

LOUISIANA

CLAIBORNE PARISH

HISTORIC CONSERVATION SERVITUDE

THIS AGREEMENT, made this the ____th day of _____ 2017, by and between _____, of CLAIBORNE Parish, Louisiana (hereinafter referred to as the "Grantors" and "Owners"), and **LOUISIANA PRESERVATION ALLIANCE, INC. (dba: Louisiana Trust for Historic Preservation)**, a non-profit corporation organized and existing under the laws of the State of Louisiana with its principal office being in Baton Rouge, Louisiana (hereinafter referred to as the "Foundation");

W I T N E S S E T H:

WHEREAS, the Grantors own certain real property (historically known as “**500-502 East Main Street**” and located at **500-502 East Main Street – Homer, LA 71040** and hereby referred to as “**500 EAST MAIN**”) a description of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Subject Property currently has certain permanent improvements consisting of a one-story commercial structure constructed ca. 1906, hereinafter referred to as **500 EAST MAIN**; and

WHEREAS, **500 EAST MAIN, Homer**, Claiborne Parish, Louisiana, is a building of recognized historical, architectural and/or cultural significance; and

WHEREAS, the Foundation and Grantors both desire that **500 EAST MAIN** be adapted and altered, where necessary, to provide for contemporary uses, while at the same time retaining its historically and architecturally significant features; and

WHEREAS, The Foundation and Grantor both desire that **500 EAST MAIN** be preserved in a state which will preserve its integrity; and

WHEREAS, the Foundation is a charitable organization which accepts conservation servitudes on buildings having historical or architectural importance, said servitude subjecting such buildings to restrictions that will insure that they are preserved and maintained for the benefit of future generations; and

WHEREAS, the Foundation entered into a Cooperative Endeavor Agreement with the Town of Homer on May 16, 2017 to stabilize and market **500 EAST MAIN** and place legal protection on the **property** and return it to a rehabilitated and usable condition on the tax roll along with other economic development guarantees through its rehabilitation, maintenance and future monitoring and review of its historic character; and

WHEREAS, the Louisiana State Legislature has enacted the Louisiana Conservation Servitude Act (LCSA), (RS 9:1271-1276), validating restrictions, conservation servitudes, covenants, conditions, or otherwise, appropriate to the preservation of a structure or site significant for its historical, archaeological, or cultural aspects.

NOW, THEREFORE, for and in consideration of the Grantors' interest in historic preservation and their support for the Foundation and its purposes, and for and in consideration of the sum of **ONE DOLLAR (\$1.00)**, the Grantors, for themselves, their successors and assigns, hereby grant conservation servitudes and agree to abide by the following restrictions (hereinafter referred to as "covenants"), said covenants to be restrictions of record to attach to the land described in **Exhibit A**.

1. These covenants shall be administered solely by the LOUISIANA PRESERVATION ALLIANCE, INC., its successors in interest or assigns; and in all subsequent conveyances of Subject Property, the Foundation, its successors in interest or assigns shall be the sole party entitled to administer these covenants. In the event that the Foundation, or its successors in interest by corporate merger cease to exist, then in such event the Foundation shall assign all of its rights and interests in these easements, covenants, and conditions subject to such duties and obligations which it assumes hereby to a non-profit corporation of responsibility which exists for substantially the same reasons as the Foundation itself (as described

hereinabove); if no such corporation be available for such assignment, then under such circumstances such assignment shall be made to the State of Louisiana which shall be the sole party entitled to administer these covenants.

Maintenance

2. The Grantors covenant and agree to continuously maintain, repair, and administer the subject property herein described in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (in effect as of 1992) so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the subject property. Maintenance shall be continuously provided using in-kind materials and workmanship. Said standards are attached as **Exhibit C** hereto and incorporated in these covenants by reference.

Prior Approval Required for Modifications

3. No change in use of **500 EAST MAIN** may be made without prior written approval of the Foundation.

4. No alteration, no physical or structural change and no changes in the material or surfacing shall be made to the exterior of **500 EAST MAIN** without the prior written approval of the Foundation. Historic documentation (photographs, drawings/paintings, surveys, letters and other documents, where verified) shall guide the design intent on replacement of missing architectural features.

