

EASEMENT FOR FACADE IMPROVEMENT AND PRESERVATION

This Easement for Façade Improvements and Preservation (hereinafter referred to as "Façade Easement") is made and given on March 19, 2019, by and between Ardina Pierre ("Grantor") and the City of Hapeville, Georgia ("City"), a municipal corporation. The terms of this Facade Improvement Easement are as follows:

1. Grantor is the owner of certain real property more fully described in Exhibit "A," attached hereto and incorporated herein, and has a commercial structure on it, located at 632 South Central Avenue, Hapeville, GA 30354 (hereinafter referred to as the "Building").

2. This Facade Easement will assist in the preservation and protection of artwork in the form of a mural to be installed on the east side wall of the Building and protect the Facade Improvement(s) (as hereinafter defined and referred to as the "Mural").

3. This Facade Easement is in the nature of an easement to be in place for a term of five (5) years provided, however, that if the Facade Improvement /Mural is not maintained in a good and appropriate manner by the City, then this easement may be terminated by the Grantor after giving written notice to the City specifying in detail where the Mural has not been maintained, in a good and proper manner, and the City shall have ninety (90) days thereafter in which to make any repairs or replacements of the Mural, and if such repairs and improvements are not commenced or finalized within the ninety (90) days from the date of receipt of the written notice, then this Façade Easement shall terminate.

Unless terminated as set forth above or otherwise terminated by City with sixty (60) days' notice to grantor, this Façade Easement shall automatically renew annually. Unless the parties act to extend or modify the terms of this agreement this Easement will automatically terminate in five years from the date of execution.

4. Grantor agrees that the Mural will be installed on the east side wall of 632 South Central Avenue, Hapeville, Georgia 30354 in accordance with the designs approved by the City of Hapeville and provided the City by the mural artist group, Lotus Eaters Club, and which are attached hereto as Exhibit "B" and incorporated herein (such designs hereinafter collectively referred to as the " Façade Improvement(s) or Mural").

5. The City agrees that the Mural will be completed in compliance with the schedule in Exhibit B required by the City of Hapeville.

6. The Mural will be installed by the City at no cost to the Grantor and shall be maintained by the City for the duration of this Façade Easement unless otherwise terminated as set forth herein. Installation of the Mural will not interfere with Grantor's ingress or egress to the Building or Grantor's tenants and employees' access to their places of business within the Building. Grantor agrees that the City shall, at its sole cost and

expense, have the right to replace, rebuild, repair, reconstruct, and remove the Mural, as the City deems necessary. Any damage to the premises caused by the making, maintaining, replacing, rebuilding, repairing, reconstructing, and removing of the Mural shall be promptly repaired by the City, at its sole cost and expense.

7. Grantor promises that it will abide by this Facade Easement and do (and refrain from doing as the case may be) upon the premises each of the following stipulations, which stipulations it is agreed contribute to a public purpose, in that they aid significantly in the conservation of the Mural.

a. Without the express written permission of the City, no construction, alteration, or remodeling or any other thing shall be undertaken or permitted to be undertaken on the premises, which would affect the Mural except in the case of an emergency that may affect the structural integrity of the Building or pose a threat to the health and well-being of occupants of the premises.

b. Nothing may be erected on the premises which will obscure any part of the Mural from being visible to the street, alley, or public location its presence is designed to enhance.

8. In the event of a violation of any covenant, stipulation or restriction herein, in addition to any remedies now or hereafter provided by law, (i) the City may, following notice to Grantor, institute a suit to enjoin by temporary restraining order, preliminary injunction, and permanent injunction, such violation and so require the restoration of the Building, Mural and/or Façade Improvements; or (ii) representatives of the City may correct any such violation, hold Grantor responsible for the cost thereof, and such cost until repaid shall constitute a lien on the premises. The City shall have available all legal and equitable remedies to enforce Grantor's obligations hereunder, and in the event Grantor is found to have violated any of its obligations, Grantor shall reimburse City for any and all fees and costs incurred by the City, including attorneys fees. The exercise by the City of one remedy hereunder shall not in any way waive or limit any other remedy and the failure to exercise a remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

a. To the fullest extent permitted by law, Grantor shall indemnify and hold harmless the City, and its elected officials, officers, directors, partners, employees, agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to this Façade Easement.

9. Restrictions, stipulations and covenants contained in this instrument shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which it divests itself of title to or any lesser interest in the Building or property described in Exhibit "A" or any part thereof, including by way of example and

not limitation, a lease of the Building. Any transfer of title to the property shall be subject to this Agreement.

10. Grantor at its expense shall keep the premises covered by insurance against loss or damage resulting from fire, windstorm, vandalism, explosion, and such other hazards.

11. This Façade Easement does not make either party the agent or legal 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.

12. The parties shall not assign this Façade Agreement without the prior written consent of the other.

13. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and shall be mailed postage pre-paid by first-class mail or hand delivered to:

City of Hapeville
City Manager
City of Hapeville
3468 North Fulton Avenue
Hapeville, GA 30354

Grantor
Ardina Pierre
628 S Central Avenue
Hapeville, GA 30354
Attn: Ardina Pierre
Property Owner

With a copy to:

City Attorney
2200 Keys Ferry Court
P.O. Box 10
McDonough, GA 30253

14. Should any term, provision, condition or other portion of this Façade Easement or the application thereof be held to be inoperative, invalid, or unenforceable, the remainder of this Façade Easement shall not be affected thereby and shall continue in full force and effect.

