

JUN 01 2010

RECEIPT FOR FILING
WILLIAM L. PRATT
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

lhd

⑦

LAW OFFICES
STEEG AND O'CONNOR
PLACE ST. CHARLES, SUITE 3201
201 ST. CHARLES AVENUE
NEW ORLEANS, LA. 70170

Filed by: _____

Notary Public who passed act: _____

Instrument filed: Facade Donation

96-17052 430

Registered in

Conveyance Office

Instrument #

Book _____, Folio _____

New Orleans, Louisiana

Date: 9/30/96 J. Spier

INSTR. No! 29215
CONVEYANCE OFFICE
PARISH OF ORLEANS

Recorded in the Mortgage Office

Instrument # _____

Book _____, Folio _____

New Orleans, Louisiana

Date: _____

Time: _____

8

**ACT OF DONATION
OF PERPETUAL REAL RIGHTS**

BY

**COTTON MILL
LIMITED PARTNERSHIP**

TO

**PRESERVATION ALLIANCE
OF NEW ORLEANS, INCORPORATED
d/b/a PRESERVATION RESOURCE
CENTER OF NEW ORLEANS**

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UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 30th day of September, 1996,

BEFORE ME, undersigned Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, therein residing, and in the presence of the hereinafter named and undersigned witnesses:

PERSONALLY CAME AND APPEARED:

COTTON MILL LIMITED PARTNERSHIP (hereinafter referred to as "Owner"), a Louisiana limited partnership, represented hereby by Historic Restoration, Incorporated, its General Partner, through A. Thomas Leonhard, Jr. its Vice President;

AND

BE IT KNOWN, that on this 30th day of September, 1996,

BEFORE ME, the undersigned Notary Public, a Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, therein residing, and in the presence of the hereinafter named and undersigned witnesses:

PERSONALLY CAME AND APPEARED:

PRESERVATION ALLIANCE OF NEW ORLEANS, INCORPORATED d/b/a PRESERVATION RESOURCE CENTER OF NEW ORLEANS (hereinafter referred to as "Donee"), a Louisiana non-profit corporation organized under §1950, Title 12, Chapter II of the Louisiana Revised Statutes (R.S. 12:1950), before Patrick D. Breeden, Notary Public, May 31, 1974, and recorded in the

Office of the Louisiana Secretary of State on June 20, 1974, the date that corporate existence began, herein represented by Patricia H. Gay, its Executive Director, duly authorized to act for said Donee;

WHO HEREBY DECLARE, stipulate, covenant, and agree as follows:

W I T N E S S E T H:

WHEREAS, Owner possesses full and complete ownership of that certain land ("Land") and improvements thereon ("Improvements") located in Square 120 of the First District of the City of New Orleans, Louisiana, which square is bounded by Poeyfarre, Annunciation, John Churchill Chase (formerly Calliope), and Constance Streets, and more particularly described on Exhibit A attached hereto and made a part hereof (the Land and Improvements are collectively referred to as the "Property"); and

WHEREAS, the Property is shown on that certain Site Plan dated August 12, 1996, prepared by HCI Construction & Design (the "Site Plan"), a copy of which is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the Improvements as shown on the Site Plan consist of buildings designated as A, B, C, D, E, F, and H (the "Buildings"), the water tower, and the chimney; and

WHEREAS, Owner intends to rehabilitate the Buildings and convert them into multi-family residential units and also to construct penthouses on the roofs of the Improvements designated as Buildings B, C, D, and E on the Site Plan and may construct penthouses on the roof of the Improvements designated as Building A on the Site Plan (the construction of penthouses on the roofs of the Buildings shall be referred to herein as the "Penthouse Addition"); and

WHEREAS, the Penthouse Addition will be constructed in accordance with the approval of the National Park Service within the United States Department of the Interior and in compliance with the Comprehensive Zoning Ordinance of the City of New Orleans, and in any event shall not exceed thirty (30) feet in height above the roofs of the respective Buildings; and

WHEREAS, Donee is a non-profit corporation, duly established under the laws of Louisiana, operated exclusively for charitable, educational, and historical purposes in order to facilitate public participation in the preservation of sites, buildings, and objects significant in the history and culture of the City of New Orleans, and in furtherance of such purposes is authorized under Section 1252 of Title 9 of the Louisiana Revised Statutes (R.S. 9:1252(A)) to accept grants of perpetual real rights burdening whole or any part of immovable property, including, but not limited to, the facade, exterior, roof or front of any improvements thereof, in order to protect property significant to such history and culture; and

WHEREAS, Owner warrants that to the best of its knowledge, there exists no servitude, lease, mortgage, lien or other interest affecting or encumbering the Property which would prohibit, prime, interfere or otherwise limit the effectiveness of any of the rights and benefits herein created by this Act of Donation of Perpetual Real Rights and granted to Donee except as may be disclosed on the public record; and

WHEREAS, the Property has historical and/or architectural merit and contributes significantly to the architectural and cultural heritage and visual beauty of the City of New Orleans and should be preserved; and

WHEREAS, the scenic and architectural facade servitude donated by the Owner to Donee by this Act of Donation of Perpetual Real Rights is created herein for charitable, educational and historical purposes and will assist in preserving and maintaining the Property and the architectural ensemble of the City of New Orleans; and

WHEREAS, to this end, Owner desires to donate, grant, transfer and convey to Donee, and Donee desires to accept, a scenic, open space and architectural facade servitude, as a perpetual real right in and to the exterior surfaces of the Improvements.

NOW, THEREFORE, pursuant to R.S. 9:1252, as amended, and in accordance with applicable provisions of the Internal Revenue Code of 1986, as amended, Owner does hereby create, establish, grant, donate, convey and transfer to Donee a perpetual real right (which perpetual real right is more particularly described below) in and to the exterior surfaces of the Buildings, all of which are owned by Owner (the "Servitude") subject to Owner's right to construct the Penthouse Addition on the roofs of the Buildings.

The Servitude shall constitute a binding servitude, in perpetuity, upon the exterior surfaces of the Buildings; and to that end, Owner covenants on behalf of Owner and Owner's heirs, successors, and assigns, and all subsequent owners of the Buildings with Donee, its successors and assigns, such covenants being deemed to run as a binding servitude, in perpetuity, with the Land, to do (and refrain from doing), each of the following terms and stipulations, which contribute to the public purpose in that they aid significantly in the preservation of historic property:

1. The exterior surfaces of the Buildings (including, without limitation, the exterior walls and roofs) are those depicted in the photographs attached hereto and incorporated herein as Exhibit C, being essentially those exterior surfaces of the Buildings which are visible from Poeyfarre, Annunciation, John Churchill Chase (formerly Calliope), and Constance Streets and from ground level of the open area between and among the Buildings (the "Facade"), but in the event of uncertainty, the exterior surfaces of the Buildings visible in the photographs in Exhibit C shall control.

2. Donee acknowledges that Owner has provided to Donee a set of plans and specifications dated August 12, 1996 (the "Plans and Specifications") pursuant to which Owner

intends to renovate the Buildings, including the Facade, and that such renovation and rehabilitation have been approved by Donee, provided such work is in compliance with the Plans and Specifications. Owner acknowledges and agrees that it shall make certain improvements to the Facade which shall have a cost of at least \$125,000.00. Owner further acknowledges and agrees that in the event any changes or modifications are made to the Plans and Specifications which affect the Facade, Owner shall first obtain the prior written approval of Donee before any such changes or modifications are made.

3. Owner agrees at all times to preserve and maintain the Facade in a good and sound state of repair.

4. Without the express written permission of the Donee, its successors or assigns, signed by a duly authorized representative thereof, based upon written plans submitted by Owner to Donee, no construction, change, alteration, remodeling, renovation, or any other thing shall be undertaken by Owner or permitted to be undertaken in or to the Facade, which would affect either the height, or alter the exterior of the Facade or the appearance of the Facade, other than as shown on the Plans and Specifications and the Penthouse Addition, or which would adversely affect the structural soundness of the Buildings. The repair or replacement or reconstruction of any subsequent damage to the Facade which has resulted from casualty loss, deterioration, or wear and tear, shall be permitted without the prior written approval of Donee, provided that such reconstruction, repair, repainting, or refinishing is performed in a manner which will not alter the appearance of the Facade subject to this Servitude as it is as of even date herewith or as it may subsequently be modified in accordance with the terms hereof.

5. In all events, Owner, in painting the exterior of the Facade, agrees to obtain the prior written consent of Donee, its successors or assigns, signed by a duly authorized representative thereof, as to the quality and color of paint to be used if significantly different from that presently existing.

