

FAÇADE EASEMENT AGREEMENT

This Façade Maintenance Agreement made this day of , 20 between , as Grantor, and Downtown Development Authority of the City of Douglasville, as Grantee:

WHEREAS, Grantor is the owner of certain real property, hereinafter described, located in Douglasville, Douglas County, Georgia described in Exhibit A with is attached hereto and made a part hereof by reference thereto, hereinafter referred to as the “Property”; and

WHEREAS, Grantee is authorized to accept easements for façade improvement purposes in furtherance of its purpose of preserving and protecting the area in which the property is located; and

WHEREAS, the grant of this easement will assist in the protecting and preserving the quality of the area in which the Property is located;

NOW, THEREFORE, in consideration of agreed upon improvements to the façade on the side of Grantor’s building, paid for in part by a façade grant awarded by Grantee and the foregoing benefits flowing to all parties, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee a Façade Maintenance Easement for a period of three (3) years on the façade on the side of Grantor’s building, which building is located on the Property.

The acts which the Grantor, its successors and assigns, so covenant to do and not to do upon the Property, and the restrictions which the Grantee is hereby entitled to enforce shall be as follows:

1. The Grantor, its successors and/or assigns, shall not permit the deterioration of the Property and shall undertake such maintenance of the Property so as to prevent deterioration of the property, including, but not limited to:
 - a. The deterioration of exterior walls;
 - b. The deterioration of eaves, gutters and downspouts;
 - c. The deterioration of external chimneys;
 - d. The deterioration of crumbling of exterior plasters or mortar;
 - e. The ineffective waterproofing of exterior walls, roofs and foundations, including broken windows or doors;
 - f. The peeling of paint, rotting, holes and other forms of decay on exterior surfaces, including windows and doors;
 - g. The deterioration of any feature so as to create or permit the creation of any hazardous or unsafe condition;
 - h. Prevent vegetation from growing out of the building, having the potential to adversely affect the building and façade structure

2. Without the prior written consent of Grantee, Grantor, its successors and/or assigns, will not undertake or permit to be undertaken any destruction or demolition of the existing improvements on any façade of the Property which would alter or change the present appearance of any façade of the Property; provided, however, nothing in this paragraph shall be construed to prevent the ordinary maintenance, repair, cleaning, repainting or refinishing of presently existing elements of the façade, and such ordinary maintenance,

etc. shall be permitted without consent of Grantee, so long as it is performed in a manner which will leave unchanged the appearance of the facades as they exist at the completion of the improvements contemplated hereunder. Nothing in this paragraph shall be construed to relieve Grantor from complying with all rules, regulations, and ordinances.

3. The Grantor agrees at all times to maintain the facades herein described, and the exterior appearance of such facades in a good and sound state of repair and that in the event of damage resulting from casualty or other loss to an extent rendering repair or reconstruction of the existing improvements impractical in the opinion of the Grantee, any new structure shall be subject to the provisions of this easement.
4. The Grantor agrees that the officers of the Grantee, or a person or persons designated by Grantee, shall be permitted at reasonable times (which shall be established in advance by five business (5) days written notice) to come upon the Property to inspect for lack of compliance with any of the covenants in this Easement.
5. Upon the occurrence of façade conditions which are sought to be prevented by this Agreement, the Grantee shall notify the Grantor, or his successors and assigns, specifying the conditions requiring corrective action. The Grantor shall correct and cure the following conditions described in said notice within forty-five (45) calendar days of receipt of notice. The Grantor may, within ten business (10) days of receipt of the notice, request a review by the Historic Preservation Commission of the necessity of the corrective or curative actions set forth in the notice. The Grantor shall submit its request for review in writing to the Historic Preservation Commission and Grantor shall schedule a hearing on such request for the next regularly scheduled meeting of the Historic Preservation Commission. The Grantor shall have thirty calendar (30) days from the date of the hearing to comply with the decision of the Historic Preservation Commission regarding the requested corrective or curative action.
6. Although this Easement will benefit the public in the ways recited above, nothing herein shall be construed to convey a right to the public of access or use of the property, and the Grantor, his heirs, successors and assigns shall retain exclusive right to such access and use, subject only to provisions herein recited.
7. The rights of the Grantee under this instrument shall run for the benefit of and may be exercised by its successors and assigns.
8. If any of the above provisions is determined to be unenforceable or void, this shall not in any way affect the validity or enforcement of any of the other provisions.
9. If Grantee's prior consent or approval is required by this easement for any action proposed by Grantor; and Grantor shall request the consent of the Grantee to such action by written notice to the Grantee setting forth in detail such proposed action; and if Grantee shall fail to respond to such notice by written approval, rejection or other comment given to the Grantor within sixty calendar (60) days after the giving of such notice; then, the consent of the Grantee to the action described in said notice shall be deemed to have been given.

10. Such notice or response shall be deemed given by either party when deposited for mailing by certified or registered mail, return receipt requested, in a facility maintained by the United States Postal Service for such purpose, addressed to the party to whom such notice or response is required to be given at his or its address set forth above or at such other address as such party may have designated by notice duly given as provided by this sentence.

11. Notwithstanding the foregoing restrictions, consent of the Grantee shall not be required for any action to the extent necessary to rectify a condition which poses an immediate and substantial risk of causing injury to person's or property or for any conveyance of the Property or any part thereof, as security for indebtedness or otherwise, which is subject or inferior to this easement.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals

Signed, sealed and delivered in the presence of:

WITNESS _____

NOTARY PUBLIC _____

Commission Expires _____

GRANTOR _____

GRANTOR _____

DOWNTOWN DEVELOPMENT AUTHORITY _____

(SEAL)