5. No addition to an existing building nor any additional structure or site feature shall be built upon the subject property unless the plans and exterior designs for such structure or addition have been approved in advance in writing by the Foundation. The Foundation in reviewing the plans and designs for any addition or additional structure shall consider the following criteria:

Exterior building materials; height; fenestration; roof shapes, forms, and materials; surface textures; expression of architectural detailing; scale; relationship or any additions to the main structure; general form and proportion of structure; orientation to street; setback; spacing of buildings, defined as the distance between adjacent buildings; lot coverage; use of local or regional architectural traditions; and effect on landscape and archeological resources. Contemporary designs for additions or additional structures shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, color, material and character of the property and its environment.

Foundation conveys and Grantor accepts the subject property "as is" and with all faults, and Foundation disclaims all express warranties, other than the special warranty of title contained herein, all statutory warranties, and all implied warranties, with respect to the subject property, and, as to fixtures thereon or improvements thereto conveyed hereby, if any, disclaims all warranties of habitability, merchantability or fitness for a particular purpose or use to the greatest extent permitted by law. Grantor is relying solely on their own expertise and that of its consultants in purchasing the property. Grantor has conducted such inspections and investigations of the property as they deem necessary, and are relying on same. Grantor assumes the risk that adverse matters, including but not limited to adverse physical and environmental conditions, may not have been revealed by their inspections and investigations. Grantor further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the property by Foundation (other than disclosures required by law, which required disclosures are not to be given any weight, meaning or purpose beyond that expressly required by law), any agent of Foundation or any third party, and that Foundation is not liable or bound in any manner by any oral or written statements, representations, or information pertaining to the property furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth or referred to herein. Grantor further acknowledges and agrees that the provisions were a material factor in the determination of the purchase price for the property.

Rehabilitation Plan

Within thirty (30) days before beginning any rehabilitation work (including the removal of historic material), Owner shall submit to Foundation a rehabilitation plan for review and consideration for approval. The rehabilitation plan, including any amendments thereto shall consist of all documents, drawings, and reports, if any, required by applicable laws, ordinances and regulations to be submitted by Owners to any governmental or regulatory authority to obtain any license, permit or other approval required for the Rehabilitation Work. In the absence of such regulating authority, Owner shall provide such

documents, drawings and reports sufficient to illustrate the modifications to the property, including modifications to the interior, exterior and site.

Within thirty (30) days of receipt of the rehabilitation plan documents, Foundation shall approve or disapprove the rehabilitation plan and any amendment thereto within fifteen (15) days of receipt of same from Owner. Approval or disapproval shall be sent via certified mail to the Grantee within this time period. Any disapproval shall state specifically the reason for the disapproval. Failure by Foundation to disapprove the rehabilitation plan or any amendment thereto within the above-stated time periods shall not be deemed Foundation's approval of the same. Foundation shall not unduly delay review of submitted Rehabilitation Plan.

Rehabilitation Work

All rehabilitation work shall be done in accordance with such rehabilitation plan as approved by Foundation. Such rehabilitation work shall commence within sixty (60) days from receipt of approval from Foundation and shall be completed on or before eighteen (18) months from the date of commencement and within 24 months of acquisition. All work shall be at Owner's sole cost and expense; shall be done in a good and workmanlike manner using new materials or with salvaged materials approved by Foundation; shall not result in any liens or claims to be filed or asserted against the Property or any portion thereof; shall have had all necessary licenses and permits issued in connection therewith; and shall be completed in a manner otherwise satisfactory to Foundation. Owner is to notify Foundation at the point of substantial completion to coordinate a site visit to document the work and insure its completion in accordance with the approved rehabilitation plan.

6. Neither **500 EAST MAIN** nor any part thereof may be removed or demolished without the prior written approval of the Foundation.