6. All work for preserving, maintaining, altering, or renovating the Facade shall be performed and conducted by Owner at Owner's sole cost and expense. Should demolition of the Buildings occur, in whole or in part, or in the event either reconstruction or change, alteration or renovation is performed without the prior written approval of Donee as required herein, Donee shall have the right to require any changes to such work as Donee, in its sole discretion, deems proper. All such construction or changes shall be commenced at Owner's sole cost and expense within sixty (60) days of Donee's written notice to Owner and pursued with diligence until completion, or Donee may compel curative work to be performed at Owner's sole cost and expense, in addition to all rights and remedies provided herein or by law.

7. For the purpose of maintaining and preserving the Facade after it has been renovated and rehabilitated, Donee shall have the right, in Donee's sole discretion, to require the Owner, at Owner's expense, to perform and conduct such repairs and maintenance work

reasonably deemed necessary in order to preserve, maintain, or repair the Facade and the structural elements of the Buildings. All such work shall be commenced, at Owner's sole cost and expense, no later than sixty (60) days after Owner's receipt of Donee's written notice, and shall be pursued with due diligence until completion. In the event that said repairs and maintenance work are not completed by Owner within a reasonable time thereafter, Donee may (a) proceed against Owner by summary process in a court of competent jurisdiction to compel such repairs and maintenance, and/or (b) exercise all other rights and remedies provided herein or by law.

8. All rights granted to Donee herein, including such rights which Donee may exercise pursuant to Paragraph 7 above, shall be exercised in a reasonable and prudent manner and with least possible cost to Owner, calculated so as not to interfere with Owner's reasonable use and enjoyment of the Property while accomplishing the purposes of this Act of Donation of Perpetual Real Rights.

9. Owner hereby consents and agrees that representatives of Donee, its successors and assigns, shall be permitted to inspect the Property at all reasonable times upon forty-eight (48) hours prior notice given to Donee. Inspections will normally take place from the street; however, Owner consents and agrees that representatives of Donee, its successors and assigns, shall be permitted to enter and inspect the interior of the Buildings for the purpose of verifying the maintenance of the structural condition and soundness of the Buildings and protecting the rights of Donee herein. Inspection of the interior will be made at a time mutually agreed upon by the Owner and Donee, its successors and assigns, and Owner covenants not to withhold unreasonably its consent in establishing a date and time for such inspection. At least once every five (5) years, Owner, at Owner's cost, shall provide to Donee an inspection report of the condition of the Facade and the structural elements of the Buildings, such inspection report to be prepared by a competent licensed structural engineer, or competent licensed roofer, or both, whichever is applicable. Donee shall have the right to require that the Owner cause an inspection of the Buildings from time to time, upon Donee's reasonable belief that a special inspection is necessary to accomplish the purposes of this Act of Donation of Perpetual Real Rights, including, but not limited to, evidence of deterioration to the Buildings. Within forty-five (45) days after Donee has notified the Owner of the need for a special inspection, Owner shall deliver to Donee an inspection report prepared by a competent person as above-described. In the event that the Owner fails to provide such inspection reports as are required by this Paragraph 9, Donee may, at the Owner's sole cost and expense, employ for the account of Owner the services of a competent licensed structural engineer and/or a competent licensed roofer and shall submit to Owner all bills and other evidence of fees incurred or paid for such services, which shall be promptly paid by Owner.

10. In the event of a fire or other casualty which results in damage to or loss or destruction of a part of the Facade or the structural elements of the Buildings, Owner agrees promptly to repair, renovate, or reconstruct the damaged or destroyed parts of the Facade or the structural elements of the Buildings with the prior consent and approval of Donee as otherwise provided herein.

11. In the event of a total loss or destruction of the Buildings, Owner shall promptly remove all debris and trash and properly maintain the Land. Owner must obtain Donee's written approval of and prior consent to any construction or reconstruction of the Buildings, as provided herein.

12. Owner agrees at all times to carry and maintain such adequate amounts of comprehensive general bodily and property damage liability insurance, property, fire, vandalism, malicious mischief, and extended coverage insurance, general construction liability insurance, and such other standard insurance coverages as may be reasonably required by Donee. The policies of insurance required to be obtained pursuant to this Paragraph 12 shall name Donee as a co-insured as its interest appears herein. If the Buildings are uninsurable, Owner shall provide such other protection which in the reasonable discretion of Donee is necessary and advisable for the maintenance and preservation of the Buildings, at Owner's sole cost and expense. Donee shall be provided with copies of said policies. Donee shall have the right to provide such insurance at Owner's cost and expense and lien the Property for the cost of the premiums in the event Owner fails to obtain the required policies.

13. Owner shall provide to Donee written notice of the Owner's sale or other disposition of the Property, or any part thereof, at the time of such sale or other disposition or as soon as practicable thereafter, but in no event more than seven (7) days following such sale. Owner shall insert in any agreement to sell the Property (or any part thereof) or in any act of sale of the Property (or any part thereof) a provision expressly setting forth that the Property and the purchaser thereof are subject to and bound by this Act of Donation of Perpetual Real Rights and all covenants, obligations, agreements and restrictions herein. The written notice required to be made by Owner under this Paragraph 13 shall contain the name and address of any purchaser and the name and address of a local agent and attorney-in-fact for an absentee purchaser.

14. In the event the Property is subdivided into condominium units, time-sharing units, or other forms of multiple ownership, Owner and its heirs, successors, vendees or assigns agree to appoint and maintain a single agent and attorney-in-fact residing in the Parish of Orleans with whom Donee shall be authorized to deal exclusively in order to enforce Donee's rights under this Act of Donation of Perpetual Real Rights.

15. Owner agrees to and does herewith grant, transfer and convey to Donee all "development rights" applicable to the Property as provided for in the City of New Orleans Comprehensive Zoning Ordinance other than as shown on the Plans and Specifications and the Penthouse Addition, as well as all privileges to transfer, sell, or otherwise trade or bargain for such "development rights," in the name of Owner but for the benefit of Donee. Owner agrees to cooperate with Donee as necessary in any such transfer, with all costs of such transfer to be paid by Donee and all benefits therefrom accruing to Donee.

16. No signs, markers, notices, billboards, advertisements, plaques, decorations or other items shall be displayed, erected, mounted or placed on the Facade without the prior

express written consent of Donee, which consent Donee may withhold in its reasonable and sole discretion.

17. The rights, interests, obligations and benefits herein constitute, individually and collectively, a perpetual real right which vests immediately in Donee upon the execution of this Act of Donation of Perpetual Real Rights and shall be binding on Owner, its heirs, successors and assigns, and on all subsequent owners of the Property. Owner agrees and acknowledges that the Servitude shall have a fair market value at all times that is at least equal to the proportionate value that the Servitude as of the date of donation bears to the total value of the Property as of the date of donation, and that such proportionate value of the Servitude shall remain constant and recognized henceforth and forevermore. Such proportionate value is hereby agreed by the parties hereto to be ten (10%) percent. Owner further agrees and acknowledges that in the event of a change in conditions which would give rise to the judicial extinguishment of the restrictions and obligations imposed hereunder with respect to the Facade, the Donee, on a subsequent sale, exchange, or involuntary conversion of the Property, shall be entitled to a portion of the proceeds of such sale, exchange, or involuntary conversion at least equal to the constant proportionate value of the Servitude.

18. Donee agrees and binds itself to use all of the proceeds it receives from a sale, exchange, or involuntary conversion of the Property, resulting from a judicial proceeding which extinguishes Donee's real rights, in a manner consistent with the conservation purposes of the original donation.

19. The parties hereto contemplate that the Servitude is a perpetual conservation restriction within the meaning of Sections 1.170-13 and 1.170-14 of the Regulations of the Department of Treasury, and, for federal income tax purposes, the donation of this perpetual real right is the contribution of a qualified real property interest to a qualified organization exclusively for conservation purposes.

20. In the event that the Donee shall at any time in the future acquire full and complete ownership of the Property, Donee for itself, its successors and assigns, covenants and agrees, in the event of subsequent conveyances of such Property to another, to create a new perpetual real right containing the same restrictions and provisions as are contained herein, and either to retain such perpetual real right in itself or to convey such real right to a similar local or national organization whose purposes, inter alia, are to promote historic preservation.

