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GRANT OF WALL ART EASEMENT AGREEMENT
(To The City of Commerce)

This Grant of Wall Art Easement Agreement ("**Agreement**") dated for reference purposes only as of _____ and is entered into by and between _____ a _____ ("**Grantor**" or "**Owner**"), and the City of Commerce, a municipal corporation of the State of California ("**Grantee**" or "**City**").

Recitals. The parties enter into this Agreement" with the following understandings and objectives:

- A. Grantor is the owner of certain real property situated in the City of Commerce, County of Los Angeles, State of California, which is described and depicted in attached Exhibit "A," which is incorporated by reference ("**Grantor's Property**");
- B. Grantor's Property is improved with a building, as depicted in attached Exhibit "B," which is incorporated by reference ("**Grantor's Building**");
- C. Grantor and Grantee determined that it would serve their mutual interest if the exterior of the _____-facing wall of Grantor's Building (as depicted on Exhibit "B") is improved and preserved with a community wall art mural ("**Wall Art Mural**") installed on the Grantor's Property;
- D. To assist in this improvement and preservation, City agrees to improve or have improved the exterior of the _____-facing wall of Grantor's Building with a Wall Art Mural as depicted in attached Exhibit "C," which is incorporated by reference. Grantor will not be responsible for any of the art installation/mural costs;

For good and valuable consideration and the mutual promises of the parties contained in this document, the parties agree as follows:

1. The above Recitals are true and correct and are a substantive part of this Agreement.
2. Conveyance and Purpose of Façade Easement. Grantor conveys to Grantee and Grantee accepts from Grantor a Façade Easement over that portion of the exterior of the _____-facing wall of Grantor's Building on Grantor's Property , as described and depicted in Exhibits "A," "B," and "C" for the purpose, during the term and subject to all of the covenants and conditions contained in this Agreement. This Façade Easement is granted for the purpose of permitting Grantee to enter upon the Grantor's Property to inspect, plan, install and maintain the Wall Art Mural and the condition and appearance of the exterior of the _____-facing wall of Grantor's Building which is subject to this Easement. The wall will be improved and maintained generally in the form depicted in Exhibit "C."
3. Term of Façade Easement. The initial term of this Façade Easement is for five (5) years, commencing on _____, 2025, and ending on _____, 2030. Thereafter, the term of this Façade Easement will automatically be extended for successive five-year periods unless either party serves the other party with a written notice of termination prior to the end of the initial term, in which case this easement will terminate 90 days after the notice of termination. , or prior to the end of an extended term, in which case this easement will terminate 90 days after the notice of termination.
4. Content: The design and content of the installation of the Wall Art Mural shall be family friendly and not contain any nudity, sex, horror, profanity, racial slurs, drug use, racism, obscenity or other objectionable images or representations as determined by City in consultation with Grantor. City shall present renderings of the proposed Wall Art Mural to Grantor. Grantor shall have ten (10) days to provide written objections to the Wall Art Mural, in which case the Wall Art Mural shall not be installed.
5. City shall at its own expense hire an Artist ("**Artist**") to plan and install the Art Mural. The Artist and each agent and employee thereof shall be compensated for the preparation work and Wall Art Mural installation by City at City's sole cost and expense.
6. City agrees to review the wall with a specialist prior to beginning wall preparation, and report any current or future issues that may affect the integrity of the Wall Art Mural. Priming of the wall and the actual installation of the Wall Art Mural on the Grantor's Property shall be completed by the date of _____.
7. The Artist agrees to work within designated work hours, agreed upon in advance of the production by and amongst the City, Artist and Owner.
8. Use:
 - a. The Parties hereto agree that upon completion of the Wall Art Mural, the Owner shall be the owner of the Wall Art Mural; however, the Artist(s) will retain his or her copyright interests in the artwork for all purposes, unless specifically excepted in this Agreement.
 - b. Owner hereby grants and assigns to Artist and City a license to utilize, publish,

print, advertise or otherwise use the Wall Art Mural in any form for the term of this Agreement, commencing upon completion of the Wall Art Mural Art, unless modified by a writing signed by the Parties. The Owner may promote images of the Wall Art Mural, but will not retain any reproduction rights for the Wall Art Mural for commercial purposes, other than the right to use images of the Wall Art Mural in promotions for the lease or sale of any portion or the entirety of the building.

c. The Owner and Production shall not be held liable or responsible for any third-party use or copyright infringement claims in connection with unauthorized third-party use of the Wall Art Mural.

9. Maintenance, Repair, and Modification: Normal wear and tear or deterioration of the Wall Art Mural is expected and is acknowledged by the Parties. Nothing in this Agreement requires any Party to maintain or repair the Wall Art Mural.

