

b) Grantor may terminate the easement at any time at its sole discretion upon thirty (30) days written notice to Grantee, should Grantee fail to substantially perform Grantee's obligations under Section 4, below. Should Grantor elect to exercise this right of termination, Grantee expressly agrees and warrants that the Artwork shall be removed and the Property restored to its prior condition, normal wear and tear excepted. Such removal shall occur within thirty (30) days of the termination of the easement, unless this period is extended in writing by Grantor.

4. Maintenance, Removal and Modification of Artwork. Grantee shall be responsible for maintaining and if necessary repairing the Artwork during the existence of the easement. Grantee may remove the Artwork from the property if, in the sole judgment of Grantee, the Artwork is suffering excessive damage. If Grantee removes the Artwork from the property, Grantee will restore the property to its original condition, normal wear and tear excepted. Grantor shall make no modifications to the Artwork. If maintenance of surface adjacent to the Artwork is necessary during the term of the Agreement, Grantee shall be responsible for any such maintenance.

5. Grantor's Representations. Grantor is not to interfere with the appearance or artistic impression of the Artwork by placing obstructions on or in front of it, by erecting structures adjacent to, above or below the Artwork or by undertaking other measures that would detract from enjoyment of the Artwork. If a major renovation of the building or emergency occur as it relates to the location of the Artwork during the term of the Agreement, the Artwork may be removed as agreed upon by both Parties.

6. Ownership of Artwork. Grantee retains all ownership rights to the Artwork as an artistic work, including marketing, copyright and exhibition rights. Grantor shall be entitled to include the Artwork in photographs, films or videotapes of the Property to the extent that the Property is an incidental part of advertising for a business conducted by Grantor or a tenant of Grantor at the Property.

7. Right of Entry. Throughout the term of this easement or any extension thereof Grantee shall have the right to enter the Property during normal business hours, and at all other times with advance approval of Grantor, for any and all of the purposes described in this Agreement.

8. Binding Effect. The easement granted in this Agreement shall run with the land and be binding upon and inure to the benefit of Grantor and Grantee, and their respective successors or assigns, and any person or entity acquiring any right, title, or interest in the property, excepting therefrom those conditions set forth in Section 3b above.

9. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, save and hold harmless Grantor, its officers, employees and agents from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property, including

reasonable attorney fees, arising from the acts or omissions of Grantee, its officers, agents, employees, guests and business invitees caused or incurred by Grantee, its officers, agents, employees, guests or business invitees, and not caused by or arising out of the tortious conduct of Grantor or its officer, agents, employees, guests or business invitees.

10. Notice. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) upon three (3) calendar days after the date upon which such notice is deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the respective address for Grantor and Grantee:

If to Grantor:

GT Monument 2, LP,
A Texas limited partnership
1717 N. Mays
Round Rock, Texas 78664

If to Grantee:

City Manager
City of Georgetown
P.O. Box 409
Georgetown, Texas 78627

Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

11. Amendments. The Parties expressly reserve the right to modify this Agreement, from time to time, by mutual agreement. No modification or amendment of the provisions of this Agreement shall be effective unless in writing and signed by authorized representatives of the Parties.

12. Remedies. The Parties acknowledge that breaches of this Agreement will result in substantial harm to the public interest which harm is difficult or impossible to prove as actual damages in an action hereunder. The Parties agree that the prevailing party in an action for the breach of this Agreement shall be entitled to a) specific performance of the terms of this Agreement, and each of them; b) reasonable attorney's fees; and c) any other remedies available at law or in equity. The rights under this Agreement are cumulative. The failure to exercise on any occasion any right shall not operate to forfeit the right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

13. Recording. Grantee shall record this Agreement in executed, recordable format in the Official Public Records of Williamson County, Texas, at its sole expense.

14. Invalidity of Particular Provisions. Should any term, provision, condition or other portion of this Agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this Agreement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

15. No Waiver. No waiver of full performance by any party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement effective as of the dates set forth below.