21. Any right or obligation imposed upon the Owner of the Property by the Servitude, including any covenant, restriction or affirmative obligation herein, shall be enforceable by the Donee, following reasonable notice to Owner, through judicial proceeding by actions for temporary and/or permanent injunction to enjoin such violations and to require the performance of all obligations imposed on Owner by this Act of Donation of Perpetual Real Rights, or, in the alternative, representatives of Donee, its successors and assigns, may enter upon the Property, correct any violation, and hold Owner and Owner's heirs, successors and assigns, responsible for the cost thereof in an action for damages brought by Donee. Donee,

its successors or assigns, shall have available all other legal and equitable remedies permitted by law to enforce Owner's obligations hereunder. In the event Owner is found to have violated any of its obligations arising from this Act of Donation of Perpetual Real Rights, Owner agrees to indemnify and hold harmless Donee from all reasonable attorneys' fees, expert witness charges, and other charges, fees, and costs paid or incurred by Donee in the enforcement of any of its rights granted herein.

22. All other rights of ownership that do not conflict with the exercise of Donee's rights hereunder shall be and are hereby retained by Owner. Owner shall have the right to use the Property and the Buildings for whatever lawful purpose Owner deems necessary, except as to rights herein granted. Owner agrees not to perform any work or make any use of the Property which would adversely affect Donee's full exercise and enjoyment of the perpetual real rights created herein. Owner agrees to pay all real estate taxes and real property assessments on the Property and agrees to hold Donee harmless in connection therewith.

23. Owner, its successors or assigns, will do and perform at Owner's cost all acts necessary to the prompt filing for registry of this Act of Donation of Perpetual Real Rights in the conveyance records of the Parish of Orleans wherein the Property is located.

THUS DONE AND PASSED in my office at New Orleans, Louisiana, on the day, month, and year herein first above written, in the presence of the two undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

OWNER:

COTTON MILL LIMITED PARTNERSHIP

By: Historic Restoration, Incorporated

Its: General Partner

Tom V. Aubrey

Susan Hall

By: A. Thomas Leonhard, Jr.

A. Thomas Leonhard, Jr.

Its: Vice President

Henry Rubin
Henry Rubin

THUS DONE AND PASSED in my office at New Orleans, Louisiana, on the day, month, and year herein first above written, in the presence of the two undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

Alvin W. Hammond

Jan Placier

DONEE:

PRESERVATION ALLIANCE OF NEW ORLEANS, INCORPORATED d/b/a PRESERVATION RESOURCE CENTER

By: *Patricia H. Gay*
Patricia H. Gay
Its: Executive Director

[Signature]
NOTARY PUBLIC

1/80080/D/11.rv3

Exhibits

Exhibit A

Property Description

Exhibit B

Site Plan

Exhibit C

Photos of Exteriors

1/80080/D/11.rv3

Exhibit A

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all servitudes, rights, ways, and appurtenances thereunto belonging, or in anywise appertaining, situated in the First District of the City of New Orleans, State of Louisiana, composed of all lots, gaps, gores and alleys comprising a square of ground, designated as **Square 120**, bounded by Annunciation, Constance, John Churchill Chase and Poeyfarre Streets, and in accordance with a survey of Gandolfo, Kuhn & Associates, dated September 20, 1996, Dwg. No. T-181-4, Square 120 is more particularly described as follows:

Begin at the northeast intersection of Constance and John Churchill Chase Streets;

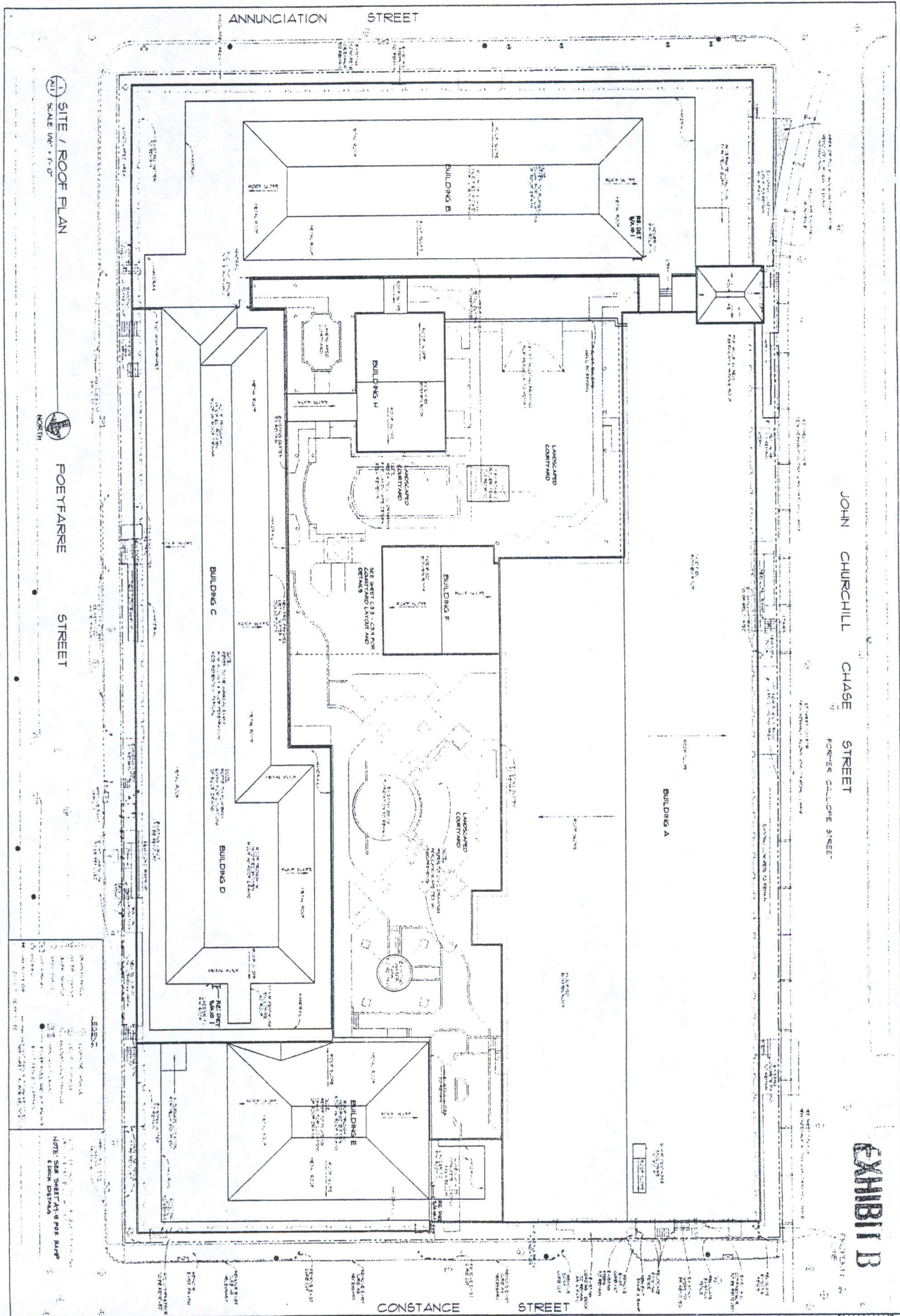
thence along the easterly right of way of Constance Street, $N13^{\circ}44'45''E$ a distance of 265 feet $5\text{-}4/8$ inches to the southeast intersection of Constance and Poeyfarre Streets;

thence along the southerly right of way of Poeyfarre Street $S76^{\circ}06'15''E$ a distance of 465 feet $4\text{-}7/8$ inches to the southwest intersection of Annunciation and Poeyfarre Streets;

thence along the westerly right of way of Annunciation Street $S13^{\circ}41'45''W$ a distance of 265 feet $5\text{-}4/8$ inches to the northwest intersection of Annunciation and John Churchill Chase Streets;

thence along the northerly right of way of John Churchill Chase Street $N76^{\circ}06'15''W$ a distance of 465 feet $7\text{-}6/8$ inches to the Point of Beginning.

