

ADDRESS: 125 S 18TH ST

Proposal: Legalize mural

Review Requested: Final Approval

Owners: Allan Domb Realty/18th and Sansom LLC

Applicant: Jane Golden, Mural Arts Program

History: 1937; Louis Magaziner, architect

Individual Designation: None

District Designation: Rittenhouse Fidler Residential Historic District, Contributing, 2/8/1995

Staff Contact: Randal Baron, randal.baron@phila.gov, 215-686-7660

BACKGROUND:

This application proposes to legalize a mural installed without the Historical Commission's approval or a building permit on the Sansom Street façade of this Moderne structure in the Rittenhouse-Fidler Residential Historic District.

SCOPE OF WORK:

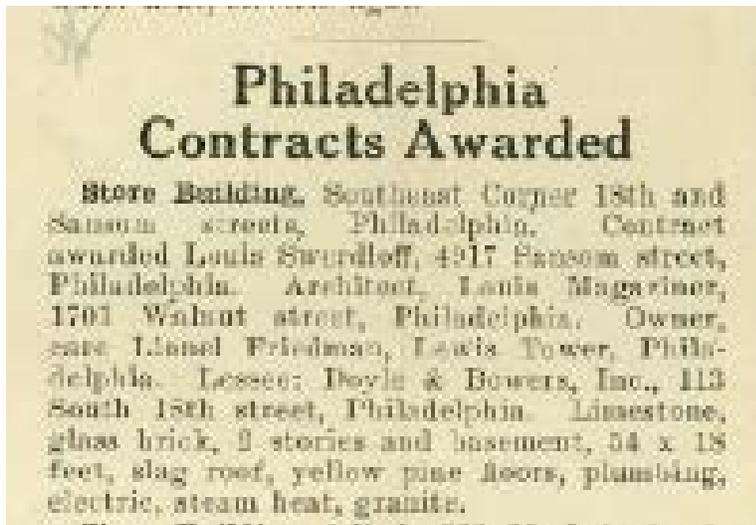
- Legalize mural

STANDARDS FOR REVIEW:

The Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines include:

- *Standard 9: New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.*
 - The proposed mural does not comply with this Standard because it changes the appearance of the historic street façade.
- *Historical Commission Rules & Regulations, 6.8.a.2: Murals shall not be placed directly upon historic fabric.*
- *Historical Commission Rules & Regulations, 6.8.a.3 Murals shall not be placed in a manner that obscures historic fabric.*
 - The proposed mural is placed directly on historic fabric and obscures historic fabric.

STAFF RECOMMENDATION: Denial, pursuant to Standard 9 and the Historical Commission's Rules & Regulations 6.8.a 2 and 6.8.a.3.



Philadelphia Real Estate & Builders' Guide, vol. 52, no. 3, 20 January 1937

APPLICATION FOR BUILDING PERMIT



CITY OF PHILADELPHIA
 DEPARTMENT OF LICENSES AND INSPECTIONS
 MUNICIPAL SERVICES BUILDING - CONCOURSE
 1401 JOHN F. KENNEDY BOULEVARD
 PHILADELPHIA, PA 19102
 For more information visit us at www.phila.gov/li

APPLICATION # _____

(Please complete all information below and print clearly)

ADDRESS OF PROPOSED CONSTRUCTION:

1728 Sansom St. and 125 S. 18th St., Phila., PA 19103

APPLICANT: Jane Golden
Mural Arts Philadelphia
 COMPANY NAME

APPLICANT'S ADDRESS:
1729 Mt. Vernon St.
Phila., PA 19130

PHONE # 215.685.0760 FAX # 215.685.0757

LICENSE # _____ E-MAIL: jane.golden@
muralarts.org

PROPERTY OWNER'S NAME:
ADA 18th & Sansom LLC.

PROPERTY OWNER'S ADDRESS: c/o Allan Domb Real Estate
1845 Walnut St., Suite 2200
Phila., PA 19103, Attn: Allan Domb

PHONE # 215-545-1500 FAX # _____

ARCHITECT/ENGINEER IN RESPONSIBLE CHARGE
N/A
 ARCHITECT/ENGINEERING FIRM:

ARCHITECT/ENGINEERING FIRM ADDRESS:
N/A

PHONE # _____ FAX # _____
 CONTRACTOR:

LICENSE # _____ E-MAIL: _____
 CONTRACTING COMPANY ADDRESS:

CONTRACTING COMPANY: Hydroman, if needed.

PHONE # _____ FAX # _____

LICENSE # _____ E-MAIL: _____

USE OF BUILDING/SPACE

ESTIMATED COST OF WORK
 \$ _____

BRIEF DESCRIPTION OF WORK: Legalize mural.

TOTAL AREA UNDERGOING CONSTRUCTION: _____ square feet

COMPLETE THESE ITEMS IF APPLICABLE TO THIS APPLICATION:
 # OF NEW SPRINKLER HEADS (suppression system permits only): _____ LOCATION OF SPRINKLERS: _____
 # OF NEW REGISTERS/DIFFUSERS (hvac/ductwork permits only): _____ LOCATION OF STANDPIPES: _____

IS THIS APPLICATION IN RESPONSE TO A VIOLATION? NO YES VIOLATION #: _____

All provisions of the building code and other City ordinances will be complied with, whether specified herein or not. Plans approved by the Department form a part of this application. I hereby certify that the statements contained herein are true and correct to the best of my knowledge and belief. I further certify that I am authorized by the owner to make the foregoing application, and that, before I accept my permit for which this application is made, the owner shall be made aware of all conditions of the permit. I understand that if I knowingly make any false statement herein I am subject to such penalties as may be prescribed by law or ordinance.

APPLICANT'S SIGNATURE: [Signature] DATE: 1 / 14 / 2020

on behalf of
 Mural Arts Phila.



Mural Arts Philadelphia

A PROGRAM OF THE CITY OF PHILADELPHIA

MURAL LEGALIZATION PROPOSAL

SITE ADDRESS: 1728 Sansom Street and 125 S. 18th Street, Philadelphia, PA

PROPERTY OWNER: ADR 18th & Sansom, LLC

COMMISSIONED BY: Mural Arts Philadelphia

BACKGROUND INFORMATION

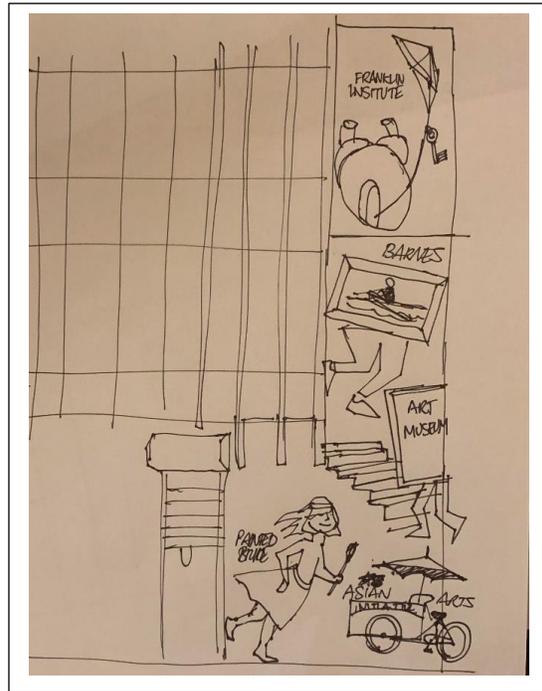
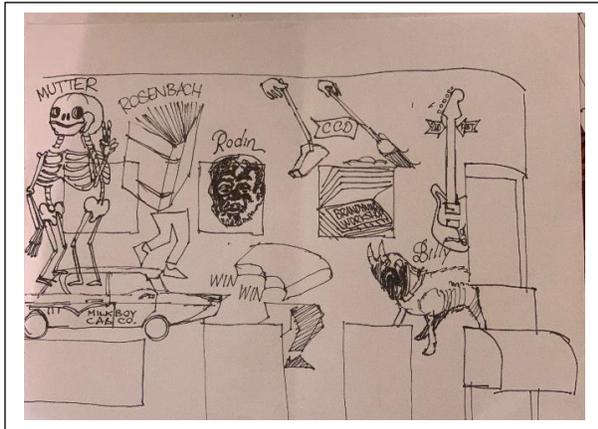
Stephen Powers was engaged by Mural Arts Philadelphia to create a mural on a garage at 1728 Sansom Street owned by ADR 18th & Sansom, LLC. The address falls outside the Rittenhouse-Fitler Historic District. The artistic concept focused on cultural institutions and historical personalities from Philadelphia and the immediate neighborhood; along with some restaurants and contemporary personalities. The sketches included in this proposal were presented to Mr. Domb as a starting point.

