

**CITY COUNCIL AGENDA ITEM COVER MEMO**

Agenda Item Number: 15.hh.

Meeting Type: Regular

Meeting Date: Apr 23, 2015

Action Requested By: Administration

Agenda Type: Resolution

**Subject Matter:**

Conservation and Preservation Facade Easement for 115 East Clinton Avenue.

**Exact Wording for the Agenda:**

Resolution authorizing the Mayor to execute a Conservation and Preservation Facade Easement between the City of Huntsville and Cityscapes, LLC, for Mason Building located at 115 East Clinton Avenue.

**Note: If amendment, Please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: \_\_\_\_\_

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: \_\_\_\_\_

Date: \_\_\_\_\_

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Administration Council Meeting Date: 4/23/2015

Department Contact: John Hamilton Phone # 427-5000

Contract or Agreement: Conservation and Preservation Façade Easement

Document Name: Conservation and Preservation Façade Easement 115 Clinton Ave.

City Obligation Amount: \_\_\_\_\_

Total Project Budget: \_\_\_\_\_

Uncommitted Account Balance: \$200,000.00

Account Number: \_\_\_\_\_

### Procurement Agreements

<b>Not Applicable</b>	<b>Not Applicable</b>
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### Grant-Funded Agreements

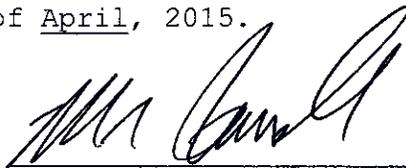
<b>Not Applicable</b>	Grant Name: _____
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Department	Signature	Date
1) Originating	<i>John Hamilton</i>	<i>4.23.15</i>
2) Legal	<i>Mary C. Cates</i>	<i>4-23-2015</i>
3) Finance	<i>[Signature]</i>	<i>4/23</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 15-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Conservation and Preservation Façade Easement Agreement by and between the City of Huntsville, Alabama, and Cityscapes, LLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Conservation and Preservation Agreement between the City of Huntsville and Cityscapes, LLC, for Mason Building located at 115 East Clinton Avenue," consisting of one hundred eighteen (118) pages including Exhibits A, B, C, and D, and the date of April 23, 2015, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 23rd day of April, 2015.



\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 23rd day of April, 2015.



\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

STATE OF ALABAMA    )  
COUNTY OF MADISON   )

**CONSERVATION AND PRESERVATION FAÇADE EASEMENT  
FOR MASON BUILDING  
AT 115 EAST CLINTON AVENUE, HUNTSVILLE, ALABAMA**

**THIS CONSERVATION AND PRESERVATION FACADE EASEMENT** (herein called the "Agreement") is hereby made and entered into on April \_\_, 2015 (the "Dated Date"), between the **CITY OF HUNTSVILLE**, a municipal corporation under the laws of the State of Alabama (herein called the "City" or "Grantee"), and **CITYSCAPES, LLC**, an Alabama limited liability company (herein called the "Company" or "Grantor" and, together with the City, herein from time to time called the "Parties").

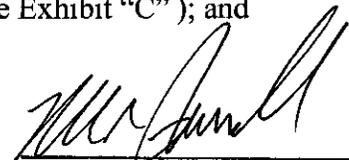
**RECITALS**

WHEREAS, pursuant to the authority in Code of Alabama (1975) Section 35-18-1 *et seq.*, the City desires to protect and preserve a historically and architecturally significant commercial building in downtown Huntsville, Alabama and to impose requirements for conservation, restoration, preservation and maintenance for such building known as the Mason Building.

WHEREAS, the Company has legal fee simple title to the Mason Building more particularly described on Exhibit A hereto (herein called the "Mason Building Façade Easement Site"), which includes a multi-story Chicago style commercial building located at 115 East Clinton Avenue and referred to generally as the "Mason Building" (herein called the "Mason Building"); and

WHEREAS, the Mason Building, a historic Chicago style commercial building designed by local architect Edgar Love and built in 1927, has been listed on the U.S. National Register of Historic Places since 1980, is one of only a few local terra cotta commercial buildings, is quite distinctive in appearance, and features a façade clad in glazed architectural terra cotta tiles, with pilasters at the corners extending above the cornice, a terra cotta band painted with a wave pattern separating the ground floor from the mezzanine-level windows, and stepped rows of tiles between the mezzanine and second floor along with two rows of dentils (small then large) and a cornice. The second floor is divided by two wide pilasters, with two multi-light casement windows in the outer bays and three in the middle. (See Exhibit "B" for additional description and history of structure);

WHEREAS, the Mason Building Façade illustrates appealing aesthetic of design and setting, and possesses integrity of materials and workmanship as more particularly documented in a set of reports, drawings, and photographs collected together and attached hereto (herein called the "Mason Building Façade Baseline Documents", See Exhibit "C"); and

  
\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama  
Date: \_\_\_\_\_

WHEREAS, since its original construction certain changes have been made to the Mason Building Façade and the historical and architectural significance of the building merits conservation and preservation this time in accordance with "Mason Building Façade Conservation and Preservation Standards" hereinafter defined herein and in Exhibit "D";

WHEREAS, but for the transactions described in this Agreement, the Company or a successor in interest might demolish or substantially modify the Mason Building Façade in order to redevelop the same in an economical manner; and

WHEREAS, the City and the Company recognize the architectural value and significance of the Mason Building Façade, and the City has an interest in (a) causing the Mason Building Façade conservation and preservation to be conducted in accordance with the Mason Building Façade Conservation and Preservation Standards, (b) preserving, and subjecting any future changes to approval by the City of, the Mason Building Façade, all in order to benefit the public by conserving and protecting structures in the City's central downtown Huntsville that are of historically and architectural value and significance;

WHEREAS, the Company is willing to (a) conduct any future preservation work in accordance with the "Mason Building Façade Conservation and Preservation Standards" set forth herein, (b) protect the building façade from future alterations that interfere with this façade easement and the historical significance of the building;, (c) grant to the City a perpetual easement (herein called the "Façade Easement") that would prevent the Company, or any successor in interest or title to the Company or the land affected hereby, from removing or otherwise altering the Mason Building Façade without the prior written consent of the City; and

WHEREAS, in order to pay the cost of acquiring the Conservation and Preservation Façade Easement and the other rights of the City granted hereunder, the City has agreed to make payments to the Company in the amount equal to TWO HUNDRED THOUSAND DOLLARS (\$200,000), all subject to and in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

## **ARTICLE I**

### **EFFECTIVE DATE**

**Section 1.1 Effective Date.** This Agreement shall become effective upon the date that that it is approved and executed by the last party to approve and execute the Agreement.

**ARTICLE II**  
**DEFINITIONS**

**SECTION 2.1**        **Defined Terms.** As used herein the following term shall have the following meaning:

"Mason Building Façade" means the south facing exterior surfaces of the Mason Building visible from, contiguous to, and parallel with East Clinton Avenue, the east, north and west facing exterior surfaces of the Mason Building visible from, contiguous to, and parallel with the surrounding alleyways on the east, north, and west sides of the building, and additionally includes the black and white tiled portion of the ground floor foyer, surrounding and including the tiled portion spelling "MASON".

**ARTICLE III**  
**REPRESENTATIONS AND WARRANTIES**

**SECTION 3.1**        **Representations and Warranties of the City.** The City makes the following representations, warranties and findings:

(a)     The City is a municipal corporation under the laws of the State of Alabama and by proper action has duly authorized the execution, delivery and performance of this Agreement.

(b)     This Agreement constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

**SECTION 3.2**        **Representations and Warranties of the Company.**     The Company makes the following representations, warranties and findings:

(a)     The Company is duly organized and validly existing as a limited liability company under the laws of the State of Alabama and has duly authorized its execution, delivery and performance of this Agreement.

(b)     This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(c)     There is not now pending or, to the knowledge of the Company, threatened any litigation affecting the Company which questions (i) the validity or organization of the Company, (ii) the titles or positions of the members of the Company or its officers or the manner in which they are elected or (iii) the subject matter of this Agreement.

(d)     The Company is lawfully seized in fee simple title of the Mason Building Façade Easement Site and is the lawful owner and holder of the same; and the Company has full, lawful and sufficient right and power to sell and convey the Conservation and Preservation Façade Easement to the City as herein provided.

(e) That there are no deeds, mortgages, liens, claims, restrictions, judgments, pending legal suits, tax claims or other encumbrances on the Mason Building Façade Easement Site that would in any way interfere with or prevent this easement from running with the land and continuing in perpetuity and that a recent title search and opinion has been provided to the City indicating that no encumbrances of this nature are known that will interfere with the intent of or extinguish this façade easement.

**ARTICLE IV**  
**FACADE EASEMENT; MASON BUILDING FACADE CONSERVATION AND PRESERVATION STANDARDS**

**SECTION 4.1**      **Grant, Purpose and Extent of Conservation and Preservation Façade Easement.** (a) The Company, as Grantor, hereby bargains, sells, conveys, and grants to the City, as Grantee, and the City hereby purchases, acquires, receives and accepts, a conservation and preservation easement in perpetuity on and limited to the Mason Building Façade (as defined in Section 2.1 herein and called the "Façade Easement"). It is hereby declared, established and agreed that the Façade Easement shall run forever with that portion of the Mason Building Façade Easement Site on which the Mason Building Façade is located. The Parties agree that the present state and condition of the Mason Building Façade is as set forth in the Mason Building Baseline Documents.

(b) It is the purpose of the Conservation and Preservation Façade Easement created hereunder to assure that the Company, and any successor thereof or future owner of the Façade Easement Site, shall not modify, destroy, remove, demolish, or otherwise alter the historic and architectural features of the Façade without the prior written consent of the City, except as otherwise herein expressly provided herein and shall maintain, enhance, repair, protect, and prevent the further degradation of the facade. The provisions of this Conservation and Preservation Façade Easement shall be as set forth in this Agreement including, without limitation, the provisions set forth in this Article IV and in Article V.

**SECTION 4.2**      **Company Covenants; Prohibited Actions.** In furtherance of the Easement herein granted, the Company undertakes, of themselves, to do (and refrain from doing as the case may be) each of the following covenants, which contribute significantly to the public purpose of conserving and preserving the Mason Building Façade Site

(a) The building façade shall not be modified, destroyed, removed, demolished or otherwise torn down, except as expressly permitted by this Agreement.

(b) Rehabilitate, keep and maintain in a good state of repair, the footings, foundations, exterior walls, roof, pilasters, trim, exterior doors and windows of the building, and repair, reconstruct, and replace the same as they may be damaged or destroyed by casualty, loss, deterioration, and ordinary wear-and-tear; provided, however, that such rehabilitation shall be substantially and reasonably as approved by the City in accordance with the Secretary of the Interior's Standards for Treatment of Historic Properties, U.S. Department of the Interior,

National Park Service, Preservation Assistance Division, Washington, D. C. and as further set forth in Exhibit "D";

(c) Refrain from erecting, constructing, or moving any new outbuilding or dependent structure, or anything on the Site or Façade that would materially encroach on the Site or property surrounding the Site or Façade or be incompatible with the historic or architectural structure, or would obstruct or otherwise interfere with the public's substantial and regular opportunity to view the exterior architectural features of the Site. Nothing in the foregoing provision shall be construed to prohibit the installation of a lawful attached accessory sign. No right to physical access is granted to the general public by reason of the Easement or this Agreement;

(d) Insure the Mason Building Façade Site against loss by fire and peril normally covered by extended coverage endorsement at all times such insurance is available upon commercially reasonable terms and conditions, with a reputable carrier.

(e) Covenant and represent that no hazardous substance or toxic waste exist nor has been stored, used, disposed of or deposited in or on the Site, and that there is not now any underground storage tank located on the Site.

**SECTION 4.3** **Façade Easement to Run with the Land.** It is hereby declared, established and agreed that the Façade Easement shall forever run with the Façade Easement Site in perpetuity and shall extend to and be binding upon the Company and the City and all successors in interest through them. The Company shall include and insert all restriction, stipulations and covenants contained in this Agreement, verbatim or by express reference, in any subsequent deed or other legal instrument by which the Company divest themselves of either fee simple title or to any lesser estate in the Mason Building Façade Easement Site or any part thereof.

**SECTION 4.4** **Casualty Damage or Destruction.** (a) In the event that any portion of the Mason Building Façade Easement Site shall be significantly damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty (herein called a "Casualty") that impacts the Façade, or any portions thereof, in a single occurrence of \$25,000 or greater, the Company shall notify the City in writing within fourteen (14) days of the Casualty, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type impacting a Façade, other than temporary emergency work to prevent further damage to such Façade or to protect public safety, shall be undertaken by the Company without the City's prior written approval unless the Company's repairs or reconstruction shall be to restore a Façade to its original condition immediately prior to such Casualty, using the same or substantially the same materials and architectural features.

(b) Within sixty (60) days of the date of such damage or destruction the Company shall submit to the City, at the expense of the Company, a written report that shall include: (i) an assessment of the nature and extent of the damage, (ii) a determination of the feasibility of

restoring the Façades, and (iii) a report of such restoration/reconstruction work necessary to return the damaged portion of the Façades to its original condition immediately prior to such Casualty, using the same materials and architectural features. If, after reviewing the report described in Section 4.4(b) hereof and assessing the Insurance Proceeds, if any, to cover the costs of rehabilitation/preservation, the Company and the City agree that the purpose of the Façade Easement will be served by such rehabilitation/preservation, the Company shall restore/renovate/rehabilitate/preserve the Façades at issue (at the cost of the Company) in accordance with plans and specifications consented to by the City.

(d) If, after reviewing the report described in Section 4.4(b) hereof and assessing the Insurance Proceeds, if any, to cover the cost of rehabilitation/preservation, the Company and the City agree that rehabilitation/preservation of the Façade impacted by the Casualty is unfeasible, impracticable or impossible, or agree that the purpose of the Façade Easement would not be served by such rehabilitation/preservation, then, unless otherwise agreed by the Company and the City in writing, (1) the Company shall not be required to restore/renovate/rehabilitate/preserve the Façade at issue, (2) the Company shall be free to alter, demolish, remove or raze the façade impacted by such Casualty or Casualties and (3) this Agreement shall be terminated.

(e) If, after reviewing the report described in Section 4.4(b) hereof and assessing the Insurance Proceeds, if any, to cover the costs of rehabilitation/preservation the Company and the City are unable to agree that the purpose of the Façade Easement will or will not be served by such rehabilitation/preservation such issue may be referred by either party to binding arbitration and shall be settled in accordance therewith as follows:

i. Each Party shall select as an arbitrator an architect, and the decision of the two architects as to whether the purpose of the Façade Easement will or will not be served by such rehabilitation/preservation shall be final. However, if the two architects cannot agree on a decision, they shall select a third architect, and the decision of the third architect as to whether the purpose of the Façade Easement will or will not be served by such rehabilitation/preservation shall be final.

ii. If the arbitrator determines that the purpose of the Façade Easement will be served by such rehabilitation/preservation, the Company shall rehabilitate/preserve the Façades at issue (at the cost of the Company) in accordance with plans and specifications consented to by the City; provided, however, if the Insurance Proceeds from such Casualty are insufficient for the Company to pay for such rehabilitation/preservation, unless otherwise agreed in writing by the City and the Company,) the Company shall have no obligation to undertake such rehabilitation/preservation and upon reimbursement to the City of its payment of \$200,000 for the Façade Easement, the Company may alter, demolish, remove or raze the façade impacted by such Casualty or Casualties and this Agreement shall be terminated.

iii. If the arbitrator determines that rehabilitation/preservation of the Façade impacted by the Casualty is unfeasible, impracticable or impossible, or determines that the purpose of the Façade Easement would not be served by such rehabilitation/preservation, then the Company shall not be required to rehabilitate/preserve the Façade at issue upon reimbursement to the City of its payment of \$200,000 for the Façade Easement, the Company may alter, demolish, remove or raze the façade impacted by such Casualty or Casualties and this Agreement shall be terminated.

