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CALIFORNIA



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November 7, 2008

Council of the City of Los Angeles
Planning and Land Use Management Committee
200 North Spring Street
Los Angeles, CA 90012

Council of the City of Los Angeles
Arts, Parks, Health and Aging Committee
200 North Spring Street
Los Angeles, CA 90012

Re: Report on Fine Art Murals
Council Files 08-0515 (LaBonge, Huizar), 08-0530 (Huizar, LaBonge), 08-0530-S1 (Huizar, LaBonge), and 08-1233 (LaBonge, Huizar)

Honorable Members of the Planning and Land Use Management Committee
Honorable Members of the Arts, Parks, Health and Aging Committee

Introduction

On April 17, 2002, the City Council adopted Ordinance No. 174,517, amending the City's Sign Code to prohibit the erection of supergraphic and mural signs, except when they are specifically permitted pursuant to a legally adopted specific plan, supplemental use district or an approved development agreement. The definition of mural sign also includes Fine Art Murals. On March 5, 2008, Council requested a report with recommendations relative to the feasibility of establishing a process which would permit the installation of Fine Arts Murals on private property.

In response to these requests, the Department of City Planning has undertaken extensive research on the practices of other jurisdictions, and on First Amendment considerations. The Department recommends that the City consider the model of Portland, Oregon, which allows Fine Art Murals on easements on private property which are donated to the City. The City, in its role as owner or patron of art, has greater leeway to distinguish based on content than when the City is acting in a regulatory capacity.

PLANNING & LAND
USE MANAGEMENT
ARTS, PARKS, HEALTH & AGING

NOV 13 2008

Background

On March 5, 2008, Councilman LaBonge introduced a motion (CF 08-0515), seconded by Councilman Huizar, requesting a report with recommendations relative to the feasibility of establishing a process which would permit the installation of Fine Art Murals on private property. On March 5, 2008, Councilman Huizar introduced a motion, (CF 08-0530) seconded by Councilman LaBonge, requesting the Department of Building and Safety and the Planning Department to notify the Department of Cultural Affairs and the appropriate Council Office when a property owner has been cited for a violation and is being requested to remove a mural from private property. On March 25, 2008, Councilman Huizar introduced a motion (CF 08-0530-S1), seconded by Councilman LaBonge, requesting that the Department of Building and Safety and the Planning Department cease from issuing citations or notices to comply for murals signs until the City has established a permitting process for fine art murals on private property. On May 14, 2008, Councilman LaBonge introduced a motion (CF 08-1233), seconded by Councilman Huizar, requesting that that the Planning Department, with the assistance of the Department of Cultural Affairs, the Department of Building and Safety, the City Attorney, and the Chief Legislative Analyst, first define what a fine art mural is and to draft an ordinance that addresses the City's need to facilitate new murals and preserve existing murals.

Murals are an integral part of cultural expression in the City. Throughout the City, murals have been created by artists from diverse artistic backgrounds and traditions. Often, murals illustrate important social and cultural issues in the community in which they are created. Indeed, Los Angeles has been called "the mural capital of the world."

The creation and maintenance of murals on private property is governed by the City's sign regulations, which are a part of the City's Zoning Code. These regulations prohibit new murals, except when permitted by a specific plan, an overlay zone, or as part of a development agreement. In most cases, new murals cannot be created, and the validity of existing murals is called into question. As a result, emerging artists are denied the opportunity to create important new works of art, and the City's treasure of existing murals is slowly being lost.

Currently, the City is working to restore its murals and protect them from destruction and vandalism. The City has recently undertaken efforts to ensure that processes are in place to protect and preserve murals. While the City is addressing protection of murals on public property, it is equally as important to extend efforts to address issues facing murals on private property, especially considering that the majority of murals in the City are painted on private property.

There has been a significant increase in the issuance of citations relative to murals that are painted on private property. The citations ultimately result in the murals being removed from private property in order to comply with the Sign Code for mural signs or advertisements. Since many of the murals are painted in response to the occurrence of graffiti on walls, their removal ultimately encourages further graffiti vandalism. It is

important that these murals be protected until the City formally adopts procedures, as recommended in this report, for permitting murals on private property.