Stephen Powers (artist) and Allan Domb (property owner) subsequently discussed – according to the project manager – adding the side of the building at the corner, 125 S. 18th Street to the scope of work for the project. This second address falls within the Rittenhouse-Fitler Historic District.

A wall authorization form (see attached) including both addresses was signed; however, the project manager did not pursue property research through the Philadelphia Historical Commission before beginning work, contrary to Mural Arts' standard protocol.

In response to notification by the Philadelphia Historical Commission that the mural was not legal, Mural Arts met with Mr. Domb and Randal Baron to discuss the matter. Mural Arts is now seeking to have the mural legalized.

ARTIST'S PRELIMINARY SKETCHES



SITE PHOTOS – BEFORE



1728 Sansom Street



125 S. 18th Street

PHOTOS OF COMPLETED MURAL



1728 Sansom Street



125 S. 18th Street

ARTIST'S BIO

Steve Powers (ESPO) (American, b. 1968) is an artist closely associated with the graffiti movement of the 1990s. In 2000, he committed himself to becoming a studio artist, concentrating on colorful, recognizable subject matter. Working under the alias of ESPO (Exterior Surface Painting Outreach), Powers has come to be recognized for his bright color palette and clever messages. His work has appeared in the Liverpool and Venice Biennale. Powers was awarded a Fulbright Scholarship in 2007. Acclaimed contemporary art dealer Jeffrey Deitch has called Powers "one of the innovators."

ARTIST'S CONTRACT

See attached.

WALL AUTHORIZATION

See attached.

LETTER OF SUPPORT

See attached.

MURAL AUTHORIZATION AND LICENSE AGREEMENT

THIS MURAL AUTHORIZATION AND LICENSE AGREEMENT (this "Agreement") dated October 24, 2018, is made by PHILADELPHIA MURAL ARTS ADVOCATES, a Pennsylvania nonprofit corporation with an address at 1727-29 Mount Vernon Street, Philadelphia, PA 19130 ("Licensee"), and ADR 18TH & Sansom, LLC, a Pennsylvania limited liability company with an address at 1845 Market Street, Suite 2200, Philadelphia, PA 19103 ("Licensor"; each a "Party" and collectively, the "Parties").

BACKGROUND

A. Licensor is the owner of the real estate and improvements thereon located at 1728-40 Sansom Street and 125 S. 18th Street (the "Property").

B. The Parties desire to enter into this Agreement to grant Licensee a license whereby Licensee, subject to the terms and conditions set forth below, shall have the right to create, install, maintain, repair, clean and restore (including reasonable rights of ingress and egress to accomplish the same) a mural (the "Mural") at the approximate location identified in Exhibit "A" (the "Mural Location").

