EASEMENT AMENDMENT

WHEREAS, on May 31, 2018, Linda Gusnowski granted the City of Georgetown, a Texas home-rule municipality ("Grantee"), the easement agreement attached hereto as $\underline{\mathbf{Exhibit}}$ $\underline{\mathbf{A}}$ and by this reference incorporated herein (the "Original Easement") for the purpose of the placement of public art described and depicted in the Original Easement (the "Original Artwork") within a portion of the property described in the Original Easement (the "Property"); and,

WHEREAS, Ken A. Gusnowski and Linda K. Gusnowski (together, "Grantor") and Grantee (together, Grantor and Grantee are the "Parties") desire to expand the Original Artwork and place additional public art within a portion of the Property, the new artwork being the "Additional Artwork" attached hereto as **Exhibit B** and by this reference incorporated herein; and,

WHEREAS, the Parties also desire to extend the term of the Original Easement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- 1. The Parties agree to expand the Original Easement to authorize the placement of the Additional Artwork within a portion of the Property in the location generally depicted in **Exhibit C**, attached hereto and incorporated herein by reference.
- 2. The Parties agree to amend Section 2, "Term of Easement", of the Original Easement to read as follows:
 - "Term of Easement. This easement shall be for a period of eight (8) 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. The Parties agree to amend the first sentence of Section 3, "Termination", of the Original Easement to read as follows:
 - "At the expiration of the initial eight (8) year easement term, either..."
- 4. This Easement Amendment binds and benefits the Parties and their respective successors or assigns. This Easement Amendment, including the Original Easement, is the entire agreement between the Parties.
- 5. All other terms of the Original Easement not inconsistent with this Easement Amendment shall apply. Except as expressly modified by this Easement Amendment,

the Original Easement remains unchanged and in full force and effect, subject to its terms.

6. This Easement Amendment is effective on the date executed by City.

BY THE SIGNATURES affixed below, this Easement Amendment is hereby incorporated into and made a part of the above-referenced Original Easement.

~Signatures on Following Pages~

EXECUTED thisday of	, 2021.
GRANTOR:	
By: Name: Ken A. Gusnowski	_
By:Name: Linda K. Gusnowski	
THE STATE OF TEXAS §	
THE STATE OF TEXAS \$ COUNTY OF WILLIAMSON \$	
known to me to be the person who	tic, on this day personally appeared Ken A. Gusnowski, se name is subscribed to the foregoing instrument and ed the same for the purposes and consideration therein
	Notary Public, State of Texas
THE STATE OF TEXAS §	
COUNTY OF WILLIAMSON §	
known to me to be the person who	ic, on this day personally appeared Linda K. Gusnowski, se name is subscribed to the foregoing instrument and ed the same for the purposes and consideration therein
	Notary Public, State of Texas

GRANTEE: CITY OF GEORGETOWN

By:	Date:	
Joshua Schroeder, Mayor		
ATTEST:		
Robyn Densmore, City Secretary		
APPROVED AS TO FORM, ONLY:		
Skye Masson, City Attorney		

EXHIBIT A

MURAL EASEMENT AGREEMENT

STATE OF TEXAS	§	
COUNTY OF WILLIAMSON	§	KNOW ALL MEN BY THESE PRESENTS:
CITY OF GEORGETOWN	§	

This Mural Easement Agreement (this "Agreement") is made and entered into by and between the City of Georgetown (the "Grantee"), a Texas home-rule municipality, and Linda Gusnowski (the "Grantor"). Grantor and Grantee may each be referred to herein as a "Party" or collectively as the "Parties".