For purposes of this paragraph (e), (1) each Party shall pay the costs of the architect that it selects as arbitrator, (2) if the two architects cannot agree on a decision and shall select a third architect, the cost of such third architect shall be shared equally between the Company and the City, and (3) neither Party may select an architect with whom such Party has done business in the preceding five years or who otherwise may have a conflict of interest.

If, during the rehabilitation of the Mason Building Façade, the Façade, or any part thereof, shall be significantly damaged or destroyed in a manner not anticipated by the terms of this Agreement, the Company shall promptly repair and restore the Façade to the condition anticipated by this Agreement at the Company's sole cost and expense.

**SECTION 4.5**      **Mason Building Façade Conservation and Preservation Standards.** (a)      The Company hereby covenants and agrees that the Mason Building Façade Conservation and Preservation shall be conducted in accordance with the Mason Building Façade Conservation and Preservation Standards as set forth in Exhibit "D"

**SECTION 4.6**      **Inspections and Enforcement.** After notice to and with the consent of the Company, which such consent shall not be unreasonably withheld, representatives of the City shall be permitted at all reasonable times access to the Mason Building Façade Easement Site to inspect the exterior of the Site to determine compliance with the requirements of hereunder; provided, however, that in cases where the City reasonably determines that immediate access to the Site is required to prevent, terminate or mitigate a violation of this Agreement or the Façade Easement the City need not obtain prior consent of the Company and shall be permitted access to the Site to inspect the Façades. Any inspection by the City shall not damage the Facades, and the City is not authorized to undertake borings, samplings, or other invasive procedures that risk damage to the Façades. Enforcement proceedings of any one or more of the covenants and requirements of this Agreement may be brought by the City or its successors and assigns at law, or in equity, against any person or persons violating or threatening to violate any provisions herein, either to retrain a violation or threatened violation or to specifically enforce performance thereof, or to recover damages. If action to enforce provisions of this Agreement becomes necessary, the City shall be entitled to recover its costs and attorney's fees or so doing.

**SECTION 4.7**      **Other Documents.** The Company hereby covenants and agrees to execute and deliver any and all other agreements, instruments, certificates or documents reasonably required by the City in order to evidence the grant by the Company of the Façade Easement to the City.

**ARTICLE V**  
**APPROVAL OF FAÇADES;**  
**CHANGES TO FAÇADES**

**SECTION 5.1**      **City Approval Respecting Changes to Mason Building Façade.**  
As part of the Façade Easement that shall forever run with that portion of the Façade Easement Site on which the Mason Building Façade is located, the Company hereby covenants and agrees that the Mason Building Façade Conservation and Preservation shall be conducted in accordance and façade standards (the "Mason Building Façade Conservation and Preservation Standards") and that any changes or modification to the Façade Easement as defined herein are subject to the prior written consent of the City. Any request for proposed changes or modifications to the Façade Easement shall be submitted with adequate renderings (including dimensioned to scale drawings) and documentation of the design parameters to the Department of Planning Services/Urban Development of the City (unless otherwise designated by the Mayor of the City in writing to the Developer), who shall review with input from the City's Historical Preservation Consultant. Within forty-five (45) days of the complete submission for approval, the City shall determine that (1) such proposed rendering and design parameters are acceptable to the City or (2) such proposed rendering and design parameters are not acceptable to the City.

**SECTION 5.2**      **No Express or Implied Approval of Construction Activity.**  
Anything in this Article V to the contrary notwithstanding, whether express or implied, it is hereby understood, acknowledged and agreed that approval by the City of any rendering and design parameters shall under no circumstances constitute an approval of any construction activity within the Site during any renovation as being in conformity with any applicable building codes and other usual inspection approvals by the City or any other governmental authority normal to any new construction in the City, which such approval process shall proceed in the normal course.

**ARTICLE VI**  
**CITY PAYMENT**

**SECTION 6.1**      **City Payment**

In consideration of the easement, including its agreements and provisions herein contained, the City hereby covenants and agrees to make payment to the Company of \$200,000 as consideration for the conservation and preservation façade easement described herein including the conservation, preservation, and maintenance of the historical and architecturally significant façade at 115 East Clinton Avenue. Such

payment shall be made within ten (10) calendar days of approval and execution of this agreement and easement.

**ARTICLE VII**  
**EVENTS OF DEFAULT AND REMEDIES**

**SECTION 7.1**            **Events of Default by the City.**

(a) Any one or more of the following shall constitute an event of default under this Agreement by the City (herein called a "City Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- i. the City shall fail to make any City Payment on the date said payment shall become due and payable hereunder;

(b) If a City Event of Default exists, the sole and exclusive remedies of the Company for any damages ever alleged against City shall be payment of the City Payment owed to the Company hereunder, and the Company shall not be entitled to any other damages whatsoever, including, without limitation, incidental or consequential damages, whether arising at law or in equity.

**SECTION 7.2**            **Events of Default by the Company.**

(a) Any one or more of the following shall constitute an event of default under this Agreement by the Company (herein called a "Company Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- i. at any time the Company shall remove, modify, alter or otherwise change the Mason Building Façade inconsistent with the conservation and preservation standards of this easement agreement without the prior written consent of the City;
- ii. the Company shall be in breach of any other of the Company's obligations under the Façade Easement provided for in Article IV and Article V of this Agreement; and
- iii. failure by the Company to perform or observe any of its agreements or covenants contained in this Agreement (other than an agreement or covenant a default in the performance or breach of which is elsewhere in this Agreement specifically dealt with),

which failure shall have continued for a period of thirty (30) calendar days after written notice specifying, in reasonable detail, the nature of such failure and requiring the Company to perform or observe the agreement or covenant with respect to which it is delinquent shall have been given to the Company by the City, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, (B) during such thirty (30) day period or any extension thereof, the Company has commenced and is diligently pursuing appropriate corrective action; or (C) the Company is by reason of *force majeure* at the time prevented from performing or observing the agreement or covenant with respect to which it is delinquent;

provided, with respect to the events listed in (i), (ii), (iii) above, such failure shall have continued for a period of thirty (30) calendar days after written notice (a "Company Default Notice") specifying, in reasonable detail, the nature of such failure and requiring the Company to perform or observe the agreement or covenant with respect to which it is delinquent shall have been given to the Company by the City, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such thirty (30) day period, or any extension thereof in writing by the City, the Company has commenced and is diligently pursuing appropriate corrective action, and, further, has corrected such failure to the reasonable satisfaction of the City by not later than 120 days following the date of such Company Default Notice.

(b) If a Company Event of Default exists the City may proceed to protect its rights hereunder by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of the Company herein contained or in aid of the exercise of any power or remedy granted to the City under this Agreement or law.

## **ARTICLE VIII** **MISCELLANEOUS PROVISIONS**

### **SECTION 8.1      Severability; Enforceability.**

The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof, and such invalid or unenforceable provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

### **SECTION 8.2      Entire Agreement.**

This Agreement contains the entire agreement of the Parties regarding the transactions described herein and there are no representations, oral or written, relating to the transactions

described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by the Party against whom enforcement of any change, modification, or discharge is sought. The execution of this Agreement by the City shall not constitute an approval of any construction activity referable to the Building or otherwise within the Mason Building Façade Easement Site as being in conformity with any applicable building codes and other usual inspection approvals by the City or any other governmental authority normal to any construction in the City, which such approval process shall proceed in the normal course.

**SECTION 8.3            Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

**SECTION 8.4            Binding Effect; Façade Easement to Run with the Land; Governing Law.**

(a) This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns. Except as set forth in the immediately succeeding sentence, this Agreement may not be assigned by the Company.

(b) The Façade Easement herein created shall bind and forever run with the Façade Easement Site.

(c) This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama.

**SECTION 8.5            Notices.**

All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the Party or to an officer of the Party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

(1) If to the City

The City of Huntsville  
308 Fountain Circle  
Huntsville, AL 35801  
Attn: Mayor

With a copy to:  
The City of Huntsville  
308 Fountain Circle  
Huntsville, AL 35801  
Attn: Director of Planning Services/Urban Development of the City

(2) If to Company:

CITYSCAPES, LLC  
Attn: James R. Hudson, Jr.  
127 Holmes Ave NW  
Huntsville, AL 35801

(c) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Any party may change the address for the sending of notifications by providing written notice to the other Party in accordance herewith.

**SECTION 8.6**        **Recordation.** The Company hereby consents to the recordation of this Agreement or a Memorandum of this Agreement executed by both parties in the office of the Judge of Probate of Madison County and in whatever other jurisdiction the City determines necessary or desirable in order to protect its rights under the Façade Easement. If this Agreement is terminated under the terms hereof, the City shall, at the written request of the Company (provided the company pre-pays to the City all legal and recording costs in connection therewith), record a release in form satisfactory to the Company.

**SECTION 8.7**        **Survival of Covenants.** The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms.

**SECTION 8.8**        **No Waiver.** No consent or waiver, express or implied, by either Party hereto or to any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of either party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall be construed to waive or limit the need for such consent in any other or subsequent instance.

**SECTION 8.9**        **Remedies.** Whenever either Party hereto shall default in the performance of any of its obligations under this Agreement, the other party hereto may take whatever legal proceeding (including actions for damages or for specific performance to the extent provided by law) as shall be necessary or desirable to enforce any agreement or condition

contained herein or any other obligation of the defaulting party imposed by law. The Parties hereto recognize, and will not object to, an action for specific performance.

**SECTION 8.10**     **No Partnership or Joint Venture**. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the City and the Company and their respective successors and assigns.

**SECTION 8.11**     **Headings**. The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

**SECTION 8.12**     **Amendment; Modification**. The Parties hereto hereby expressly agree, intend and understand that neither this Agreement nor any provision or terms hereof, shall be amended, changed, or modified in any respect, nor may be an estoppel, novation or waiver regarding the same be effectuated, without the Parties first executing a writing, in equal dignity to this Agreement, embodying their complete and full Agreement and understanding as to such amendment, change, modification, novation, or waiver.

**SECTION 8.13**     **Period in which to Terminate**. Notwithstanding anything in this Agreement to the contrary, if within twelve (12) months of the date of this Agreement the Company has not closed on a sale of the Mason Building Façade Easement Site to a third party, then Company may give notice of termination of this Agreement and upon its repayment of the \$200,000.00 to the City, this Agreement shall terminate. Such notice of cancellation must be given by the Company to the City on or before July 1, 2016.

**IN WITNESS WHEREOF**, the City and the Company have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the date and year first above written.

**CITY OF HUNTSVILLE**

By:   
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
ATTEST

**CITYSCAPES, LLC**

By: \_\_\_\_\_  
JAMES R. HUDSON, Jr.  
Its: \_\_\_\_\_

\_\_\_\_\_  
ATTEST

STATE OF ALABAMA )

MADISON COUNTY )

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that \_\_\_\_\_, whose name, as Mayor of the City of Huntsville, a municipal corporation under the laws of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he, as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires

STATE OF ALABAMA )

MADISON COUNTY )

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that James R. Hudson, Jr., whose name as \_\_\_\_\_ of, CITYSCAPES, LLC an Alabama limited liability company, sole member of, CITYSCAPES< LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he, in such capacity, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

(SEAL)

EXHIBIT A

MASON BUILDING FAÇADE EASEMENT SITE

Site is described as: 115 Clinton Ave East. Huntsville, Alabama

Subdivision Information: Old Town Blk 1-16 (001533, Lot 4, Block 4,  
Year/Book/Page: 2006/0410/0225590, Section 36-3S-1W

Tax Assessor Parcel No: 1407363002074000

Legal Description:

All those parts of Lots 4 and 12 in the original plan of the City of Huntsville, Alabama, and more particularly described as beginning at a stake on the north margin of Clinton Street at the southwest corner of said Lot No. 12 which point is 149.6 feet westwardly from the intersection of the north margin of Clinton street with the west margin of Washington Street, thence north 33-1/2 degrees West 201 feet along the east margin of a 9-foot alley to its intersection with the south margin of an 11-foot alley; thence along the margin of said alley north 56-1/2 degrees east 52 feet to a right angle turn in said alley; thence along the west margin of said alley south 33-1/2 degrees east 201 feet to its intersection with the north margin of Clinton Street; thence with the margin of said Street South 56-1/2 degrees west 52 feet to the beginning.

The Property comprises no part of a homestead of the Grantor or the Grantor's spouse.

## EXHIBIT B

### DESCRIPTION AND HISTORY OF STRUCTURE

#### Description:

The Mason Building is a two story masonry building built in the Commercial style (a.k.a. - Chicago style architecture). The building was built by local architect Edgar Lee Love in 1927. The three bay building has a full first floor, a mezzanine (1929), and a full second floor. The building's façade is clad in glazed architectural terracotta tile, while the secondary elevations are composed of brick laid in the common bond pattern. The first floor features a central entry unit composed of a set of glass double-doors flanked by two fixed windows. Two larger plate glass windows flank the entry unit. The first floor and mezzanine are separated by a decorative frieze featuring green bellflowers and gold waves on a blue field. The mezzanine features three sets of three fixed windows. A second frieze and a large cornice separate the mezzanine windows from the second story windows. The frieze features 1x1 white mosaic tiles, while the cornice is composed of cyma recta moldings, large dentil moldings, ovolo moldings, and small dentil moldings. The second story is composed of a central bay of three multi-light aluminum casement windows with six light transom windows. Two partial pilasters with rectangular insets flank the center bay and extend to the top of the second story cornice, and are capped by simple block capitals. Bays to the right and the left of the center bay are composed of sets of two multi-light aluminum casement windows with four light transom windows. Each window on the second floor is capped by square raised panel terracotta tiles. Two pilasters, positioned on the outside of the right and left bays, extend the full height of the building. The outside pilasters feature simple block capitals, rectangular insets that rest atop a granite plinth block. A two story brick addition built by Huntsville architect Paul M. Speake is located on the northwest side of the building, and was constructed in 1939.

#### Historic Overview:

James Mason, known as Jim, was born in Huntsville to Samuel Mason and Martha (Manning) Mason on July 15, 1880.<sup>1</sup> At the age of 23 James married his first wife Abigail "Abby" Quick (age 20) on January 11, 1903. The two had five children: Ethel Louise Mason (1904-1965); Annie Ruth Mason (1908-1912); Infant Mason (1913-1913); Helen Virginia Mason Hill (1916-1998); and James Abbie Mason (1918-1919).

