

MURAL PROCESS APPLICATION FORM – GENERAL

1. GENERAL DATA REQUIRED *[to be completed by the applicant]*

ADDRESS OF SUBJECT PROPERTY

(Name of Applicant(s))

(Applicant's Mailing Address with ZIP Code)

(Day-time Phone / Cell Phone)

(Applicant's E-mail Address)

(Fax Number)

(Existing Use of Subject Property)

(Comp Plan Designation) (Zoning)

➤ **Has contact been made with the Neighborhood Association?** Yes No

➤ Owner's Representative or Design Professional to be contacted regarding matters on this application, if other than applicant:

➤

(Name)

(Mailing Address with ZIP Code)

(E-Mail Address)

(Phone / Cell / Fax)

2. SIGNATURES OF ALL PROPERTY OWNERS and/or Contract Purchasers are required:

Printed:

(Mailing Address with ZIP Code)

Printed:

(Mailing Address with ZIP Code)

3. SUBMITTAL FEES

MURAL WORK PROPOSED

Application Fee..... \$ 125.00

In a Commercial Historic District? _____

Processing Fee.....\$ 12.50

Automation Fee..... \$ 5.00

In a Public Historic District? _____

Total..... \$ 142.50

NOTE: *There is an additional Archiving Fee of \$.50 per page, charged at time of submission. This fee is waived if electronic versions of all materials are also submitted.*

| | | |
|---------------------------|----------------|-------------------|
| FOR STAFF USE ONLY | | |
| RECEIVED BY _____ | DATE _____ | RECEIPT NO. _____ |
| N.A. _____ | WARD NO. _____ | CASE NO. _____ |
| Adjacent N.A. _____ | | |

Salem Public Art Commission

Public Mural Selection Criteria

To be completed by Applicant

This form outlines the selection **criteria** that the Salem Public Art Commission uses to select or commission a work of art. Because the Commission uses this information to evaluate the proposed acquisition of public art, please respond thoroughly. [If more space is needed, attach additional statements to this form.]

1. **Strength of artist's concept for, and originality of, mural.**
Describe how your proposal meets this criteria.

2. **Demonstrated craftsmanship of artist.**
Describe how your proposal meets this criteria.

3. **Appropriateness of the design and scale of the mural to the wall on which the mural will be painted / attached.**
Describe how your proposal meets this criteria.

4. **Appropriateness of the scale of the mural to the surrounding neighborhood.**
Describe how your proposal meets this criteria.

5. **Architectural, geographical, socio-cultural and/or historical relevance of the mural to the site.**
Describe how your proposal meets this criteria.

6. General support/advocacy for the mural from the building owner/user, surrounding neighborhood, adjacent businesses, and arts community.

Describe how your proposal meets this criteria.

7. Demonstrated ability to complete the mural on time and within budget.

Describe how your proposal meets this criteria.

8. If the mural will be located in a historic district, the mural:

- o Will be on a building or structure that is "non-historic non-contributing" under historic preservation laws.
- o Will not be located on the building façade. For purposes of this criterion, the building façade is defined as the wall that contains the main entrance onto the premises.

Describe how your proposal meets this criteria.

9. The mural will not be located on a single family dwelling, duplex, or multi-family dwelling. Single family dwellings, duplexes, or multi-family dwellings do not include mixed-use buildings which contain residences.

Describe how your proposal meets this criteria.

10. The mural will not contain electrical components, three dimensional structural elements, employ electrical lights as part of the image, moving structural elements, flashing or sequential lighting, interior lighting elements, any automated method that causes movement, or any method that causes periodic changes in the appearance of the mural or changes the mural image or message.

Describe how your proposal meets this criteria.

11. The mural will be located in a manner that is accessible to the public.
Describe how your proposal meets this criteria.

12. Maintenance: Explain how you will maintain the mural for 7 years.
Describe how your proposal meets this criteria.

13. Public Safety: Explain how the mural will not present a safety hazard to the public and will meet applicable federal, state, and local building codes and regulations.
Describe how your proposal meets this criteria

I certify that the responses are true and correct representations of the mural proposal and may be used as findings and evidence in the decisions made by the Salem Public Arts Commission:

Applicant's Signature: _____

Name (Print or Type): _____

Applicant's Mailing Address: _____

Applicant's Phone Number(s) _____

Property Owner(s) Signature(s) _____

Name(s) (Print or Type): _____

Property Owners(s) Phone Number(s) _____

Date: _____

After recording return to:

City of Salem
City Recorder
555 Liberty St. SE
Room 205
Salem, OR 97301-3503

EASEMENT

THIS EASEMENT is between _____, Grantor, and the City of Salem, an Oregon municipal corporation, Grantee.

RECITALS

A. The Grantee has adopted a program for the placement of public murals within the Grantee's corporate limits as part of its public art program. The Salem Public Art Commission administers the Grantee's public art program.

B. Grantor owns the property legally described in "Exhibit A" ("the Property"), which is attached hereto and incorporated herein by reference, and is willing to make the exterior wall of a building or structure on the property available to Grantee for the placement of public mural, as defined in SRC 15.010(k). The public mural is described in "Exhibit B" ("the Artwork"), which attached hereto and incorporated herein by reference.

