

MURAL EASEMENT AGREEMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON
CITY OF GEORGETOWN

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KNOW ALL BY THESE PRESENTS:

This Mural Easement Agreement (this “Agreement”) is made and entered into this ___ day of _____, 2021 (the “Effective Date”) by and between **The City of Georgetown**, a Texas home-rule municipality (“Grantee”), and **Main & 7th LLC, a Texas limited liability company** (“Grantor”). Grantor and Grantee may each be referred to herein as a “Party” or collectively as the “Parties”.

RECITALS

A. Grantee has adopted a program for the placement of art in and on public and private locations throughout the City of Georgetown.

B. Grantor is the owner of the real property located at 101 E. 7TH Street, Georgetown, Texas 78626 and legally described in **Exhibit A**, attached hereto and incorporated herein by reference (“the Property”). Grantor is willing to make a portion of said property available to Grantee for the placement of public art. Said artwork is described or depicted in **Exhibit B**, attached hereto and incorporated herein by reference (“the Artwork”). The location Grantee seeks to place the Artwork is generally depicted on **Exhibit C**, attached hereto and incorporated herein by reference.

IN CONSIDERATION of the mutual promises and performances set forth below, the parties agree as follows:

1. Grant of Easement. Grantor conveys, grants, and warrants to Grantee, its successors and assigns, an easement for the purpose of installing, maintaining, operating and exhibiting the Artwork on and in the Property, including any building and structure thereon.

2. Term of Easement. This easement shall be for a period of five (5) years from the date of execution. Unless terminated as provided in Section 3, below, the easement shall automatically renew thereafter for additional terms of five (5) years each and shall remain in full force and effect unless and until terminated.

3. Termination.

a) At the expiration of the initial five (5) year easement term, either party may terminate the easement upon thirty (30) days’ written notice to the other. Grantee expressly agrees and warrants that upon such termination, Grantee shall remove the Artwork and the Property shall be 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 extended in writing by Grantor.

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.

a) 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.

b) If an emergency occurs requiring repairs that impact the location of the Artwork during the term of this Agreement, the Artwork may be removed or modified as agreed upon by both Parties.

c) If improvements or additions to the Property occur that impact the location of the Artwork during the term of this Agreement, the Artwork may be removed or modified with Grantee's written consent, which shall not be unreasonably denied or withheld, provided that any damages or changes to the Artwork as a result of the improvements or additions made shall be repaired, replaced, or corrected at Grantor's expense.

d) Notwithstanding the foregoing, the grant of this easement shall not prevent or prohibit Grantor from adding a second story to the Property, so long as the following conditions are met: 1) any improvement or addition to the Property, including a second story, shall comply with all City of Georgetown codes, ordinances, and regulations; 2) Grantor shall provide Grantee ninety (90) days' notice prior to the submittal to the City of any plans or applications to make any improvements or additions to the Property that could affect the terms of this Agreement, the Artwork, or the visibility of the Artwork; and 3) any damages or changes to the Artwork as a result of the improvements or additions to the Property shall be made shall be repaired, replaced, or corrected at Grantor's expense.

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:

Steven Madray, Manager
Main & 7th LLC
244 Gabriel Woods Dr.
Georgetown, Texas 78633

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:
Main & 7th LLC,
a Texas limited liability company

By: _____ Dated: _____

Steven Madray, Manager of
Main & 7th LLC,
a Texas limited liability company

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, a Notary Public, on this day personally appeared, **Steven Madray**, as Manager of **Main & 7th LLC, a Texas limited liability company** 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 liability company.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 2021.

Notary Public in and for the State of Texas

ACCEPTED:
City of Georgetown, Grantee

Josh Schroeder, Mayor

Dated: _____

ATTEST:

Robyn Densmore, City Secretary

Dated: _____

APPROVED AS TO FORM:

Dated: _____

_____, Assistant City Attorney

Consent and Subordination by Lienholder

Extraco Bank of 1504 Williams Dr., Georgetown, Texas 78628. (“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.

_____, Lienholder

By _____

Name: _____

Title: _____

STATE OF _____

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COUNTY OF _____

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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 _____.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 2021.

