

2/10/2025  
Date

**GARDEN CITY  
SINGLE FAMILY RESIDENTIAL REVITALIZATION GRANT PROGRAM  
FAÇADE EASEMENT AGREEMENT**

**THIS AGREEMENT**, made this 10 day of February, 2025, by and between Rebecca Moreau and THE TOWN  
(Property Owner)  
OF GARDEN CITY, COLORADO.

WHEREAS, the Town of Garden City realizes the importance of the appearance of single family residences in the Town and desires to support single family residences for the overall improvement of the appearance of the Town; and,

WHEREAS, the Town of Garden City believes it is in the best interests of both the Town and the residents in Garden City to provide a method whereby improvements and enhancements to the exterior of single family residences in Garden City will revitalize the Town of Garden City to the benefit of both the residents and the Town; and,

WHEREAS, the Town has determined that making matching fund grants available to single family residence owners for making improvements to the exterior of their residences will enhance the appearance of the residential properties, and will meet the aforementioned objectives.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The Town will accept the single family residence Owner's application for reimbursement of improvements to Owner's property as specifically outlined in the application for a total reimbursement amount of \$3000.
2. Owner thereby grants to the Town of Garden City an easement for the exterior of a single family residence and improvements on the premises including, but not limited to, the improvements provided for under Owner's application, all of which constitute the exterior façade of Owner's building.
3. Construction of the improvements must commence no later than sixty (60) days after grant approval, and shall be completed no later than five (5) months after such commencement date.
4. Promptly after the completion of the construction of the improvements in accordance with this Agreement, Owner will furnish to the Town an appropriate document and photographs certifying such completion.

5. Owner agrees for himself, his heirs, successors and assigns, that he shall not make any alterations to the exterior or facade of the building after completion of the improvements for a period of five (5) years without prior approval of the Town. Routine maintenance work that does not make any material alteration of the appearance of the exterior of the building shall be permitted.

6. In the event that Owner violates the conditions of this Façade Easement, the Town may demand and Owner shall pay to the Town the amount of the grant given to Owner of the aforementioned improvements.

7. After five (5) years from the date of commencement of the improvements provided for by this Agreement, Owner shall be released from any and all liability concerning such grant amount recited above.

8. This Agreement shall not be applicable in the event the building is damaged by wind, flood, fire or other catastrophe to the extent the façade must be removed or completely renovated.

9. This Agreement shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties.

DATED: 2/10/2025

Rebecca Mares

\_\_\_\_\_  
OWNER

TOWN OF GARDEN CITY

BY: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK