

March 5, 2024
Public Hearing

The current proposal is:

Preservation Department – Item 4, LPC-24-04551

**536-538 Broadway, aka 530-538 Broadway – SoHo-Cast Iron
Historic District
Borough of Manhattan**

To testify virtually, please join Zoom

Webinar ID: 812 3265 0627

Passcode: 225184

By Phone: 1 646-558-8656 US (New
York) 877-853-5257 (Toll free) US
888 475 4499 (Toll free)

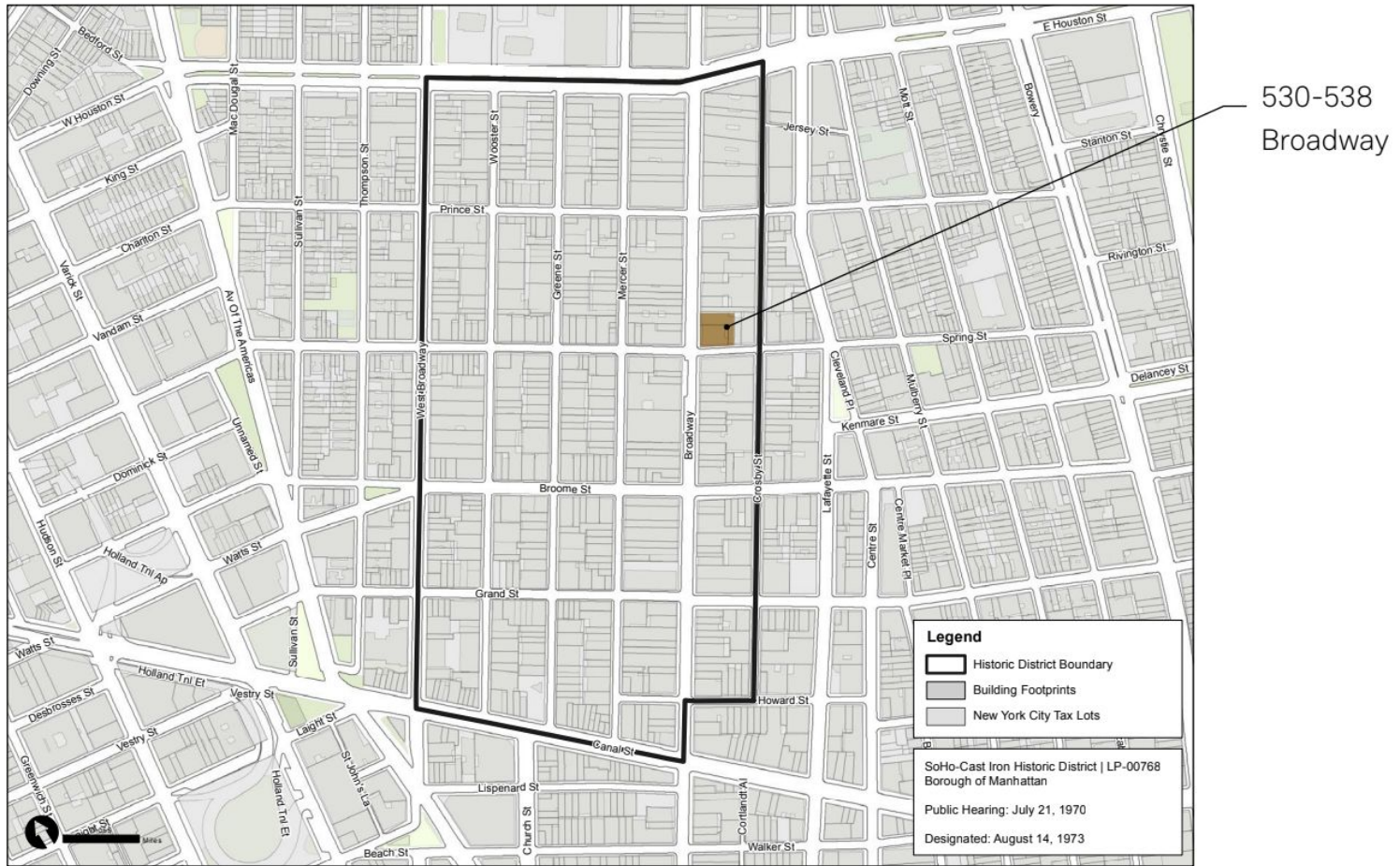
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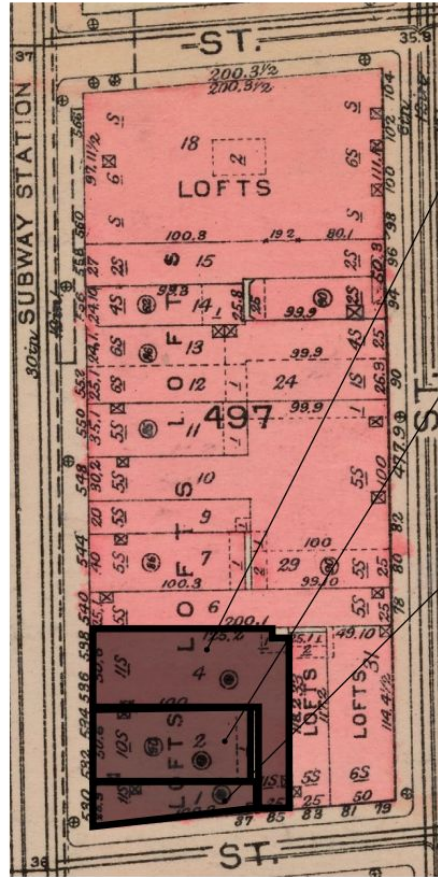
530-538 Broadway

Artwork Master Plan

Landmarks Preservation Commission
Public Hearing Presentation
March 5, 2024







3 536-538 Broadway/ 85 Spring Street
 Constructed: 1902
 Architect: De Lemos & Cordes

1 532-534 Broadway
 Constructed: 1896
 Architect: Ralph S. Townsend

2 530 Broadway
 Constructed: 1898
 Architect: Brunner & Tryon

Bromley Real Estate Atlas, 1925.





Artwork Master Plan Proposed Criteria

LOCATION

- The artwork will be located on a secondary facade that is plain brick
- The artwork will not cover or include any windows and will not detract from any significant architectural feature of the building
- The artwork will be set back from the primary facade a minimum of three (3) feet and a minimum of two (2) feet from the roof line and windows

ARTWORK

- The installation will be 2D and executed with paint
- The installation will cause no damage to protected architectural features
- Artwork will be +/- 50' x 65'
- The applicant will submit a written waiver signed by the artist(s)

TERMS

- The artwork will be changed every 12 months.
- The master plan will be valid for a period of six (6) years



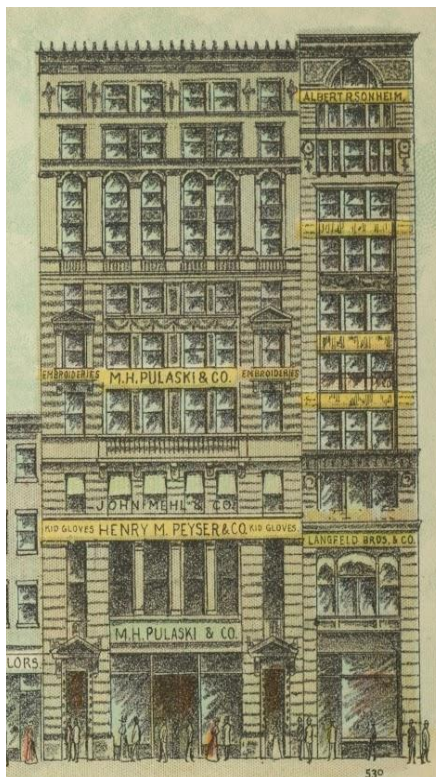
1910



1939



1975



1899



1910



1910



1912



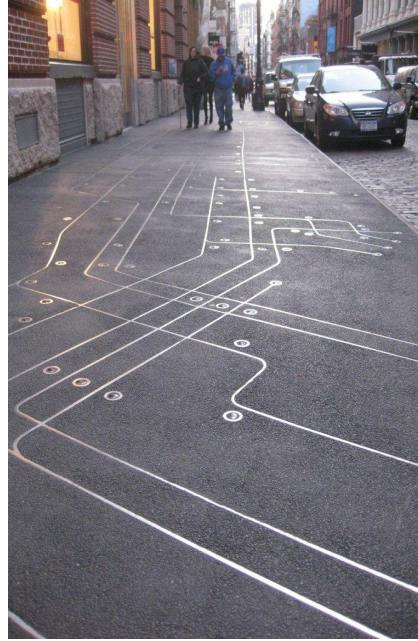
c. 1939-1941



c. 1939-1941



Intersection of West Broadway and Watts Street with metal sculptures by Bobby Bolles. Photo by Edmund Gillon, ca. 1975, Museum of the City of New York.