Notary Public in and for the State of _____

EXHIBIT A

DESCRIPTION OF A 0.139 ACRE (6,037 SQUARE FOOT) TRACT OF LAND SITUATED IN THE CLEMENT STUBBLEFIELD SURVEY, ABSTRACTNO. 558, WITHIN THE CITY OF GEORGETOWN IN WILLIAMSON COUNTY, TEXAS, BEING THE WESTERLY PORTION OF LOTS 2 AND 3 OF ORIGINAL BLOCK 7 AS SHOWN ON MAP OF GEORGETOWN FILED IN VOLUME 5, PAGE 211 OF THE PLAT RECORDS OF WILLIAMSON COUNTRY, TEXAS, NOW BEING BLOCK 39 AS DEPICTED ON THE REVISED MAP OF GEORGETOWN (UNRECORDED) AND DESCRIBED AS BEING ALL OF TRACT NO. I AND TRACT NO. II IN DEED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN VOLUME 508, PAGE 41 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.139 ACRE (6,037 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Mag Nail with washer stamped "INLAND 5060" set, and being the intersection of the existing northerly Right-of-Way (ROW) line of 7th Street (80' ROW width) and the existing easterly ROW line of Main Street (80' ROW width), same being the southwesterly corner of said Lot 2 and said Block 39, for the southwesterly corner .and POINT OF BEGINNING of the herein described tract, and from which, a Mag Nail found, being the intersection of said northerly ROW line of 7th Street and the existing westerly ROW line of said Main Street, same being the south easterly corner of Block 38 as depicted on Amending Plat of the Replat of Lot 4, Block 38 City of Georgetown, a subdivision of record In Document No. 2018086178, of the Official Public Records of Williamson County, Texas bears S 88'26'53" E, at a distance of 80.00 feet;

- 1) THENCE, departing said 7th Street, with said existing easterly ROW line of Main Street, same being the westerly boundary line of said .Lots 2 and Lot 3, Block 39, also being the westerly boundary line of said Tract I, N 02'16'09 W, for a distance of 120.00 feet to a Mag Nail with washer stamped "INLAND 5050" set, being the northwesterly corner of said Lot 3, same being the southwesterly corner of Lot 6, Block 39, also being the southwesterly corner of Tract I, described in Warranty Deed to the City of Georgetown recorded In Document No. 9626182 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;
- 2) THENCE, departing said Main Street, with the common boundary line of said Lot 3 and said Lot 6, same being the common boundary line of 1,aid Tracts I & II, Volume 508, Page 41 and said Tract 1, Document No. 9626182, N 87°43'51" t:, for a distance of 50.31 feet to a Cotton Gin Spindle with washer stamped "INLAND 5050" set, being the northwesterly corner of that 5' X 120' tract of land (Vol. 213, Pg. 484), now being the northwesterly corner of that called 26.8' X 120' tract of land described In Warranty Deed to Susan R. Garrett recorded in Volume 662, Page 871 of the Deed Records of Williamson County Texas, for the northeasterly corner of the herein described tract;

- 3) THENCE, departing said Lot 6, through the Interior of said Lots 3 and .2, with the common easterly boundary line of said Tract II, Volume 508, Page 41 and the westerly boundary line of said 26.8' X 120' tract, S 02°16'09" E, for a distance of 120.00 feet to a Mag Nail with washer stamped "INLAND 5050" set in said northerly ROW line of 7th Street, being in the southerly boundary line of said Lot 2, Block 39, also being the southwesterly corner of said 26.8' X 120' tract, for the southeasterly corner of the herein described tract;
- 4) THENCE, departing said 26.8' X 120' tract, with the existing northerly ROW line of said 7th Street, same being the southerly boundary line of said Tract II and Tract I, Volume 508, Page 41, S 87°43'61" W, for a distance of 50.31 feet to the POINT OF BEGINNING, containing 0.139 acres (6,037 square feet) of land, more or less.

[The property description is accompanied b a separate plat attached hereto]

PLAT TO ACCOMPANY DESCRIPTION

CITY OF GEORGETOWN
TRACT 1
LOTS 6 & 7, BLOCK 39
TRACT 2
WEST 60' LOTS 5 & 8, BLOCK 39
DOC. No. 9626182
O.R.W.C.T.

LEGEND	
⊙	1/2" IRON ROD FND
⊗	COTTON GIN SPINDLE W/WASHER STAMPED "INLAND 5050" SET
⊗	MAG NAIL W/WASHER STAMPED "INLAND 5050" SET
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

MAIN STREET
(80' Right-of-Way Width)

LOT 6
MAP OF
GEORGETOWN TEXAS
Vol. 5, Pg. 211, P.R.W.C.T.
Revised; Dated Jan. 1915
(Unrecorded)

