

# PROPERTY OWNER MURAL INSTALLATION AND RETENTION AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between **Buchanan County Tourism** ("Tourism"), and **Dominic Sparrgrove**, ("Property Owner").

## RECITALS

**WHEREAS**, Tourism has received grant funding from the Iowa Economic Development Authority ("IEDA") to support the installation of a community mural ("Mural"); and

**WHEREAS**, the Property Owner holds legal title to the real property located on the wall at 108 2<sup>nd</sup> Ave NE, Independence, Iowa, legally described as [Insert Legal Description] ("Property"); and

**WHEREAS**, the parties have agreed that the Mural will be painted and installed on the West-facing exterior wall of the building located on the Property ("Mural Site") by Jenna Brownlee ("Artist"); and

**WHEREAS**, IEDA grant guidelines require the grant recipient to obtain written consent from the Property Owner approving the design, granting permission for installation, and guaranteeing the Mural's retention for a minimum of three years.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and the enhancement of the Property through the addition of public art, the parties agree as follows:

### 1. Approval of Preliminary Design

The Property Owner acknowledges receipt and review of the Preliminary Design for the Mural submitted by the Artist. By signing this Agreement, the Property Owner provides explicit written approval of the Preliminary Design, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

### 2. Permission to Install and Access

The Property Owner grants Tourism, the Artist, and their respective agents, employees, and contractors the right to enter the Property and the Mural Site to prepare the wall and install the Mural. Installation is anticipated to be completed on or about May 28th.

### 3. Three-Year Retention and Maintenance Requirement

The Property Owner explicitly agrees that the Mural shall remain at the Mural Site, completely unchanged, for a minimum period of three (3) years following the date of completed installation. During this three-year period, the Property Owner shall not destroy, paint over, alter, or remove

the Mural. The only permitted changes or alterations to the Mural during this time shall be agreed upon repair or maintenance work performed directly by the Artist pursuant to a separate agreement between Tourism and the Artist. Said repair or maintenance work shall be agreed to in writing and before any work may be performed.

#### **4. Binding on Successors and Assigns**

It is the explicit intent of the parties that the obligations set forth in Section 3 of this Agreement shall run with the land. This Agreement shall be binding upon the Property Owner and their heirs, successors, assigns, and any future purchasers of the Property for the full duration of the required three-year term. Tourism shall record this Agreement with the Buchanan County Recorder to ensure notice to all future successors in interest.

#### **5. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

#### **PROPERTY OWNER:**

Signature

Dominic Sparrgrove

Printed Name and Title

#### **BUCHANAN COUNTY TOURISM:**

Isabel Thurn

Buchanan County Tourism Director

**NOTARY ACKNOWLEDGMENT**

STATE OF IOWA

COUNTY OF BUCHANAN

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026, by [Insert Property Owner Name] as Property Owner, and [Insert Name of Tourism Representative] as [Insert Title] of Buchanan County Tourism.

Notary Public in and for the State of Iowa

My commission expires: \_\_\_\_\_