RECITALS

- A. The City of Georgetown 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 215 W. 8th Street 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 the City 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 the Grantor.
- b) The 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 the 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 the 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. The Grantee may remove the Artwork from the property if, in the sole judgment of the City, the Artwork is suffering excessive damage. If the Grantee removes the Artwork from the property, the 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 easement, the Grantee shall be responsible for any such maintenance.
- 5. Grantor's Representations. Grantor 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. City 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 Owner or a tenant of Owner in the Building.
- 7. **Right of Entry.** Throughout the term of this easement or any extension thereof the Grantee shall have the right to enter the Property during normal business hours, and at all other times with advance approval of the Grantor, for any and all of the purposes described in this Easement Agreement.
- 8. Binding Effect. The easement granted in this Easement Agreement shall run with the land and be binding upon and inure to the benefit of the Grantor and the 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 the 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 the City and the Owner:

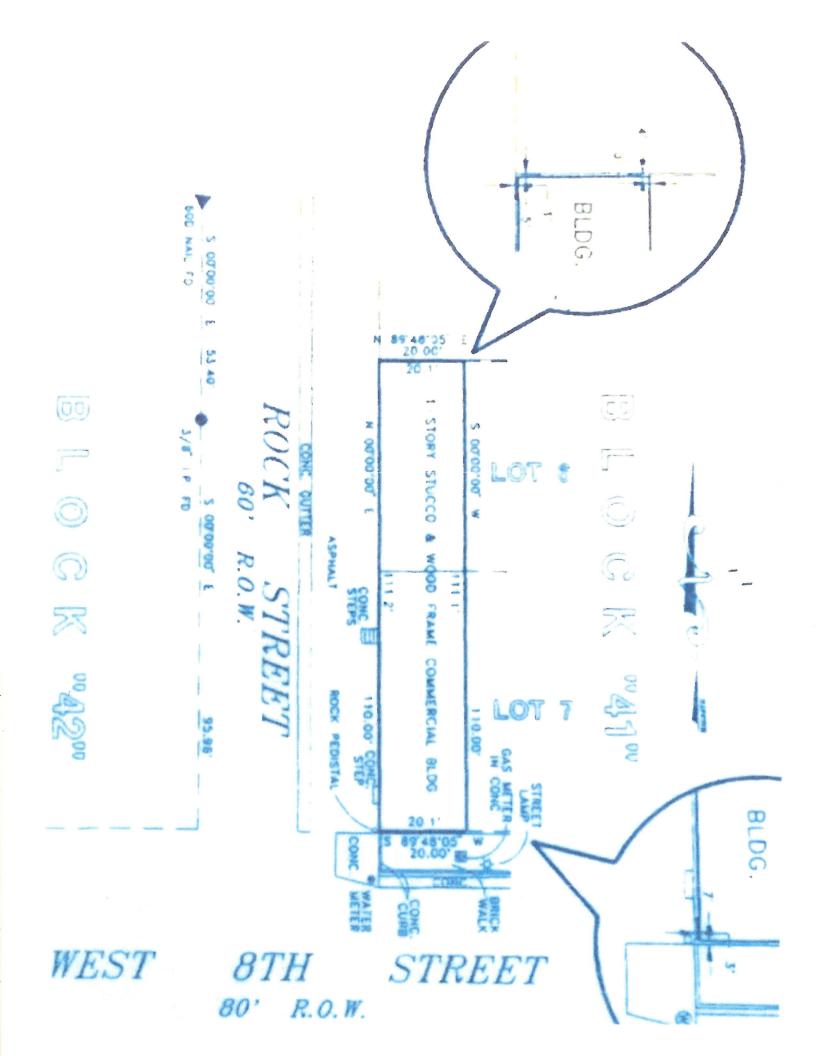
If to the Grantor: Linda Gusnowski 215 W. 8th Street Georgetown, Texas 78626 If to the Grantee:
City Manager
City of Georgetown
113 E 8th Street
Georgetown, Texas 78626

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 Easement Agreement, from time to time, by mutual agreement. No modification or amendment of the provisions of this Easement Agreement shall be effective unless in writing and signed by authorized representatives of the parties.
- 12. Remedies. The parties acknowledge that breaches of this Easement 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 Easement Agreement shall be entitled to a) specific performance of the terms of this Easement 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 Easement 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. The City 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 Easement Agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this Easement 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 Easement Agreement.