1/800



SITE / ROOF PLAN
 SCALE 1/8" = 1'-0"

FOTYFARRE STREET
 NORTH

JOHN CHURCHILL CHASE STREET
 FORMER CALLEE STREET

EXHIBIT B

LEGEND

[Symbol]	STRUCTURE
[Symbol]	LANDSCAPING
[Symbol]	MECHANICAL
[Symbol]	ELECTRICAL
[Symbol]	PLUMBING
[Symbol]	PAVING
[Symbol]	ASPHALT DRIVE
[Symbol]	CONCRETE DRIVE
[Symbol]	GRAVEL DRIVE
[Symbol]	GRASS DRIVE
[Symbol]	WOOD DRIVE
[Symbol]	WOOD DECK
[Symbol]	WOOD PATIO
[Symbol]	WOOD PORCH
[Symbol]	WOOD WALK
[Symbol]	WOOD STAIR
[Symbol]	WOOD RAMP
[Symbol]	WOOD FENCE
[Symbol]	WOOD SIGN
[Symbol]	WOOD SIGN MOUNTING
[Symbol]	WOOD SIGN LETTERING
[Symbol]	WOOD SIGN LIGHTING
[Symbol]	WOOD SIGN ELECTRICAL
[Symbol]	WOOD SIGN PLUMBING
[Symbol]	WOOD SIGN MECHANICAL
[Symbol]	WOOD SIGN ELECTRICAL MECHANICAL PLUMBING
[Symbol]	WOOD SIGN ELECTRICAL MECHANICAL PLUMBING PAVING
[Symbol]	WOOD SIGN ELECTRICAL MECHANICAL PLUMBING PAVING LANDSCAPING
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[Symbol]	WOOD SIGN ELECTRICAL MECHANICAL PLUMBING PAVING LANDSCAPING MECHANICAL PLUMBING
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NOTE: SEE SHEET A11-B FOR PLAN

PROJECT NO. 5032
 DATE: JANUARY 14, 1964
 DRAWN BY: J. A. M. AND
 CHECKED BY: J. A. M.
 F. A. M. 141

CONSTANCE STREET

COTTON MILL APARTMENTS

920 POYFARRE STREET NEW ORLEANS, LOUISIANA 70130

A11
 1/8" = 1'-0"

HCI

CONTRACTOR'S & ARCHITECT'S
 1500 Poyfarre Street
 New Orleans, Louisiana 70130
 Phone: 523-3344

CONTRACTOR'S & ARCHITECT'S
 1500 Poyfarre Street
 New Orleans, Louisiana 70130
 Phone: 523-3344

EXTERIOR ELEVATIONS

<u>Picture #</u>	<u>Description/View</u>
51	Corner of Annunciation and Poeyfarre.
52	Poeyfarre Street face.
53	Poeyfarre Street face.
54	Poeyfarre Street face.
55	Corner of Poeyfarre and Constance Streets.
61	Corner of Poeyfarre and Constance Streets.
62	Constance Street face - "Orleanian Terminal" sign.
63	Corner of Constance Street and John Churchill Chase.
64	Corner of Constance Street and John Churchill Chase.
71	Corner of Constance Street and John Churchill Chase.
72	John Churchill Chase face looking toward clock tower and Annunciation.
73	John Churchill Chase face looking toward Annunciation.
74	John Churchill Chase face - clock tower and loading dock.
75	John Churchill Chase face looking toward Constance Street.
81	Corner of John Churchill Chase and Annunciation Streets.
82	Annunciation face looking toward Poeyfarre Street.
83	Annunciation face looking toward John Churchill Chase.
84	Corner of Annunciation and Poeyfarre.

INTERIOR COURTYARD ELEVATIONS

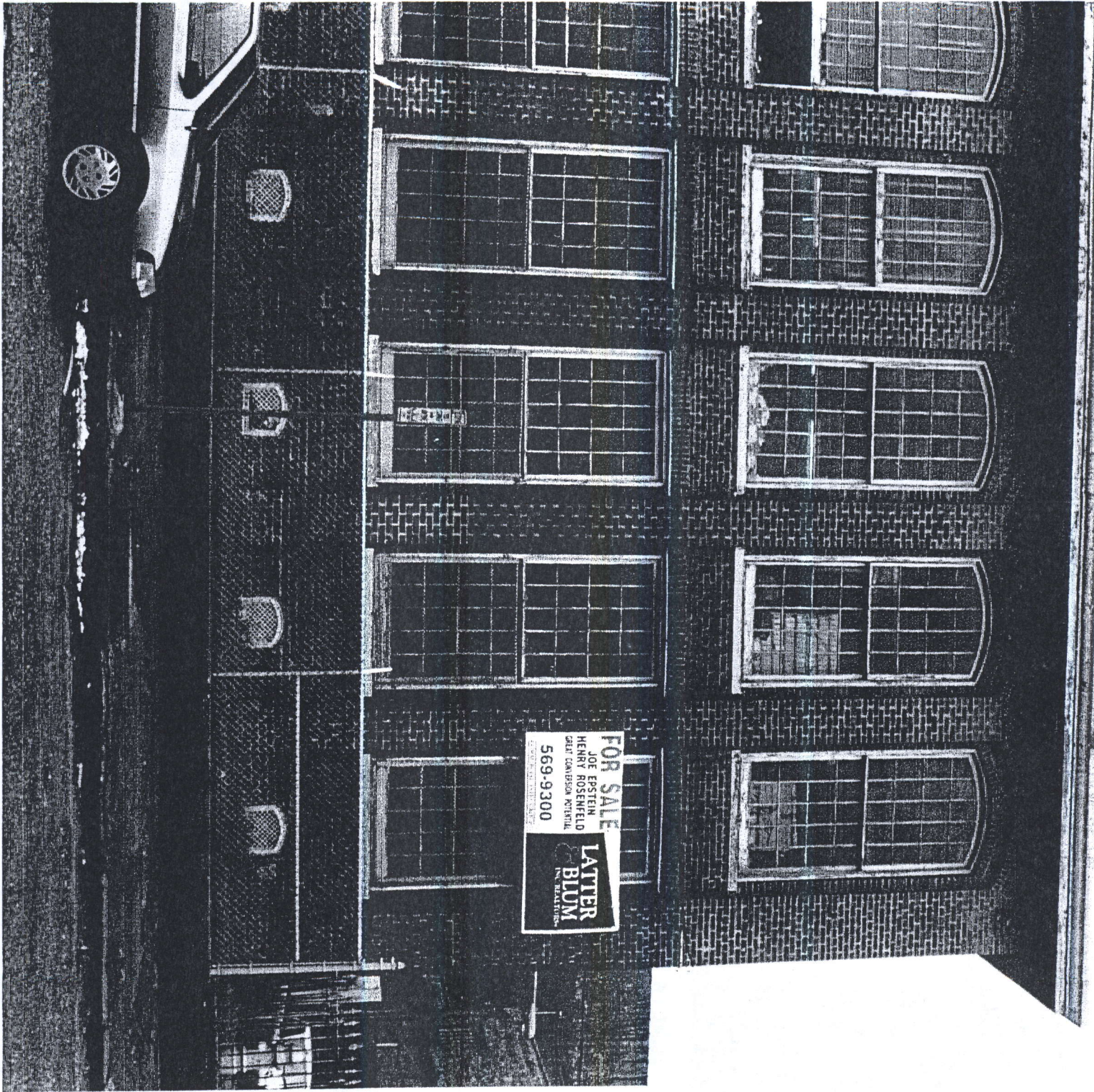
Picture #111 is taken as you enter the courtyard from Constance Street looking toward Annunciation Street. The remaining pictures go around the courtyard in a counter-clockwise direction.

<u>Picture #</u>	<u>Description/View</u>
111	Building "A" elevation as you enter courtyard from Constance Street.
112	Building "A" face.
113	Building "A" face.
114	Building "A"; existing pedestrian bridges shown.
115	Building "F" face looking toward Annunciation Street.
116	Building "C" face looking toward Poeyfarre Street.
117	Building "D" looking toward Poeyfarre Street