'Floating on a New York Sidewalk' at 110 Greene Street by Françoise Schein, 1985



Sidewalk engraving by Ken Hiratsuka, Prince and Broadway, 1984



Mel Pekar's mural sponsored by City Walls at Lafayette and Bleecker Street



Mural being completed by Richard Anuszkiewicz on a YWCA building



"Peace" by Jason Crum, West Broadway and Houston, 1969



"The Wall" by Forrest Myers, 599 Broadway, 1973



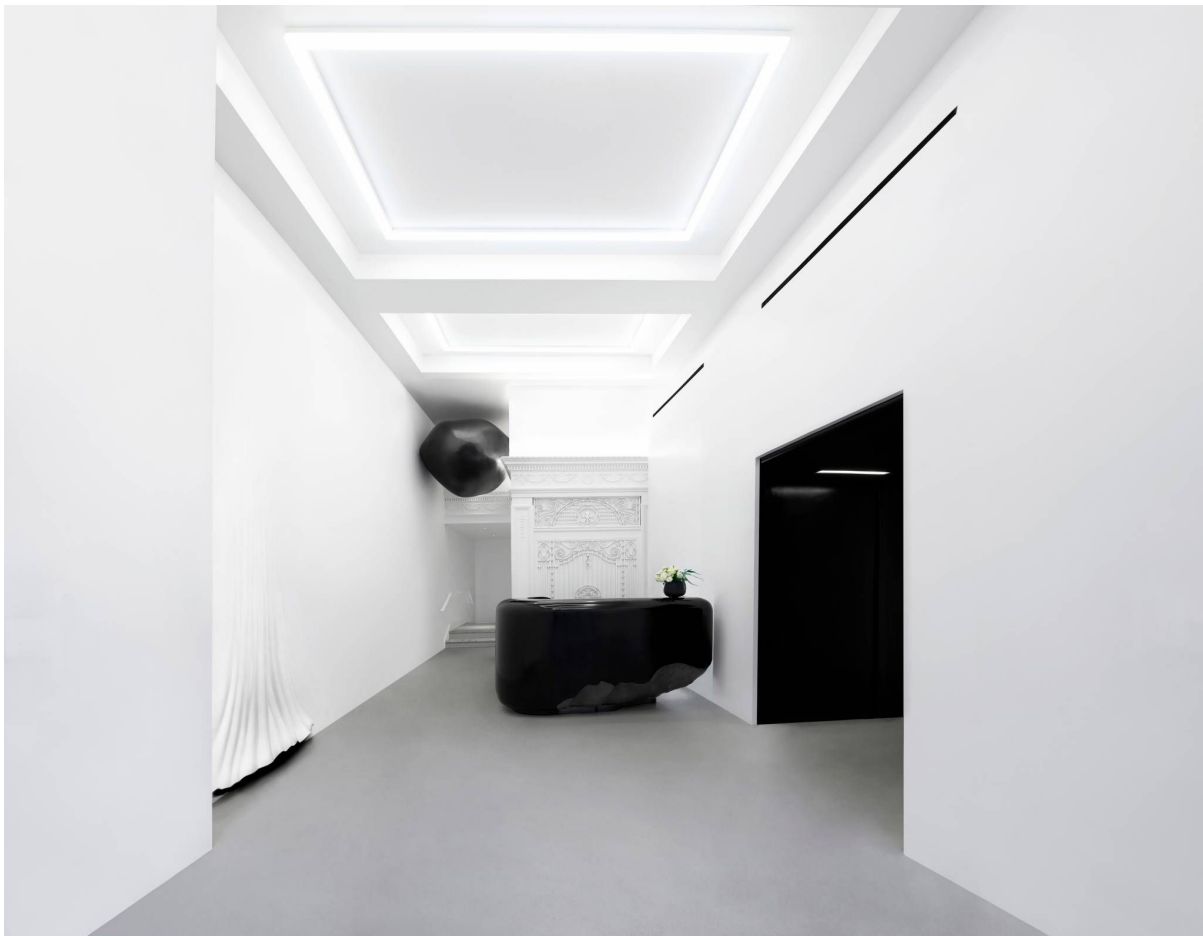
"Untitled" by Mel Pekarsky, Houston b/n Crosby & Lafayette, 1972