In 1908, James Richard Mason and his partner John Manning established a 300 square

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<sup>1</sup> "Ancestry.com," *James Richard Mason in the U.S., Find A Grave Index, 1600s-Current*, [http://search.ancestry.com/cgi-in/sse.dll?new=1&gsfn=James+Richard+&gsln=Mason&rank=1&gss=angs-g&msswpn\\_ftp=Huntsville%2c+Madison%2c+Alabama%2c+USA&msswpn=26828&msswpn\\_PInfo=8|0|1652393|0|2|3246|3|0|1851|26828|0|&mssbdy=1880&pcat=ROOT\\_CATEGORY&h=87762448&d](http://search.ancestry.com/cgi-in/sse.dll?new=1&gsfn=James+Richard+&gsln=Mason&rank=1&gss=angs-g&msswpn_ftp=Huntsville%2c+Madison%2c+Alabama%2c+USA&msswpn=26828&msswpn_PInfo=8|0|1652393|0|2|3246|3|0|1851|26828|0|&mssbdy=1880&pcat=ROOT_CATEGORY&h=87762448&d) (accessed April 17, 2015).

foot furniture store in Huntsville. That same year John Manning passed, leaving James as the sole proprietor of the business.<sup>2</sup>

James's first wife Abigail passed away on November 14, 1918 at the age of 35.<sup>3</sup> After Abby's death Mason married widow Vera Olive Smith McKissack (1894-1986) on June 14, 1919.<sup>4</sup> Vera had a daughter, Vera Alice McKissack (1915-1996), from her previous marriage to Frank M. McKissack (1885-1916).<sup>5</sup> James and Vera Mason had one child together, Jean Mason (1920-2010).<sup>6</sup> The two lived at 709 Randolph Avenue, a Prairie style home that James had built in 1919.<sup>7</sup>

Mason's furniture business continued to prosper and expand from 1908 to 1926. In 1927, James Mason commissioned local architect Edgar Lee Love to build the Mason building. According to the National Register nomination for the building Mason released a minimum of five construction bids "ranging from \$50,000 to \$65,000" to complete the building.<sup>8</sup>

Edgar Love was born in Missouri in 1867 to William W. Love and Mary (Powell) Love. The Love family moved to Huntsville in the early 1890s. According to the 1900 Census Edgar listed his occupation as carpenter. Under the tutelage of architect Herbert Cowell of Joliet, Illinois, Love began to expand his expertise. Cowell returned to Illinois in 1905. Edgar Love continued to practice architecture in Huntsville until his death in 1936. Aside from the design of the Mason Building, Love is attributed with the design of the YMCA building (203 Greene Street SE), the Masonic Temple (409 Lincoln Street SE), Huntsville Carnegie Library (no longer extant), the Dunnivant's building (100 North Washington Street), Butler Wills Taylor School

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<sup>2</sup> Linda Bayer, *Mason Building (115 East Clinton Avenue)*, National Register Nomination (Huntsville, AL: Alabama Historical Commission, 1980), 1-2.

<sup>3</sup> "Ancestry.com." *Abigail Mason in the U.S., Find A Grave Index, 1600s-Current*. 2012. <http://search.ancestry.com/cgi-bin/sse.dll?viewrecord=1&r=an&db=FindAGraveUS&indiv=try&h=98399018> (accessed 04 17, 2015).

<sup>4</sup> "Ancestry.com," *Vera Olive Smith- Ancestry Family Trees*, <http://trees.ancestry.com/tree/20818150/person/1273089684/facts/facts> (accessed April 20, 2015); "Ancestry.com," *Frank McKissack in the U.S., Find A Grave Index, 1600s-Current*, 2012 [http://search.ancestry.com/cgi-bin/sse.dll?new=1&gsfn=Frank+M.+&gsln=McKissack&rank=1&gss=angsg&mawpn\\_ftp=Huntsville%2c+Madison%2c+Alabama%2c+USA&mawpn\\_PInfo=8|0|1652393|0|2|3246|3|0|1851|26828|0|&msbdy=1890&pcat=ROOT\\_CATEGORY&h=98652467&db](http://search.ancestry.com/cgi-bin/sse.dll?new=1&gsfn=Frank+M.+&gsln=McKissack&rank=1&gss=angsg&mawpn_ftp=Huntsville%2c+Madison%2c+Alabama%2c+USA&mawpn_PInfo=8|0|1652393|0|2|3246|3|0|1851|26828|0|&msbdy=1890&pcat=ROOT_CATEGORY&h=98652467&db) (accessed April 22, 2015).

<sup>5</sup> "Ancestry.com," *Vera Alice McKissack-Ancestry Family Tree*, n.d., <http://trees.ancestry.com/tree/17839226/person/28061641563> (accessed April 22, 2015).

<sup>6</sup> "Ancestry.com," *Jean Mason- Ancestry Family Trees*, n.d., <http://trees.ancestry.com/tree/2101823/person/-1825204550> (accessed April 22, 2015).

<sup>7</sup> Bayer, 2.

<sup>8</sup> Ibid.

(no longer extant), and many local homes.<sup>9</sup>

Edgar Love originally designed the Mason building to be five stories in height, but only two stories were ever completed. In March of 1929, two years after the completion of the building, Mason leased the building to Sears Roebuck. It was under the occupation of this company that the building was remodeled to include the addition of the mezzanine level, installation of an elevator, and other interior finish work. The remodeling work was completed by contractor G.A. Rogers. Sears Roebuck withdrew their business in 1931, however, due to the market instability caused by the Great Depression. After Sears Roebuck moved from the building Mason moved Mason's Furniture into the facility. It was under Mason's occupation of the building that the mezzanine floor was expanded (1931) and the rear two story addition was constructed (1939). Mason continued to run his furniture business until his death in 1948. James' brother, William Oscar Mason (1901-1972) took over the ownership of Mason's Furniture after James' death. Mason's Furniture was run out of the building until February 1977 when it went out of business.<sup>10</sup>

#### Observations:

James Mason made many trips to Chicago to acquire stock for his store. It may have been during those trips that Mason was exposed to Commercial style architecture (style of Mason building) and Prairie style architecture (style of the James Mason home.)

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<sup>9</sup> Linda Bayer, "Edgar Lee Love: Huntsville Architect and Preservationist," *The Historic Huntsville Quarterly of Architecture and Preservation* 3, no. 2 (Winter 1982): 2-3.

<sup>10</sup> Bayer, 1-2; "Ancestry.com," *William Oscar Mason- Ancestry Family Trees*, n.d., <http://trees.ancestry.com/tree/2101823/person/-1815075188> (accessed April 22, 2015).

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[http://search.ancestry.com/cgibin/sse.dll?new=1&gsfn=Frank+M.+&gsln=McKissack&rank=1&gss=angsg&mwpn\\_\\_ftp=Huntsville%2c+Madison%2c+Alabama%2c+USA&mwpn=26828&mwpn\\_PInfo=8|0|1652393|0|2|3246|3|0|1851|26828|0|&msbdy=1890&pcat=ROOT\\_CATEGORY&h=98652467&db](http://search.ancestry.com/cgibin/sse.dll?new=1&gsfn=Frank+M.+&gsln=McKissack&rank=1&gss=angsg&mwpn__ftp=Huntsville%2c+Madison%2c+Alabama%2c+USA&mwpn=26828&mwpn_PInfo=8|0|1652393|0|2|3246|3|0|1851|26828|0|&msbdy=1890&pcat=ROOT_CATEGORY&h=98652467&db) (accessed April 22, 2015).
- "Ancestry.com." *James Richard Mason in the U.S., Find A Grave Index, 1600s-Current*. 2012.  
[http://search.ancestry.com/cgibin/sse.dll?new=1&gsfn=James+Richard+&gsln=Mason&rank=1&gss=angsg&mwpn\\_\\_ftp=Huntsville%2c+Madison%2c+Alabama%2c+USA&mwpn=26828&mwpn\\_PInfo=8|0|1652393|0|2|3246|3|0|1851|26828|0|&msbdy=1880&pcat=ROOT\\_CATEGORY&h=87762448&d](http://search.ancestry.com/cgibin/sse.dll?new=1&gsfn=James+Richard+&gsln=Mason&rank=1&gss=angsg&mwpn__ftp=Huntsville%2c+Madison%2c+Alabama%2c+USA&mwpn=26828&mwpn_PInfo=8|0|1652393|0|2|3246|3|0|1851|26828|0|&msbdy=1880&pcat=ROOT_CATEGORY&h=87762448&d) (accessed April 17, 2015).
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<http://trees.ancestry.com/tree/2101823/person/-1825204550> (accessed April 22, 2015).
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<http://trees.ancestry.com/tree/20818150/person/1273089684/facts/facts> (accessed April 20, 2015).
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<http://trees.ancestry.com/tree/2101823/person/-1815075188>
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- Bayer, Linda. *Mason Building (115 East Clinton Avenue)*. National Register Nomination, Huntsville: Alabama Historical Commission, 1980.

EXHIBIT C

BASELINE DOCUMENTS



Figure 1: Southeast façade

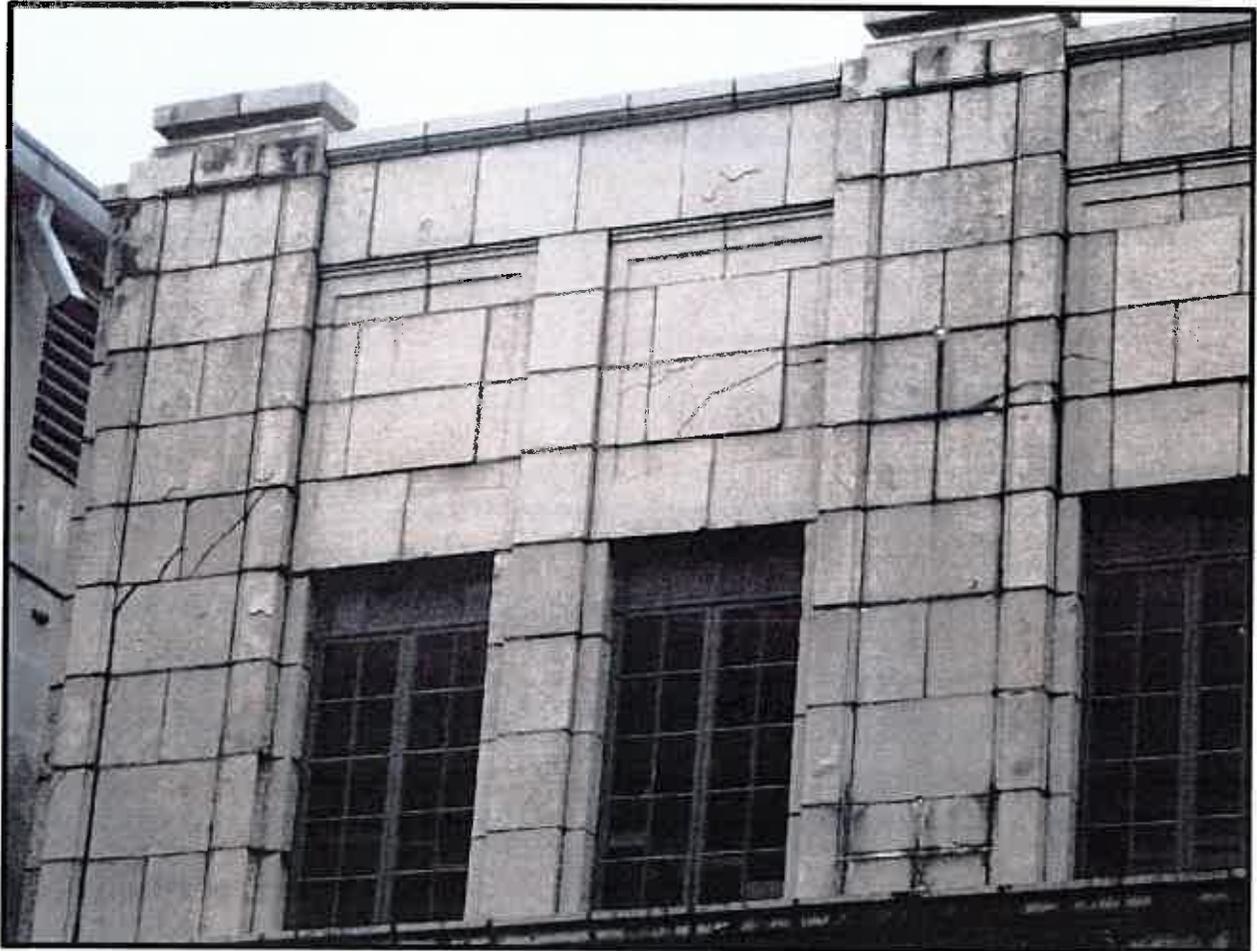


Figure 2: Close-up of second floor left bay of the façade. Two ten-by-ten casement windows with fixed four-light transoms flanked on the left and right by pilasters with rectangular insets capped by simple block capitals. A raised panel terracotta inset can be seen above each window. Note cracked and spalling tile. Consult “Exhibit D”