10. The Owner hereby agrees that the Owner does not have a right to alter, modify, or change the Wall Art Mural, except as specifically set forth herein.

a. If Owner or City determines that the Wall Art Mural requires maintenance or restoration and such work might alter, modify, or change the Wall Art Mural in any way whatsoever, the Owner and City agree to notify the other at least _____ days in advance of maintenance or restoration.

b. Upon such notification, City or a third-party chosen by City, shall have the right to repair, maintain, or remove/erase the Wall Art Mural in accordance with the terms of this Agreement. Owner retains the right to approve any such repairs, maintenance, or removals.

c. Owner agrees to retain the Wall Art Mural in its completed condition for at least the term of this Agreement.

11. Right of Entry: The Owner hereby authorizes Artist and City to enter the Grantor's Property for the preparation, installation and maintenance purposes stated in this Agreement. During the installation period, the Owner authorizes Artist and City to have access to and use Owner's water and electrical supply at the Owner's expense. Artist, and City hereby agree to use these utilities in a reasonable and sparing manner and to provide the Owner with notice of the periods of time such utilities are accessed.

12. Damage to or Destruction of Wall Subject to Façade Easement. If Grantor's Building and/or the exterior of the east-facing wall of Grantor's Building subject to this Façade Easement is destroyed by fire, flood, earthquake or other casualty, then this Façade Easement will terminate. However, if fire, flood, earthquake or other casualty damages a portion of the wall not exceeding seventy-five percent (75%) of the surface area of the wall, then Grantor will reconstruct the wall to its condition at the time of restoration under this Agreement. Alternately, at Grantee's sole election, this easement may be terminated.

13. Frustration of Purposes of Façade Easement. In the event the purposes of this easement

are frustrated by reason of the construction of a building or other structure on property adjoining Grantor's Property which obscures the public's ability to view the Wall Art Mural from the adjoining streets and sidewalks, or in the event the purposes of this Façade Easement are frustrated by any other cause beyond the control of either Grantor or Grantee, then this easement will be terminated.

14. Service of Notice. All notices to be served by one party to the other pursuant to this agreement are deemed to have been served when made in writing and deposited in the U.S. mail, registered and postage prepaid, addressed as follows:

To Grantor:

To Grantee: City Manager
City of Commerce

15. Termination. Upon termination of this easement, the Grantor and Grantee shall execute and record a release of this Easement. The City will be responsible for restoring the wall to its pre-mural condition.

16. Insurance: Worker's Compensation and other general liability insurance coverage shall be provided by Artist or City as determined by the agreement between Artist and City. Owner shall carry its own casualty and liability insurance with respect to the Grantor's Property.

17. Indemnification.

a. Grantor shall indemnify, defend and holds City, its officers, employees, agents, consultants and contractors harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees), injuries, or liability, arising from City's use of private property, streets, roads, or other right-of-ways when exercising its rights pursuant to this Easement except to the extent of City's own negligence.

b. City shall indemnify, defend and hold harmless Grantor from and against any and all claims, demands, actions, damages, expenses, suits, liability including copyright or patent infringement claims or causes, or proceedings of any character whatever (including without limitation, attorney's fees), brought for or on account of, or resulting from or arising out of or in connection with the active negligence or willful misconduct of City in exercising its rights and obligations under this Agreement.

18. Binding upon Successors. All terms and conditions in this easement will be binding upon the parties, their successors, and assigns. The benefits and burdens herein are intended to and will constitute a covenant running with the land or equitable servitude.

19. Integration: Severability: This Agreement, including any attachment hereto, shall constitute the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties. If any provision of this Agreement or the application thereof to any Party or circumstance is held invalid, such invalidity shall not affect the other provisions which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement shall be severable. This is the entire agreement between the parties and will not be modified except by written instrument signed by all the parties.

20. Authority. Grantors and Grantee expressly warrant and represent that they have the power to grant this Easement in accordance with its terms.

21. Governing Law. This document was drafted in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this document will be in Los Angeles County.

22. Counterparts. This document may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

<p>GRANTOR</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Date: _____</p>	<p>GRANTEE</p> <p>City of Commerce</p> <p>By: _____</p> <p>Ivan Altamirano, Mayor</p> <p>Date: _____</p>
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ACCEPTANCE OF EASEMENT

by

CITY OF COMMERCE

This is to certify that the interest in real property conveyed by the deed or easement grant dated _____ from _____ to the city of Commerce, a general law city and municipal corporation, is accepted by the undersigned officer on behalf of the City pursuant to authority conferred by City Council Resolution No. _____ adopted on _____ and the City consents to recordation thereof by its duly authorized officer.

(use standard form of acceptance, usually by City Clerk)

EXHIBIT A
Grantor's Property

AIN:
Situs Address:

Legal Description:

EXHIBIT B
Depiction of Grantor's Building

EXHIBIT C
Depiction of Wall Art Mural