Manchester Chamber

Book 2015 Page 1785
Document 2015 1785 Type 06 006 Pages
Date 7/08/2015 Time 11:12:06AM
Rec Amt $27.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Carr & Carr Attorneys, PO Box 333, Manchester, Iowa 52057 (563) 927-4164

AGREEMENT

Main Street Investments, L.L.C., hereinafter "Main Street" and Manchester Area Chamber of Commerce, hereinafter "Chamber" desire to enter into an agreement with respect to a mural that will be painted on real estate owned by Main Street and in consideration of their mutual promises and performances herein agrees as follows:

Property

1. Main Street owns the following described real estate:

   Lot 1 of the Subdivision of Lots 146 and 197 in the City of Manchester, Iowa

2. Four "panels" currently exist on the North side of the building located on the above described real estate. A panel is considered the open area of wall between the brick sections dividing each panel. For the purpose of this agreement the easternmost panel will be considered the first panel and each panel, respectively, moving West from the first panel shall be considered the second, third and fourth panels.

Responsibilities of Main Street

1. Main Street shall arrange and be responsible for all costs related to the removal of the metal siding on all four panels as well as any underlying reconstruction. Further, Main Street shall arrange and be responsible for all costs related to squaring off all panels at the bottom so that each panel, for purposes of the mural, does not slope downward.

2. Main Street shall pay for the cost of mural related components for the first panel. Mural related components include surface items such as chicken wire, stucco, and moisture barrier that are essential to the project as well as painting costs.

3. If overhead lighting becomes a part of the project at any point, Main Street shall pay for the cost of electricity regardless of which panels are illuminated.

4. Main Street shall insure the building which includes all four panels. If vandalism occurs to the second, third or fourth panels, Main Street shall be responsible to pay only half the insurance deductible for each occurrence or if the cost of restoration is less than the deductible amount, half of restoration expense. Main Street, with the assistance of Chamber regarding the second, third, and fourth panels, shall arrange to have restoration completed within six months conditions permitting.

5. Main Street shall cooperate with Chamber in any procedure furthering the mural project including the pursuit of any grant and obtaining necessary building permits.

Responsibilities of Chamber

1. Chamber shall pay for the cost of mural related components for the second, third, and fourth panels. Mural related components include surface items such as chicken wire, stucco and moisture barrier that are essential to the project as well as painting costs.

2. If overhead lighting becomes a part of the project at any point, Chamber shall pay the cost of installation for lighting of second, third and fourth panels.

3. If vandalism occurs to the second, third or fourth panels, Chamber shall pay half the insurance deductible for each occurrence or if the cost of restoration is less than the deductible amount, half of restoration expense.

Design

1. Chamber will choose the design for the second, third and fourth panels and will present a concept plan to Main Street. Each of the second, third and fourth panels may consist of five smaller panels for individual design in which case the design on four of the panels will last a minimum of five years and the design on the other "interchangeable" panel will last a minimum of three months.

2. Main Street will choose the design for the first panel. The design of the first panel must be visually in sync with the other panels.

3. Initial designs for all of the panels as well as all subsequent design changes must be jointly approved by both parties with such approval not to be unreasonably withheld.

4. Initial Mural designs for all of the panels as well as subsequent design changes must be painted with work to be completed by a reputable painter as agreed jointly between the parties.

Duration

1. This agreement shall terminate ten years from the date of this agreement unless both parties agree to extension of this agreement. The parties may do so for successive 10-

year periods for so long as they desire by recording a notice of their intention to do so prior to the expiration of any 10-year period. Prior to any extension the appearance of the murals shall be discussed and as a condition of the extension either party or both parties may be obligated to renew the appearance of their respective murals due to wear and tear and such work must be completed within two months from the extension date conditions permitting.

2. If Chamber does not agree to extension of the agreement or comply with renewal work in the preceding paragraph, it shall return the second, third, and fourth panels to a condition customary for the area within six months conditions permitting should Main Street provide written request for same. This work shall be completed by a contractor chosen jointly by the parties. If Main Street does not agree to extension of the agreement or comply with the renewal work in the preceding paragraph, Chamber shall have no further responsibility. If it is mutually agreed not to extend the agreement, Chamber shall be responsible for one-half the cost of returning the second, third, and fourth panels to a condition customary for the area should said work be completed under the direction of Main Street within six months of the end of the agreement. Main Street agrees to hold harmless and save in full Chamber from any and all liability arising from work completed by any contractor pursuant to this paragraph.

Other

1. Main Street grants to Chamber and its designees necessary access for inspection, work and any other reason required in connection with this agreement.

2. Each party must maintain their respective inputs/mural so as to maintain the overall appearance of the project.

3. This agreement shall be binding upon all heirs, successors and assigns of both parties.

Dated this 19th day of June, 2015.

Main Street Investments, L.L.C.

By: Ardith Harris

By: _____

Manchester Area Chamber of Commerce

By: Jack Klaus

By: _____

STATE OF IOWA)
DELAWARE COUNTY)

This instrument was acknowledged before me on this 19th day of June, 2015 by Ardith Harris and _____ as _____ and _____ of Main Street Investments, L.L.C.

JOANN HEFFERNAN
Notarial Seal - Iowa
Commission # 221059
My Commission Expires 2-19-17

JAnn Heffernan
Notary Public in and for the State of Iowa

STATE OF IOWA)
DELAWARE COUNTY)

This instrument was acknowledged before me on this 19 day of June, 2015 by Jack Klaus and _____ as _____ and _____ of Manchester Area Chamber of Commerce.

Jacqueline K. Sherman
Notary Public in and for the State of Iowa

JACQUELINE K SHERMAN
Commission Number 764294
My Commission Expires
August 20, 2016