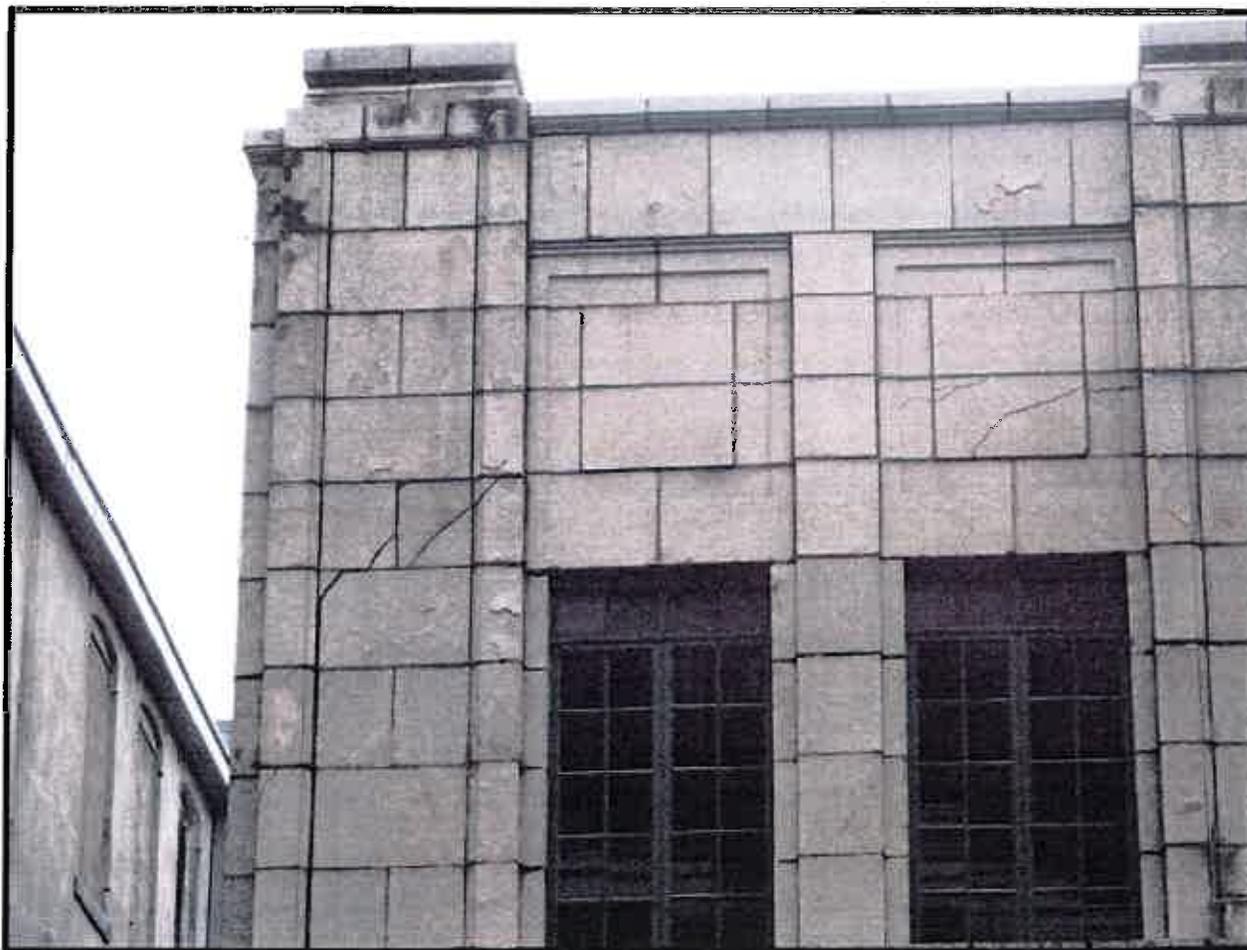


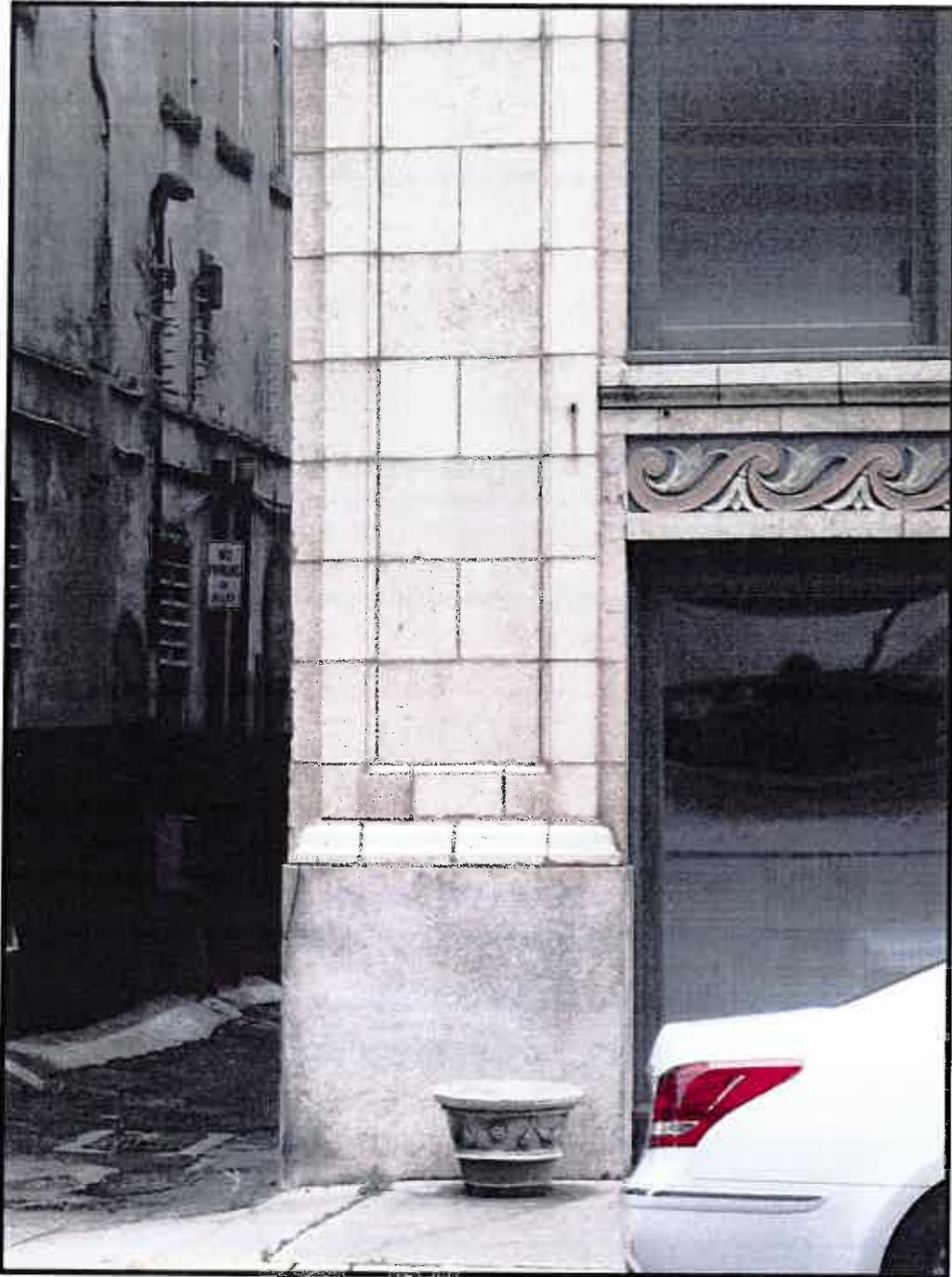
Figure 3: Close-up of second floor left bay of the façade. Note extensive cracking and spalling of terracotta tile.



Figure 4: Left bay second floor terracotta cornice. Cornice composed of cyma recta molding profile, large dentil moldings, ovolo molding, and small dentil molding. A rectangular recessed frieze below the cornice is filled with 1x1 white mosaic tiles. Historic images of the building show that this portion of the building once featured a decorative bellflower and swag patterned terracotta tile insert (see historic image). Note the considerable amount of spalling on the surrounding tiles and the buildup of dirt and grime (a.k.a- soiling) on the cornice. Consult “Exhibit D”



Figure 5: Left bay mezzanine level of the façade features a set of three fixed wood windows atop a wave and bell flower terracotta frieze. Minor spalling on this portion of the building, but several puncture marks from an earlier awning can be seen.



**Figure 6:** Lower left bay of the façade features fixed store front window below lower cornice. Lower outside pilaster features cyma reversa molding atop a granite plinth block. Note crack on cyma reversa molding and granite plinth block (left corner), chipping along the outside edge (most likely caused by vehicles), and puncture marks from previous awning.



Figure 7: Close-up image of the cracked cyma reversa molding and plinth block. Note also loose and eroded mortar joints and spalling.



Figure 8: Damage to the left corner of the façade most likely caused by vehicles.



Figure 9: Close-up of damage to the left corner of the building. Damage most likely caused by vehicles.



Figure 10: Close-up of spalling, crazing, and eroded mortar joints on the left corner of the façade.



Figure 11: Close-up view of spalling, cracking, and mortar joint erosion on left side façade pilaster.



Figure 12: Close-up of punctures, chipping, crazing, and spalling on tile on the left side of the façade above the first story frieze.



Figure 13: Close-up of punctures, cracking, crazing, and eroded mortar joints on the left bay of the façade along the first story frieze. Note the use of modern caulking to repair broken tile.

Figure 14: Cracked tile and puncture marks located above the lower story frieze on the left bay.



Figure 15: Close-up of the second floor center bay of the façade. Note minor cracking, extensive spalling, eroding mortar joints, and soil build up.



Figure 16: Center bay mezzanine level of the façade features a cornice composed of cyma recta molding profile, large dentil moldings, ovolo molding, and small dentil molding. A rectangular recessed frieze below the cornice is filled with 1x1 white mosaic tiles. Historic images of the building show that this portion of the building once featured a decorative bellflower and swag patterned terracotta tile insert (see historic image). A set of three fixed wood windows atop a wave and bell flower terracotta frieze can be seen below the mezzanine windows. There is minor spalling on this portion of the building, and several puncture marks from an earlier awning can be seen.



Figure 17: First floor center entry bay features a double door entry flanked by two fixed glass store windows.



Figure 18: Cracked and broken tile above left center bay fixed store window.



Figure 19: Deteriorated paint and exposed wood on the sill of the center bay entry unit.



Figure 20: Chipped tile and eroding mortar joints on center bay tile.



Figure 21: Chipped tile and puncture mark in tile above left window of the center bay entry.



Figure 22: Close-up view of first floor frieze, left side of center bay. Note the nails and crazing in the tile.



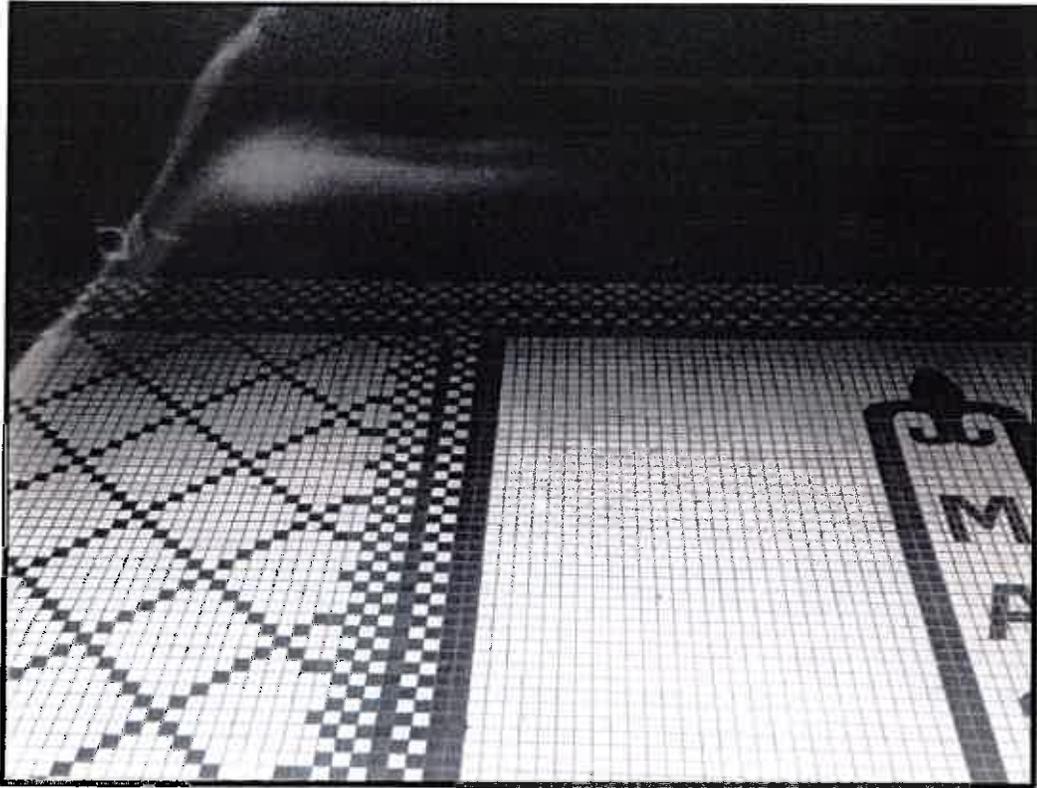
Figure 23: Center bay first floor frieze. Note the chipping and puncture marks on the tiles above the frieze, two puncture marks in the frieze, and chipped tile below the frieze.





Figure 24: Mosaic tile with the name “MASON FURNITURE” in black and white with a green and black checker board pattern surround. Tile located in the central entry bay.

Figure 25: Green and black mosaic checkerboard pattern with black and white diamond pattern in center. Tile located in the center bay entry way.



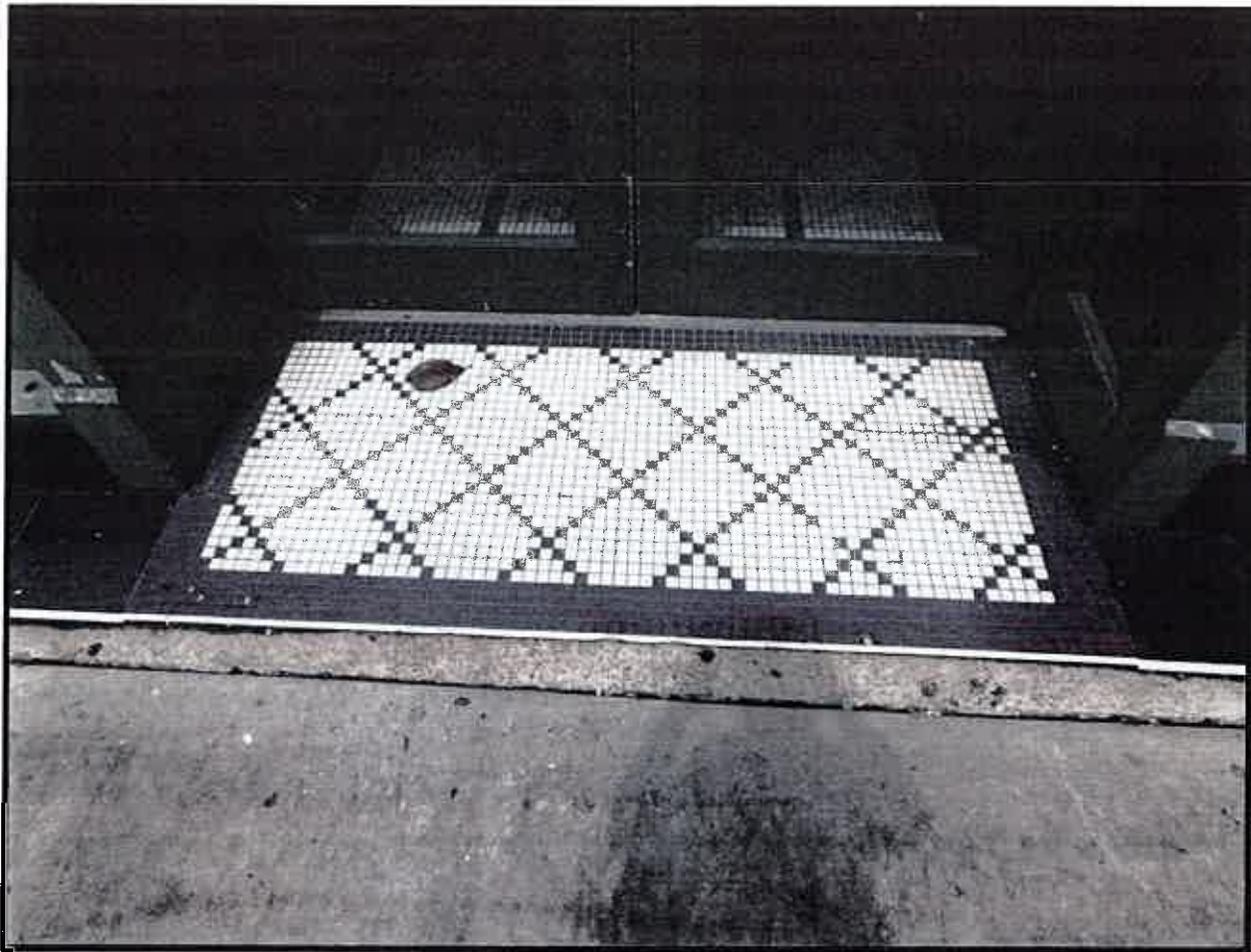


Figure 26: Exterior mosaic tile, black and white diamond pattern with black boarder. Located on the center bay entry way.

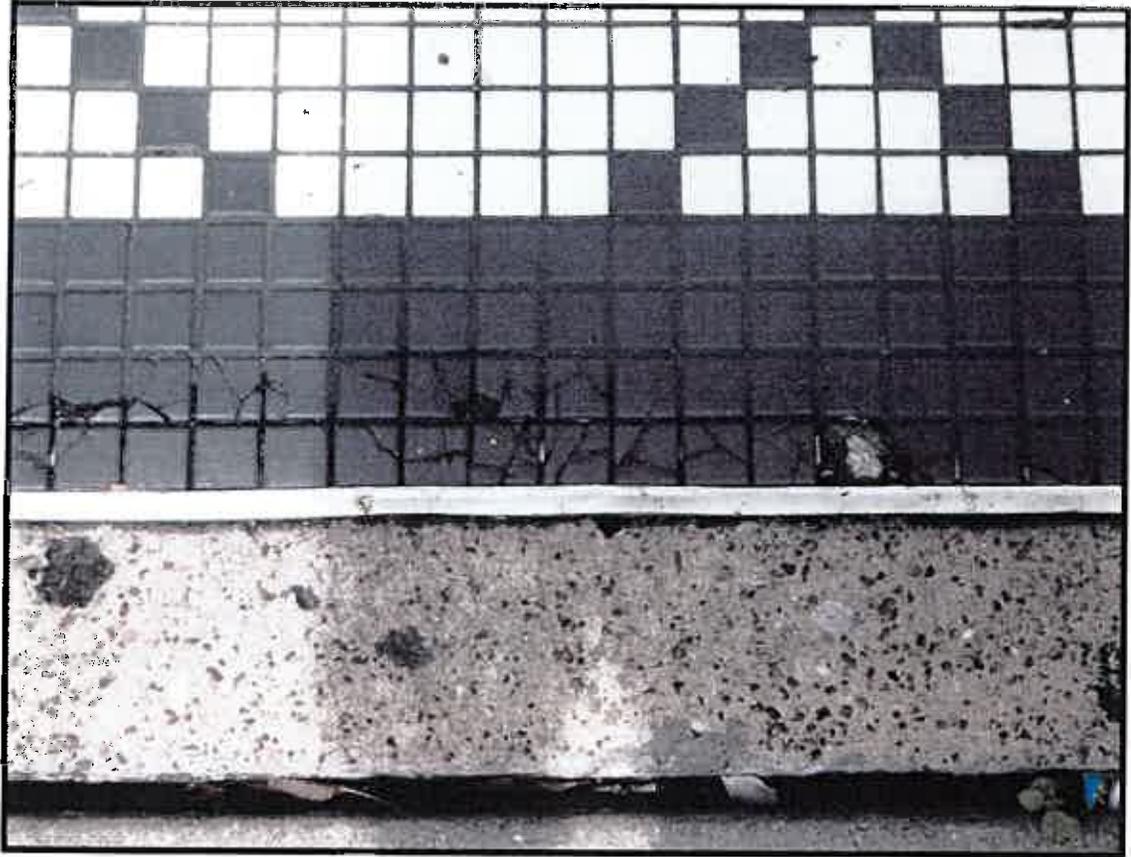


Figure 27: Damage to exterior mosaic tile.