7. The Grantors and the Foundation hereby agree that the character-defining features listed below are elements which contribute to the architectural significance of **500 EAST MAIN** and should therefore be maintained and protected:

Interior: An effort should be made to maintain and expose two interior wood columns (in the back half of the building), along with original interior beadboard walls and ceiling. In areas where interior buildout is required (office, restroom, etc.) beadboard shall be maintained in place or relocated and reused in parts of the interior where repairs are needed. Interior walls may be removed, to install vapor barrier and insulation, and placed back in its original configuration.

Exterior:

- Double door at front entry
- Transom windows and large storefront windows at front wall – must be kept clear and used for display purposes (i.e., not more than 20% obstructed by signage)
- Wood siding on original portion of the structure
- Early metal street numbers reading “40” to the right of the front entrance.
- Canopy over sidewalk – shared with 504-506 East Main Street

8. No portion of the acreage under covenant with the subject property may be subdivided.

9. The Grantors shall abide by all federal, state and local laws and ordinances regulating the rehabilitation, maintenance and use of the subject property.

A. **Special Condition:** In support of fostering a strong Main Street community, no adult-oriented goods or services may be provided in connection with this property. In addition, no goods or services requiring age verification (i.e., sale of tobacco, alcohol, vapor products ((e-cigarettes or other)), etc.) may not be advertised, offered and/or sold at this property.

10. ~~No living trees greater than 12 inches in diameter at a point 4 feet above the ground shall be removed from the Subject Property without the express written approval of the Foundation unless immediate removal is necessary for the protection of any persons coming on to the Subject Property or of the general public; or for the prevention or treatment of disease; or for the protection and safety of **500 EAST MAIN** or any other historic permanent improvements on the Subject Property. Any tree of the aforementioned size which must be removed shall be replaced within a reasonable time by a new tree or a substantially similar species. If so requested, the Foundation may approve the use of an alternate species.~~ Nothing shall be erected or allowed to grow on the Subject Property which would impair the visibility of the property and the buildings from the street level or other public rights of way.

Sale of the Property

11. In case of any contemplated sale of the subject property or any portion thereof by the Grantors or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the Foundation, its successors or assigns. If the Foundation so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within ten (10) days of receipt of written notice of such bona fide offer. Failure of the Foundation to notify the then owner of its intention to exercise this right of first refusal within such ten (10) day period shall free the owner to sell pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the property, any right to repurchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

12. Owners may notify Foundation of their intent to offer the property for sale prior to its advertisement or listing for sale, so that the Foundation may choose to provide assistance to the owner and/or realtor in locating potential buyers who will continue to protect and maintain the historic character of the property.

Access to Property

13. Representatives of the Foundation shall have the right to enter the subject property at reasonable times, after giving reasonable notice, for the purpose of inspecting and documenting the building and grounds to determine if there is continued compliance by the Owners with the terms of these covenants.

14. Researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the rehabilitated property by special appointment at various times and intervals.

Insurance and Mortgage Holders

15. Grantors shall insure the subject property against damage by fire or other catastrophe. If the original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the subject property in accordance with the standards in Exhibit B. The Grantors shall keep the subject property insured under a comprehensive general liability policy that names the Foundation as an additional insured and that protects the Grantors and the Foundation against claims for personal injury, death and property damage.

16. All mortgages and rights in the property of all mortgagees are subject and subordinate at all times to the rights of the Foundation to enforce the purposes of this Historic Preservation Agreement. Grantors will provide a copy of this Agreement to all mortgagees of the subject property and have caused all mortgagees as of the date of this Agreement to subordinate the priority of their liens to this Agreement. The subordination provisions as described above relates only to the purposes of the Agreement, namely the preservation of the historic architecture and landscape of the Subject Property.