AGREEMENT

NOW, THEREFORE, in consideration of the Background, which is incorporated herein as if set forth below in full, the Parties, intending to be legally bound hereby, agree as follows:

1. Grant of License. Licensor hereby grants Licensee, its authorized agents, employees and subcontractors, a license as is necessary or appropriate to create, install, maintain, repair, clean, restore and/or decommission (as applicable) the Mural at the Mural Location, including reasonable rights of ingress and egress to accomplish the same (the "License"). The License shall include the right to erect and maintain equipment, including but not limited to scaffolding or lifts, as necessary during the installation and maintenance of the Mural, and the performance of other work on the Mural contemplated by this Agreement; provide, however, that any such scaffolding shall be erected at time and locations approved in advance by Licensor and shall not unreasonably interfere with to the Property by tenants of Licensor or their invitees. The grant of the License is subject to the special conditions (if any) listed in Exhibit "B", and subject to Licensee obtaining all required permits or approvals from any governmental authority having jurisdiction over the Property.

2. Access to Property. Before entering the Property to exercise the rights under the License, Licensee shall provide Licensor with at least 24 hours' prior written or telephonic notice, or, in the case of an emergency, such notice which is reasonable under the particular circumstances. At all times when Licensee is performing work on the Property, Licensee shall use reasonable efforts to exercise the rights under the License without material interference with Licensor's (and, to the extent applicable, any of Licensor's tenants on the Property's) use and enjoyment of the Property. Licensee shall honor any reasonable request by Licensor to delay or reschedule work before re-entering the Property for purposes of cleaning,

repairing, restoring or maintaining the Mural. Licensor shall take reasonable care to warn Licensee of any non-obvious risks of personal injury arising from the nature or condition of the Property or the improvements thereon.

3. Modifications to Property. Upon the installation of the Mural at the Mural Location, Licensee shall leave the Property as Licensee found the Property prior to the commencement of work under the License, except for:

- (i) the addition of the Mural (including any superficial alterations to the Mural Location necessary to prepare the Mural Location for the Mural installation, including but not limited to the removal of any signs obstructing the Mural Location); provided, however that no sign on the Property shall be altered or removed without the prior written consent of Licensor, which consent may be granted or withheld in Licensor's sole discretion, and
- (ii) conditions created or caused by Licensor or third parties unrelated to Licensee or the Mural's installation.

4. Licensor Activity. Licensor shall not repair, alter, restore or remove any portion of the Mural or take any actions that would cause the Mural to be damaged, permanently removed or otherwise obstructed from public view, except:

- (i) in the event of the termination of this Agreement under Section 5, or
- (ii) when Licensor has reasonably determined that repair or removal of the Mural is necessary to eliminate an imminent threat of physical injury to persons or property, Licensor has notified Licensee in writing of the situation, and Licensee has failed to remedy the situation within a reasonable period after receiving such notice.

5. Term. The term of this Agreement shall commence on the date hereof and shall terminate upon the earlier to occur of:

- (i) Licensee's decision to decommission the Mural, provided that Licensee notifies Licensor in writing at least sixty (60) days prior to such decommissioning and shall seal, remove and/or paint over the Mural in a neutral color as reasonably selected by Licensee at the time of decommissioning and which shall be painted so as to match the surrounding area of the wall on which the Mural was installed, or
- (ii) Licensor's reasonable decision to build over, substantially block the view of, or remove the Mural, provided that Licensor notifies Licensee in writing at least sixty (60) days prior to such obstruction or removal and shall grant Licensee reasonable access to the Property to document or remove the Mural prior to such obstruction or removal.

This Agreement shall automatically terminate and be null and void upon the decommissioning, obstruction or removal of the Mural as described in this paragraph.

6. Maintenance. Licensee shall use reasonable efforts to perform routine maintenance of the condition and appearance of the Mural, provided that any such maintenance shall be limited to the Mural itself, and Licensee shall not be responsible for performing any maintenance or repair of any portion of the building upon which the Mural is located. Licensee shall provide Licensor with reasonable advanced notice prior to performing such maintenance, and Licensee's access to the Property for the purposes of performing such maintenance shall be subject to the terms of this Agreement. In the event of casualty, vandalism, other damage to the Mural, or the unavailability of funds, Licensee may elect to decommission the Mural pursuant to the terms of Section 5(i) above in lieu of repairing or restoring the same. Licensee's activities shall not disturb the quiet enjoyment of any tenant of the Property.

