

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 _____, 2023 (the “Effective Date”) by and between **The City of Georgetown**, a Texas home-rule municipality (“Grantee”), and **Williamson County, Texas** (“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 904 S Main 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 any time after a date that is One (1) year from the execution of this agreement, 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) At any time Grantee may choose to either terminate the easement upon thirty (30) days’ written notice to Grantor or continue to maintain the Artwork on the Property pursuant to this Agreement. Grantee expressly agrees and warrants that if Grantee elects to terminate this

Agreement, 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 successor of Grantor.

c) 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.

a) 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.

b) 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.

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 exterior portions of 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:

Williamson County, Texas
Attn:
716 S Austin Ave,
Georgetown, Texas

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.

[Signatures on the following page(s)]

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

GRANTOR:
County of Williamson
State of Texas

By: _____ Dated: _____
Bill Gravel, Judge of Williamson County, Texas

STATE OF TEXAS §
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COUNTY OF WILLIAMSON §

BEFORE ME, a Notary Public, on this day personally appeared, Bill Gravel, as Judge of Williamson County, Texas 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 _____, 2023.

Notary Public in and for the State of Texas

ACCEPTED:
City of Georgetown, Grantee

Josh Schroeder, Mayor

Dated: January 24, 2023

ATTEST:

Robyn Densmore
Robyn Densmore, City Secretary

Dated: January 24, 2023

APPROVED AS TO FORM:

Skye Masson
Skye Masson, City Attorney

Dated: January 24, 2023

EXHIBIT "A"

34.035 Square feet of land being Lots 1, 2, 7 and 8, and a portion of Lots 3 and 6, Block 2, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN, a subdivision in Williamson County, Texas, according to the map or plat of record in Volume 26, Page 321, Deed Records of Williamson County, Texas, and being the same property described in Volume 832, Page 163, Deed Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEING 34,035 Square Feet of land, being Lots 1, 2, 7 and 8 and a portion of Lots 3 and 6, Block 2, of the Glasscock Addition to the City of Georgetown, Williamson County, Texas, being that certain First Tract and Second Tract, as conveyed to Hubert L. Jones by deed as recorded in Volume 832, Page 163, of the Deed Records of Williamson County, Texas, and that certain tract of land as conveyed to Destine Equity, Ltd., by deed recorded as Document No. 9800003 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January, 2003, under the supervision of Don H. Bizzell, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an "x" found on a concrete sidewalk at the intersection of the east line of Austin Avenue, (Brushy Street, Business Loop 35M) and the south line of 9th (Locust) Street, marking the Northwest corner of the above-referenced Lot 8, being the Northwest corner of the above-referenced Jones Second Tract, for the Northwest corner hereof;

THENCE, along the said south line of 9th Street, East, at 120 feet, more or less, pass the Northeast corner of the said Lot 8, being the Northwest corner of the above-referenced Lot 1, being the Northeast corner of the said Jones Second Tract and the Northwest corner of the above-referenced Jones First Tract, for a total distance of 240.05 feet, in all, to a nag nail set at the intersection of the said south line of 9th Street and the west line of Main Street, marking the Northeast corner of the said Lot 1, being the Northeast corner of the said Jones First Tract, for the Northeast corner hereof;

THENCE along the said west line of Main Street, South, at 60.00 feet, more or less, pass the Southeast corner of the said Lot 1, being the Northeast corner of the above-referenced Lot 2, at 120 feet, more, or less, pass the Southeast corner of the said Lot 2, being the Northeast corner of the above-referenced Lot 3, also being the Southeast corner of the

said Jones First Tract, for a total distance of 122.71 feet, in all, to a hole in concrete found marking the Northeast corner of that certain tract of land, called 23,544 Square Feet, as conveyed to Main Street Baptist Church of Georgetown, Texas, by deed recorded as Document No. 2002010478 of the Official Records of the Williamson County, Texas, being the agreed Southeast corner of the said Jones First Tract, as described in a Boundary Line Agreement of record in Volume 1130, Page 542, of the Official Records of Williamson County, Texas, for the most easterly Southeast corner hereof;

