

Historic district facade servitude.

A. _____ (Donee) and _____ (Owner) agree as follows:

(1). Owner agrees to preserve and maintain those portions of the exteriors of the buildings, and to keep them in at least the same state of repair in which they are at the time of this donation.

(2). Owner may alter the appearance or composition of those exteriors of buildings donated by this agreement, including the construction of appurtenant structures, only after having submitted written plans for them to donee and having obtained donee's written approval.

(3). Should demolition occur, or should alterations be undertaken without Donee's written approval and should owner fail to commence corrective work to correct such alterations or repair such demolition within 60 days from receipt of written notice to do so from Donee, and should the work not be completed within a reasonable time afterwards, Donee may compel corrective work at Owner's expense.

(4). For the purpose of maintaining the exteriors in the condition in which they were at the time of this donation, donee may require owner, at owner's expense, to provide repairs and maintenance to the exteriors and roof. The repairs and maintenance are not commenced within 60 days from a written request delivered by Donee to Owner, or if same are not completed within a reasonable time, Donee may cause same to be done at Owner's expense; and/or Donee may proceed by summary process against Owner, in a court of competent jurisdiction, to compel the repairs and maintenance.

(5). Donee shall have the right to inspect those portions of the buildings donated by this agreement upon 48 hours prior notice.

(6). Owner retains all other rights of ownership; including use of the exteriors and roof, that do not conflict with the exercise of Donee's rights under this agreement.

(7). At least once every five years, owner shall provide to Donee evidence of condition of those portions of the buildings donated by this agreement, and any structural portions of the buildings incident to them, from sources acceptable to Donee.

(8). Owner agrees to maintain adequate insurance coverage for placement of the exterior(s) of the building(s) donated in this agreement in an amount equal to their replacement cost; and to maintain adequate insurance to cover damages to persons and property as a result of the condition of the premises, in amounts satisfactory to donee. The policies of insurance obtained pursuant to this agreement shall name donee as a co-insured as its interest appears in this agreement.

In order to ascertain and compel compliance with this section, donee may at any time require owner to show evidence of this insurance; and upon owner's default donee may purchase insurance at owner's expense and lien the property for the cost of the premiums.

B. Grantor desires and intends and by this agreement does create and establish in perpetuity, a real servitude in, over and to the exterior facade, front and roof of the above described property and the buildings and improvements located on it, and by this agreement does grant, convey and transfer in perpetuity to Grantee, the real servitude of the exterior facade, front and roof of the above described property and the buildings and improvements located on it. This real servitude shall be limited to, and shall give Grantee, the sole right at Grantee's own discretion to preserve or maintain in its present condition (including those requirements set forth in the minutes of the meeting of the _____ Commission of _____ [date]) the appearance, composition and/or character of the exterior facade, front or roof of the above described property and the buildings and improvements located on it, and/or the sole right at Grantee's own discretion to require Grantor at Grantor's sole cost and expense, to perform and conduct the work deemed necessary by Grantee in Grantee's sole discretion in order to preserve or maintain in its present condition (including those requirements set forth in the minutes of the meeting of the _____ Commission of _____ [date]) the appearance, composition and/or character of the exterior facade, front or roof of the above described property and the buildings and improvements located on it. Grantee shall also have the right of ingress to and egress from any portion of the above described property, for the purposes and benefits of this servitude, and in all respects shall have access to the above described property as is necessary to exercise any rights granted in this agreement by the Grantor. Grantor shall have the right to use the above described property, including the exterior facade, front and roof which forms the subject of this servitude, for whatever lawful purpose Grantor deems necessary, except as to the rights of servitude granted in this agreement, and agrees not to disturb Grantee in the exercise of any rights granted in this agreement. Grantor must first obtain Grantee's written approval of and consent to any change, alteration, renovation, or improvement of, in or to the exterior facade, front or roof before commencing

work. All work for preserving or maintaining the exterior facade, front or roof, as may be recommended, required and/or approved by Grantee, shall be performed and conducted by Grantor at Grantor's sole cost and expense.