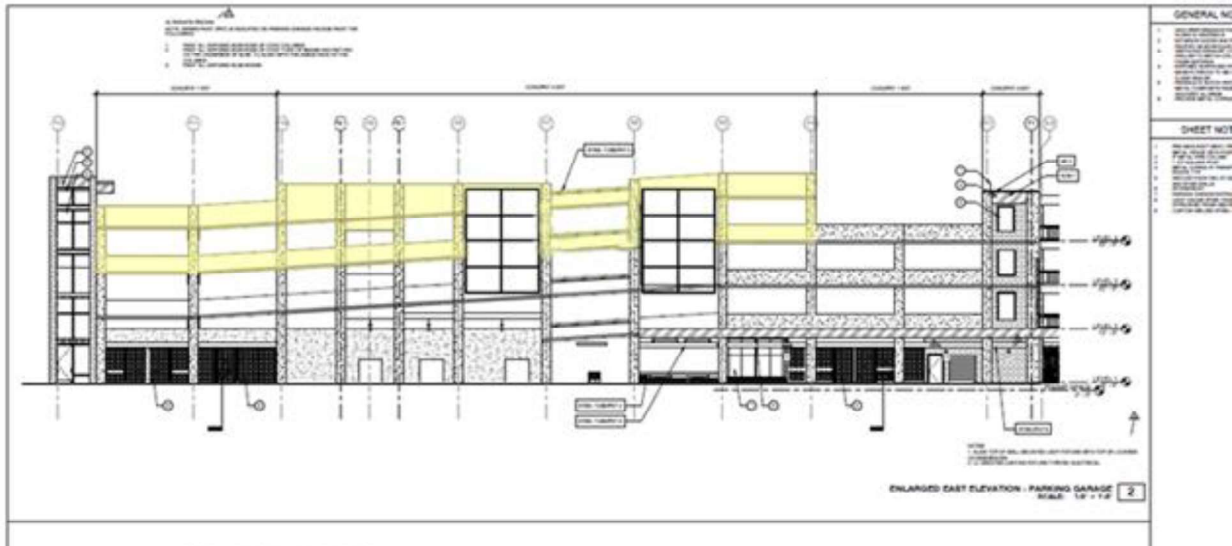


View of garage construction from the northeast (Roost rooftop)





View of garage construction from southeast (5<sup>th</sup> and Main)



Easement space for mural in yellow

**Project description:**

Easement of paint primed east facing, upper 2 tiers of external garage wall space measuring approximately 1645 sqft. for mural to be commissioned by the City of Longmont Art in Public Places program.