

PROPERTY OWNER'S CONSENT AGREEMENT

THIS PROPERTY OWNER'S CONSENT AGREEMENT (this "Agreement") is made as of the _____ day of _____ 2024 ("Effective Date"), between _____ ("Artist"), and **ST. MICHAEL AND ALL ANGELS' EPISCOPAL CHURCH, INC.**, a Georgia nonprofit corporation ("Owner"), for the benefit of **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF STONE MOUNTAIN**, a public body corporate and politic created and existing under the laws of the State of Georgia (the "DDA"). Artist, Owner, and the DDA may be referred to individually as "Party" and together as the "Parties."

WHEREAS, Owner owns the property located at 901 Main St, Stone Mountain, DeKalb County, Georgia 30083 ("Property").

WHEREAS, the DDA and Artist have entered into that certain Mural Agreement attached hereto as Exhibit A (the "Mural Agreement") for Artist to create an outdoor wall mural installation on the Property as more particularly described in Exhibit B and incorporated herein by reference (the "Artwork").

WHEREAS, pursuant to the Mural Agreement, the DDA awarded a grant to Artist in the amount of Ten Thousand and 0/100 Dollars (\$10,000.00) to be paid in installments to complete the Artwork (the "Mural Stipend").

WHEREAS, one of the conditions of the Mural Agreement requires Artist to provide written consent from Owner to DDA to carry out the Artwork.

WHEREAS, Owner desires to provide written consent to the Artwork pursuant to the terms of herein.

NOW, THEREFORE, for and in consideration of the DDA, the parties hereby agree as follows:

1. Owner's Consent to the Artwork. Owner hereby consents to the Artwork. Notwithstanding such consent: Owner and Artist understand and agree that: (a) All costs associated with the Artwork shall be governed by the Mural Agreement and the DDA is not liable or responsible for any costs incurred apart from the Mural Stipend; (b) Owner shall cooperate with the DDA and Artist to execute any additional documents associated with the Artwork and Mural Agreement; (c) All work related to the Artwork shall be conducted in conformity with all applicable federal, state, or local codes, ordinances and regulations; and (d) Artist shall be responsible for obtaining all permits (if any required in connection with the Artwork).

2. Duration of Mural on the Property. Upon completion of the Artwork, Owner shall not make any efforts to remove the mural from the Property for a period of ten (10) years ("Mural Period") unless such period is amended by the parties in writing.

3. Artwork Ownership. The DDA retains all ownership rights to the Artwork as an artistic work, including marketing, copyright, and exhibition rights. Owner shall be entitled to include the Artwork in all photographs, films or videotapes of the Property.

4. Repairs Indemnification. Artist acknowledges and agrees that Artist will indemnify, protect and hold the Owner and the DDA harmless from and against all claims, liabilities, losses, costs, loss of rents, liens, damages, injuries or expenses, including reasonable attorneys' and consultants' fees and court costs, demands, causes of action, or judgments resulting from, related to, or in connection with the Artwork.

5. Counterpart Execution. This Agreement may be executed on separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement and shall become effective when one or more counterparts have been executed by each of the parties hereto and delivered to the other. This Agreement, to the extent signed and delivered by means of a facsimile machine or PDF, shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

6. Any notice to the DDA required by the provisions of this Agreement shall be sent to:

Stone Mountain Downtown Development Authority
Attn: Maggie Dimov
875 Main Street
Stone Mountain, Georgia 30083

With copy to:

Kyle Williams, Esq.
Williams Teusink, LLC
The Sycamore Building
312 Sycamore Street
Decatur, Georgia 30030
Email: kwilliams@williamsteusink.com

7. Any notice to Owner required by the provisions of this Agreement shall be sent to:

8. Any notice to Artst required by the provisions of this Agreement shall be sent to:

9. Effective Date. This Agreement shall become effective as of the Effective Date.

10. Authority. Owner warrants and represents that it has taken all company action necessary to authorize the execution of this Agreement and the person executing this Agreement are duly authorized to do so.

11. Miscellaneous. Time is of the essence of this Agreement and each and every

provision hereof. The foregoing recitals and all exhibits attached hereto or referenced herein are incorporated into and made a part of this Agreement. This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia, without giving effect to any conflicts of laws provisions thereof. In the event that any provision or section of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision or section shall be deemed to have never been included herein, and the balance of this Agreement shall continue in full force and effect in accordance with its terms. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, I have caused this Agreement to be executed under seal as of the ____ day of _____. 2024.

ARTIST:

By: _____(SEAL)

Name:

Title:

IN WITNESS WHEREOF, I have caused this Agreement to be executed under seal as of
the ____ day of _____. 2024.

OWNER:

By: _____(SEAL)

Name:

Title:

IN WITNESS WHEREOF, I have this Agreement is acknowledged by the DDA on this the ____ day of _____. 2024..

DDA:

**DOWNTOWN DEVELOPMENT AUTHORITY OF
THE CITY OF STONE MOUNTAIN**, a public body
corporate and politic created and existing under the laws
of the State of Georgia

_____(SEAL)
Carl Wright, Chair

Attest:

_____(SEAL)
Maggie Dimov, Executive Director

Exhibit A

MURAL AGREEMENT

Exhibit B

THE MURAL