Figure 28: Close-up of the second floor right bay of the façade. Note extensive cracking, spalling, eroding mortar joints, and soil build up.



Figure 29: Close-up of cracking and spalling on the right bay pilaster.

Figure 30: Right bay mezzanine level of the façade features a cornice composed of cyma recta molding profile, large dentil moldings, ovolo molding, and small dentil molding. A rectangular recessed frieze below the cornice is filled with 1x1 white mosaic tiles. Historic images of the building show that this portion of the building once featured a decorative bellflower and swag patterned terracotta tile insert (see historic image). A set of three fixed wood windows atop a wave and bell flower terracotta frieze can be seen. There is extensive spalling on this portion of the building, and several puncture marks from an earlier awning can be seen.





**Figure 31:** Lower right bay of the façade features fixed store front window below lower frieze. Lower outside pilaster features cyma reversa molding atop a granite plinth block.

Figure 32: Close-up of spalling on right bay pilaster.



Figure 33: Close-up of spalling and minor crazing on right bay pilaster.

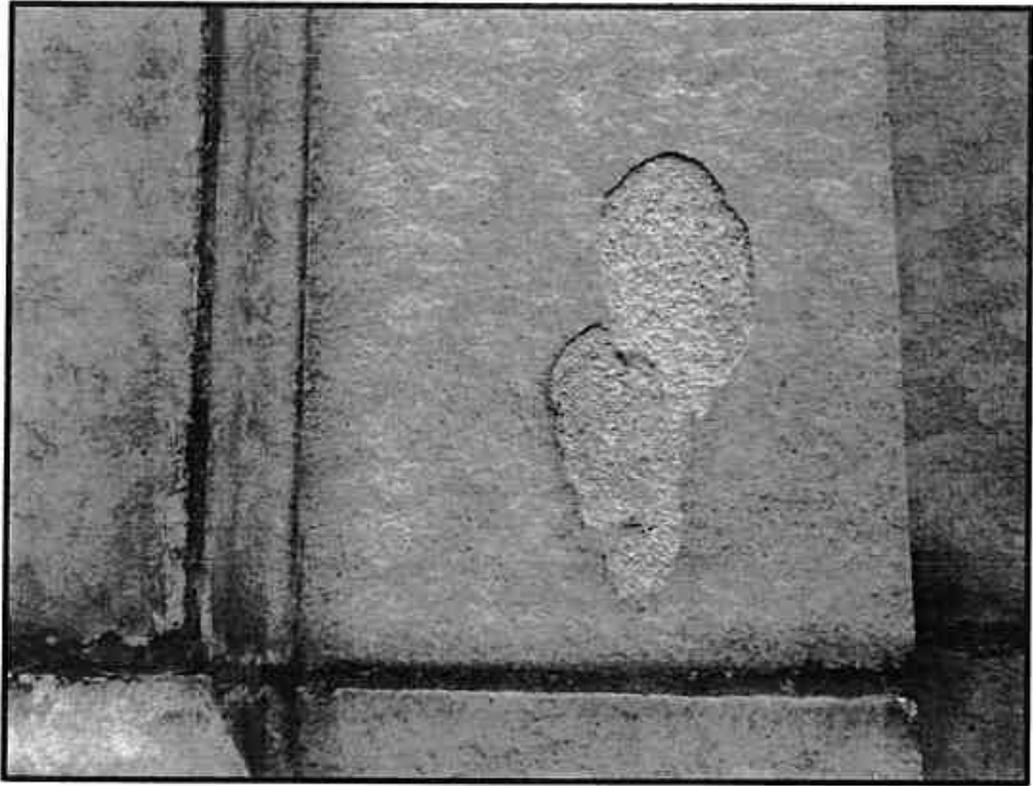


Figure 34: Close-up of spalling, and soil build-up on right bay pilaster. Note the large chip in granite plinth block.



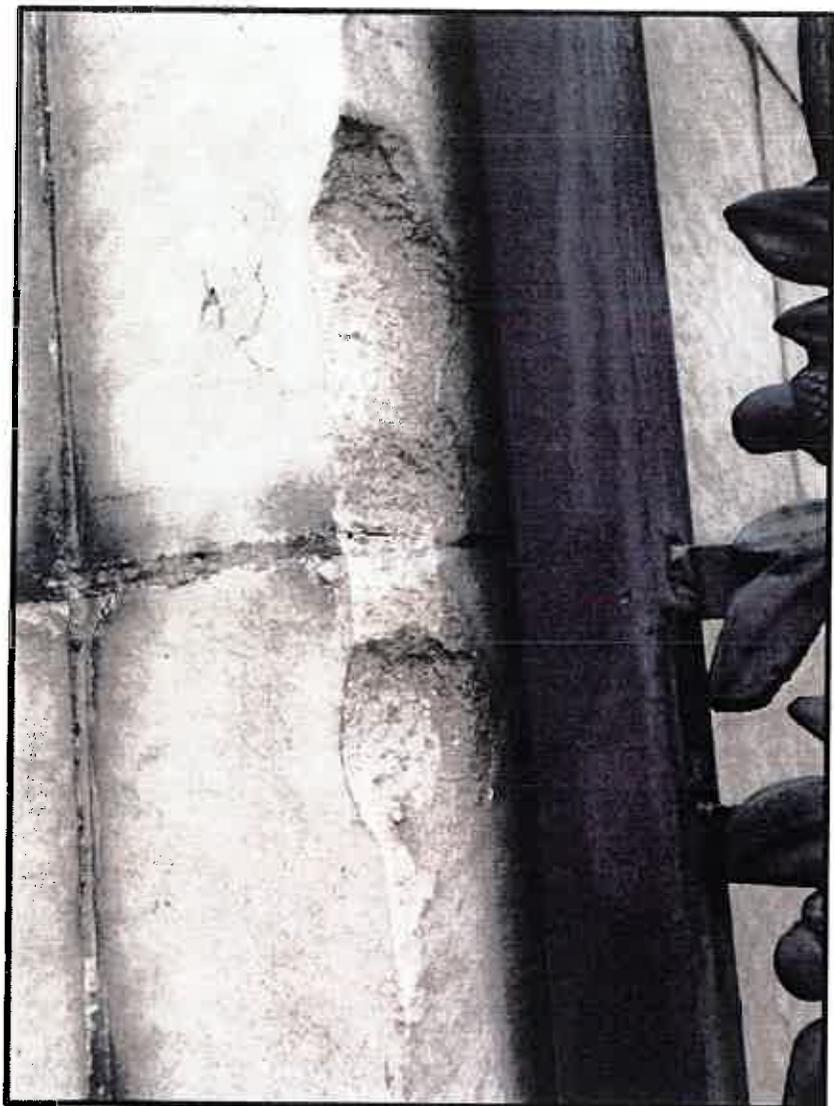


Figure 35: Chipped tile on the right corner of the building probably caused by vehicles.



Figure 36: Chipped portion of the right side granite plinth block.

Figure 37: Cracking and puncture marks on the right bay frieze.



Figure 38: Puncture marks on the right corner of the building.

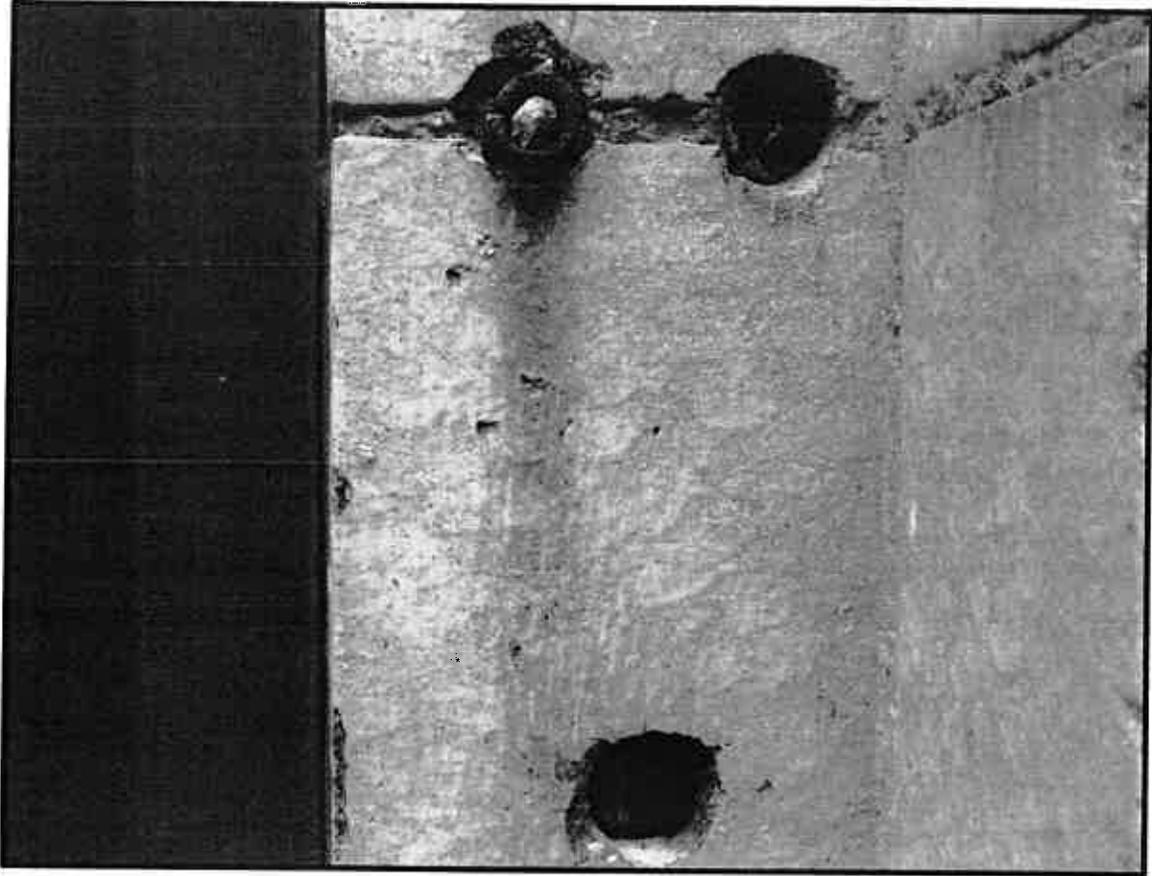




Figure 39: Deteriorating mortar bed. Damage located along the bottom of the first floor frieze.



Figure 40: Deteriorating mortar bed. Damage located along the bottom of the first floor frieze.

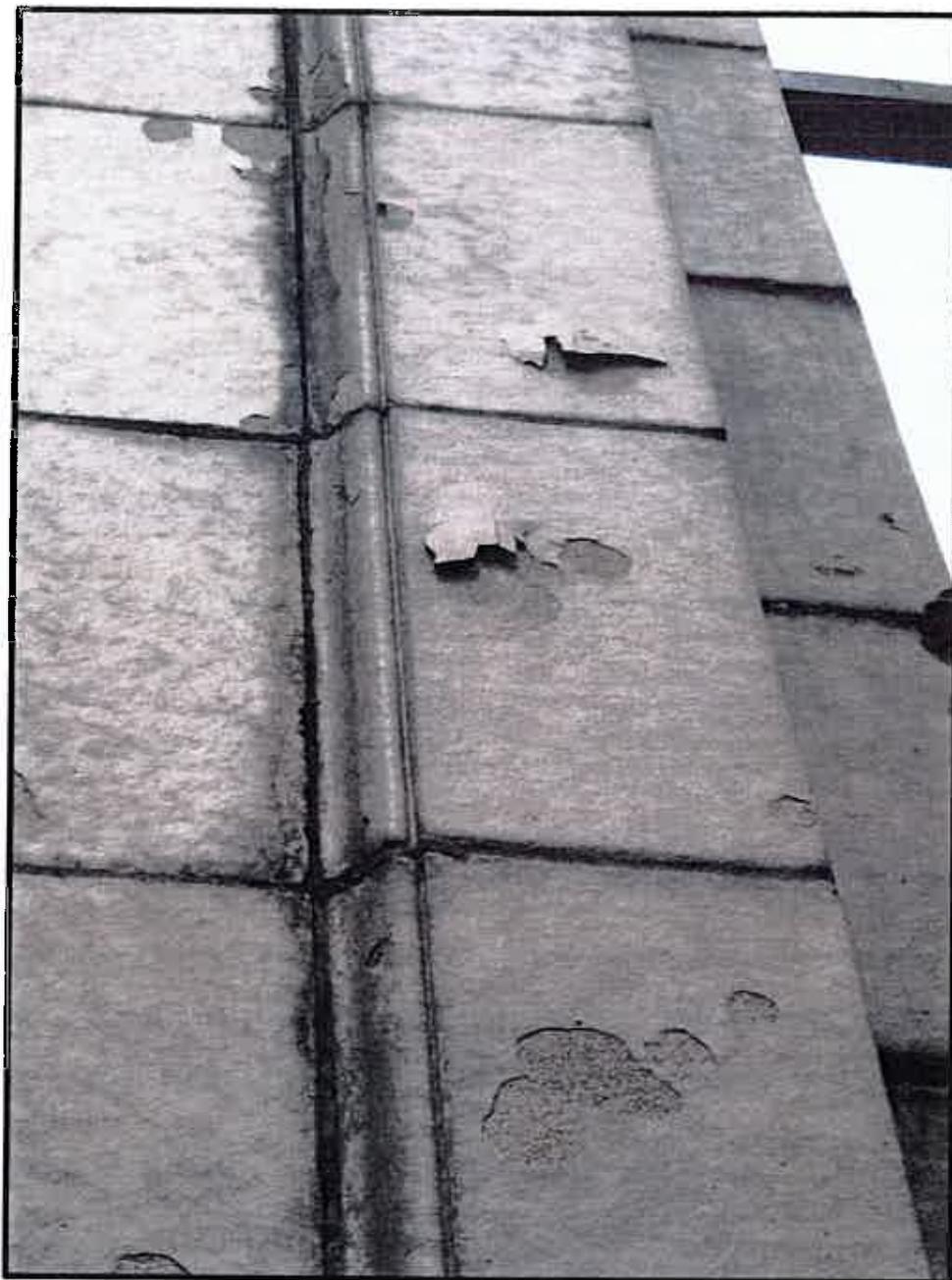


Figure 41: Extensive spalling and flaking on the right bay pilaster.