The bottom line is that the City's current sign regulations are not up to the challenge of facilitating the creation of new murals or the preservation of existing ones. Instead, a new law is needed.

Discussion

The City cannot regulate signage on the basis of content, due to First Amendment to the Constitution considerations. Thus, the concept of regulation of time, place and manner was explored as a basis of regulation of Fine Art Murals. It quickly became apparent, however, that such a regulation would have the effect of limiting the artistic product, and would not be acceptable to the stakeholders in the Fine Art Murals community. Further, a time, place and manner regulation, being content-neutral, would also allow such signs as supergraphics, and murals containing commercial messages, and lead to the proliferation of further advertising blight.

Staff investigated approaches taken by other jurisdictions in regulating Fine Art Murals. The most promising was that taken by the City of Portland, Oregon, which faced the same challenges as Los Angeles in the regulation of Fine Art Murals. In 1998, the largest owner of billboards in Portland, AK Media, filed a lawsuit against the city claiming that by exempting murals from its sign regulations, the city was discriminating against advertising in favor of murals. This was alleged to violate the free speech provisions of both the Oregon and United States Constitutions. The Multnomah County Circuit Court ruled in AK Media's favor, finding that the city had made an unconstitutional distinction between two types of speech, and was therefore regulating speech based on content.

Upon appeal, the Court of Appeals of Oregon held that it was without jurisdiction, and remanded the case to the Multnomah County Circuit Court. In *Clear Channel Outdoor v. City of Portland*, the court held that "there are many ways in which the City promotes art and other activities which could presumably include mural art. And, at least for purposes of the federal Constitution, the law of 'limited public forum' permits a governmental entity to discriminate reasonably in the purposes for which a forum of the entity's creation can be used—including prohibiting altogether whole categories of 'speech'—as long as the process retains viewpoint neutrality and does not run afoul of some other forbidden basis of discrimination such as religion."

Thus, there is authority under the First Amendment suggesting that when the government is acting as a patron of art, or is displaying art in publicly owned places, there is greater (but not unfettered) leeway to distinguish based on content than when the government is acting in a regulatory capacity. Following this reasoning, the City of Portland exempted all public art, including public art murals, from its Sign Code, and in its proprietary capacity, displays art in spaces it either already owns or which are donated to it for that purpose. With regard to its public art collection, including public art

murals, Portland acts as a patron of arts, not as a regulator. It's Sign Code remain unchanged, and all expression previously available under the Sign Code remains available. The Sign Code exempts only public art (that is, art funded by the City/Public Art Trust Fund and owned by the City) in public locations (in/on publicly owned buildings or spaces or in/on easements donated to the City). This distinguishes this exemption from the blanket exemption for murals previously held to be unconstitutional since it was based upon content.

The Regional Arts and Culture Council (RACC) already administered an existing public art program that was expanded to include public art murals. New murals are reviewed by the Public Art Advisory Committee (PAAC), a standing RACC committee that is responsible for overseeing the City's Public Art Program. Committee members include artists, arts advocates and professionals as well as a representative from the City's Design Commission. The program provides funding for murals that reflect a diversity in style and media and encourages artists from diverse backgrounds and range of experience to apply.

Building owners who wish to donate wall space to the public for a RACC-approved public art mural may do so by granting an Art Easement for placement of a public art mural on their building to the City of Portland. Easements are for five or more years. The City can accept or decline any easements for public art murals which are offered to it. Public Art Easements are managed by the City's property manager, as with other publicly owned property. Real estate attorneys, lenders and real estate developers in Portland have provided assurances that the public Art Easement, which allows for termination in select circumstances, should not pose a barrier to securing loans or to sale or transfer of affected properties.

The RACC public art approval criteria to be used in evaluating public art murals include artistic quality, originality, context, permanence, diversity, feasibility, scale and community support. The public art selection process evaluates the artistic quality and originality of proposed murals. It also promotes murals that are aesthetically pleasing, creative and unique additions to Portland's neighborhoods. Like other works of public art administered by the RACC, public art murals are owned by the public. Public art murals are placed on wall space that is either already owned by the public (such as on the walls of publicly owned buildings) or on wall space that is dedicated to the public through a public Art Easement.

The RACC reviews proposals for public art murals pursuant to the criteria mentioned above. Such reviews are conducted by the PAAC, which includes representatives from the Design Commission, as well as artists and arts patrons. Public notice of proposed public art murals is given to representatives of the community who are interested in or may be affected by the public art. These representatives can include neighborhood and business associations, adjoining neighbors, as well as the Landmarks Commission if the public art is proposed in areas of historical significance. Members of the public have an opportunity to review and comment on proposed murals.

Murals approved through this program become part of the City's public art collection for as long as the Art Easement remains in effect. The number of Public Art Murals awarded funding is dependent on the funds available and the number of applicants submitting each year. If a mural project does not request public funding, the applicant must still go through the Mural Approval Process. Thus, in addition to the process of publicly funding murals, Portland can accept "donated" murals through an Art Easement into its public art collection.

Existing Murals

Murals created prior to the City's ban on billboards are, presumably, legal, although now non-conforming, provided that they complied with all relevant portions of the Sign Code in effect at the time that they were created. They therefore will be unaffected by any changes in the City's regulations. Murals created while the billboard ban was in effect are, presumably, not legal. They can become part of an easement in favor of the City on the building on which they are painted, and go through the existing process of approval by the Cultural Affairs Commission.

Recommendation

Staff recommends that the Planning Department, in conjunction with the City Attorney and the Department of Cultural Affairs, be instructed to prepare a citywide ordinance that amends, where necessary, the Zoning Code and the Administrative Code to adapt the Portland model for regulating Fine Art Murals to the City of Los Angeles. The advantage of the "Portland process" is that it avoids regulating Fine Art Murals based upon content, or upon time, place and manner. The City becomes an owner or patron of murals, and so has greater latitude in dealing with them than if the City were regulating them as if they were signs.

For further information, please contact Alan Bell at (213) 978-1322 or Michael O'Brien at (213) 978-1346.

Sincerely,



MICHAEL J. LOGRANDE
Chief Zoning Administrator

ML:AB:MOB

cc: Olga Garay, Department of Cultural Affairs
Hector Buitrago, Department of Building and Safety

Attachment: Portland Public Art Mural Program Guidelines and Application

Public Art M U R A L Program

guidelines + application

July 1, 2008 - June 30, 2009



REGIONAL ARTS & CULTURE COUNCIL

108 NW 9th Avenue, Suite 300, Portland, OR 97209-3318
Tel: 503.823.5111 | Fax: 503.823.5432 | TDD# 503.823.6868
Email: info@racc.org | www.racc.org

Public Art Mural Guidelines

BACKGROUND

The Public Art Murals Program is a City of Portland program administered by the Regional Arts & Culture Council (RACC) as part of its Public Art Program. New murals are reviewed by the Public Art Advisory Committee (PAAC), a standing RACC committee that is responsible for overseeing the City's Public Art Program. Committee members include artists, arts advocates and professionals as well as a representative from the City's Design Commission. The program provides funding for murals that reflect a diversity in style and media and encourages artists from diverse backgrounds and range of experience to apply. Murals approved through this program become part of the City's public art collection for as long as the Art Easement (see attached form) remains in effect.

ELIGIBILITY AND FUNDING CRITERIA

Eligibility Criteria

Any individual/organization intending to create a mural on an exterior wall that is visible from the public right-of-way, larger than 200 square feet and within the boundaries of the City of Portland must apply for approval through the Public Art Mural Program. If the mural will be 200 sq ft or smaller, the applicant has the option of applying for a sign permit through the City of Portland's Permit Office, 1900 SW 4th. Not-for-profit organizations may be eligible for a waiver of the sign fee. Sign permits can be downloaded at www.portlandonline.com/bds.

Applicants to the Public Art Mural Program may be:

1. An individual artist or a group of artists (eligible for up to \$10,000 in matching funds); or
2. Students enrolled in an art program at a degree-granting institution (eligible for up to \$2,500 in matching funds); or
3. A building owner (NOTE: A building owner is required to sign an Art Easement form with the City, agreeing to keep and maintain the mural on the approved site for no less than five years); or
4. A "not-for-profit" organization. This includes registered neighborhood associations, citizen-based groups and organizations with IRS 501(c)(3) status. However, IRS 501(c)(3) status is not required. The definition of a "not-for-profit organization" is an organization whose primary purpose is to serve and to provide general benefit to the public and the organization's or group's net earnings are not distributed to those who control it.