GRANTOR:
GT Monument 2, LP, a Texas limited partnership

By: **GT Monument Management, LLC,**
a Texas limited liability company,
Its General Partner

By: _____ Dated: _____
David S. Hays, **Manager of**
GT Monument Management, LLC,
a Texas limited liability company

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, a Notary Public, on this day personally appeared, **David S. Hays**, as Manager of **GT Monument Management, LLC, a Texas limited liability company**, the General Partner of **GT Monument 2, LP, a Texas limited partnership** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 2020.

Notary Public in and for the State of Texas

ACCEPTED:
City of Georgetown, Grantee

Dale Ross, Mayor

Dated: _____

ATTEST:

Robyn Densmore, City Secretary

Dated: _____

APPROVED AS TO FORM:

Dated: _____

_____, Assistant City Attorney

Consent and Subordination by Lienholder

R Bank of Texas, a Texas state bank of 3600 E. Palm Valley Blvd., Round Rock, Texas 78665, (“Lienholder”), as the holder of [a] lien[s] on the Property subject to the easement, consents to the above grant of an easement, including the terms and conditions of the grant, and Lienholder subordinates its lien[s] to the rights and interests of Grantee, so that a foreclosure of the lien[s] will not extinguish the rights and interests of Grantee.

R Bank of Texas, a Texas state bank, Lienholder

By _____

Name: _____

Title: _____

STATE OF _____

§

COUNTY OF _____

§

§

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribe to the foregoing instrument, and acknowledged to me that he executed the same as _____, on behalf of **R Bank of Texas, a Texas state bank**.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 2020.

Notary Public in and for the State of _____

EXHIBIT A

Lot 2, Block 28, AMENDING PLAT OF LOTS 1-8, BLOCK 28, REVISED CITY OF GEORGETOWN, according to the map or plat thereof recorded in Document No. 2013113410, official Records, Williamson County, Texas.

EXHIBIT B

“K9 Heroes Mural at Wag Heaven”

205 West 6th Street #115, Georgetown, TX 78626

Dimensions: 70'x18'

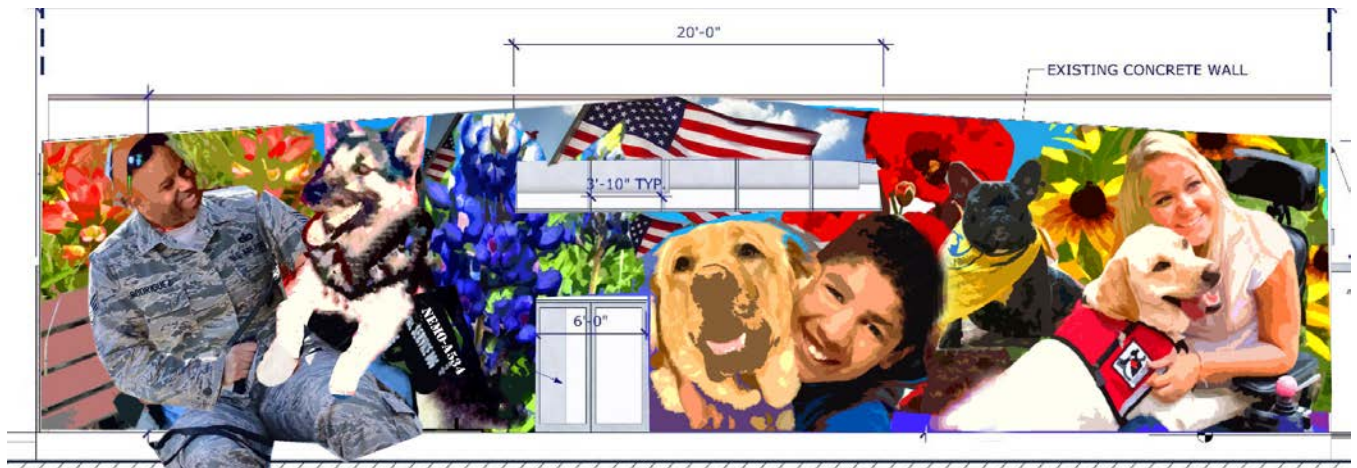


EXHIBIT C

Western wall of 205 West 6th Street #115, Georgetown, TX 78626
Stucco exterior wall