Figure 42: Extensive spalling, tile cracking, and mortar deterioration on right bay pilaster.



Figure 43: Southwest elevation. Image taken from the south corner of the building.

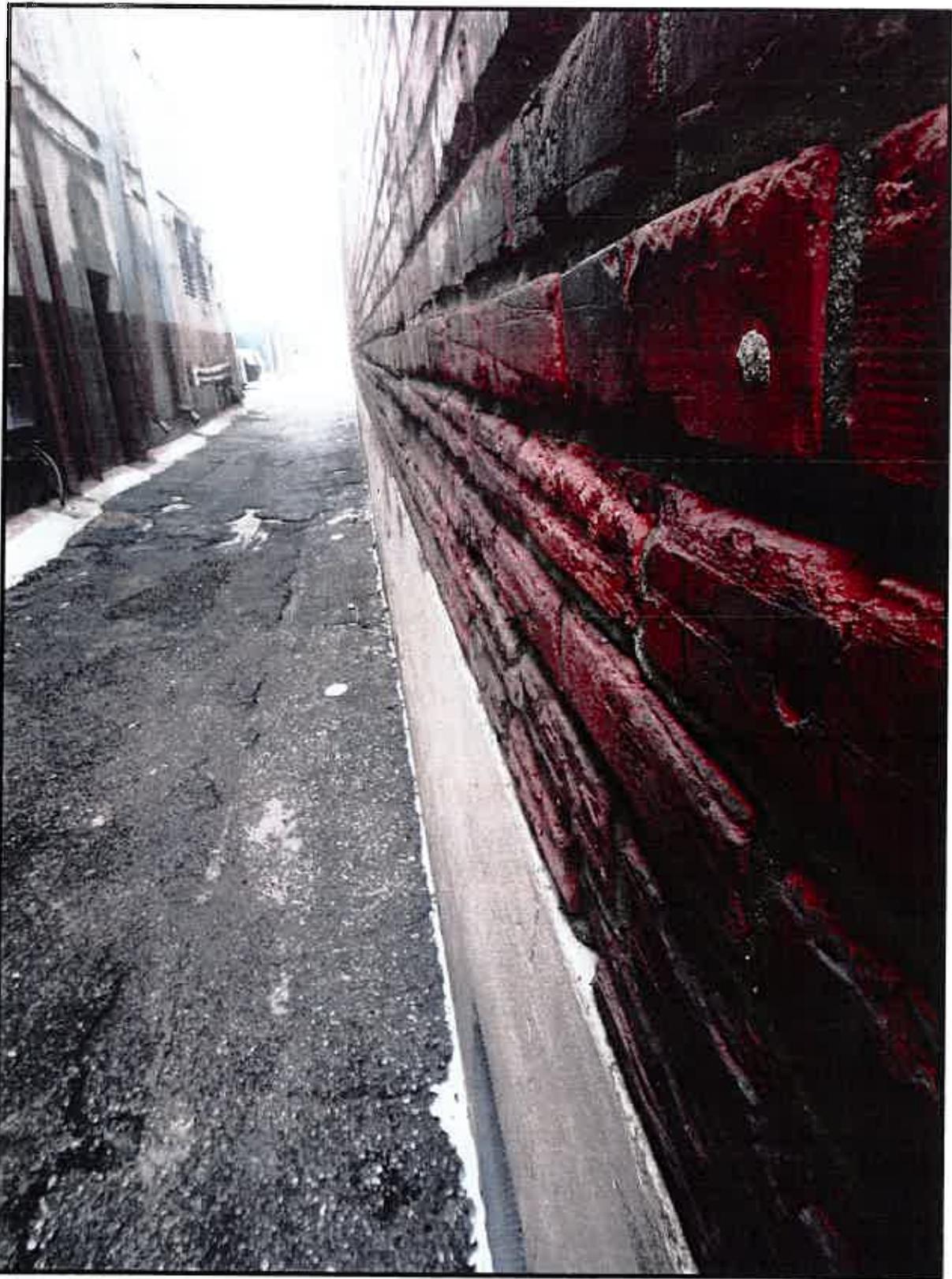


Figure 45: Damaged and spalling brick on the southwest elevation. Damage most likely caused by passing vehicles. Note the inappropriate use of the Portland cement mortar.



**Figure 46:** Damage to the outer stucco layer of the concrete foundation. Note the excess of Portland cement, the deteriorating mortar joints, and damaged brick in the top of the frame.



Figure 47: Close-up of damaged brick on the southwest elevation of the building. Damage most likely caused by passing vehicles. Note that the brick joints have been repointed with Portland cement.



Figure 48: Cracked, chipped, and spalling brick can be found all along the southwest wall. Damage caused by a combination of abrasion by passing vehicles, the use of Portland cement in repointing, and the exposure of the soft interior of the brick to moisture.



Figure 49: Cracked, chipped, and spalling brick can be found all along the southwest wall. Damage caused by a combination of abrasion by passing vehicles, the use of Portland cement in repointing, and the exposure of the soft interior of the brick to moisture. Consult “Exhibit D”

Figure 50: Cracked, chipped, and spalling brick can be found all along the southwest wall. Damage caused by a combination of abrasion by passing vehicles, the use of Portland cement in repointing, and the exposure of the soft interior of the brick to moisture. Consult “Exhibit D”





Figure 51: Close-up of chipped and spalling brick, deteriorating mortar, and chipped and cracked foundation.

Figure 52: Close-up of deep gouge in the concrete foundation exposing rebar supports. Damage most likely caused by a vehicle.





Figure 53: Close-up of wall patch using Portland cement. Name and date scratched into the patch “Wes Feb. 17 1955”

Figure 53: Close-up of wall patch showing name and date scratched into the surface “Wes  
Feb. 17 1955”





Figure 54: Set of multi-light aluminum awning windows located on the south side of the southwest elevation. Note the brick patch on bottom of the frame. See also damaged brick and mortar on the right side bottom of the frame.

Figure 55: One multi-light aluminum awning window. The matching window has been bricked in. Image of the center bay of the southwest elevation. Note the missing mortar, brick patches, and Portland cement patches.



Figure 56: Set of multi-light aluminum awning windows located on the north side of the southwest elevation. Note puncture marks in the brick and missing mortar joints.



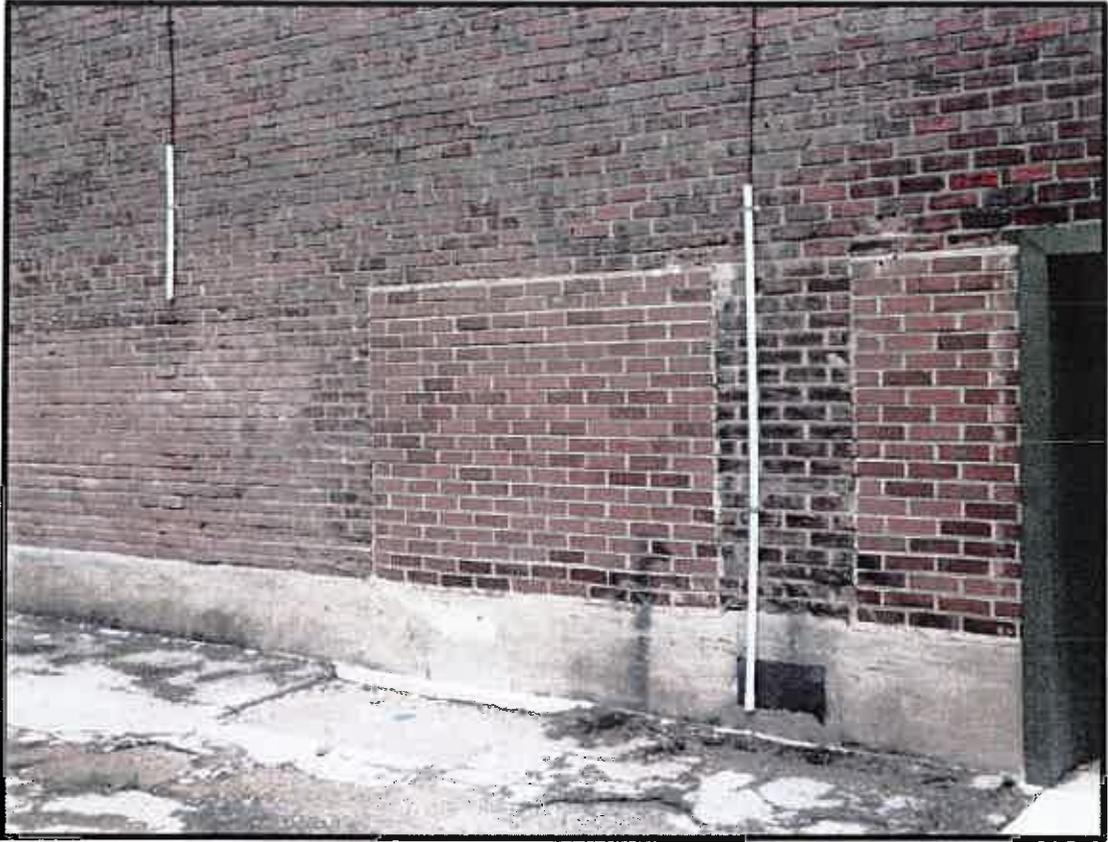


Figure 57: Lower story brick patches to the left of the side entry door. Patches were most likely windows matching the second story windows.



**Figure 58:** View of the southwest elevation of the rear two story additions, 1939. Note the poor repointing and brick patches.



Figure 59: Close-up of left awning window on rear addition. Note the spalling brick and use of Portland cement.



Figure 60: Close-up of inappropriate repointing work and spalling.



Figure 61: Close-up of inappropriate brick patch.



Figure 62: Spalling and cracking of brick due to moisture. (Possibly also due to inappropriate mortar.)



Figure 63: Close-up of spalling on southwest elevation of rear addition.



Figure 64: Close-up of brick spalling and mortar spatter on southwest elevation of rear addition.



Figure 65: Close-up of broken cap tile and mortar spattering.



Figure 66: Northwest elevation of rear addition. Note the mortar patch on the left side of the elevation.



Figure 67: Close-up of brick patch on the left side of the northwest addition elevation. Former location of window. Patch is showing signs of deterioration.



Figure 68: Unsealed opening on the northwest elevation of the rear addition.



Figure 69: Northeast elevation. View from the north corner of the building.



Figure 70: Close-up of brick patch, formerly the location of a window on the northwest elevation of the rear addition of the building. The patch is showing signs of moisture infiltration. Note the existence of moss, cracking brick, deteriorating mortar joints, and spalling brick.



Figure 71: Northeast elevation of the rear addition. Note brick spalling along addition and main building seam.



Figure 72: Close-up seam of between rear additoin and main building. Note spalling bricks along the seam.

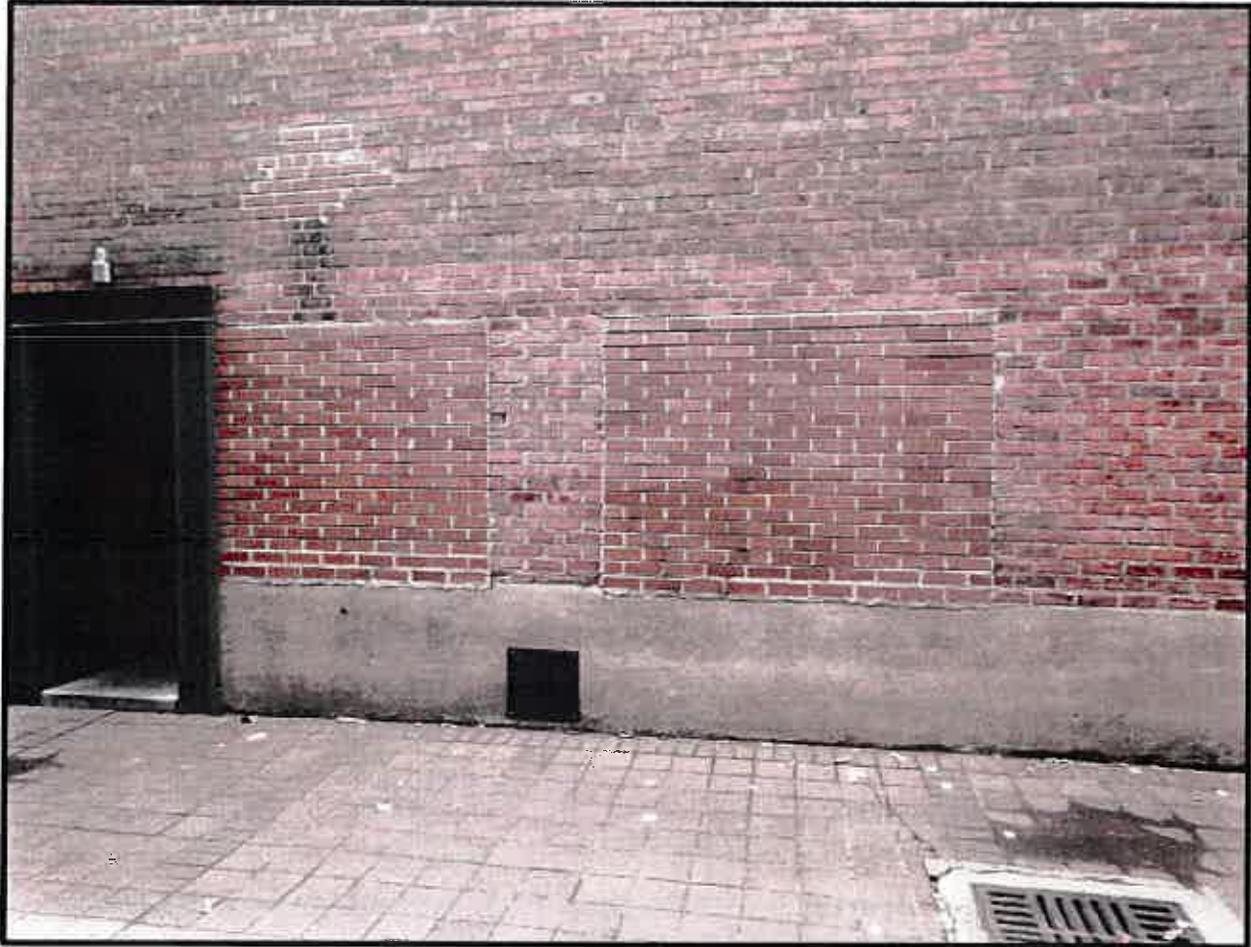


Figure 73: Lower story brick patch, formerly two windows, next to side entrance on the north side of the northeast elevation.



Figure 74: Set of multi-light aluminum awning windows located on the south end of the northeast elevation.



Figure 75: Metal stage and awning bolted to the exterior of the northeast elevation of the building. Note damage to the brick due most likely to passing vehicles.



**Figure 76:** Close-up of drainage pipe on upper story of northeast side of the building. Note spalling and eroding mortar due to moisture.



Figure 77: Mason Building, Huntsville, Ala. Photographer unknown; circa 1955; Huntsville Public Library; View from the south. Note the swag and bellflower frieze above the mezzanine windows.



Figure 78: Mason Building, Huntsville, Alabama; Linda Bayer; February, 1977; Huntsville Planning Commission; View of the south.

## Exhibit D

### Mason Building Façade Conservation and Preservation Standards

#### The Secretary of the Interior's Standards for Rehabilitation Introduction to the Standards

The Secretary of the Interior is responsible for establishing standards for all programs under Departmental authority and for advising Federal agencies on the preservation of historic properties listed in or eligible for listing in the National Register of Historic Places.