Dorothy Gillespie mural at Houston & Mercer Streets, 1975



Trompe l'oeil mural by Richard Haas, Prince & Greene, 1974





Water Tank mural, 190 Bowery



The Gilded Lady mural, 236 Fifth Avenue



Rotating mural masterplan, 95 Horatio Street



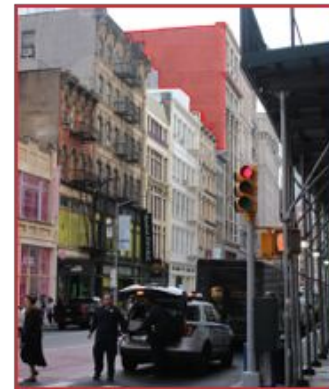
Rotating mural masterplan, 173-177 7th Avenue South



561 Broadway



575 Broadway



Broadway & Prince



Broadway & West Houston



Broadway & Bond



Broadway & Waverly Place



561 Broadway



575 Broadway



Broadway & Prince



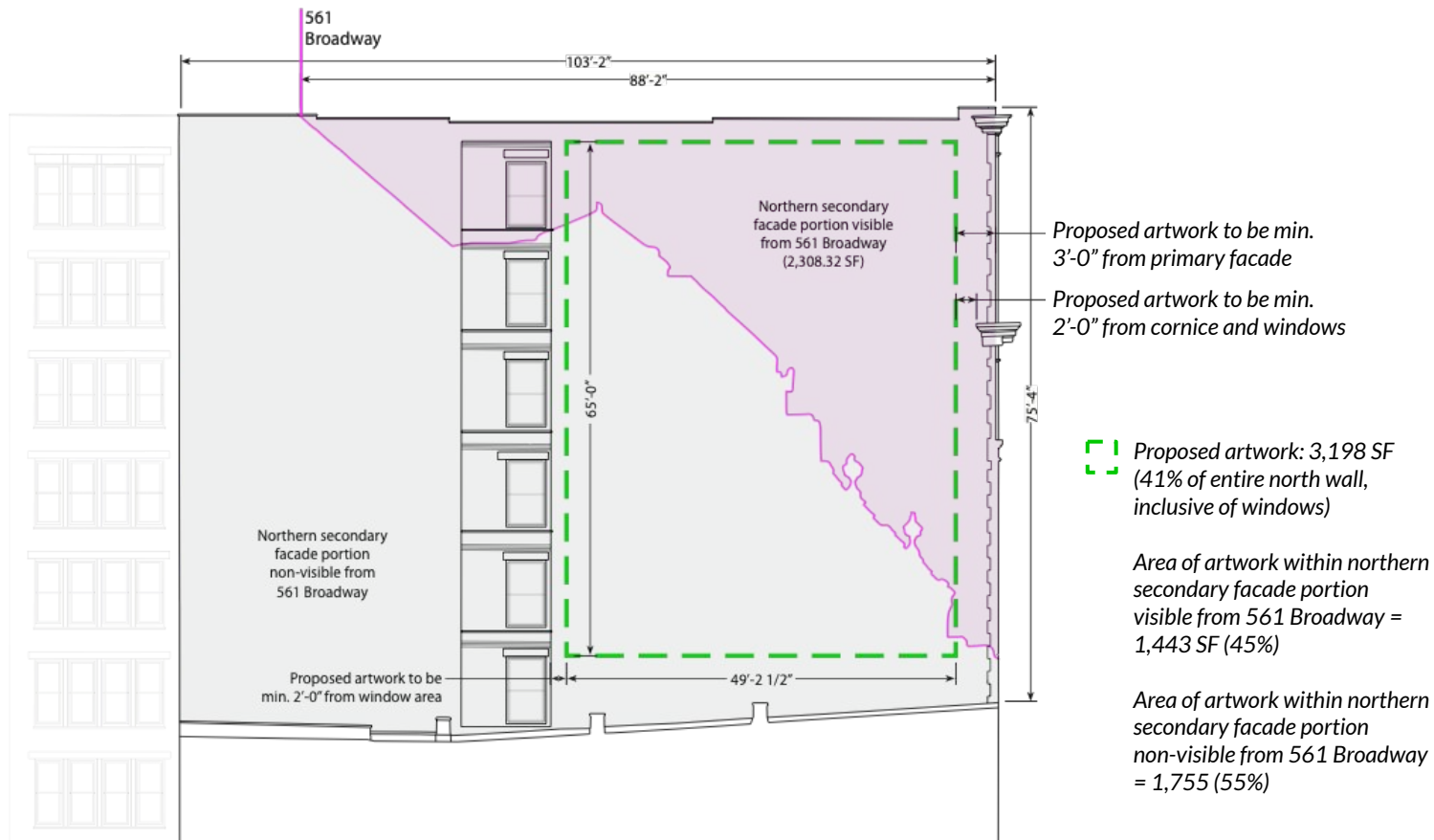