IN CONSIDERATION of the mutual promises and performances set forth below, the parties agree as follows:

1. Grant of Easement. Grantor conveys, grants and warrants to Grantee, its successors and assigns, an easement for the purpose of installing, maintaining, operating and exhibiting the Artwork on the exterior wall of the building or structure located on the Property. The Artwork and its location on the Property shall be as approved by the Salem Public Art Commission prior to placement.

2. Term of Easement. This easement shall be for a period of seven years from the date of placement of the Artwork on the Property. Unless terminated as provided in Section 5, this easement shall automatically renew thereafter, and shall remain in full force and effect unless and until terminated.

3. Maintenance and Removal of Artwork. Grantor shall be responsible for maintaining and, if necessary, restoring and repairing the Artwork during the existence of this easement. Grantee may remove the Artwork from the Property if, in the sole judgment of Grantee, the Artwork is being excessively damaged, and Grantor fails or refuses to maintain or repair the Artwork after thirty days written notice from Grantee requesting Grantor to do so. If Grantee removes the Artwork from the Property pursuant to this section, Grantee will restore the Property to its original condition.

4. Right of Entry. Grantee shall have the right to enter the Property during normal business hours, and at all other times with advance approval of the Grantor, for any and all of the purposes described in this easement.

5. Termination.

(a) At the expiration of the seven year easement period, this easement shall renew for successive one year terms, unless either party provides thirty days written notice of termination to the other party. Grantor expressly agrees that upon termination, Grantor shall remove the Artwork and repair the Property such that its appearance is consistent with the Salem Revised Code. Such removal shall occur within thirty days of termination of the easement, unless this period is extended in writing by Grantee.

(b) Within the initial seven year easement period, this easement may be terminated by Grantor with Grantee's consent in writing upon Grantor's showing of any of the following:

(i) The Property is to be sold and the buyer requires removal of this easement as a condition of the purchase and sale; or

(ii) The Property is to be refinanced and the lender requires removal of this easement as a condition of the refinancing; or

(iii) The Property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Artwork; or

(iv) Circumstances have materially changed and the continued existence of this easement or maintenance of the Artwork substantially impedes Grantor's reasonable use and enjoyment of the Property.

Grantee shall not unreasonably withhold consent to termination upon Grantor's satisfactory demonstration of any of the foregoing conditions of termination.

(c) Grantee may terminate this easement at any time at its sole discretion upon thirty days written notice to Grantor, should Grantor fail to substantially perform Grantor's obligations under Section 3. Should Grantee elect to exercise this right of termination, Grantor expressly agrees that the Artwork shall be removed and the Property restored to its prior condition. Such removal shall occur within thirty days of the termination of this easement, unless this period is extended in writing by Grantee.

6. Remedies. The parties acknowledge that breaches of this easement will affect substantial harm to the public interest, that is difficult or impossible to prove as actual damages. The parties agree that the prevailing party in an action for the breach of this agreement shall be entitled to:

(a) Liquidated damages in an amount of \$2,500 per material breach;

(b) Specific performance of the terms of this agreement;

(d) Any other remedies available at law or in equity.

The remedies under this easement are cumulative. The failure to exercise on any occasion any remedy shall not operate to forfeit the remedy on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

7. Notice. Notice shall be made to the following addresses, unless otherwise agreed upon, in writing, by the parties:

To Grantor:

[Add name and address of grantee]

To Grantee:

City of Salem

[Add name and address of proper city official]

With a copy to:

Salem City Attorney's Office

555 Commercial St. SE

Salem, OR 97301-3503

8. Binding Effect. This easement shall run with the land and be binding upon and inure to the benefit of the Grantor and Grantee, and their respective successors or assigns, and any person or entity acquiring any right, title, or interest in the Property.

9. Contractual Relationships; Assignment. This easement does not constitute either party as the agent or legal representative of the other for any purpose whatsoever. The parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever.

10. Amendments. The parties expressly reserve the right to modify this easement, from time to time, by mutual agreement. No modification or amendment of this easement shall be effective unless in writing, signed by authorized representatives of the parties, and recorded in the deed records of the appropriate county.

11. Invalidity of Particular Provisions. Should any term, provision, condition or other portion of this easement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this easement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

12. No Waiver. No waiver of full performance by any party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this easement.

IN WITNESS WHEREOF, the City of Salem has caused this agreement to be executed by its duly authorized representative(s) on _____(date).

GRANTOR:

By: _____

[SIGNATURE OF GRANTOR'S REPRESENTATIVE], Grantor

(name and title of grantor representative)

STATE OF _____)

ss.)

County of _____)

This instrument was acknowledged before me on _____, 20____ by
_____ as _____ of the
Grantor.

Notary Public – State of Oregon

GRANTEE:

Accepted on behalf of the City of Salem:

By: _____

[SIGNATURE OF GRANTEE'S REPRESENTATIVE], Grantee

(name and and title of city representative)