



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:

If to the Grantee:

City Manager  
City of Georgetown  
113 E 8<sup>th</sup> 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.

\_\_\_\_\_  
**Grantor**

By: \_\_\_\_\_

STATE OF TEXAS                    §  
  §  
COUNTY OF WILLIAMSON       §

BEFORE ME, a Notary Public, on this day personally appeared \_\_\_\_\_ 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 entities.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**ACCEPTED:**  
**City of Georgetown, Grantee**

\_\_\_\_\_  
Dale Ross  
Mayor

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Shelley Nowling  
City Secretary

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charlie McNabb  
City Attorney

Dated: \_\_\_\_\_