

**PUBLIC ART AGREEMENT
(City/Building Owner)**

This Public Art Agreement made this ___ day of _____, 2012, between the CITY OF ROCHELLE, an Illinois municipal corporation (“City”) and TransWorld Plastic Films, Inc., an Illinois corporation, of Rochelle, Illinois (“Building Owner”):

WITNESSETH

THAT WHEREAS, the City has entered into an Agreement (“City/ILHC Agreement”) with the Illinois Lincoln Highway Coalition, an Illinois not-for-profit corporation (“ILHC”) for the construction and maintenance of one or more murals to be located on the walls of buildings in downtown Rochelle, for the purpose of promoting tourism in the City of Rochelle and along the Lincoln Highway; and

WHEREAS, the Building Owner is the sole owner of a commercial building located at 150 N. 15th Street, in Rochelle, Ogle County, Illinois, the legal description of which is attached hereto as Exhibit A (“Building”); and

WHEREAS, the City and the Building Owner have entered into an agreement for the use of the outside east wall of the Building for a mural to be constructed, maintained and displayed pursuant to the terms of the City/ILHC Agreement and wish to memorialize the terms of their agreement in writing;

NOW THEREFORE, in consideration of the agreements set forth herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Grant of Irrevocable License. The Building Owner hereby grants to the City ~~and~~ a five-year irrevocable license to securely attach to and display on the east outer wall of the Building (“Mural Site”) a mural commemorating the Lincoln Highway and the City, consistent with the terms of the City/ILHC Agreement (“Mural”), on the following terms:

(a) the Mural shall be painted on substrate and securely attached to the Mural Site, at no cost to the Building Owner;

(b) the City shall maintain and repair the Mural in accordance with recognized standards, at no cost to the Building Owner;

(c) the Building Owner shall allow the City, ILHC and the Artist selected by ILHC, and the employees of any of them, access to the Mural Site at reasonable intervals and for reasonable periods of time as necessary to attach the Mural to the Mural Site, and for maintenance of, and repairs to, the Mural;

(d) the City shall not allow any blockage of ingress or egress from the Building, or interference with traffic into and out of the Building, during periods of erection and maintenance of the Mural;

(e) the Building Owner shall take no action to remove the Mural from the Mural Site, to cover the Mural with any signage or other object, to alter or damage the Mural, or to detract from the aesthetic appearance of the Mural, as determined by the City in its sole discretion;

(f) the City shall be solely responsible for all costs associated with the erection and maintenance of the Mural, including without limitation any costs associated with removing graffiti or repairing the mural because of vandalism;

(g) the City shall pay to the Building Owner a license fee of \$1.00 as consideration for the rights conferred by this License, which license fee shall be paid, and payment acknowledged by the Building Owner, at the time this License Agreement is executed;

(h) this irrevocable license shall expire five (5) years after the date of this agreement, and shall thereafter continue as a revocable license, which may be revoked by the Building Owner at any time thereafter with sufficient advance notice in writing to the City to allow the City to remove the Mural from the Mural Site.

2. Ownership. The Building Owner shall have no ownership interest in the Mural. The Mural shall not become a part of the real property upon which the Building is located, and shall not be deemed to be a fixture. Without limiting the foregoing, the Building Owner shall have no interest in intellectual property rights, including copyrights, associated with the Mural; provided however, the Building Owner may include the Mural in a general depiction of its building, provided that the mural is not the principal focus of the depiction.

3. Termination and Removal. The City may terminate this Agreement at any time and remove the Mural from the Mural Site; provided, however, that the City shall in such event also remove any materials by which the Mural has been attached to the Mural Site, and shall repair any damage caused by the removal.

4. Representations and Warranties of Building Owner. The Building Owner represents and warrants that it is the sole owner of the Building, that it has the power and authority to enter into this Agreement and to grant the license described in this Agreement, and that the Building and the real property upon which the Building is located are not encumbered with any liens, easements or other limitations which might restrict the City's exercise of the license granted herein, other than the impact of any ordinances or restrictions imposed by a governmental body.

5. Representations and Warranties of City. The City represents and warrants that installation of the Mural will not violate any laws or regulations, or rights or interests of any third parties, including copyright and intellectual property rights.

6. Destruction of the Mural Site. If the Building Owner determines that the Building must be demolished, it shall notify the City and ILHC of the imminent destruction of the building as soon as practicable, and in no event later than 30 days before the demolition of the Building, in order to allow for the removal of the Mural from the Mural Site before the demolition.

7. Risk of Loss. All risk of loss of, or damage to, the Mural due to casualty such as natural disaster or fire shall remain with the City.

8. Notices. Notices to a party shall be made in writing and sent by certified mail, return receipt requested, at the address set forth below. Notice is effective upon receipt.

City: David S. Plyman, City Manager
420 North 6th Street
Rochelle, IL 61068

Owner: TransWorld Plastic Films
150 N. 15th Street
Rochelle, IL 61068

9. Entire Agreement; Binding Effect. This Agreement, and any other agreements expressly referred to herein, constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede and discharge any prior oral or written or contemporaneous oral agreements. This Agreement shall inure to the benefit of, and be binding upon, the successors in interest and assignees of the parties, and shall run with the land. This Agreement may be recorded by either party.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth above.

CITY OF ROCHELLE, an
Illinois municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

TRANSWORLD PLASTIC FILMS, INC.
an Illinois corporation

By: Ronald V. Meunier
Its: CEO

Receipt of License Fee Acknowledged:
Joyce Monte
Building Owner

State of Illinois)
)
County of Ogle)

Acknowledged before me, the undersigned notary public,
this _____ day of _____, 2012.

NOTARY PUBLIC

ALAN H. COOPER
Law Offices of Alan H. Cooper
233 East Route 38, Suite 202
P. O. Box 194
Rochelle, IL 61068
(815) 562-2677

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Exhibit A
Legal Description of 150 N. 15th Street

[Insert Legal Description from Owner]

PIN 24-23-452-005