THENCE, West, at 120 feet, more or less, pass the west line of the said Lot 3, being the east line of the above-referenced Lot 6, being the agreed Southwest corner of the said Jones First tract and the agreed most easterly Southeast corner of the above-referenced Destine Equity, Ltd. tract, for a total distance of 132.63 feet, in all, to an iron pin found marking the agreed interior corner of the said Destine Equity, Ltd. tract, being the most northerly Northwest corner of the said Main Street Baptist Church tract, for an interior corner hereof;

THENCE, S 0° 01' W, 57.08 feet to a nail found marking the agreed most southerly Southeast corner of the said Destine Equity, Ltd. tract, being an interior corner of the said Main Street Baptist Church tract, for the most southerly Southeast corner hereof,

THENCE, S 89° 58' W, 47.36 feet to a railroad spike found marking the agreed most southerly Southwest corner of the said Destine Equity, Ltd. tract, being an interior corner of the said Main Street Baptist Church tract, for the most southerly Southwest corner hereof;

THENCE, N 0° 00' 30" E, 25.68 feet to a cotton picker spindle found marking an agreed interior corner of the said Destine Equity, Ltd. tract, being the most westerly Northeast corner of the said Main Street Baptist Church tract, for an interior corner hereof;

THENCE, West 59.94 feet to a point in a downspout on the west line of Austin Avenue, being the west line of the said Lot 6, for the agreed most westerly Southwest corner of the said Destine Equity, Ltd. tract, being the most westerly Northwest corner of the said Main Street Baptist Church tract, for the most westerly Southwest corner hereof;

THENCE, along the said east line of Austin Avenue, N 0° 02' W, at 34.13 feet, more or less, pass the Northwest corner of the said Lot 6, being the Southwest corner of the above-referenced Lot 7, at 92.33 feet, more or less, pass the Southwest corner of the said Jones Second Tract, at 94.13 feet, more or less, pass the Northwest corner of the said Lot 7, being the Southwest corner of the said Lot 8, being the Northwest corner of the said Destine Equity, Ltd. tract, for a total distance of 154.13 feet, in all, to the Place of BEGINNING and containing 34,035 Square Feet of land

EXHIBIT “B”

Final artist’s design selected on January 17th 2023 by the City of Georgetown Arts and Culture Board in collaboration with Williamson County and 175th Celebration stakeholders **(Design and concept statement to be included in Exhibit upon selection of artist’s design.)**



EXHIBIT "C"

Northern wall of County Tax Office at 904 S Main Street, Georgetown, TX 78626; mural to be located on far northeast corner of the wall to include 2 rectangular sections and the tall vertical section

Stucco wall: Total – 180'Wx20.5'H; each rectangular section to be painted is 20'Wx16.5'H, and the vertical section is 10'Wx20.5'H



EXHIBIT “B”

Artist’s design selected on January 17th 2023 by the City of Georgetown Arts and Culture Board in collaboration with Williamson County and 175th Celebration stakeholders: “Still Making History” by Yasaman Mehrsa.



Design Concept Statement

“For this mural project, I envision a scene that includes the later part of the 19th century of Williamson County on one side and the modern life of the City of Georgetown on the other side that includes the image of a train – an icon that is important to past and future development of the County – as well as the importance of conserving natural resources, which is just as much relevant today as it was historically.

As I was reading about the history and development of the area, I learned that agriculture played a major role in economic growth in the eastern part of the county. On the other hand, the western part was urbanized to a faster pace of life.

Considering the theme of “Still Making History”, I would like to combine the old and new days of Williamson County and the City of Georgetown by including some historical sites (courthouse and old Masonic Lodge), new buildings, agricultural fields, farmhouses, trees (cedar, oak), plants, Red-tailed Hawk, and the San Gabriel River.”

