

ARTISTIC MURAL AGREEMENT

THIS AGREEMENT, made and entered into on this 16th day of February, 2021 by and between the **CITY OF AURORA, ILLINOIS**, a home rule municipal corporation (“City”) and **JH Real Estate Partners LLC & APS Tower Condominium Association**, property owner (“Owner” and hereinafter referred to together as “the Parties”) of the real property located at 105 E. Galena Blvd., Aurora, Illinois and within the City of Aurora jurisdictional boundaries (hereinafter “the Property”);

WITNESSETH

WHEREAS, the purpose of this Agreement is to give the City control over the **East-facing, second story façade wall of the Property** in order to place, at City’s expense, directly or indirectly, an artistic mural themed “Diversity in Technology” (hereinafter referred to as “the Mural”) on said wall or a portion thereof, for the enjoyment of the public including Owner.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereto agree in exchange for the Owner giving control over this portion of the Property as identified herein to the City, the City will improve said Property by constructing the Mural, with the Parties additionally agreeing as follows:

I. **CITY OBLIGATIONS**

- A. The City will hire artists and/or contractors to install the Mural on the building on the agreed upon location. The City will secure all needed mural installation approvals and permits.
- B. Upon approval of this Agreement, the City shall record with the applicable County Recorder of Deeds both this Agreement and a copy of the approved artistic mural design, against the real property designated herein so that future owners shall be aware of the requirements hereof, which run with the land.
- C. Following creation of the Mural, City assumes responsibility for maintaining said Mural, including graffiti removal when necessary, in the exclusive determination of City. City will be allowed access at any time to the Mural in order to perform such maintenance as it determines it to be necessary.
- D. City reserves the right to remove the Mural at any time in the exclusive determination of City. Owner will not interfere with any such removal and will allow City to access the Mural in order to complete the removal.

II. **OWNER OBLIGATIONS**

- A. Owner, wishing to allow the Mural to be placed on a designated wall on its real property identified above, represents that its ownership of the Property is valid, and that the person signing this Agreement on behalf of Owner has the full authority to do so.
- B. Owner shall designate in writing at time of signing this Agreement any portion of the designated wall which cannot be covered by the Mural.
- C. For a minimum of five (5) years following the completion of the installation of the Mural, Owner shall not make any change/repair to the Property on which the Mural is located that would impact the Mural in any way, unless approved in writing in advance by City. Should Owner's change/repair cause any change to the Mural in place, then in that event, repair of the Mural shall be at the expense of the Owner.
- D. Owner agrees to allow City to attach a rider to its property insurance, at City's expense, to cover any potential damage to the Mural.

III. **ADDITIONAL TERMS**

- 1. All funding for the Mural will be provided by a grant from the National Endowment for the Arts; Aurora Downtown; and the City. This Agreement and the installation of the Mural is dependent and conditioned on the funding being received, as well as any and all other requirements for the grant, City Council approval, and all other necessary appropriations and approvals.
- 2. The City may terminate this Agreement at any time and for any reason.
- 3. Owner will not receive compensation of any kind from the City relating to this Agreement and/or the Mural.
- 4. This Agreement is governed by the laws of the State of Illinois, and venue for any legal disputes shall be proper only in the Circuit Court of Kane County, Illinois.

THIS AGREEMENT shall remain in place for a period of a minimum of five (5) years from the date the Mural's installation is complete, after which time the City, in its exclusive determination, may extend this Agreement for unlimited terms of five (5) years each.

IN WITNESS WHEREOF, the Parties to this Agreement by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms as of the date first written above.

CITY OF AURORA,
an Illinois home rule municipal corporation

PROPERTY OWNER(S):
JH Real Estate Partners & APS Tower Condo Assoc

By: _____

By: *A. Koush* _____

Title: _____

Title: Managing Partner _____

ATTEST: _____

ATTEST: *Jay Punukollu* _____