7. Notices. Any notices sent in connection with this Agreement shall be sent to the addresses listed below by U.S. mail or electronic mail.

If to Licensor:

ADR 18th & Sansom, LLC
c/o Allan Domb Real Estate
1845 Walnut Street, Suite 2200
Philadelphia, PA 19103
Attn: Allan Domb
Phone: 215-545-1500
E-mail: domb@allandomb.com

If to Licensee:

Philadelphia Mural Arts Advocates
Lincoln Financial Mural Arts Center
at the Thomas Eakins House
1727-29 Mount Vernon Street
Philadelphia, PA 19130
Attn.: Ms. Magda Martinez
Phone: (215) 685-0750
E-mail: magda.martinez@muralarts.org

8. Indemnification. To the fullest extent permitted by law, Licensee agrees to indemnify, defend and hold-harmless Licensor from and against any and all claims, suits, actions, liabilities, damages, and/or expenses (including without limitation, legal fees and court costs) relating to any and all bodily injury (including death) and/or damage to property to the extent arising from the gross negligence or willful misconduct of Licensee in connection with this Agreement, except to the extent arising from the negligence of the Licensor.

9. Insurance. Licensee shall provide evidence of general liability insurance naming Licensor as additional insured.

10. Miscellaneous.

(a) This Agreement shall bind Licensor and its/his/her successors in title and shall run with the land and bind the Property during the term of this Agreement. Prior to any sale or transfer of the Property by Licensor to a third party, Licensor shall (i) provide a copy of this Agreement to such third party and (ii) provide Licensee with the contact information for such third party.

(b) This Agreement, its interpretation, construction and enforcement, shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its rules on conflict of laws.

(c) This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between them with respect to the subject matter hereof.

(d) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. A facsimile or electronic signature shall be deemed an original for purposes of this Agreement.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, intending to be legally bound hereby, as of the date hereof.

LICENSOR:

By: 

Name: Allan Domb

Title: Sole Member

LICENSEE:

**PHILADELPHIA MURAL ARTS
ADVOCATES, a Pennsylvania nonprofit
corporation**

By:  _____

Name: Magda Martínez

Title: Chief Operating Officer

EXHIBIT "A"

MURAL LOCATION



EXHIBIT "B"

SPECIAL CONDITIONS

ARTIST EMAIL:
lookforstevepowers@gmail.com

ARTIST PHONE#:
917-541-0604

MURAL ARTS ADVOCATES
PROJECT ADDENDUM

Project #: 2019-033

This Project Addendum is entered into as of the date below by and between Philadelphia Mural Arts Advocates, 1729 Mt. Vernon Street, Philadelphia, PA 19130 (“MAA”) and **Stephen Powers d/b/a Mark Surface International**, having a residence/business address located at 259 West 12th Street Apt. 5A, New York, NY 10014 (the “Artist”), for an art project currently titled **Ode to Rittenhouse Square** (the “Artwork”) to be located at **1728 Sansom** (the “Site”).

The Artwork and all related Services and Deliverables, including Design Materials, will be referred to as the “Project.” All work on the Project shall be performed in accordance with the terms of the Governing Principles Agreement (the “GPA”) signed by the Artist and this Project Addendum, which together constitute the Agreement for work on the Project. MAA encourages the Artist to review this Project Addendum in conjunction with the GPA, a copy of which can be obtained from the MAA Project Manager, if needed.

A. **Scope of the Project.** The Artist is being engaged to work on this Project as a:

Lead Artist Design Artist Lead Muralist Restoration Artist Assistant Artist

The Artist's Project Manager on the Project is: **Brian Campbell 215-287-4753.**

Other Artists working on this Project and their classifications are: Mike Levy

The Artist shall provide Services to consist of: create a mural on the North-facing wall of the property at 1728 Sansom Street along the ground and up portions of the parking garage as approved by wall owner. Based on the drawings the artist has submitted and additional drawings, this mural will reflect the community and cultural life of Philadelphia and more specifically, the Rittenhouse Square neighborhood.