15. 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 Façade Easement.

16. Upon request by the City, the Grantor shall promptly provide the City with evidence of the Grantor's compliance with any obligation of the Grantor contained herein.

17. This instrument reflects the entire agreement of Grantor and the City. Any prior or simultaneous correspondence, understandings, agreements and representations are null and void upon execution hereof, unless set out in this instrument. This Agreement shall be filed in Fulton County Superior Court property records as burden on the property. Upon expiration by its terms or termination of this easement agreement, the City shall file a document with the Superior Court property records affirmatively releasing the easement right within ten (ten) days of the expiration or termination of the easement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by its duly authorized representative on 3/29/19 (date).

[Signature] (GRANTOR): By:

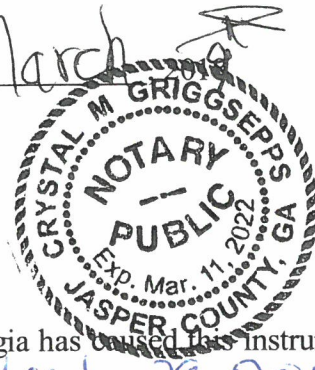
[Signature]
(Signature of Grantor Representative)

Ardisia T. Pierre, Property owner
(Printed Name & Title of Grantor Representative)

Sworn to and subscribed before me this 29 day of March, 2019

[Signature]
Notary Public

My Commission Expires: 3/11/22



IN WITNESS WHEREOF, the City of Hapeville, Georgia has caused this instrument to be executed by its duly authorized representative on March 29, 2019 (date).

CITY OF HAPEVILLE

Alan Hallman, Mayor

Sworn to and subscribed before me this _____ day of _____, 2018

Notary Public

My Commission Expires: _____

Attest:

Crystal Griggs-Epps, City Clerk

Approved as to form:

City Attorney

Exhibit A

Property Profile for **612 SOUTH CENTRAL AVE**

Property Tax Information

Tax Year	2019
Parcel ID	14 009800200208
Property Address	612 SOUTH CENTRAL AVE
Owner	PIERRE ARDINA T
Mailing Address	628 S CENTRAL AVE HAPEVILLE GA 30354
Total Appraisal	\$93,000
Improvement Appraisal	\$31,000
Land Appraisal	\$62,000
Assessment	\$37,200
Tax District	30
Land Area	0.1315 ac
Property Class	Commercial Lots
Land Use Class	Retail - Multiple Occupancy
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Hapeville
Commission District	6
Commission Person	Emma I. Darnell
Council District	LRG
Council Person	Travis Horsley, Mark Adams, Chloe Alexander
Voting Precinct	HP01
Poll Location	Hoyt Smith Center, 3444 N Fulton Ave
Congressional District	005
State Senate District	036
State House District	060

School Zones

Elementary School	Hapeville
Middle School	Paul D West
High School	Tri-Cities

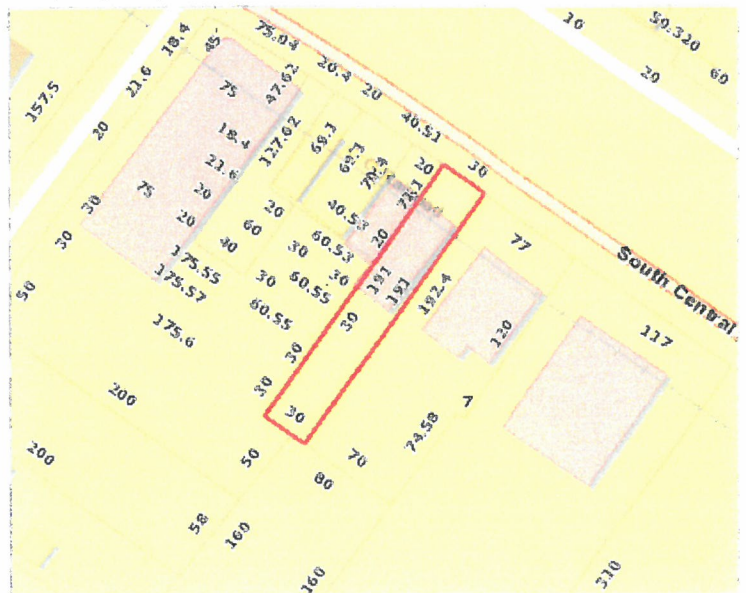
Other Information

Zip Code	30354
Census Tract	108
In Less Developed Census Tract	No

Aerial View



Property Map



Vicinity Map

Lady of the Lotus Eaters

Exhibit B



Design for a single wall, titled "Lady of the Lotus Eaters".

Here we have the phoenix represented in tattoo form on the center figures back. The trees shedding their leaves symbolize the coming of fall, and the creatures around her express our ties to nature and life around us.