Broadway & West Houston



Broadway & Bond



Broadway & Waverly Place





List of Potential Artists

- Daniel Arsham
- Bridget Riley (Series of Dots)
- Nate Lowman
- Merrill Wagner (Shades of blue)
- Virginia Jaramillo
- Jennifer Guidi
- Stanley Whitney

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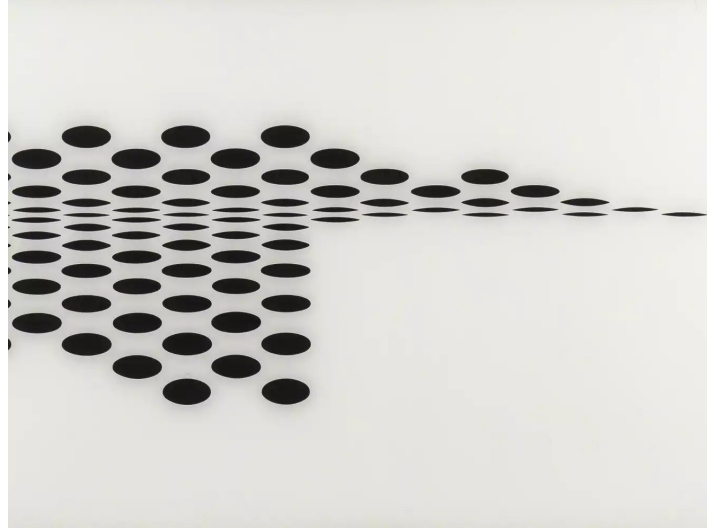
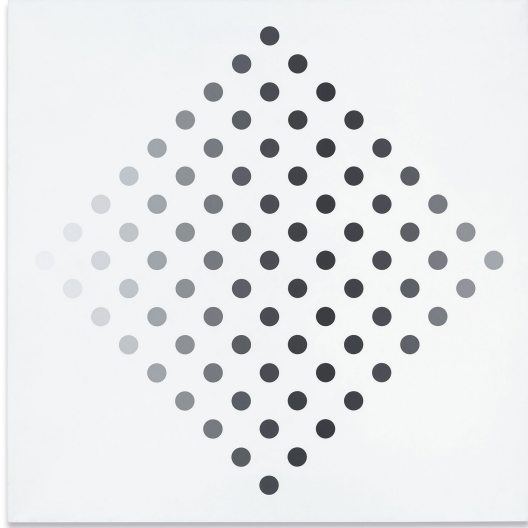
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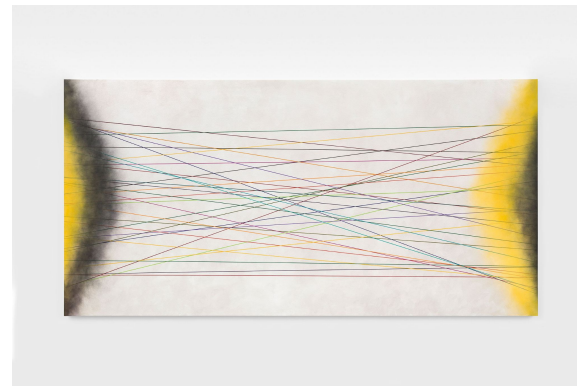
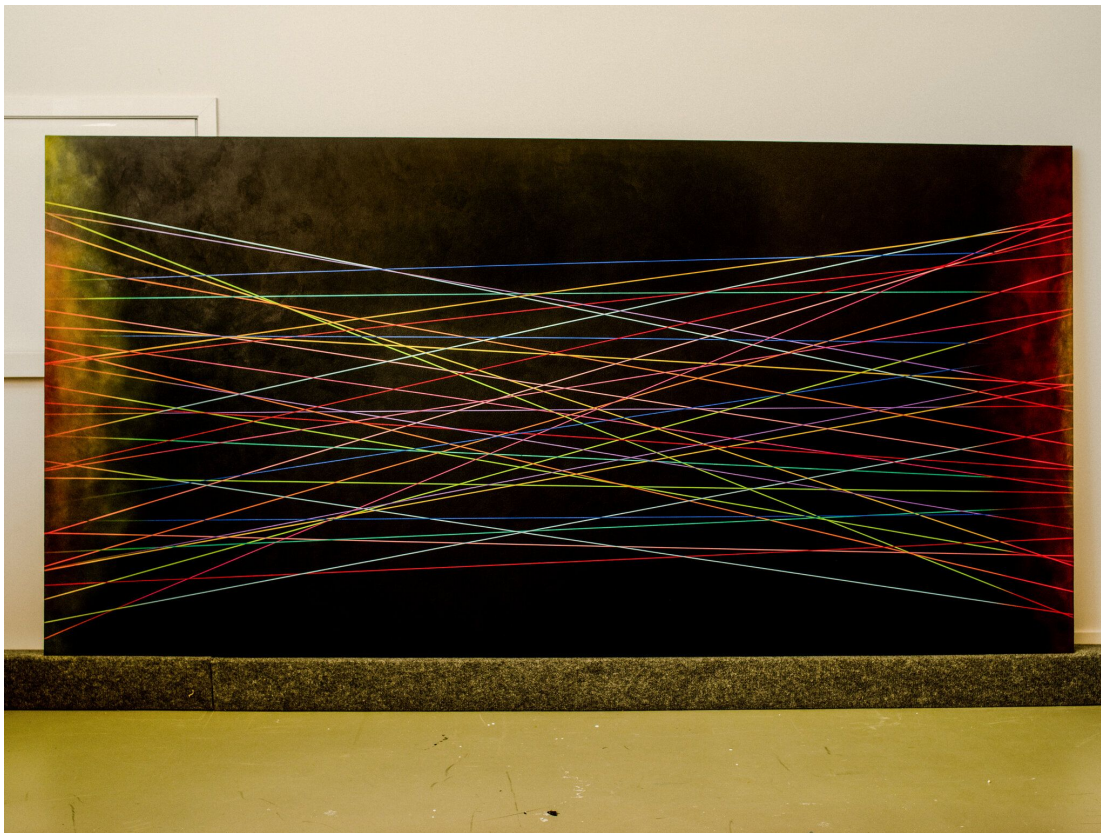
Appendix