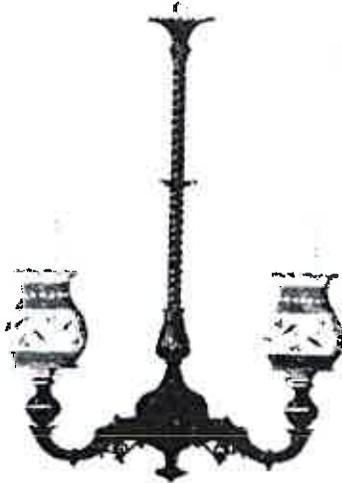
**The Standards for Rehabilitation** (codified in 36 CFR 67 for use in the Federal Historic Preservation Tax Incentives program) address the most prevalent treatment. "Rehabilitation" is defined as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."

Initially developed by the Secretary of the Interior to determine the appropriateness of proposed project work on registered properties within the Historic Preservation Fund grant-in-aid program, the **Standards for Rehabilitation** have been widely used over the years--particularly to determine if a rehabilitation qualifies as a Certified Rehabilitation for Federal tax purposes. In addition, the Standards have guided Federal agencies in carrying out their historic preservation responsibilities for properties in Federal ownership or control; and State and local officials in reviewing both Federal and nonfederal rehabilitation proposals. They have also been adopted by historic district and planning commissions across the country.

The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The Standards pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and interior of the buildings. They also encompass related landscape features and the building's site and environment, as well as attached, adjacent, or related new construction. To be certified for Federal tax purposes, a rehabilitation project must be determined by the Secretary to be consistent with the historic character of the structure(s), and where applicable, the district in which it is located.

As stated in the definition, the treatment "rehabilitation" assumes that at least some repair or alteration of the historic building will be needed in order to provide for an efficient contemporary use; however, these repairs and alterations must not damage or destroy materials, features or finishes that are important in defining the building's historic character. For example, certain treatments--if improperly applied--may cause or accelerate physical deterioration of the historic building. This can include using improper repointing or exterior masonry cleaning techniques, or introducing insulation that damages historic fabric. In almost all of these situations, use of these materials and treatments will result in a project that does not meet the Standards. Similarly, exterior additions that duplicate the form, material, and detailing of the structure to the extent that they compromise the historic character of the structure will fail to meet the Standards.





## **The Secretary of the Interior's Standards for Rehabilitation**

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

- 1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
- 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces 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 architectural elements from other buildings, shall not be undertaken.**
- 4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**
- 5. Distinctive 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 other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**
- 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**
- 8. Significant archeological resources affected by a project shall be protected and preserved. 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 that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic 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.**

## PRESERVATION BRIEFS, # 7.

### **The Preservation of Historic Glazed Architectural Terra-Cotta**

**de Teel Patterson Tiller**

**Glazed architectural terra-cotta was significant in the development of important architectural idioms in this country—specifically, the "Chicago School," the High Rise and the Historic or Beaux Arts styles.** In fact, glazed architectural terra-cotta is one of the most prevalent masonry building materials found in the urban environment today. Popular between the late 19th century and the 1930s, glazed architectural terra-cotta offered a modular, varied and relatively inexpensive approach to wall and floor construction. It was particularly adaptable to vigorous and rich ornamental detailing. However, with changing vogues in materials and architectural styles and rising production costs, glazed architectural terra-cotta fell into disfavor and disuse by the mid 20th century.

Today, information on the maintenance, rehabilitation and replacement of glazed architectural terra-cotta is limited, as are sources of new glazed architectural terra-cotta. This report, then, will discuss some of the major deterioration problems that commonly occur in historic glazed architectural terra-cotta, methods of determining the extent of that deterioration and recommendations for the maintenance, repair and replacement of the deteriorated historic material. What is Terra-Cotta?

#### **What is Terra-Cotta?**

Generically, the broadest definition of terra-cotta refers to a high grade of weathered or aged clay which, when mixed with sand or with pulverized fired clay, can be molded and fired at high temperatures to a hardness and compactness not obtainable with brick. Simply put, terra-cotta is an enriched molded clay brick or block. The word terra-cotta is derived from the Latin word terra-cotta—literally, "cooked earth." terra-cotta clays vary widely in color according to geography and types, ranging from red and brown to white.

Terra-cotta was usually hollow cast in blocks which were open to the back, like boxes, with internal compartment-like stiffeners called webbing. Webbing substantially strengthened the load-bearing capacity of the hollow terra-cotta block without greatly increasing its weight.

Terra-cotta blocks were often finished with a glaze; that is, a slip glaze (clay wash) or an aqueous solution of metal salts was brushed or sprayed on the air-dried block before firing. Glazing changed the color, imitated different finishes, and produced a relatively impervious surface on the weather face of the final product. The glaze on the terra-cotta unit possessed excellent weathering properties when properly maintained. It had rich color and provided a hard surface that was not easily chipped off. Glazing offered unlimited and fade-resistant colors to the designer. Even today, few building materials can match the glazes on terra-cotta for the range and, most importantly, the durability of colors.

## Types of Terra-Cotta

Historically there are four types or categories of terra-cotta which have enjoyed wide use in the history of the American building arts: 1) brownstone, 2) fireproof construction, 3) ceramic veneer, and 4) glazed architectural.

**Brownstone** terra-cotta is the variety of this masonry material used earliest in American buildings (mid to late 19th century). The brownstone type is a dark red or brown block either glazed (usually a slip glaze) or unglazed. It was hollow cast and was generally used in conjunction with other masonry in imitation of sandstone, brick or real brownstone. It is often found in the architecture of Richard Upjohn, James Renwick, H. H. Richardson and is associated with the Gothic and Romanesque Revival movements through such ornamental detailing as moldings, finials and capitals.

**Fireproof construction** terra-cotta was extensively developed as a direct result of the growth of the High Rise building in America. Inexpensive, lightweight and fireproof, these rough-finished hollow building blocks were ideally suited to span the I-beam members in floor, wall and ceiling construction. Certain varieties are still in production today, although fireproof construction terra-cotta is no longer widely employed in the building industry.

**Ceramic veneer** was developed during the 1930s and is still used extensively in building construction today. Unlike traditional architectural terra-cotta, ceramic veneer is not hollow cast, but is as its name implies: a veneer of glazed ceramic tile which is ribbed on the back in much the same fashion as bathroom tile. Ceramic veneer is frequently attached to a grid of metal ties which has been anchored to the building.



Glazed architectural terra-cotta was a practical and highly decorative building material. Photo: NPS files.

**Glazed architectural** terra-cotta was the most complex development of terra-cotta as a masonry building material in this country. The hollow units were hand cast in molds or carved in clay and heavily glazed (often in imitation of stone) and fired. Sometimes called "architectural ceramics," glazed architectural terra-cotta was developed and refined throughout the first third of the 20th century and has been closely associated with the architecture of Cass Gilbert, Louis Sullivan,

and Daniel H. Burnham, among others. Significant examples in this country include the Woolworth Building (1913) in New York City and the Wrigley Building (1921) in Chicago.

Late 19th and early 20th century advertising promoted the durable, impervious and adaptable nature of glazed architectural terra-cotta. It provided for crisp, vigorous modeling of architectural details as the molds were cast directly from clay prototypes without loss of refinement. Glazed architectural terra-cotta could accommodate subtle nuances of modeling, texture and color. Compared to stone, it was easier to handle, quickly set and more affordable to use. Thought to be fireproof and waterproof, it was readily adaptable to structures of almost any height. The cost of molding the clay, glazing and firing the blocks, when compared to carving stone, represented a considerable savings, especially when casts were used in a modular fashion—that is, repeated over and over again. Maintenance of the fired and glazed surface was easy; it never needed paint and periodic washings restored its original appearance.

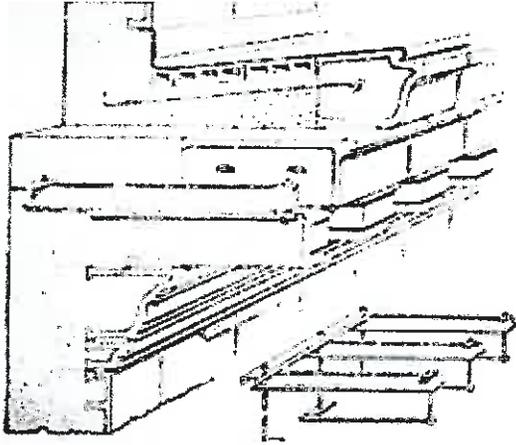
With the passage of time, many of the phenomenal claims of the early proponents of glazed architectural terra-cotta have proven true. There are many examples throughout this country that attest to the durability and permanence of this material. Yet present-day deterioration of other significant glazed architectural terra-cotta resources ultimately belie those claims. Why? Historically, the lack of foresight or understanding about the nature and limitations of the material has, in many instances, allowed serious deterioration problems to occur that are only now becoming apparent.

### **Characteristics of Glazed Architectural Terra-cotta as a Building Material**

Glazed architectural terra-cotta has many material properties similar to brick or stone. It also has many material properties radically different from those traditional masonry materials. It is those differences which must be considered for a better understanding of some of the material characteristics of glazed architectural terra-cotta when it is used as a building material.

#### ***Difficult to Identify***

Glazed architectural terra-cotta probably comprises one of the largest if not the largest constituent material in some of our urban environments today. However, the infinite varieties of glazing have hidden this fact from the casual observer. One of the attractive features of glazed architectural terra-cotta in its time was that it could be finished (glazed) in exact imitation of stone. In fact, many building owners and architects alike are often surprised to discover that what they presumed to be a granite or limestone building is glazed architectural terra-cotta instead.



Typical construction detail of glazed architectural terra-cotta ornament. Drawing: Detail, Architectural Terra Cotta, Charles E. White, Jr., 1920.

### ***Two Separate Systems***

Historically, glazed architectural terra-cotta has been used in association with two specific and very different types of building systems: as part of a traditional load-bearing masonry wall in buildings of modest height, and as a cladding material in High Rise construction. As cladding, glazed architectural terra-cotta often utilized an extensive metal anchoring system to attach it or to "hang it" onto a wall framing system or superstructure. In the first instance the anchoring was limited; in the second, the anchoring was often extensive and complex. Likewise, in the first instance, deterioration has generally been limited. However, where glazed architectural terra-cotta was used as cladding, particularly in high rise construction, present-day deterioration and failure are often severe.

### ***Complexity of Deterioration***

Deterioration is, by nature of the design, infinitely complex—particularly when glazed architectural terra-cotta has been used as a cladding material.

Deterioration creates a "domino"like breakdown of the whole system: glazed units, mortar, metal anchors, and masonry backfill. In no other masonry system is material failure potentially so complicated.

### ***Poor Original Design***

The root of deterioration in glazed architectural terra-cotta systems often lies in a misapplication of the material. Historically, glazed architectural terra-cotta was viewed as a highly waterproof system needing neither flashing, weep holes nor drips. This supposition, however, has proved to be untrue, as serious water-related failure was evident early in the life of many glazed architectural terra-cotta clad or detailed buildings.

## **Common Deterioration Problems**

No one case of deterioration in glazed architectural terra-cotta is ever identical to another owing to the infinite number of variations with the material: original manufacture, original installation inconsistencies, number of component parts, ongoing repairs or the various types and sources of deterioration. However, certain general statements may be made on the nature of glazed architectural terra-cotta deterioration.

Material failure can most commonly be attributed to water-related problems. However, less frequent though no less severe causes may include: faulty original craftsmanship, which is often cited but hard to determine; stress-related deterioration; damage caused by later alterations and additions; or inappropriate repairs.

### ***Water-related Deterioration***

As with most building conservation and rehabilitation problems, water is a principal source of deterioration in glazed architectural terra-cotta. Terra-cotta systems are highly susceptible to such complex water-related deterioration problems as glaze crazing, glaze spalling and material loss, missing masonry units and deteriorated metal anchoring, among others.



Water and air-borne moisture entering the glazed architectural terra-cotta causes expansion of the porous clay body, increasing its volume. This upsets the "fit" of the glaze and makes its surface shatter, which is commonly called "crazing." Photo: NPS files.

**Crazing**, or the formation of small random cracks in the glaze, is a common form of water-related deterioration in glazed architectural terra-cotta. When the new terra-cotta unit first comes from the kiln after firing, it has shrunken (dried) to its smallest possible size. With the passage of time, however, it expands as it absorbs moisture from the air, a process which may continue for many years. The glaze then goes into tension because it has a lesser capacity for expansion than the porous tile body; it no longer "fits" the expanding unit onto which it was originally fired. If the strength of the glaze is exceeded, it will crack (craze). Crazing is a process not unlike the random hairline cracking on the surface of an old oil painting. Both may occur as a normal process in the aging of the material. Unless the cracks visibly extend into the porous tile body beneath the glaze, crazing should not be regarded as highly serious material failure. It does,

however, tend to increase the water absorption capability of the glazed architectural terra-cotta unit.

**Spalling**, the partial loss of the masonry material itself, is, like crazing, caused by water and is usually a result not only of airborne water but more commonly of water trapped within the masonry system itself. Trapped water is often caused by poor water detailing in the original design, insufficient maintenance, rising damp or a leaking roof. In most cases, trapped water tends to migrate outward through masonry walls where it eventually evaporates. In glazed architectural terra-cotta, the water is impeded in its journey by the relatively impervious glaze on the surface of the unit which acts as a water barrier. The water is stopped at the glaze until it builds up sufficient pressure (particularly in the presence of widely fluctuating temperatures) to pop off sections of the glaze (glaze spalling) or to cause the wholesale destruction of portions of the glazed architectural terra-cotta unit itself (material spalling).



Blistering of the glaze, like crazing, is the result of the increase in water in the porous clay body and the subsequent destruction of the glaze as a result of water migration and pressure. Glaze spalling may also be caused by deterioration of metal anchors behind the terra-cotta unit. Photo: NPS files.

Glaze spalling (left) may appear as small coin-size blisters where the glaze has ruptured and exposed the porous tile body beneath. This may occur as several spots on the surface or, in more advanced cases of deterioration, it may result in the wholesale disappearance of the glaze. Spalling of the glaze may also be symptomatic of deterioration (rusting) of the internal metal anchoring system which holds the terra-cotta units together and to the larger building structure. The increase in volume of the metal created by rusting creates increased internal pressures in the terra-cotta unit which, in turn, may spall the glaze, or in more extreme cases, cause material spalling.

Material spalling is a particularly severe situation. Not only is the visual integrity of the detailing impaired, but a large area of the porous underbody, webbing and metal anchoring is exposed to the destructive effects of further water entry and deterioration. Both glaze and material spalling

must be dealt with as soon as possible. Missing units is a serious situation which particularly plagues architectural terra-cotta systems. Unlike brick or stone, damaged glazed architectural terra-cotta is exceedingly difficult to replace. New production is extremely limited. Missing units create gaps which increase the structural load on the remaining pieces and also permit water to enter the system. Exposed or freestanding glazed architectural terra-cotta detailing (balusters, urns, parapet walls, etc.) are particularly susceptible to extensive loss of material.

These elements face the most severe vicissitudes of water and temperature-related deterioration in direct proportion to the extent of their exposure. The replacement of missing units should be a high priority work item in the rehabilitation of glazed architectural terra-cotta.

### ***Deterioration of Metal Anchoring***

Deteriorated anchoring systems are perhaps the most difficult form of glazed architectural terra-cotta deterioration to locate or diagnose. Often, the damage must be severe and irreparable before it is noticed on even the most intense "prima facie" examination. Water which enters the glazed architectural terra-cotta system can rust the anchoring system and substantially weaken or completely disintegrate those elements. Where water has been permitted to enter the system, some deterioration has more than likely taken place. Partial deterioration results in staining and material spalling. Total deterioration and the lack of any anchoring system may result in the loosening of the units themselves, threatening the architectural or structural integrity of the building. Recently, falling glazed architectural terra-cotta units have become a serious safety concern to many building owners and municipal governments. Early detection of failing anchoring systems is exceedingly difficult.