[Insert description of Artwork and Associated Activities, such as Promotional and Educational Activities]

B. **Services and Deliverables.** The Artist shall provide the following Services and Deliverables at the requested times.

1. The Project will consist of the following Project phases:

Workers' Compensation

If the Artist does not have insurance, the Artist will be assessed 4% of the compensation provided in Section C.

E. **Waiver of Rights under the Visual Artists Rights Act (VARA).** In accordance with Section 6(d) of the GPA regarding the Artist's agreement to waive VARA rights, the Artist hereby confirms that he or she waives all rights that she or he may otherwise be deemed to have under the Visual Artists Rights Act, 17 U.S.C. §106A, the Pennsylvania Fine Art Preservation Act, 73 P.S. §§ 2101 et seq., or any other moral rights law of any state or country, in relation to the Project, for any and all uses of the Artwork, and will not impede, control, or demand any alterations, restoration or any other changes to the Project at any time.

F. **Copyright.**

1. Copyright in the Design.

Copyright in the design for the Artwork and all related Design Materials will be owned solely by the Artist who creates them (whether acting in capacity of Design Artist or Lead Artist). No Lead Muralist, Assistant Artist, or Restoration Artist shall have any interest in such copyright. The Lead Artist or Design Artist hereby grants MAA a royalty-free license to reproduce the design and any Design Materials in connection with the Project, in order to create the Artwork and to publicize the Project and/or MAP. The Lead Artist or Design Artist further acknowledges that the Artwork has been commissioned to be a site-specific work of public art and will therefore refrain from reusing the design or Design Materials for any other public art project.

2. Copyright in the Artwork.

a. Lead Artist. In consideration of the Compensation set forth in this Project Addendum, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Lead Artist hereby assigns to MAA and MAP a one-half interest in the copyright, together with all renewals and extensions of such copyright that may be obtained under the laws now or hereafter in force and effect in the United States and any other country or countries.

b. Design Artist. In consideration of the Compensation set forth in this Project Addendum, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Design Artist hereby assigns to the Lead Muralist a one-quarter interest and to MAA and MAP a one-half interest in such copyright, together with all renewals and extensions that may be obtained under the laws now or hereafter in force and effect in the United States and any other country or countries.

SIGNATURES:

Artist Stephen Powers

Date: 10/11/18

Tim B. Galt
PMO Manager

Date: 11/1/16

Brian Campbell
Project Manager

Date: 10/11/18

Mark Allen
~~CEO~~ Director of Finance

Date: 12/14/16



RITTENHOUSE ROW

October 9, 2019

Mr. Randal Baron
Philadelphia Historical Commission
1515 Arch Street, 13th Floor
Philadelphia, PA 19106

Dear Mr. Baron,

I am writing this letter in support of a mural the Mural Arts Program painted using Philadelphia-born and bred artist Stephen Powers in the fall of 2018 at 18th and Sansom Streets. We were consulted during the design process and gave a number of suggestions of individuals and organizations in the immediate Rittenhouse Square area to be identified in the mural. We understand the quiriness of the artist, who while Philadelphia-born, has made a name for himself in New York City and internationally with his Love Letter and other tongue-in-cheek text and image based murals, which we have come to love.

Philadelphia's landscape and the Rittenhouse Square neighborhood have changed dramatically over the past ten years or so and the neighborhood has become a lot more hip. We at Rittenhouse Row feel that this fresh new mural perfectly encapsulates the vibe portrayed by the mural and we love it!

I am writing to ask you to grant the Mural Arts Program a waiver to maintain this mural.

Respectfully submitted,

Corie Moskow
Executive Director, Rittenhouse Row
215.518.5526/corie@glosspr.com