

## GRANT OF EASEMENT

**GRANT OF EASEMENT** made this 13th day of April 2019, by and between **Tlapa Management**, a LLC corporation, hereinafter referred to as "Grantor" and **Svelata Foundation** 3744 E Fernwood Ave. Orange, CA 92869, hereinafter referred to as "Grantee".

### WITNESSETH:

**WHEREAS**, Grantor is the owner of property located in the City of Gladstone in the downtown district. A portion of the building on this property is ideal for the creation of a public art mural. Grantee has requested an easement to a portion of the Grantor's building located at 1000 Delta Ave, Gladstone, Michigan 49837. This public artwork is to be part of a national humanitarian mural campaign created and conducted through the Power of Words Project in collaboration with the Svelata Foundation. The Grantor agrees to grant the easement for sole purposes of allowing the creation and maintenance of a public art display mural on its building pursuant to the terms and conditions specified in this Easement Agreement.

**WHEREAS**, the Grantor agrees to grant an easement herein contained to the Grantee, its successors and assigns, for these specific purposes specified below;

**NOW THEREFORE**, for One Dollar (\$1.00) and other valuable consideration the receipt of which is hereby acknowledged, the Grantor does hereby grant, declare and convey the following Easement:

- 1. THE GRANT:** The Grantor does hereby grant to the Grantee an easement to utilize space to create an artistic mural. The space to be utilized is the east-facing wall of the building, facing towards North 10th Street in Gladstone, Michigan.
- 2. USE AND PURPOSE:** The sole purpose of this easement is to allow Grantee access to the above-specified building for the purpose of creating a public art mural as has been described and addressed above.
- 3. RESTRICTIONS AND RESERVATIONS:** Grantor agrees that it will, at no time, interfere with the section of the building so as to impede or limit the ability of the Grantee to create the public art mural display. The easement shall be for a period of seven (7) years from the date of execution, unless terminated as provided below. At the end of the seven (7) year period, the Easement shall automatically renew if it has not been terminated by either party. It is the intent of the parties to have the public art mural display to continue as long as practical.
- 4. TERMINATION OF EASEMENT:** At the expiration of the seven (7) year period, the Easement may be terminated by either party upon thirty (30) day written notice to the other party. If neither party terminates, the easement will continue for another seven (7) year period.

Within the initial seven (7) year easement term, or any time thereafter, the Easement may be terminated by the Grantor with the Grantee's consent, in writing, if the Grantor establishes any of the following:

1. The property is to be sold and the buyer requires removal of the Easement as a condition of the purchase and sale;
2. If a condition of refinancing the property, the lender requires removal of the Easement

as a condition of refinancing;

- 3. The property is to be substantially remodeled or altered in a way that would preclude continued maintenance of the public artwork;
- 4. That the circumstances have materially changed and the continued existence of the easement or maintenance of the artwork substantially impedes the Grantor's reasonable use and enjoyment of the property.

The Grantee shall not unreasonably withhold consent to terminate upon the Grantor establishing any of the conditions specified above.

The Grantee may terminate the Easement at any time at its sole discretion upon thirty (30) day notice to the Grantor, should the Grantor fail to substantially perform to the Grantor's obligations under the easement.

5. **MAINTENANCE AND REMOVAL OF PUBLIC ARTWORK:** The Grantee shall be responsible for maintaining the artwork during the existence of the Easement. The artwork shall be maintained and cared for in its original form, no significant alterations shall be permitted once the display is complete. Any significant damage to the artwork must be promptly repaired by the Grantee. Failure of the Grantee to repair said artwork within a reasonable period of time shall permit the Grantor to terminate the Easement and remedy the damage. Provided, however, that any damage that is caused by the Grantor shall not be the Grantee's responsibility and Grantor will have the obligation to repair the artwork in a reasonably prudent manner.

The Grantee may remove the artwork from the property if, in its sole discretion, the art mural has been excessively damaged and the cost of repair would be excessive.

If the Grantee removes the artwork, it will restore the property to its original condition. The Grantee shall have sole discretion to enter upon the property and maintain and repair the artwork.

6. **RIGHT OF ENTRY:** The Grantee shall have the right to enter the property during normal business hours and at all other times with advanced approval of the Grantor for any and all purposes described in this Easement.

This instrument and the transfer of property is exempt from tax because it is a written instrument in which the value of the consideration for the property is less than \$100.00 [MCL 207.526(a), MCL 207.505(a)].

**IN WITNESS WHEREOF**, the Grantor has executed this Grant of Utility Easement on this \_\_\_\_ day of April, 2019.



WITNESSETH:

**Tlapa Management,**  
a LLC corporation

\_\_\_\_\_  
\*

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

Its: \_\_\_\_\_

\_\_\_\_\_  
\*

STATE OF MICHIGAN        }  
  }ss

COUNTY OF DICKINSON }

On this \_\_\_\_ day of April, 2019, before me, a Notary Public in and for the above county and state, appeared \_\_\_\_\_, who executed the within instrument, and did acknowledge that they have read the foregoing Grant of Easement by themselves subscribed and that they acknowledge the instrument to be their free act and deed.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

Dickinson County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in Dickinson County, Michigan

THIS INSTRUMENT DRAFTED BY:

Gerald N. Pirkola (P46225)  
MOUW & CELELLO, P.C.  
100 East "C" Street, P.O. Box 747  
Iron Mountain, Michigan 49801  
(906) 774-2480