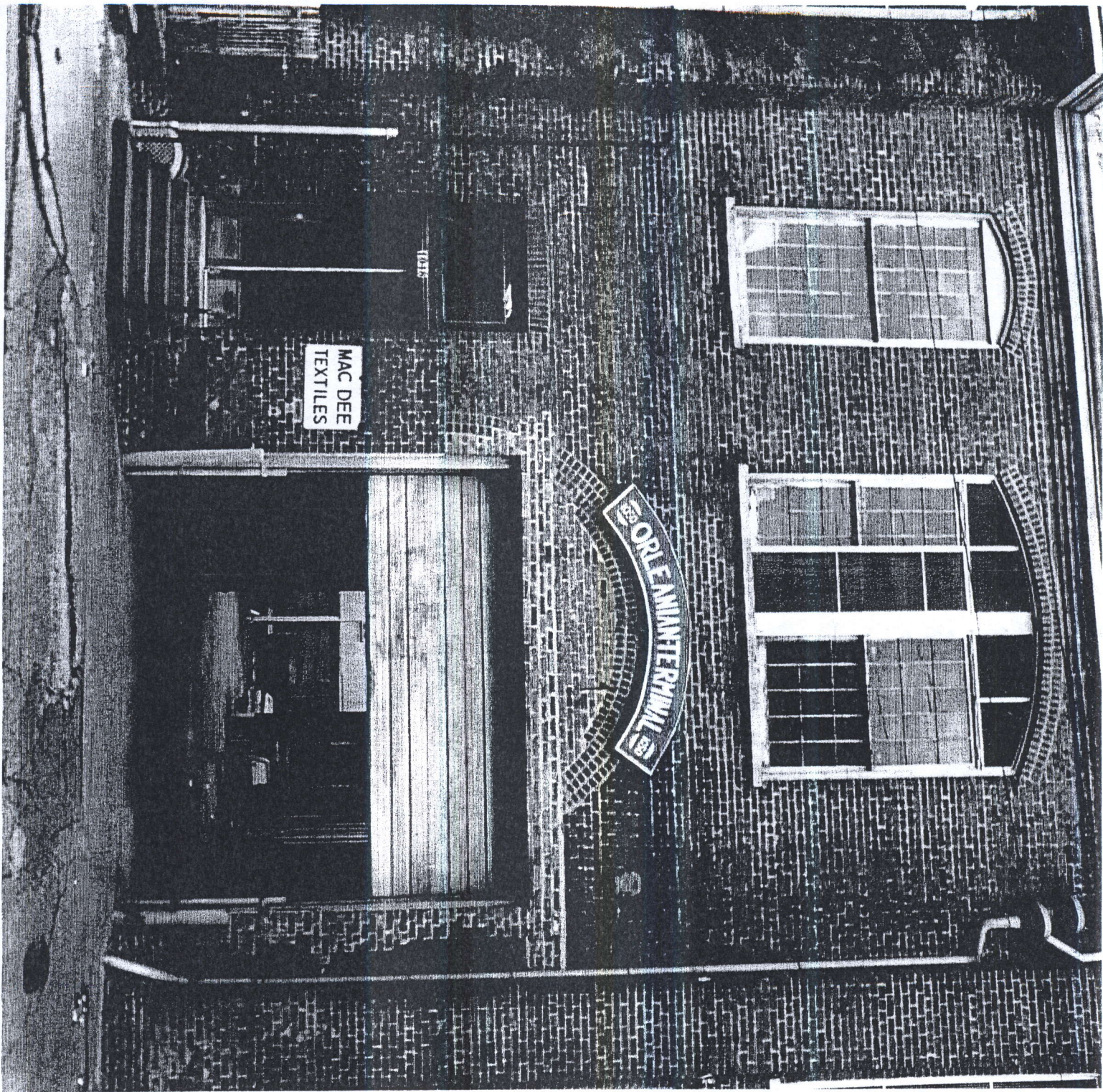






FOR SALE
 JOE EPSTEIN
 HENRI ROSENFELD
 GAIL DAVIDSON KOFFMULL
 569-9300

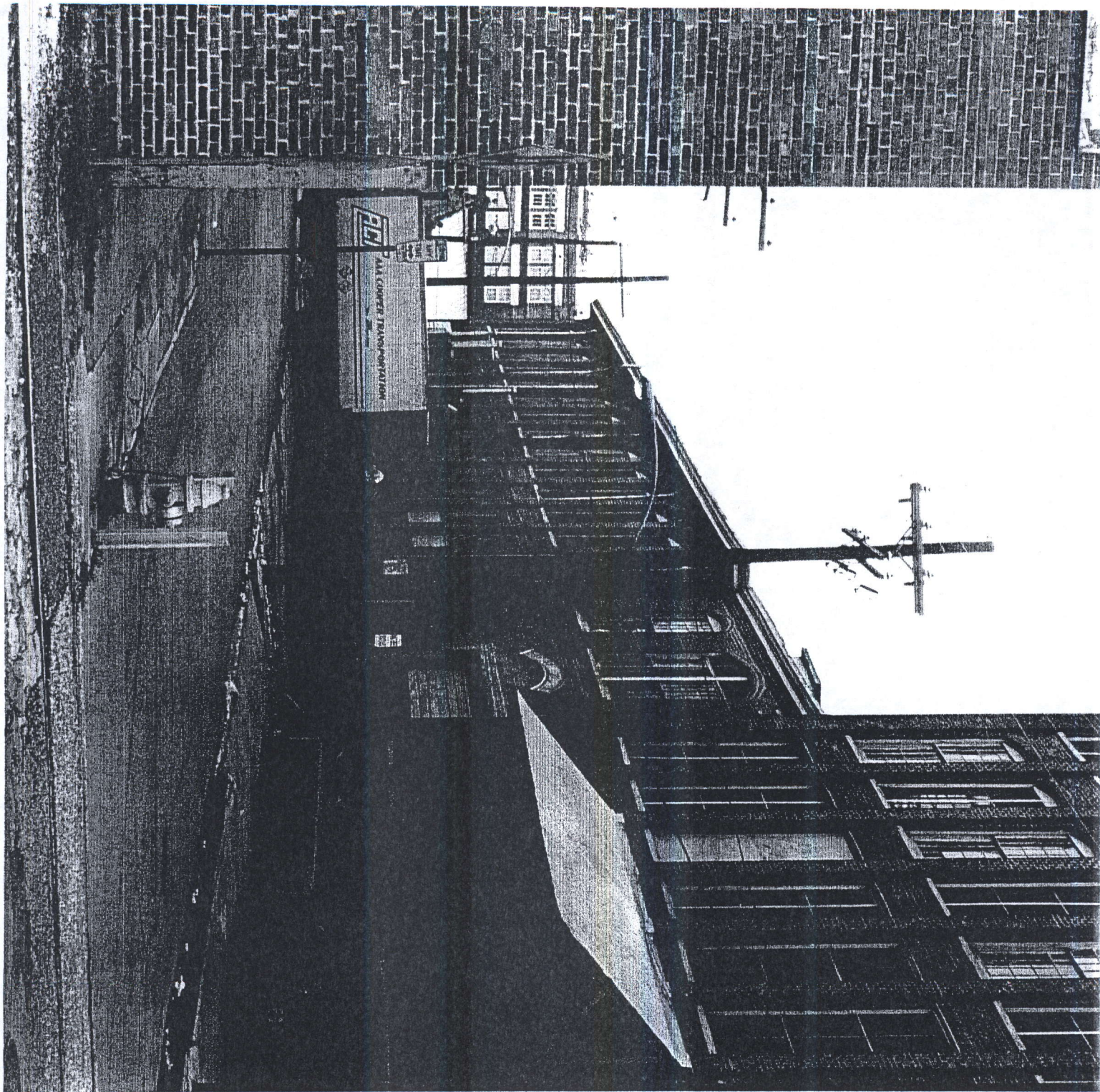