Extinguishment

17. The Grantors and the Foundation recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment of this Historic Preservation Agreement. Such an extinguishment must comply with the following requirements:

- (a) The extinguishment must be the result of a final judicial proceeding.
- (b) The Foundation shall be entitled to share in the net proceeds resulting from the extinguishment in an amount in accordance with the then applicable regulations of the Internal Revenue Service of the U.S. Department of the Treasury.
- (c) The Foundation agrees to apply all of the portion of the net proceeds it receives to the preservation and conservation of other property or buildings having historical or architectural significance to the people of the State of Louisiana.
- (d) Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds or awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale or exchange by Grantors of any portion of the Subject Property after the extinguishment.

18. Unless otherwise provided, the conservation servitudes and restrictions set forth above shall run in perpetuity and shall terminate and be of no further force or effect only in the event that **500 EAST MAIN** is damaged beyond restoration as a result of fire or other catastrophe. Damage beyond restoration is defined as damage to an extent exceeding fifty percent (50%) of the insurable value of the building. If it is determined by the Foundation to be damaged beyond any reasonable possibility of rehabilitation, the Foundation shall have the right to coordinate salvage of re-usable building materials prior to demolition.

Remedies

19. In the event of a violation of these covenants and restrictions, all legal and equitable remedies, including injunctive relief, specific performance, and damages, shall be available to the Foundation. No failure on the part of the Foundation to enforce any portion of the conservation servitude (covenant) or restriction herein nor the waiver of any right hereunder by the Foundation shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the Foundation to enforce the same in event of a subsequent breach or default.

20. Foundation, its successors and assigns, shall have the right to seek and obtain in any court of competent jurisdiction a restraining order or a temporary or permanent injunction to restrain a violation of any of the restrictions or covenants contained herein. In no event shall any failure by Foundation to seek injunctive relief with regard to any one or more violations of such covenants or restrictions constitute a waiver of Foundation's right to enjoin any other or further violation.

21. Foundation further reserves the right to enforce any restrictions and covenants contained in this Deed by any other appropriate action at its option. Owner shall be responsible for and shall pay Foundation upon demand all costs and expenses, including attorney's fees, of the enforcement by Foundation of any of Owner's obligations or any condition or restriction or covenant under this Deed.

22. WHEREAS, in the event of removal of character-defining features outlined in Paragraph 7, the Foundation then shall have the option to fine the Owner the sum of one hundred (\$100.00) dollars per day, after giving written notice of the nature of the violation(s) and the Owner shall not have corrected the same within the ninety (90) days next following the giving of said notice. Such historic features shall be returned to their previous location and state of repair. Where such original elements are damaged beyond feasible use or destroyed, owner shall at their own expense, reproduce such features and install them to replicate the previously documented historic character of the property.

23. Foundation shall further have the right, in addition to all other rights or remedies hereunder or at law or in equity which are available to Foundation in the event of a violation of any of the restrictions or covenants contained herein, to exercise one or more of the following remedies upon or at any time after the occurrence of any such violation:

- (i) The right to enter the Property at reasonable times, with five (5) days written notice being considered reasonable notice of intent to enter, to inspect property to determine whether restrictions and covenants contained herein are being carried out.
- (ii) The right, subject to the notice and cure periods set forth herein, to enter the Property and complete or remedy the undertaking of the Owner which has been breached or the covenant or restrictions which has been violated. If Owner violate or fail to fully perform any covenant set forth herein which would result in an endangerment to or serious compromising of the structural integrity of any Improvement, Owner shall, within five (5) days of the date of written notice from Foundation, complete *temporary* cure of same, and shall, within thirty (30) days of the date of the aforesaid written notice from Foundation, commence *permanent* cure of same, and shall thereafter diligently pursue, and shall within a reasonable time, complete the permanent cure of same. If Owner violates any restriction or condition or fails to fully perform any covenant set forth herein which would not result in any endangerment or compromise referred to in the immediately preceding sentence, Owner shall, within ninety (90) days of the date of written notice from Foundation, commence cure of same, and shall thereafter diligently pursue such cure and complete same within a reasonable time. The Owner, by acceptance of this conveyance, do grant to the Foundation a lien on and against the Property to secure the payment of all costs incurred by the Foundation in the performance or completion and/or performance of the covenant, condition or restriction breached. Such lien shall be subordinate to a first lien securing a loan given to finance the purchase of the Property.