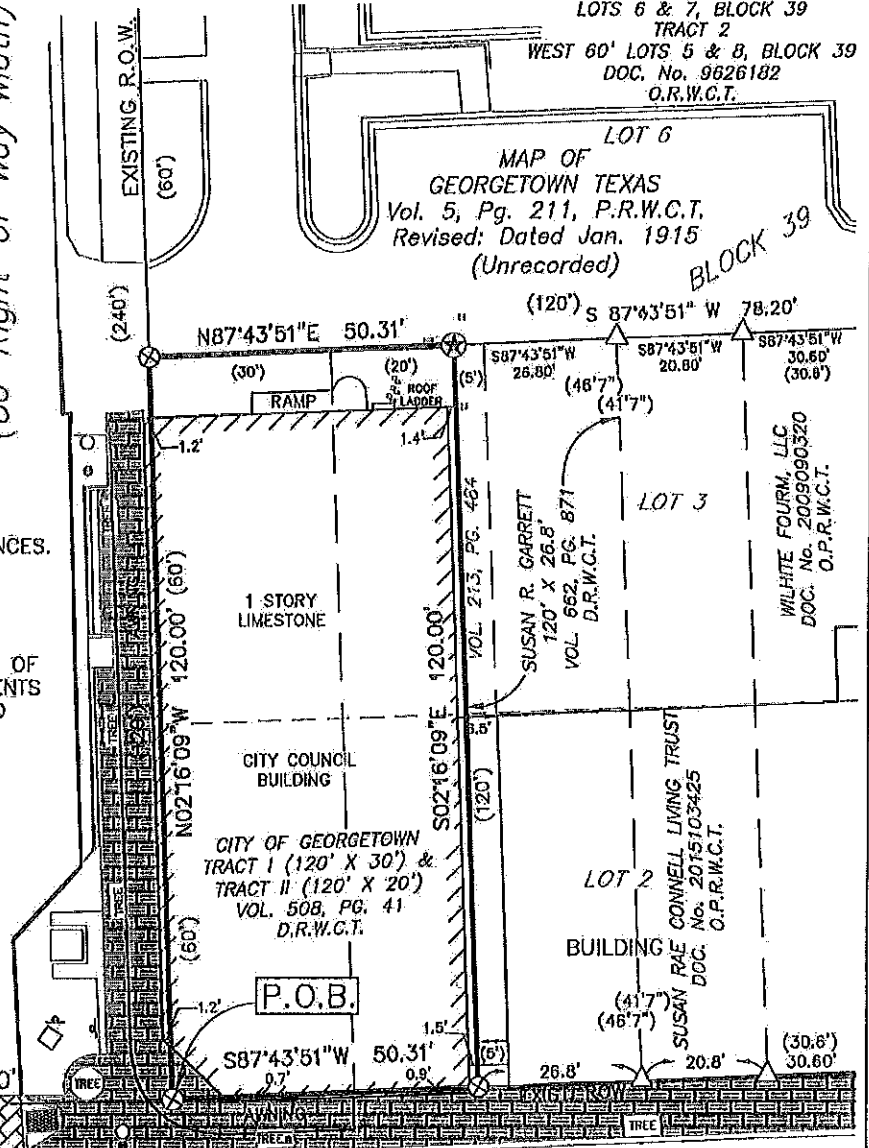
1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

AMENDING PLAT OF THE REPEAT OF
LOT 4, BLOCK 39, CITY OF GEORGETOWN
DOC. No. 2018086178
O.P.R.W.C.T.

S 02°16'09" E
EXISTING R.O.W.

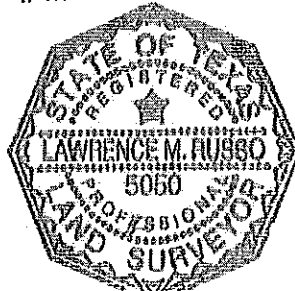
S 88°26'53" W 80.00'



E. 7th STREET
(80' Right-of-Way Width)

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 05/01/2019
LAWRENCE M. RUSSO DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



10/05/2018

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX, 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

CITY OF GEORGETOWN, TEXAS
101 E. 7TH STREET
CITY OF GEORGETOWN, TEXAS

WESTERLY PORTION
OF LOTS 2 & 3
BLOCK 39
CITY OF GEORGETOWN

SCALE
1" = 30'

0.139 ACRES
PAGE 3 OF 3

WILLIAMSON
COUNTY

CLEMENT STUBBLEFIELD SURVEY
ABSTRACT NO. 558

EXHIBIT B

Eastern wall of building housing Tejas Meat Supply at 101 E 7th St, Georgetown, TX 78626

Dimensions: 123' Wide x 18' High (usable mural space 107' W x 16.5' H)



EXHIBIT C

