

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City Clerk
City of Lawrenceville
70 South Clayton St.
Lawrenceville, GA 30046

PUBLIC ART EASEMENT AGREEMENT

This PUBLIC ART EASEMENT AGREEMENT (“Agreement”) is made on this _____ day of _____, 2024 (“Effective Date”), by and between the City of Lawrenceville, a municipal corporation organized under the laws of the State of Georgia (“City”), and OCP Lawrenceville LLC, a limited liability company organized under the laws of the State of Georgia (“Grantor”). City and Grantor may hereinafter be collectively referred to as “Parties.”

WHEREAS, the Parties desire that public art murals will be incorporated into the Lawrenceville downtown core, and to that end, City will dedicate funds and contract with Leah Abucayan for the design, installation, and/or maintenance of a public art mural on Perry Street in Lawrenceville, Georgia known as Gwinnett County Tax Parcel No. (R5146D030) (“Property”); specifically, on the west-facing exterior wall of the building located thereon;

WHEREAS, Grantor owns the Property, and has agreed to make it available to the City for the installation of a mural by Leah Abucayan (“Artist”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. GRANT OF EASEMENT. Grantor conveys, grants, and warrants to the City, its successors and assigns, an easement for the purpose of installing, maintaining, and exhibiting the Mural on and in the Property. Following Final Acceptance of the Mural as defined in Exhibit A, the Mural shall be the property of City.

2. TERM. This Agreement, and the easement granted hereunder, shall be effective until 11:59 p.m. on December 1, 2029, unless extended by mutual agreement of the Parties.

3. RECORDATION. City shall record this Agreement in the land records of Gwinnett County GA and shall submit proof of such recording to Grantor. For recording purposes, the legal description of the Property is Parcel No. R5146D030

4. TERMINATION.

- a. **Termination by Grantor.** This Agreement, and the easement granted hereunder, may be terminated by Grantor, at any time, upon thirty (30) days’ written notice to City and receipt of the City’s written consent to terminate, upon Grantor’s showing of any of the following:
- (1) That the property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; or
 - (2) That the property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; or

- (3) That the property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Mural;
- (4) That Grantor's circumstances have materially changed and the continued existence of the easement or maintenance of the Mural substantially impedes Grantor's reasonable use and enjoyment of the Property.

City shall not unreasonably withhold consent to termination upon Grantor's satisfactory demonstration of any of the foregoing conditions of termination. Grantor expressly agrees and warrants that if Grantor terminates this Agreement, Grantor shall be responsible for removing the Mural and restoring the Property to its prior condition, at Grantor's sole expense. Such removal and restoration shall occur within thirty (30) days of the termination of the easement unless this period is extended in writing by the City.

Grantor further expressly agrees and warrants that if Grantor terminates this Agreement prior to the expiration of the Agreement term set forth herein, Grantor shall donate to City one thousand dollars (\$1,000) for each year remaining of the term, which amount City may utilize toward the installation of a public art mural at a different location.

- b. **Termination by City.** This Agreement, and the easement granted hereunder, may be terminated by City, at any time, upon thirty (30) days' written notice to Grantor, if City determines that Grantor has failed to substantially perform Grantor's obligations under this Agreement, or if City determines that the continued existence of the easement or maintenance of the Artwork is no longer desired or if City is unable to maintain the Artwork due to non-appropriation of funds. City expressly agrees and warrants that if City terminates this Agreement, City shall be responsible for removing or painting over the Mural and restoring the Property to its prior condition, at City's sole election and expense. Grantor shall allow City access to Property necessary to complete such removal or restoration. Such removal or restoration, if City so elects, shall occur within thirty (30) days of the termination of the easement, unless this period is extended in writing by Grantor.
- c. **Expiration of Term.** Upon expiration of the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City expressly agrees and warrants that City shall be responsible for removing or painting over the Mural within thirty (30) days of the expiration of the easement, unless this period is extended in writing by the Grantor.

5. MAINTENANCE AND REPAIR OF MURAL. During the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City shall have the sole right and responsibility to determine the need for, and to execute, all necessary maintenance and repair of the Mural. City may determine, in its sole discretion, that the Mural is damaged beyond feasible repair, and may remove or paint over the Mural, with thirty (30) days' notice to Grantor. Grantor shall notify City if Grantor perceives a need to maintain or repair the Mural.

6. RIGHT OF ENTRY. City or City's contractor 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 Agreement. City shall provide Grantor at least forty-eight (48) hours' prior notice of such entry.

7. BINDING EFFECT. The easement granted in this agreement shall run with the land and shall be binding upon, and inure to the benefit, of the Grantor and the City, and their respective representatives successors or assigns, and/or any person or entity acquiring any right, title, or interest in the Property.

8. CONTRACTUAL RELATIONSHIPS; ASSIGNMENT. This Agreement does not designate either Party as the agent or representative of the other for any purpose whatsoever. The Parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever. Neither Party shall assign this agreement without the prior written consent of the other.

9. NOTICE. Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed as follows:

Grantor:

McCray's Tavern
Attn: Scott McCray
100 South Perry
Lawrenceville, GA 30046

City:

City of Lawrenceville
Attn: City Clerk
70 South Clayton Street
Lawrenceville, GA 30046

Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.

10. NON-APPROPRIATION. Grantor acknowledges that City is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the statutes and constitution of the State of Georgia.

12. AMENDMENTS. No modification or amendment of the provisions of this agreement shall be effective unless in writing and signed by authorized representatives of the parties.

13. TIME IS OF THE ESSENCE. The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach and default hereunder by the Party so failing to perform.

14. BINDING UPON SUCCESSORS. Except as otherwise specifically provided herein, this Agreement shall be binding upon any and all owners of the Property, any and all subsequent owners thereof, and each and every other person acquiring an interest in the Property. Nothing herein shall, or shall be construed to, in any way prevent the sale or alienation of the Property, or any portion thereof, except that any sale or alienation shall occur subject to the provisions of this Agreement, and any successive owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

15. SEVERABILITY. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any other provision or provisions contained herein.

16. ATTORNEY FEES. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.

17. FINAL AGREEMENT. This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Grantor relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Grantor, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.

18. NON-WAIVER. Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

19. COMPLIANCE WITH LAWS. Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, and the ordinances of the City of Lawrenceville.

20. ADVICE OF ATTORNEY. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney or the opportunity to seek such advice.

21. APPROVAL REQUIRED. This Agreement shall not become effective or binding until approved by the City Council of Lawrenceville.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this
_____ day of _____, 2024.

Signed, sealed and delivered in the presence of:

Grantor:
OCP Lawrenceville, LLC

Name:
Title:

Witness

Notary Public, _____ County

My Commission Expires:

CITY OF LAWRENCEVILLE

BY: _____
David Still, Mayor

Attest: _____

Karen Pierce, City Clerk

(SEAL)

EXHIBIT A

Crogan Street Mural Artwork