24. Furthermore, in the event of a violation of covenants contained in Paragraphs 2, 3, 4, 5, 6 and 7 hereof, the Foundation shall have an option to purchase the subject property, provided that it shall give the Grantors written notice of the nature of the violation and the Grantors shall not have corrected same within the ninety (90) days next following the giving of said notice. The purchase of the subject property, pursuant to the exercise of the option retained hereby, shall be at a price equal to the then fair market value of the subject property, subject to restrictive covenants, as determined by agreement of the Grantors and the Foundation, or in the absence of such agreement, by a committee of three appraisers, one to be selected by the Foundation, one to be selected by the Grantors, and the other to be designated by the two appraisers selected by the Foundation and the Grantors respectively. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the property, any right to repurchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

Easement Plaque

25. Foundation may choose to provide a plaque to identify its role in saving and protecting the historic structure and to serve as a reminder of this conservation servitude agreement and its provisions. When provided, the plaque shall remain mounted in a prominent and visible location near the primary entry. The plaque shall remain property of Foundation and shall only be temporarily removed for maintenance of the structure and reinstalled immediately following completion of the work. The plaque may also be removed by an authorized agent of the Foundation. Foundation shall be notified by the owner if the plaque becomes damaged or missing.

Transfer Fee

26. Except as otherwise provided herein, there shall be assessed by the Foundation and collected from the purchasers of the Subject Property, or any portion thereof subject these conservation servitudes and restriction, a transfer fee equal to one percent (1%) of the sales price of such property, or any portion thereof. This transfer fee shall be paid to the Foundation and used by the Foundation for the purpose of preserving and protecting the historical, architectural, archaeological or cultural aspects of real property. Such fee shall not apply to inter-spousal transfer, transfers by gift, transfers between parents and children, transfers between grandparents and grandchildren, transfers between siblings, transfers between a corporation and any shareholders in the same corporation who owns ten percent (10%) or more of the stock in such corporation, transfers between a limited liability corporation and any member who owns more than ten percent (10%) of such limited liability corporation, transfers by Will, bequest, interstate succession or transfers to the Foundation (each of these foregoing hereinafter referred to as an "Exempt Transfer"); *provided, however*, that such fee shall not apply to the first non-exempt transfer of the Subject Property, but shall apply to each "non-exempt" transfer thereafter. In the event of a non-payment of such a transfer fee, the amount due shall bear interest at the rate of 12% (twelve percent) per annum from the date of such transfer, shall, together with accrued interest, constitute a lien on the real property, or any portion thereof, subject to these covenants and restrictions and shall be subject to foreclosure by the Foundation. In the event that the Foundation is required to foreclose on its lien for the collection of the transfer fee, and/or interest thereon, provide for herein, the Foundation shall be entitled to recover all litigation costs and attorney's fees incurred as such foreclosure, which litigation costs and attorney's fees shall be included as part of the lien and recoverable out of proceeds of the foreclosure sale. The Foundation may require the purchaser and/or seller to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds, affidavits or such other evidence, and purchaser shall be obligated to provide such information within forty-eight (48) hours after receipt of written request for such information from the Foundation.

IN WITNESS WHEREOF, the Louisiana Preservation Alliance, Inc. (dba: Louisiana Trust for Historic Preservation), has caused this instrument to be signed in its corporate name by its duly authorized officers and by the authority of its Board of Directors, and the Grantors have hereunto set their hands and seals, the day and year first above written.

LOUISIANA PRESERVATION ALLIANCE, INC.

GRANTOR(S)

BY _____

BY _____(seal)

Printed: Brian M. Davis for LPA, Inc.

Printed: _____

ATTEST:

BY _____

BY _____(seal)

Printed: _____

Printed: _____

LOUISIANA
CLAIBORNE PARISH

I, _____, a Notary Public of the Parish and State aforesaid, certify that Brian M. Davis personally came before me this day and acknowledged that he is Executive Director of Louisiana Preservation Alliance, Inc., a Louisiana corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Agent, and attested by him as its _____.