Public art murals will not be approved on historic landmarks or in historic districts until RACC and the Landmarks Commission agree upon a review process that best serves the public's interest in these unique structures and areas. For links to maps of historic districts in Portland, go to <http://www.portlandonline.com/planning/index.cfm?c=30429>. If a building is a "contributing structure" within an historical district, a mural may not be painted on it.

Funding Criteria

The number of Public Art Murals awarded funding is dependent on the funds available and the number of applicants submitting each year. Applicants/artists may only be funded one time only between the application deadlines of June 1, 2008 and June 3, 2009.

If a mural project does not request public funding, the applicant must still go through the Mural Approval Process outlined on page 3 but does not have to submit a budget.

RACC Info

Applicants are required to meet with RACC staff prior to submitting an application.

Contact:

Peggy Kendellen
Public Art Manager
503.823.4196
pkendellen@racc.org

Deadlines Wednesdays

August 6, 2008

(for review in September)

February 4, 2009

(for review in March)

May 6, 2009

(for review in June)

June 3, 2009

(for review in July)

Review Criteria

artistic merit

concept and execution-

Demonstrated strength of artist's concept and craftsmanship as well as originality of proposed mural

scale - Appropriateness of scale to the wall upon which mural will be painted/attached and/or to the surrounding neighborhood

context - Architectural, geographical, socio-cultural and/or historical relevance to site

community support

General support/advocacy from building owner/user, surrounding neighborhood, adjacent businesses, and arts community

feasibility

Demonstrated ability to complete the proposed mural on time and within budget

Mural Requirements

media

Appropriate media proposed to ensure mural's longevity and durability

structural and surface stability

Commitment to repair mural surface as necessary before painting and to use acceptable graffiti/UV coating on finished mural that provides resistance to vandalism and weather

signed easement form from building owner

Commitment to keep the mural unchanged for minimum of 5 years and to maintain mural during that time

public accessibility, safety and lighting

Compliance with city codes for safety, accessibility and lighting

Funding Criteria (continued)

1. Public art murals may be:
 - a. partially funded with public funds and one-to-one matching with private funds either through in-kind or cash donations; or
 - b. funded in full by an individual/organization who negotiates with the artist.
2. Funds will be awarded based on review criteria.
3. Applicants requesting funds must match the RACC grant request with a one-to-one match of cash or a combination of cash and in-kind contributions. This one-to-one match must be reflected on the application budget page. .
4. Items not eligible for funding through this program include food, purchase of equipment, or staff positions.

MURAL APPROVAL PROCESS

1. Meet with public art staff for initial review of imagery, location, funding and building owner's approval.
2. Submit Public Art Mural Application. Answer all applicable questions in the application. Supplementary materials must include 15 copies of color rendering of proposed mural, digital images of site and physical surroundings, a project timeline, and other materials as agreed upon with RACC.
3. Present the mural proposal to RACC's Public Art Advisory Committee (see meeting schedule on page 2). Meeting notice is sent to applicable neighborhood groups identified for regular notification by the City. Following the presentation, a decision is made based upon adopted review criteria for public art murals (see sidebar). RACC Board reviews/approves recommendations for funding prior to applicant receiving a contract. If proposal is not approved, applicant may return to the PAAC for approval after addressing recommendations.

After mural is approved by RACC:

4. Building owner provides a notarized signed Art Easement agreement which is then signed by the City of Portland and filed with Multnomah County.
5. *If receiving public funding, applicant signs agreement with RACC to receive payments. If not receiving public funding, RACC sends applicant official notification of approval to proceed.*
6. Artist signs form agreeing to terms of Art Easement agreement and waiver of rights under the federal Visual Artist Rights Act that would interfere with the performance of any rights under the Art Easement agreement.
7. Artist begins mural.
8. Applicant notifies RACC public art staff, and Diana Lee Holuka, City Property Manager, at 503-823-6932, of completion of mural.
9. Applicant provides RACC with digital images of completed mural for RACC's on-line gallery of the Public Art Mural Program.

application

Public Art Mural Program

Applicants must submit fifteen copies of completed application on 8.5" x 11" white paper.
Application must be either typed (10 point or larger font) or printed clearly.