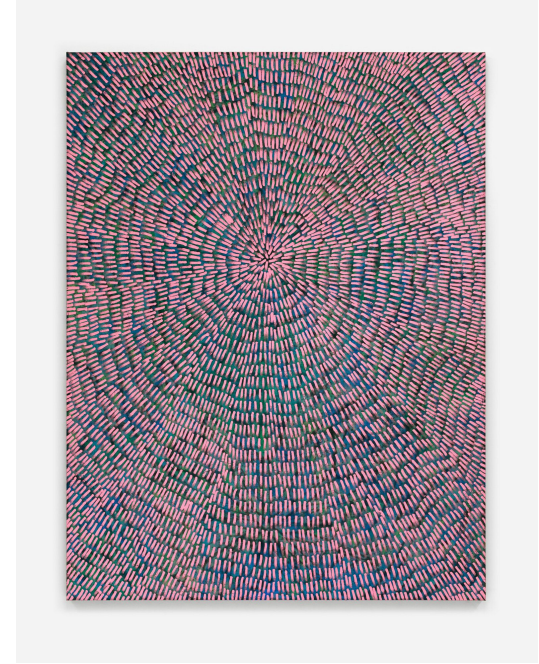














MURAL INSTALLATION, MAINTENANCE AND LICENSE AGREEMENT

This **MURAL INSTALLATION, MAINTENANCE AND LICENSE AGREEMENT** (this "Agreement") is made effective as of _____, 202_ by **BSD 530 Broadway PropCo, LLC**, a New York limited liability company, hereinafter called "OWNER" to _____, an individual professional artist, hereinafter called "ARTIST", and collectively called the "Parties" and individually a "Party".