**LATTER
 BLUM**
 REALTORS

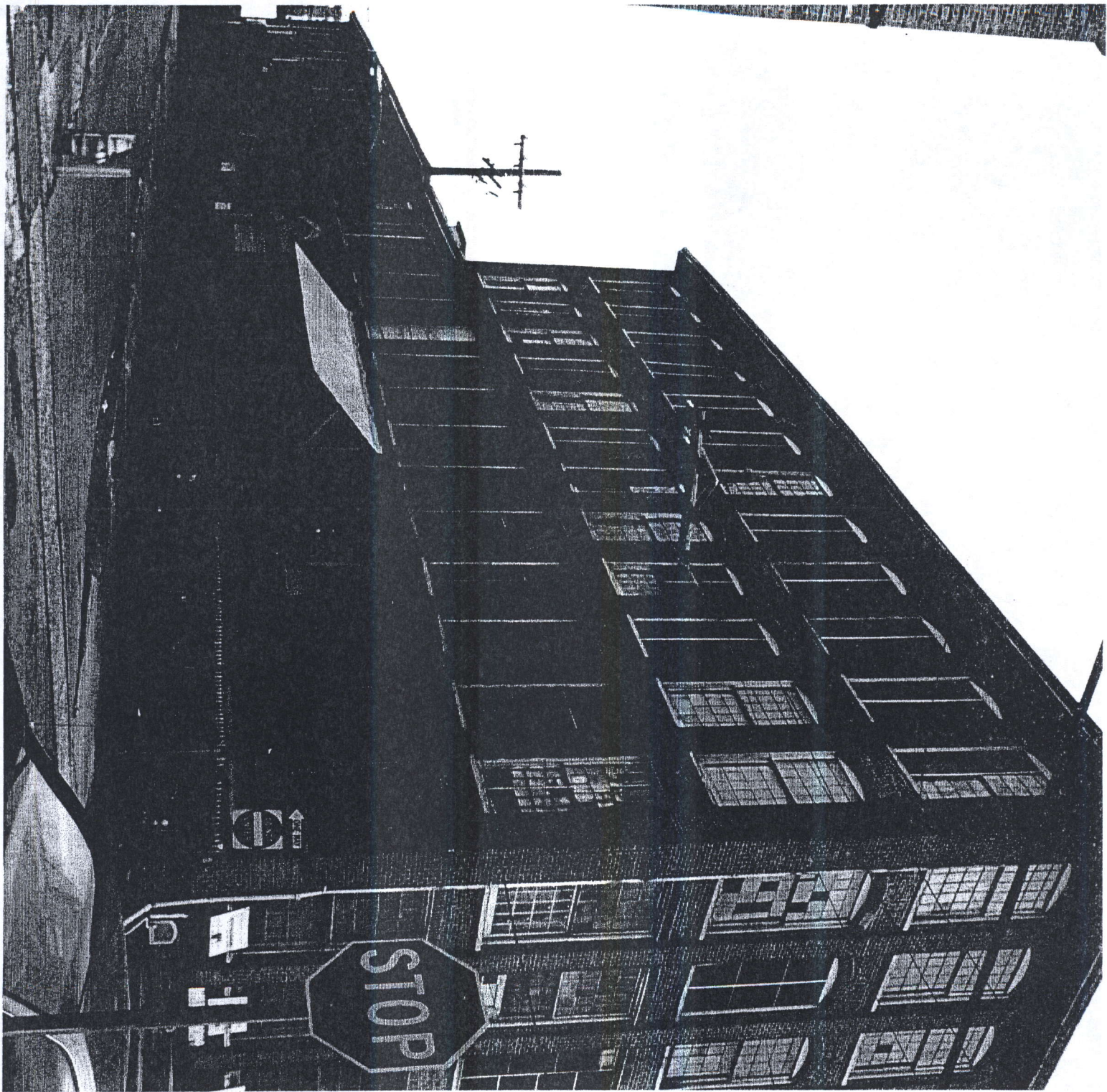


MAC DEE
TEXTILES

THE ORLEANS HOTEL

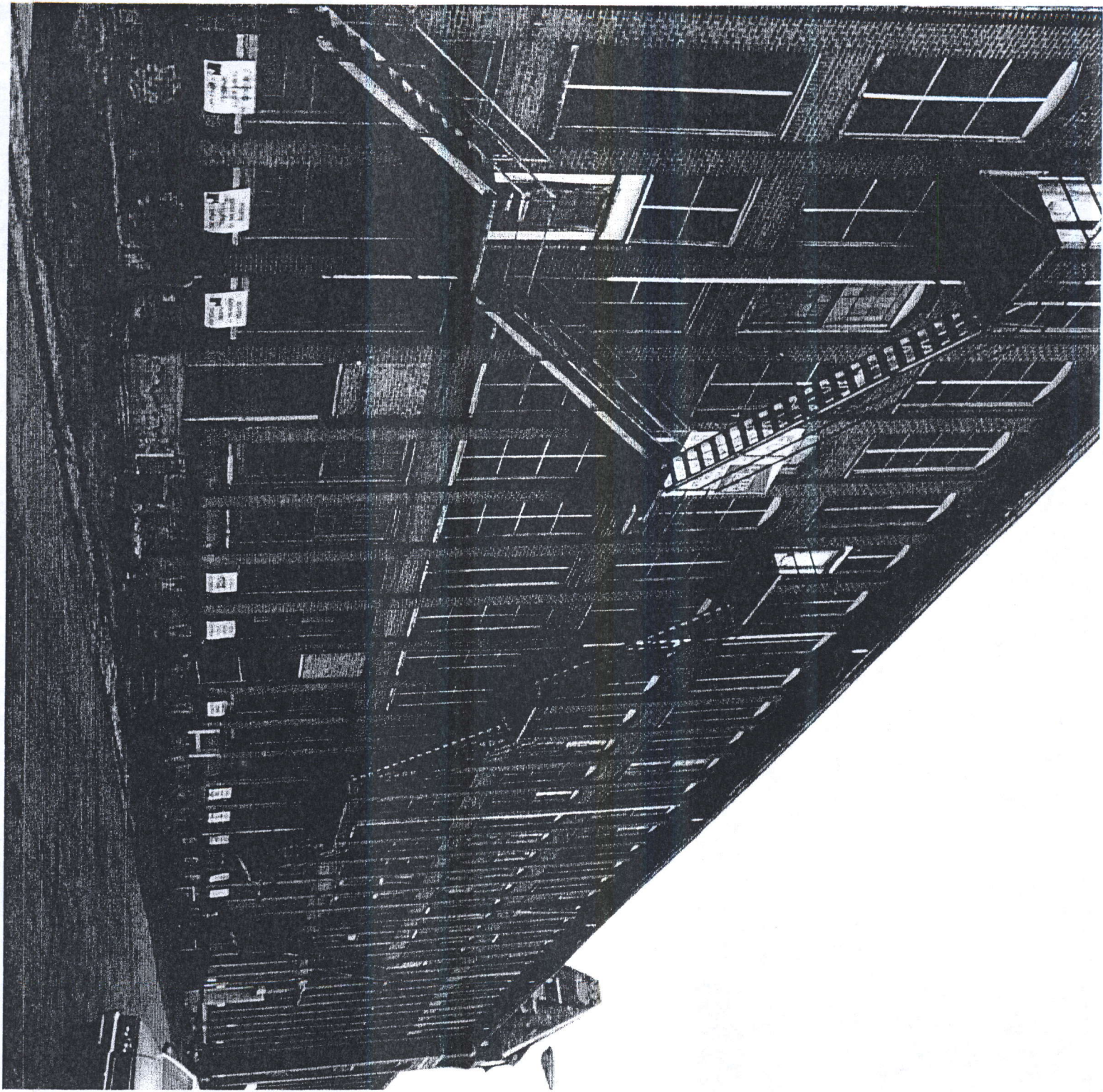
10417