CONTACT INFORMATION

Lead Artist's Name _____

Applicant's Name (if different from artist) _____

Applicant's Mailing Address _____

City/State/Zipcode _____

Home Phone _____

Cell Phone _____

Email _____

Website _____

Funds requested from RACC (refer to funding criteria on p. 2) \$ _____

Proposed mural location (street address/intersection) _____

Project start date: _____ Proposed completion date: _____

Mail/deliver application to: **Public Art Mural Program
Regional Arts & Culture Council
108 NW 9th, Suite 300
Portland, OR 97209**

FOR OFFICE USE ONLY

Application Received (month/day/year) _____

Presented to Public Art Advisory Committee (month/day/year) _____

Deferred

Approved

Not Approved

required supplementary materials

- *Resumé* of each artist involved in project
- *6 digital images* that highlight artist's original work and best illustrates mural experience
- *15 copies of an image of building within its neighborhood context including the wall on which mural will be painted*
- *15 copies of one color image of proposed mural*
- *Letter of support from building owner* including commitment to sign Art Easement Agreement
- *History of sponsoring organization* (if applicable) including brief narrative, date established and community served
- *Letter(s) of support from community and/or surrounding businesses* (optional)

- 1. Briefly describe the proposed mural and its relation to the building, the surrounding neighborhood and the community served by the business/agency where the wall is located.**

- 2. Describe the wall and site where the mural will be located, including size of mural in relation to actual wall size, street/intersection, direction mural will face, physical condition of wall (cracks, leaks, concrete, wood, etc.), and public accessibility.**

Applicants are encouraged to ensure the best display conditions for a mural and to avoid locations having unavoidable clutter that would obstruct the mural (e.g., dumpsters). If the wall is not in good condition, additional time and money will be needed to prepare the surface.

3. Briefly describe artist's experience working in large scale and collaboratively with community groups (if applicable).

4. Briefly describe reason(s) for requesting Public Art Mural Funds.

5. Explain which expenses will be covered by Public Art Mural funds.

project budget

mark contributions as Confirmed (C) or Projected (P)

	EXPENSES	CONTRIBUTIONS (incl. cash, in-kind)
Lead Artist Fee	\$ _____	_____
Assistant(s) Fee(s)	\$ _____	_____
	\$ _____	_____
Supplies/Materials	\$ _____	_____
Documentation (cost of photographing artwork)	\$ _____	_____
Equipment rental (scaffolding, ladders, etc.)	\$ _____	_____
Liability insurance	\$ _____	_____
Space rental (if applicable)	\$ _____	_____
Transportation	\$ _____	_____
Installation (if applicable)	\$ _____	_____
Other related costs (please list)	\$ _____	_____

CASH CONTRIBUTIONS:

Foundation	_____	\$ _____
Business/Corporation	_____	\$ _____
Individuals	_____	\$ _____
Fundraisers	_____	\$ _____

TOTAL PROJECT EXPENSES	\$ _____
TOTAL CONTRIBUTIONS	\$ _____
FUNDS REQUESTED	\$ _____

After recording return to:
City of Portland
Bureau of General Services
Property Acquisition & Services Manager
1120 SW 5th Avenue, Room 1204
Portland OR 97204

ART EASEMENT

THIS AGREEMENT, effective on _____ (month/day/year), is between
_____ ("Grantor"), and the City of Portland, an Oregon municipal corporation ("City").

RECITALS

A. The City has adopted a program for the placement of art in and on public and private locations throughout the City of Portland. The Regional Arts and Culture Council administers the City's art program.

B. Grantor owns the property legally described in Exhibit A (attached hereto and incorporated herein) and is willing to make said property available to the City for the placement of public art, as defined in Portland City Code section 5.74.020c. (hereinafter, "Artwork"). Said Artwork is described in Exhibit B, attached hereto and incorporated herein.

