

ARTISTIC MURAL AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of July, 2016 by and between the **CITY OF AURORA, ILLINOIS**, a home rule municipal corporation (“City”) and **MARTY JACYNO**, private property owner(s) (“Owner”) of the real property located at 6 East Downer Place, Aurora, Illinois and within the City of Aurora jurisdictional boundaries;

WITNESSETH

WHEREAS, the purpose of this Agreement is to give the City control over the East wall on the Owner’s property in order to place, at City’s expense, directly or indirectly, an artistic mural known as “the Blues Mural” on said wall or a portion thereof, for the enjoyment of the public.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

I. CITY OBLIGATIONS

- A. The City will hire a company to frame and mount the Blues Mural that will be installed 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, 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 approved mural, City assumes responsibility for maintaining said mural, including graffiti removal when necessary, in the exclusive determination of City.
- D. City reserves the right to remove said approved mural at any time in the exclusive determination of City.

II. OWNER OBLIGATIONS

- A. Owner, wishing to allow an artistic mural to be placed on a designated wall on his/her real property identified above, represents that his/her ownership of the above recited real property is valid, that all owners of the real property have executed this Agreement, and that said persons all have the power to contract with respect to the property and the terms of this Agreement.

- B. Owner shall designate in writing at time of signing this Agreement any portion of the designated wall which cannot be covered by the artistic mural.
- C. For a minimum of five (5) years following the installation of the approved mural, Owner shall not make any change/repair to the real property on which the mural is located that would impact the artistic 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 his property insurance, at City's expense, to cover any potential damage to the mural.

THIS AGREEMENT shall remain in place for a period of a minimum of five (5) years, 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):
Marty Jacyno

By: _____

Title: _____

ATTEST: _____