Witness my hand and official stamp or seal, this _____ day of _____, 2017

My Commission Expires: _____
Notary Public

LOUISIANA
CLAIBORNE PARISH

I, _____, a Notary Public of the Parish and State aforesaid, certify that Roy Lewis personally came before me this day and acknowledged that he is Mayor of the Town of Homer, Louisiana, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its Agent, and attested by him as its Mayor.

Witness my hand and official stamp or seal, this _____ day of _____, 2017

My Commission Expires: _____
Notary Public

LOUISIANA
CLAIBORNE PARISH

I, _____, a Notary Public of the Parish and State aforesaid, certify that _____
_____ personally came before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2017.

My Commission Expires: _____
Notary Public

EXHIBIT A

Legal Property Description

A wooden commercial building and lot in the Town of Homer in the Parish of Claiborne and State of Louisiana, and more particularly described as:

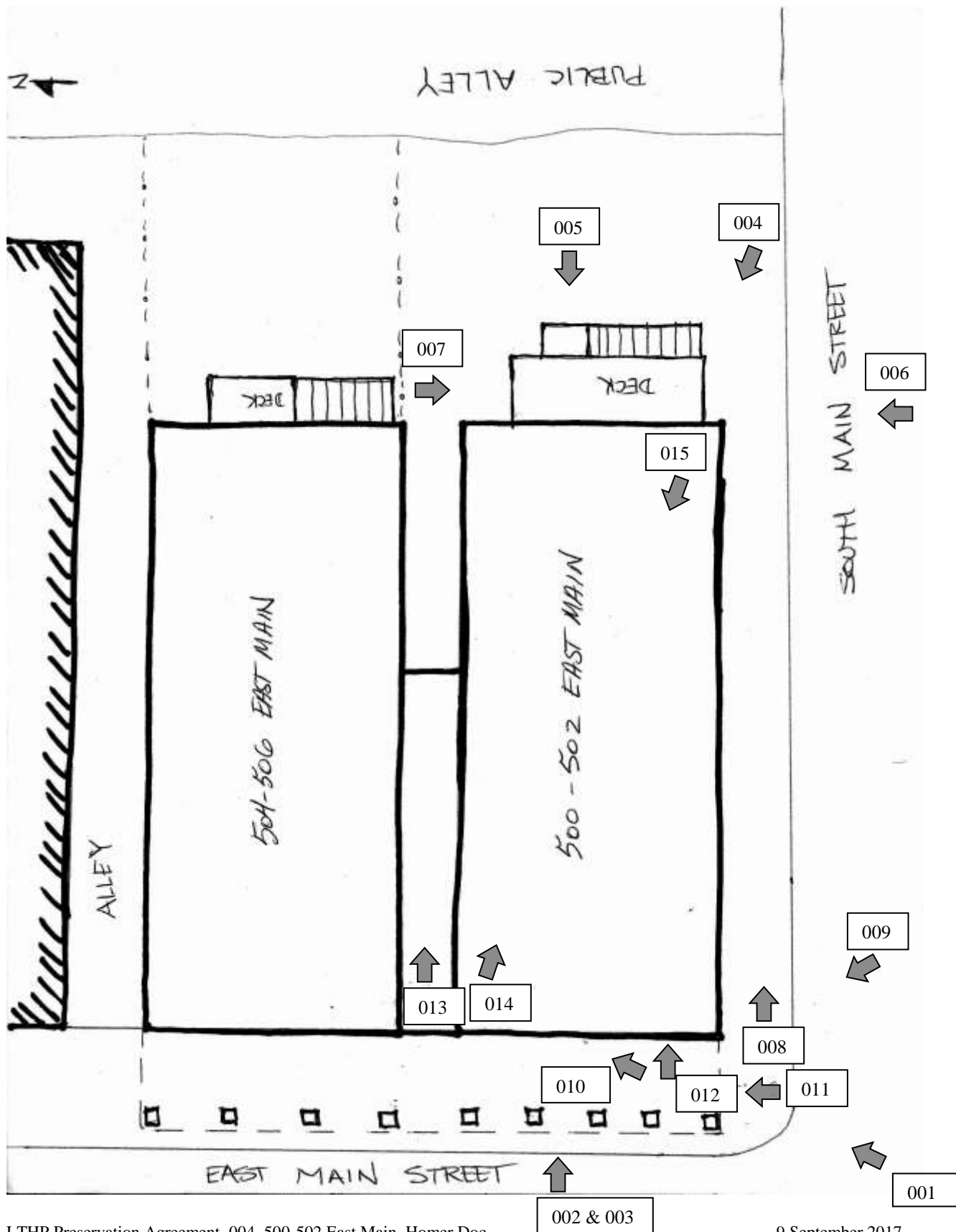
A CERTAIN PARCEL OF GROUND, TOGETHER WITH ALL BUILDINGS AND APPURTENANCES THEREON AND THEREUNTO BELONGING, LOCATED IN THE CITY OF DONALDSONVILLE, PARISH OF ASCENSION, STATE OF LOUISIANA; SAID LOT IS DESIGNATED AS LOT NUMBER 15-A SITUATED IN SECTION 94, T-11-S, R-14-E AND MEASURES FIFTY-FIVE FEET (55.00') FRONT ON CHARLES STREET; FIFTY-FIVE FEET (55.00') IN THE REAR; BY A DEPTH ON THE WEST SIDE OF NINETY-FOUR AND EIGHTY-THREE HUNDRETH FEET (94.83') AND BY A DEPTH ON THE EAST SIDE OF NINETY-FOUR AND EIGHTY-THREE HUNDRETH FEET (94.83').