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 the City, its successors and assigns, an easement for the purpose of installing, maintaining, operating and exhibiting the Artwork described in Exhibit B on and in the real property described in Exhibit A, including any building and structure thereon ("property"). The location of the Artwork shall be as approved by the Regional Art and Culture Council.
2. Term of Easement. This easement shall be for a period of five (5) years from the date of execution. Unless terminated as provided in section 3, below, the easement shall automatically renew thereafter, and shall remain in full force and effect unless and until terminated.
3. Termination.
 - a) At the expiration of the five year easement period, the easement may be terminated by either party upon 30 days written notice to the other party. Grantor expressly agrees and warrants that upon expiration, the Artwork shall be removed and the Property restored to its prior condition. Such removal shall occur within 30 days of the termination of the easement, unless this period is extended in writing by the City.
 - b) Within the initial five year easement term or at any time thereafter, the easement may be terminated by Grantor with the City's consent in writing upon Grantor's showing of any of the following: i) that the property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; or ii) that the property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; or iii) that the property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Artwork; or iv) that circumstances have materially changed and the continued existence of the easement or maintenance of the Artwork substantially impedes Grantor's reasonable use and enjoyment of the Property. The City shall not unreasonably withhold consent to termination upon Grantor's satisfactory demonstration of any of the foregoing conditions of termination.
 - c) The City may terminate the easement at any time at its sole discretion upon 30 days written notice to Grantor, should Grantor fail to substantially perform Grantor's obligations under Section 4, below. Should the City elect to exercise this right of termination, Grantor expressly agrees and warrants that the Artwork shall be removed and the Property restored to its prior condition. Such removal shall occur within 30 days of the termination of the easement, unless this period is extended in writing by the City.

4. Maintenance and Removal of Artwork. Grantor shall be responsible for maintaining and if necessary repairing the Artwork described in Exhibit B during the existence of the easement. The City may remove the Artwork from the property if, in the sole judgment of the City, the Artwork is being excessively damaged, and Grantor fails or refuses to maintain or repair the Artwork after 30 days written notice from the City requesting Grantor to do so. If the City removes the Artwork from the property, the City will restore the property to its original condition. Alternatively, at the City's sole discretion, the City may enter upon the property to maintain or repair the Artwork if Grantor has failed to do so after 30 days written notice from the City that the Artwork requires maintenance or repair.

5. Right of Entry. The City shall have the right to enter the property described in Exhibit A 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 agreement.

6. Binding Effect. The easement granted in this agreement shall run with the land and be binding upon and inure to the benefit of the Grantor and the City, and their respective successors or assigns, and any person or entity acquiring any right, title, or interest in the property.

7. Contractual Relationships. Assignment. This agreement 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. The parties shall not assign this agreement without the prior written consent of the other.

8. Notice. Notice shall be made to the following addresses, unless otherwise provided for in writing:

City of Portland

Grantor

City of Portland - Bureau of General Services
Property Acquisition & Services Manager
1120 SW 5th Avenue, Room 1204
Portland OR 97204

AND

Portland City Attorney's Office
1220 SW 5th Avenue, Room 430
Portland OR 97229

9. Amendments. The parties expressly reserve the right to modify this agreement, from time to time, by mutual agreement. No modification or amendment of the provisions of this agreement shall be effective unless in writing and signed by authorized representatives of the parties.

10. Remedies. The parties acknowledge that breaches of this Agreement will effect substantial harm to the public interest which harm is difficult or impossible to prove as actual damages in an action hereunder. 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 \$2500 per material breach; b) specific performance of the terms of this agreement, and each of them; c) reasonable attorney's fees; and d) any other remedies available at law or in equity. The rights under this agreement are cumulative. The failure to exercise on any occasion any right shall not operate to forfeit the right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

11. Invalidity of Particular Provisions. Should any term, provision, condition or other portion of this agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this agreement 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 agreement.

13. Term. This agreement may be terminated upon delivery of a letter of termination executed by any party, provided that any such letter shall provided for a 180 day period for the Artwork to be removed.

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

CITY OF PORTLAND, OREGON

By: _____

(print name of city representative)

(print title of city representative)

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by its duly authorized representative(s) on DATE.

GRANTOR:

By: _____

"NAME OF GRANTOR REPRESENTATIVE"

(print name of grantor representative)

(print title of grantor representative)

STATE OF _____)
County of _____) ss.

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

Notary Public – State of _____