WITNESSETH

OWNER, for and in consideration of the covenants and promises contained herein, does hereby grant a license to ARTIST (this "License"), and ARTIST hereby accepts from OWNER the limited license for the ARTIST and such of its agents, invitees and vendor(s) authorized by Owner, to use the ____ foot exterior wall of the Owner's property located at 530 Broadway, New York, New York _____, (hereinafter called "Mural Location" or the "Property").

This License is granted to ARTIST to enter the Mural Location using the means of entry, elevators, and other communicated points of access solely to paint, display, install, exhibit, maintain and remove the Mural Work (as defined below) as provided herein.

This License is made upon the following terms, covenants and conditions to which the Parties hereby agree as follows:

1. DEFINITIONS.

"**Mural Work**" shall mean the Artist created mural to be painted on the ____ foot exterior wall at the Mural Location in accordance with the images, designs, materials and parameters set forth on Exhibit A hereto.

"**Preparation Area**" shall mean a demarcated portion of the roof of the Property and such other areas communicated to the Artist in writing that shall be used for the Mural Work creation and equipment storage before and during painting.

2. ADMINISTRATION. This Agreement and the License shall be administered on behalf of OWNER by the following individual whose contact information is as follows:

SHVO
745 Fifth Avenue,
New York, NY 10151
212-380-7615
Email: aglard@shvo.com

The OWNER may from time to time designate additional representatives to administer the License and this Agreement, by written notice to the Artist (email notice being sufficient).

ARTIST shall (i) provide all notices, requests and communications to OWNER, and (ii) take all instructions, authorizations and directions from the OWNER, to the above identified party or other designated representatives.

3. CONTENT. The ARTIST shall paint, install and maintain the Mural Work as a faithful rendition of the images, designs, materials and other parameters set forth on Exhibit A hereto or as may be hereinafter approved by the OWNER in writing, in its sole discretion (the "Designs"). For the avoidance of doubt, the design and content of the Mural Work shall be family friendly and not contain nudity, sex, horror, profanity, racial slurs, drug use, racism, obscenity, references to political candidates or parties, or objectionable images or representations. OWNER has the right to remove all or part of the Mural Work if the final product is not a faithful rendition of the Designs, or true to the intent presented to the Owner by the Artist.

4. RIGHT OF ENTRY. The OWNER hereby authorizes the ARTIST and ARTIST's employees, partnering agencies, agents, contractors, sub-contractors, volunteers and invitees previously approved in writing by the OWNER in its sole discretion (collectively hereinafter referred to as "Membership") to enter the Mural Location solely for the preparation, installation, maintenance and removal of the Mural Work as stated herein. The ARTIST and ARTIST's Membership shall coordinate with the Owner's representatives identified in Section 2 regarding their access to the Property and in connection with the scheduling of the preparation, installation, maintenance and removal of the Mural Work. While installing, maintaining and removing the Mural Work, the OWNER shall provide the ARTIST AND ARTIST'S Membership with access to water and electricity and other equipment (such as OSHA compliant scaffolding) necessary to complete the work on the Mural Work, it being understood that the ARTIST shall provide OWNER with reasonable advance notice of its needs with respect to such utilities and equipment.

5. PREPARATION AREA USE. The Preparation Area may be used for the creation, development and installation of the Mural Work. The priming of the wall and actual installation of the Mural Work shall be limited to the installation periods set forth on Exhibit A hereto. ARTIST'S Membership, must not interfere with the OWNER'S or its tenants or other invitees use and enjoyment of the Property. Trash and contaminated materials will be removed from the Preparation Area by ARTIST Membership under the OWNER'S supervision and at OWNER'S expense each day. ARTIST Membership will manage and be responsible for its own safety and provide OWNER with installation guidance during the Mural Work development, installation and maintenance.

6. COMMISSION FEE AND REIMBURSEMENTS. The ARTIST shall be entitled to a commission fee for the preparation and installation of the Mural Work in the amount set forth on Exhibit A hereto. OWNER is responsible for all actual out-of-pocket costs of materials and equipment associated with the Mural Work creation, installation, maintenance and removal (expressly excluding living and travel arrangements). The ARTIST shall submit documentation of any such incurred expenses for which the ARTIST seeks reimbursement to the OWNER in a timely manner. Except as otherwise provided herein, the OWNER shall not be responsible for any other compensation, costs or expenses in connection with this Agreement or the transactions contemplated hereby, including the salary, wages, or insurance of the ARTIST or ARTIST's Membership. The ARTIST is an independent contractor and not

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