And as shown on a survey by Louisiana Land Surveying, Inc. and certified by Curtis M. Chaney, on February 18, 2009:

RESUBDIVISION OF LOTS 12 THRU 15, 28, A PORTION OF LOT 10, AND A 63' X 120' LOT LOCATED AT THE SE CORNER OF WILLIAMS STREET AND RAILROAD AVENUE, SQUARE 25, CITY OF DONALDSONVILLE INTO LOTS "14-A", "15-A", "A" & "B" LOCATED IN SECTIONS 94 & 117, T-11-S, R-14-E, SOUTHEASTERN LAND DISTRICT, WEST OF THE MISSISSIPPI RIVER FOR THE CITY OF DONALDSONVILLE.

EXHIBIT B

Baseline Documentation of Structure, Site and Features – Claiborne Parish, Homer, 500-502 East Main Street
Date: August 2017





Setting & Exterior:

Photo No. : 001

Description: Looking Northeast toward 500-502 East Main (right) and 504-506 East Main (Left) from intersection of South Main and East Main Streets.



Photo No. : 002

Description: Looking East towards front of 500 East Main. One-story connector between buildings is included with 500 East Main Street.



Photo No. : 003

Description: Looking East, showing roof structure of 500-502 East Main (right) and 504-506 East Main (left).



Photo No. : 004

Description: Looking West toward back of 500-502 East Main (left) and 504-506 East Main (right).



Photo No. : 005
Description: Looking West
toward back of 500-502
East Main Street.



Photo No. : 006
Description: Looking
North toward Southeast
corner of 500-502 East
Main Street.



Photo No. : 007
Description: Looking South toward side of building,
showing new deck.



Photo No. : 008
Description: Looking East along south side of building.



Photo No. : 009
Description: Looking Northwest at canopy and downspout.



Photo No. : 010
Description: Photo from Donaldsonville Library showing railing and porch roof to be replicated.



Photo No. : 011
Description: Looking
North under canopy
from entrance of 500-502
East Main Street.



Photo No. : 012
Description: Early street numbers at right of front entry
(to remain).

INTERIOR FEATURES:

Photo No. : 013

Description: Looking East from entry of connector between 500-502 East Main and 504-506 East Main.