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

Linda Husnouski Grantor	
By: Adminish.	
STATE OF TEXAS §	
STATE OF TEXAS § COUNTY OF WILLIAMSON §	
	on this day personally appeared n to me to be the person whose name is subscribed ecuted the same for the purposes and consideration
GIVEN UNDER MY HAND AND SEAL of office this SUZETIE M. DAVIDSON Notary Public, State of Texas Notary ID 12985158 ACCEPTED:	1313tday of May, 2018. Te M Davids in and for the State of Texas
City of Georgetown, Grantee	
Dale Ross John HEsser Mayor Pro Tem	Dated: 5 22 2018
ATTEST: Shelley Nowling City Secretary	Dated: 5 22 2018
APPROVED AS TO FORM: Charlie McNabb	Dated: 5 32 2018
City Attorney	





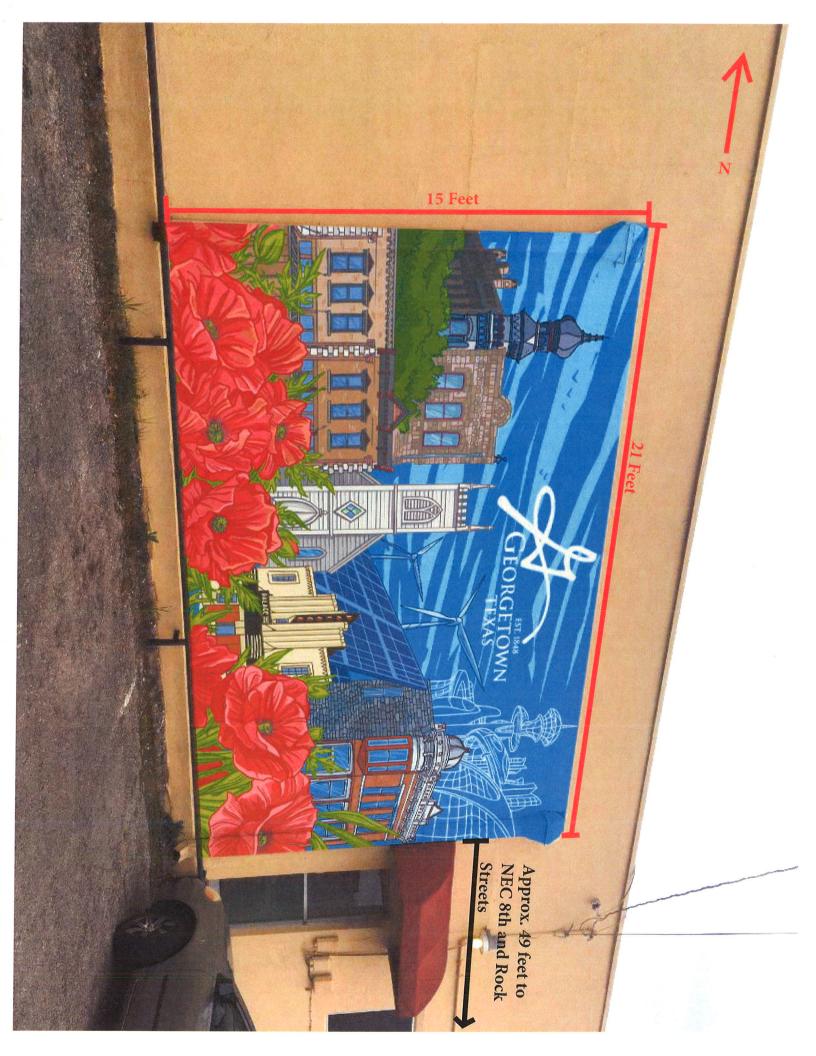


EXHIBIT "B" Additional Artwork

215 W. 8th, Georgetown, TX 78626 and located on the west wall of the building owned by Linda Gusnowski

Dimensions: 112' wide x 16.5' high; material stucco



EXHIBIT "C" Mural Location

215 W. 8th, Georgetown, TX 78626 and located on the west wall of the building owned by Linda Gusnowski

Dimensions: 112' wide x 16.5' high; material stucco