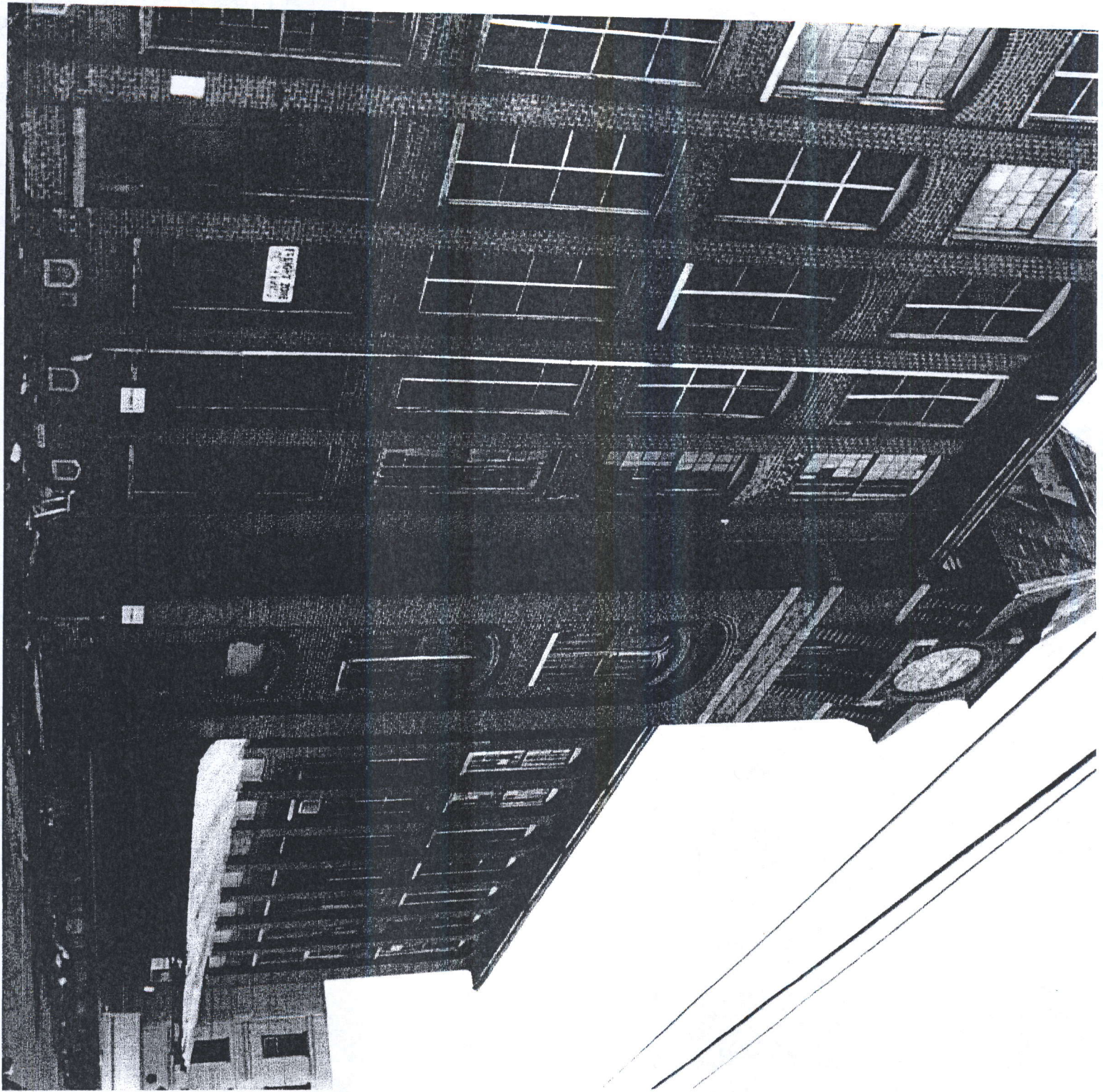














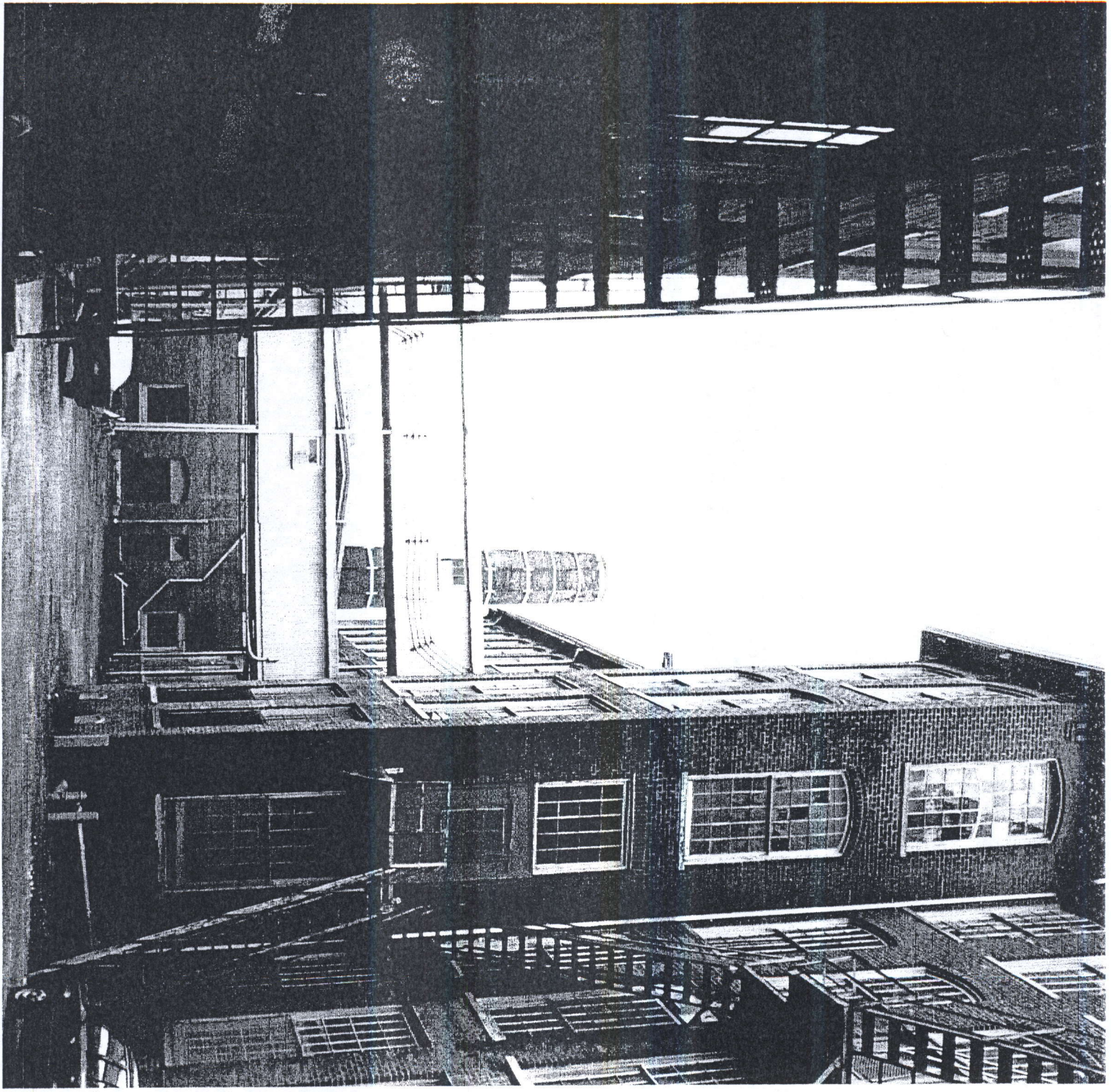


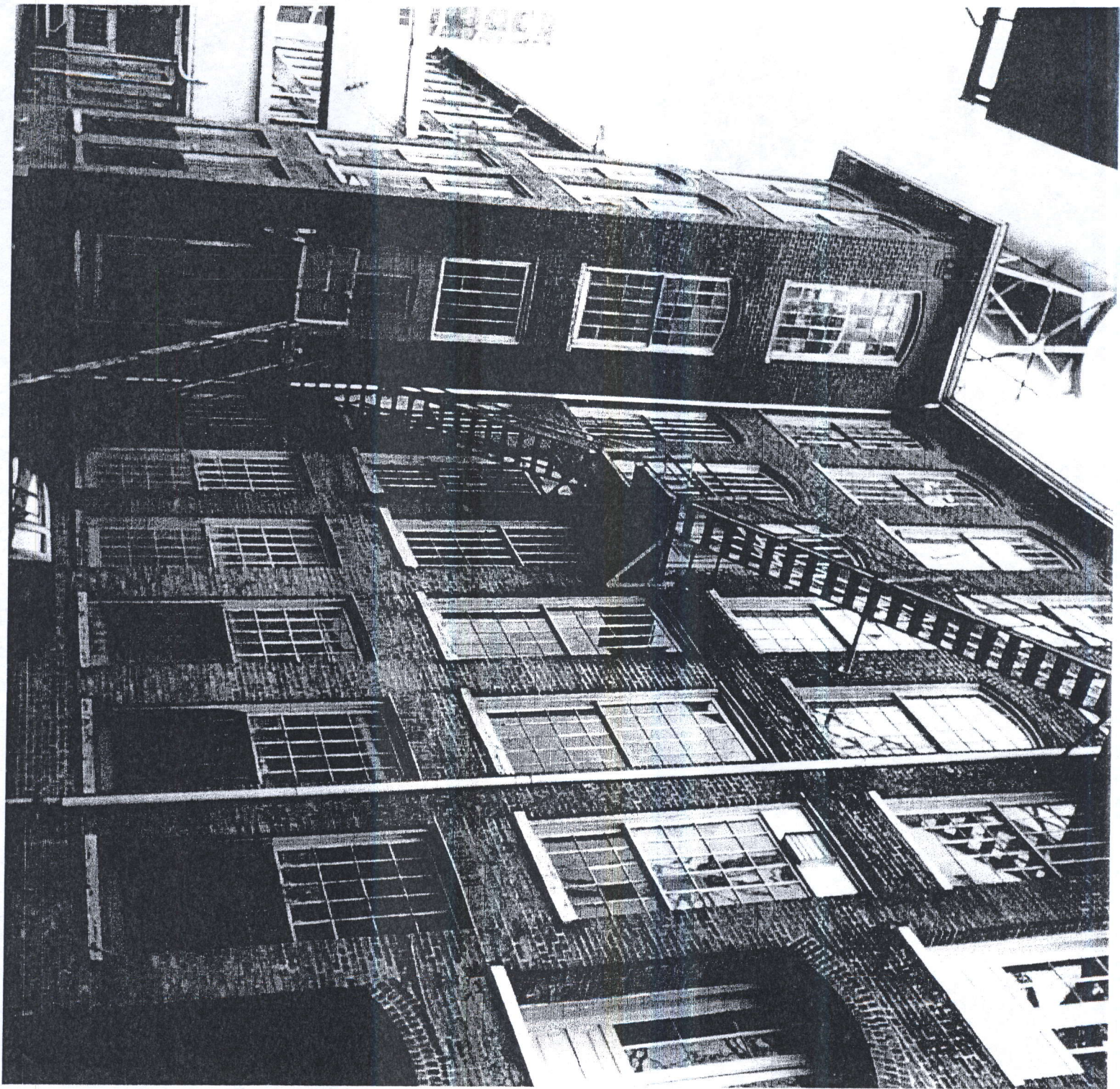
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