Photo No. : 014

Description: Looking East toward the back of 500-502 East Main.





Photo No. : 015

Description: Looking West towards front of 500-502 East Main.

EXHIBIT C

SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES (1992)

TREATMENTS

There are Standards for four distinct, but interrelated, approaches to the treatment of historic properties -- Preservation, Rehabilitation, Restoration, and Reconstruction. **Preservation** focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time. (Protection and Stabilization have now been consolidated under this treatment.) **Rehabilitation** acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. **Restoration** is undertaken to depict a property at a particular period of time in its history, while removing evidence of other periods. **Reconstruction** re-creates vanished or non-surviving portions of a property for interpretive purposes.

In summary, the simplification and sharpened focus of these revised sets of treatment standards is intended to assist users in making sound historic preservation decisions. Choosing appropriate treatment for a historic property, whether preservation, rehabilitation, restoration, or reconstruction, is critical. This choice always depends on a variety of factors, including the property's historical significance, physical condition, proposed use, and intended interpretation.

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of a historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

STANDARDS FOR PRESERVATION

1. A property shall be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property shall be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of the property shall be retained and preserved. The replacement of intact or repairable historical materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features shall be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. The existing condition of historic features shall be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material shall match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.

PRESERVATION AS A TREATMENT

When the property's distinctive materials, features, and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement; when depiction at a particular period of time is not appropriate; and when a continuing or new use does not require additions or extensive alterations, Preservation may be considered as a treatment. Prior to undertaking work, a documentation plan should be developed.

REHABILITATION is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

STANDARDS FOR REHABILITATION

1. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken.
4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historical materials, features, size, scale, and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

REHABILITATION AS A TREATMENT

When repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when its depiction at a particular period of time is not appropriate, Rehabilitation may be considered as a treatment. Prior to undertaking work, a documentation plan for Rehabilitation should be developed.

RESTORATION is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

STANDARDS FOR RESTORATION

1. A property shall be used as it was historically or be given a new use which reflects the property's restoration period.
2. Materials and features from the restoration period shall be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period shall not be undertaken.
3. Each property shall be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve materials and features from the restoration period shall be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Materials, features, spaces, and finishes that characterize other historical periods shall be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period shall be preserved.
6. Deteriorated features from the restoration period shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and where possible, materials.
7. Replacement of missing features from the restoration period shall be substantiated by documentary and physical evidence. A false sense of history shall not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
9. Archeological resources affected by a project shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
10. Designs that were never executed historically shall not be constructed.

RESTORATION AS A TREATMENT

When the property's design, architectural, or historical significance during a particular period of time outweighs the potential loss of extant materials, features, spaces, and finishes that characterize other historical periods; when there is substantial physical and documentary evidence for the work; and when contemporary alterations and additions are not planned, Restoration may be considered as a treatment. Prior to undertaking work, a particular period of time, i.e., the restoration period, should be selected and justified, and a documentation plan for Restoration developed.

RECONSTRUCTION is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

STANDARDS FOR RECONSTRUCTION

1. Reconstruction shall be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture, and such reconstruction is essential to the public understanding of the property.
2. Reconstruction of a landscape, building, structure, or object in its historic location shall be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts which are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures shall be undertaken.
3. Reconstruction shall include measures to preserve any remaining historic materials, features, and spatial relationships.

4. Reconstruction shall be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property shall re-create the appearance of a non-surviving historic property in materials, design, color, and texture.
5. A reconstruction shall be clearly identified as a contemporary re-creation.
6. Designs that were never executed historically shall not be constructed.

RECONSTRUCTION AS A TREATMENT

When a contemporary depiction is required to understand and interpret a property's historic value (including the re-creation of missing components in a historic district or site); when no other property with the same associative value has survived; and when sufficient historical documentation exists to ensure an accurate reproduction, Reconstruction may be considered as a treatment. Prior to undertaking work, a documentation plan for Reconstruction should be developed.