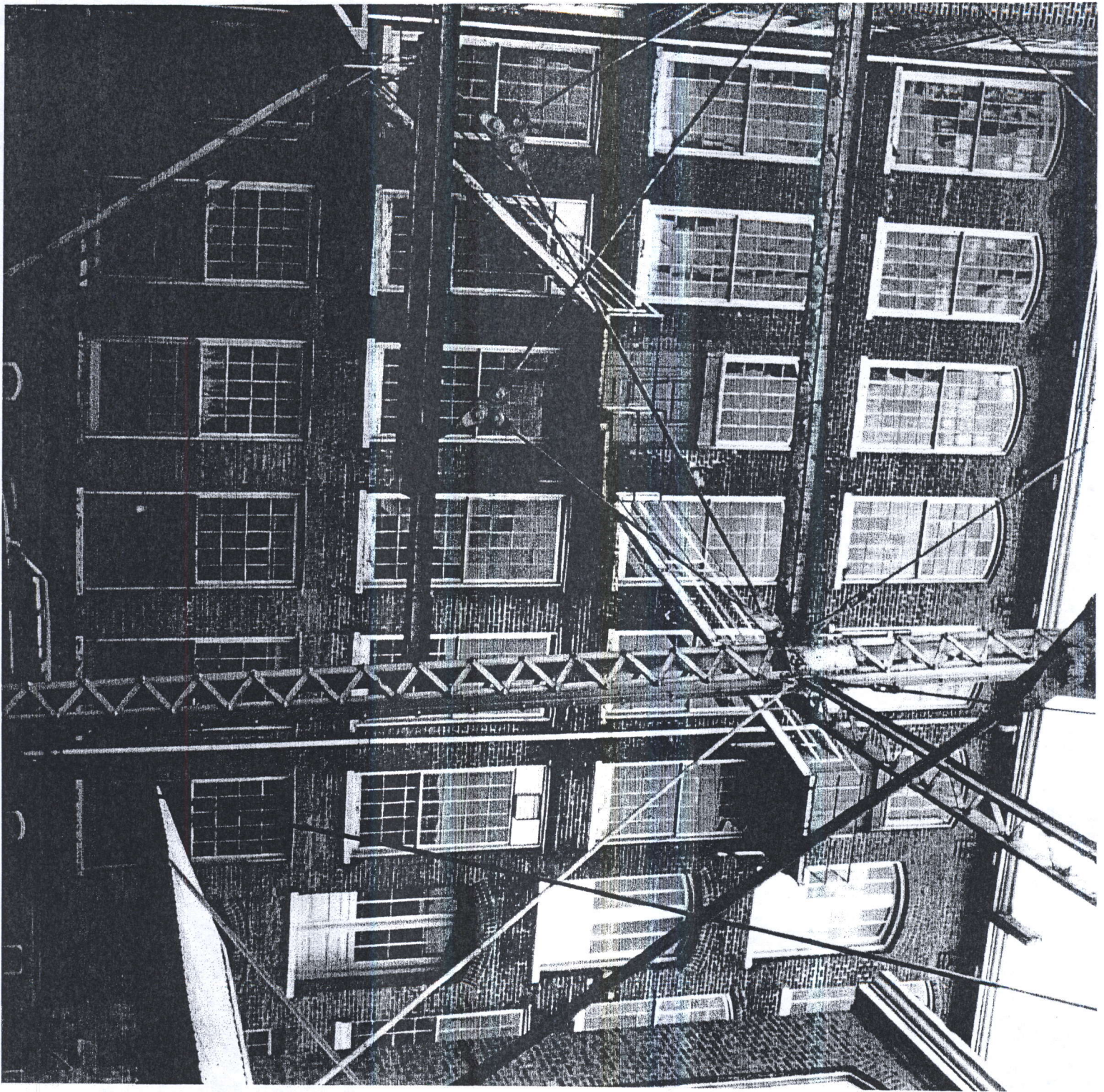


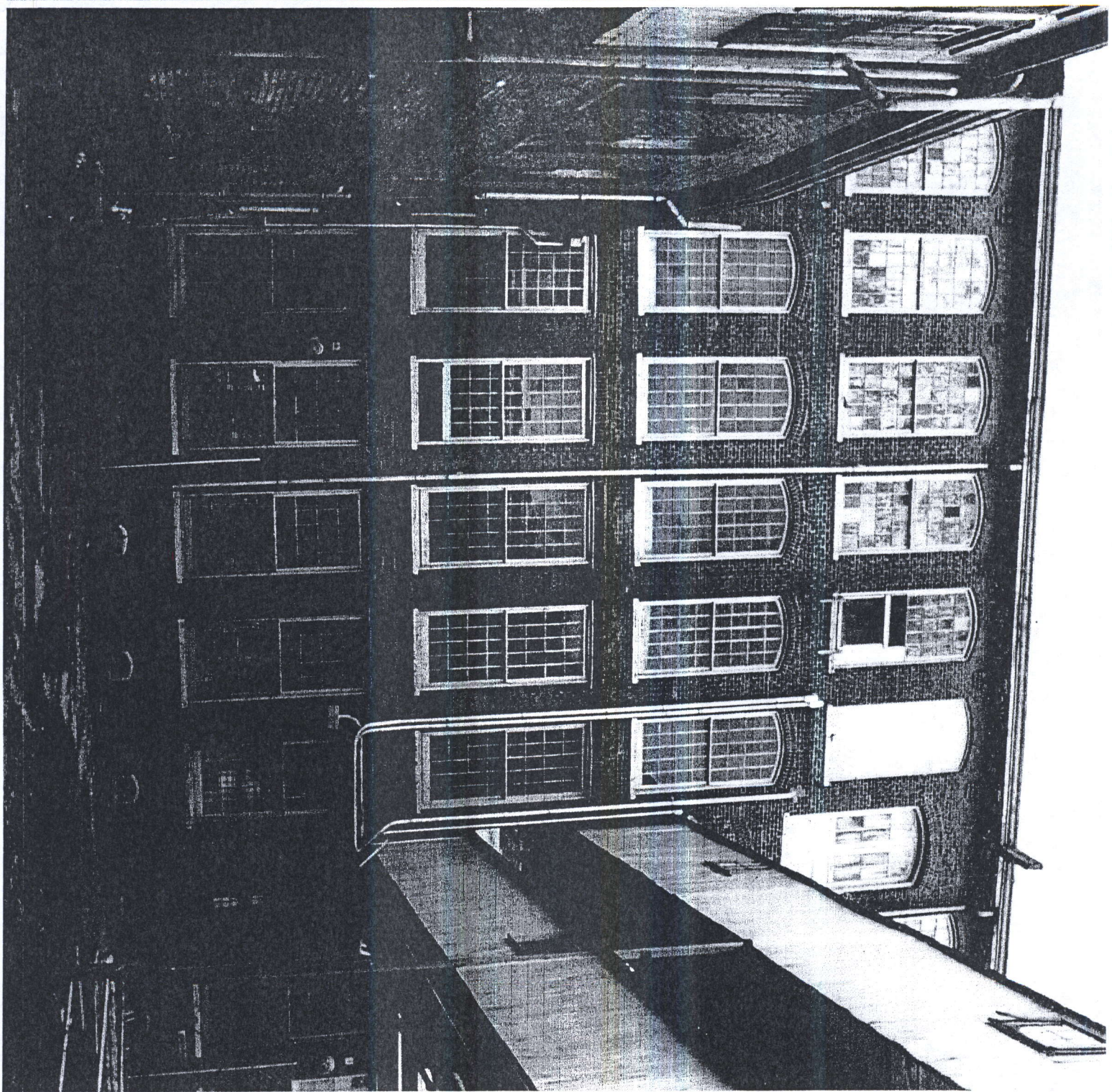














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