### ***Deterioration of Mortar and Other Adjacent Materials***

Deteriorated mortar has always been a key to the survival or failure of any masonry system. This is particularly true with glazed architectural terra-cotta. In recognition of the fragile nature of the system, the need for insuring a relatively dry internal system is important. Sound mortar is the "first line" of defense in terra-cotta systems. It is a maintenance "must." Deteriorated mortar joints are a singularly culpable source of water and, therefore, of deterioration. Mortar deterioration may result from improper original craftsmanship or air—and waterborne—pollution. More often, however, lack of ongoing maintenance is mainly responsible. Deteriorated mortar should not be overlooked as a major source of glazed architectural terra-cotta failure.

The deterioration of materials adjoining the glazed architectural terra-cotta (flashing, capping, roofing, caulking around windows and doors) bears significant responsibility in its deterioration. When these adjoining materials fail, largely as a result of lack of maintenance, water-related deterioration results. For instance, it is not uncommon to find wholesale terra-cotta spalling in close proximity to a window or doorway where the caulking has deteriorated.



The damage shown here is the result of direct live load on a mid-rise building. The steel frame has settled and shifted the weight onto the exterior terra-cotta cladding, resulting in rupturing of the material. Photo: NPS files.

### ***Stress-related Deterioration***

Stress-related deterioration of glazed architectural terra-cotta frequently occurs in high rise buildings. The evolution of stress relieving details (flexible joints, shelf angles, etc.) occurred late in the development of American building construction. Consequently, most early continuously clad High Rise buildings (c.1900-1920s) had little or no provisions for normal material and building movement in their original design.

The development of large stress-related cracks or wholesale material deterioration is often caused by unaccommodated building-frame shortening under load, thermal expansion and contraction of the facade and moisture expansion of the glazed architectural terra-cotta units themselves. Cracks running through many units or stories or large areas of material deterioration often indicate stress-related problems. This sort of deterioration, in turn, permits significant water entry into the terra-cotta system.

### ***Inappropriate Repairs***

Inappropriate repairs result because using new terra-cotta for replacement of deteriorated or missing glazed architectural terra-cotta has generally been impractical. Repairs, therefore, have traditionally been made in brick or cementitious build ups of numerous materials such as stucco or fiberglass. Some materials are appropriate temporary or permanent replacements, while others are not. (These issues are discussed at a later point in this report.) However, improper anchoring or bonding of the repair work or visual incompatibility of repairs have themselves, with the passage of time, become rehabilitation problems: replacement brick that is pulling free, cement stucco that is cracking and spalling, or a cement or bituminous repairs that are not visually compatible with the original material.

## **Alteration Damage**

Alteration damage has occurred as a result of the installation of such building additions as signs, screens, marquees or bird proofing. These installations often necessitated the boring of holes or cutting of the glazed architectural terra-cotta to anchor these additions to the building frame beneath. As the anchoring or caulking deteriorated, or as these elements were removed in subsequent renovation work, these holes have become significant sources of water-related damage to the glazed architectural terra-cotta system.

## **Deterioration Inspection and Analysis**

Certain deterioration in glazed architectural terra-cotta may be on the building surface and patently obvious to the casual observer—crazing, spalling, deterioration of mortar joints. Other deterioration may be internal or within the masonry system and hard to determine—deterioration of anchoring, deterioration behind the glaze, crumbling of internal webbing. *Prima facie*, "first inspection," examination may indicate surface deterioration problems while not revealing others. This demonstrates one of the most frustrating aspects of dealing with deteriorated glazed architectural terra-cotta: that there are two systems or levels of deterioration, one which is visible and the other which is not.



Material spalling is the result of excessive expansion of the porous tile body caused by water and freezing temperatures. This is a serious condition, often difficult to repair. Photo: NPS files.

Material failure in glazed architectural terra-cotta is necessarily complex. For this reason, it is generally advised that the examination and repair of this material should be the responsibility of an experienced professional. Few restorationists have experience in the inspection, repair and replacement of glazed architectural terra-cotta. This is certainly never the province of the amateur or the most well-intentioned but inexperienced architect or engineer.

There are some methods of internal and external inspection and analysis which are relatively simple to the trained professional. Other methods, however, are expensive, time consuming, and only in the experimental stage at this writing. These all generally preclude the use of anyone but an experienced professional.

## ***Preliminary Cleaning***

Before a terra-cotta building is analyzed for deterioration, it is often advisable, but not always necessary, to clean the surface of the material. This is particularly true when the material has been exposed to the vicissitudes of heavy urban pollution. While most building materials are cleaned for "cosmetic" purposes, the cleaning of glazed architectural terra-cotta for the purpose of inspection and analysis may be advised. Dirt on glazed architectural terra-cotta often hides a multitude of problems. It is only with cleaning that these problems become obvious. Recommended cleaning procedures are covered later in the report.

## ***Methods of Inspection***

*Prima facie analysis* is the unit by unit, firsthand, external inspection of the glazed architectural terra-cotta building surface. Special note of all visible surface deterioration (staining, crazing, spalling, cracking, etc.) should be made on elevation drawings. Binoculars are often used where cost, height, or inaccessibility prevent easy inspection. However, much deterioration may go unnoticed unless scaffolding or window-washing apparatus is used in a true "hands on" inspection of each unit of the facade.

**Tapping**, a somewhat inexact method of detection of internal deterioration is, nevertheless, the most reliable inspection procedure presently available. Quite simply, tapping is the striking of each unit with a wooden mallet. When struck, an undamaged glazed architectural terra-cotta unit gives a pronounced ring, indicating its sound internal condition. Conversely, deteriorated units (i.e., units which are failing internally) produce a flat, hollow sound. Metal hammers are never to be used, as they may damage the glazed surface of the unit. Extensive experience is the best teacher with this inspection method.

**Infrared scanning** is only in the experimental stage at this time, but its use seems to hold great promise in locating deteriorated internal material in terra-cotta. All materials emit heat—heat which can be measured in terms of infrared light. While infrared light cannot be seen by the human eye, it can be measured by infrared scanning. Infrared photography, a kind of infrared scanning, has been of particular use in detecting sources of heat loss in buildings in recent years. Broken or loose internal terra-cotta pieces have a less firm attachment to the surrounding firm or attached pieces and, therefore, have different thermal properties, i.e., temperatures. These temperature differences become evident on the infrared scan and may serve as a fair indication of internal material deterioration in terra-cotta.

**Sonic testing** has been successfully used for some time to detect internal cracking of concrete members. In the hands of an experienced operator, there are conditions where it can detect internal failure in glazed architectural terra-cotta. Sonic testing registers the internal configuration of materials by penetrating the material with sound waves and reading the patterns that "bounce back" from the originating source of the sound. Readings at variance with those from undeteriorated material might indicate collapsed webbing or pools of water in the interior of the terra-cotta unit.

**Metal detection** is a non-destructive and generally useful way of locating the position of internal metal anchoring. Metal detectors indicate the presence of metals by electromagnetic impulses. These impulses are transmitted onto an oscilloscope where they may be seen or they are converted to sound patterns which may be heard by the operator. Original drawings are eminently useful in predicting where internal metal anchoring should be. Metal detectors can confirm that indeed they are still there. Without original drawings, the contractor or architect can still locate the metal anchoring, however. No reading where an anchor would be expected could indicate a missing anchor or one that has seriously deteriorated. The information produced by metal detection is, at best, only rough. However, it is the most viable way of locating the internal metal anchoring without physically removing, thus irreparably damaging, the glazed architectural terra-cotta units themselves.

**Laboratory analysis** may be carried out on samples of removed original material to find glaze absorption, permeability or glaze adhesion, or to evaluate material for porosity. These tests are useful in determining the present material characteristics of the historic glazed architectural terra-cotta and how they may be expected to perform in the future.

### **Maintenance, Repair and Replacement**



Exposed or freestanding terra-cotta detailing (parapets, urns, balusters, etc.) have traditionally been subjected to the most severe vicissitudes of deterioration as a result of freezing temperatures and water. Photo: NPS files.

Deterioration in glazed architectural terra-cotta is, by definition, insidious in that the outward signs of decay do not always indicate the more serious problems within. It is, therefore, of paramount importance that the repair and replacement of deteriorated glazed architectural terra-cotta not be undertaken unless the causes of that deterioration have been determined and repaired. As mentioned before, one of the primary agents of deterioration in glazed architectural terra-cotta is water. Therefore, water-related damage can be repaired only when the sources of that water have been eliminated. Repointing, caulking and replacement of missing masonry pieces are also of primary concern. Where detailing to conduct water in the original design has been insufficient, the installation of new flashing or weep holes might be considered.

Where stress-related or structural problems have caused the deterioration of glazed architectural terra-cotta, the services of a structural engineer should be sought to mitigate these problems.

This may include the installation of relieving joints, shelf angles or flexible joints. In any case, stress-related and structural deterioration, like water-related deterioration, must be stopped before effective consolidation or replacement efforts may begin.

### ***Cleaning***

The successful cleaning of glazed architectural terra-cotta removes excessive soil from the glazed surface without damaging the masonry unit itself. Of the many cleaning materials available, the most widely recommended are water, detergent, and a natural or nylon bristle brush. More stubborn pollution or fire-related dirt or bird droppings can be cleaned with steam or weak solutions of muriatic or oxalic acid.

**A note of caution:** Any acids, when used in strong enough solutions, may themselves deteriorate mortar and "liberate" salts within the masonry system, producing a situation called efflorescence.

Commercial cleaning solutions may be appropriate but probably are not necessary when water and detergent will suffice. There are, however, certain cleaning techniques for glazed terra-cotta which are definitely not recommended and which would damage the surface of the material. These include: all abrasive cleaning measures (especially sandblasting), the use of strong acids, (particularly fluoride-based acids), high-pressure water cleaning and the use of metal bristle brushes. All of these techniques will irreparably harm the glaze in one fashion or another and subsequently expose the porous tile body to the damaging effects of water.

It is important to remember that glazed architectural terra-cotta was designed to be cleaned cheaply and easily. This, in fact, was one of its major assets and was much advertised in the selling of the material early in this century.

### ***Waterproofing***

The covering of crazed glazing with waterproof coatings is the subject of an ongoing controversy today. The question involves whether or not the micro-cracks conduct substantial amounts of water into the porous tile body. Tests indicate that the glaze on new unexposed terra-cotta is itself not completely waterproof. Some testing also indicates that most crazing on historic glazed terra-cotta does not substantially increase the flow of moisture into the porous tile body when compared to new material. Excessive and serious crazing is, however, an exception and the coating of those areas on a limited scale may be wholly appropriate.

In an effort to stem water-related deterioration, architects and building owners often erroneously attribute water-related damage to glaze crazing when the source of the deterioration is, in fact, elsewhere: deteriorated caulking, flashing, etc. The waterproof coating of glazed architectural terra-cotta walls may cause problems on its own. Outward migration of water vapor normally occurs through the mortar joints in these systems. The inadvertent sealing of these joints in the wholesale coating of the wall may exacerbate an already serious situation. Spalling of the glaze, mortar, or porous body will, more than likely, result.



A worker cleans out mortar joints in preparation for repointing the architectural terra-cotta  
Photo: NPS files.

### ***Repointing***

Repointing of mortar which is severely deteriorated or improperly or infrequently maintained is one of the most useful preservation activities that can be performed on historic glazed architectural terra-cotta buildings. Ongoing and cyclical repointing guarantees the long life of this material. Repointing should always be carried out with a mortar which has a compressive strength (measured in p.s.i.) lower than the adjacent masonry unit. Hard (Portland cement) or coarsely screened mortars may cause point loading and/or prevent the outward migration of the water through the mortar joints, both of which ultimately damage the terra-cotta unit. Repointing with waterproof caulking compounds or similar waterproof materials should never be undertaken because, like waterproof coatings, they impede the normal outward migration of moisture through the masonry joints. Moisture then may build sufficient pressure behind the waterproof caulk and the glaze on the terra-cotta to cause damage to the unit itself.

### ***Repair of Glaze Spalling***

Glaze spalling is also a highly culpable source of water-related deterioration in glazed architectural terra-cotta. It is important to coat or seal these blistered areas and to prevent further entry of water into the system by this route. All loose or friable material should be removed. This may be done easily by hand; chisels or similar small tools are most effective. The exposed material is then painted over. At this time, no permanently effective reglazing materials are available. However, there are several acrylic-based proprietary products and masonry paints which can be used effectively to protect these exposed areas, thus preventing the entry of water. These materials are effective for 5 to 7 years and can be reapplied. They also can be tinted to approximate closely the original glaze color.

### ***Repair of Minor Material Spalling***

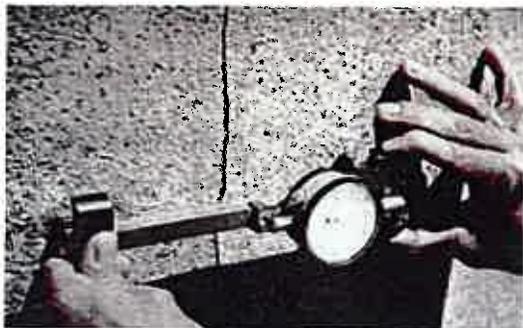
Minor material spalling, where visual or cosmetic considerations are negligible, should be treated in a manner similar to glaze spalling damage. That is, areas where small portions of the body and glaze have spalled and which are far removed from close scrutiny (i.e., detailing on entablatures, upper story windows, etc.) are best remedied by painting with a masonry paint or an acrylic-based proprietary product. Units on which material spalling is easily observed (on the street level, door surrounds, etc.), and on which visual integrity is a consideration, may be better replaced. Patching is not appropriate. Stucco-like or cementitious buildups are difficult to form satisfactorily, safely and compatibly in situ to replace missing pieces of glazed architectural terra-cotta. Cementitious repairs never satisfactorily bond to the original material. The differential expansion coefficients of the two materials (the repair and the original) preclude a safe, effective and long-term attachment.

### ***Repair of Major Spalling***

Glazed architectural terra-cotta units, which have spalled severely thereby losing much of their material and structural integrity in the wall, should be replaced. Partial in situ repair will not be long lasting and may, in fact, cause complicated restoration problems at a later date. Appropriate methods of replacement are discussed at a later point in this report.

### ***Temporary Stabilization***

Stabilization measures are necessary when deterioration is so severe as to create a situation where pieces of glazed architectural terra-cotta may fall from the building. This is a particular concern with greatly exposed detailing: cornices, balconies, balustrades, urns, columns, buttresses, etc. Restoration work on these pieces is expensive and often must be carried on over a period of time. Unstable terra-cotta pieces are often removed or destroyed in lieu of such measures. This is particularly true in areas of heavy traffic-related vibrations or in earthquake zones. There are, however, less severe measures which may be employed on a temporary basis. Substantial success has been achieved in securing unstable glazed architectural terra-cotta pieces with metal strapping and nylon net. While these measures should not be seen as permanent preservation solutions, they do offer temporary alternatives to the wanton destruction of significant glazed architectural terra-cotta detailing in the name of public safety and local code compliance.



This crack is being measured. Structural cracking, whether static (nonmoving) or dynamic (moving) should be caulked to prevent water entry into the glazed architectural terra-cotta system. Photo: NPS files.

### ***Repair of Addition and Structural Damage***

Holes, sign anchors, slots for channel steel, or structural cracking in the surface of glazed architectural terra-cotta cladding should be permanently sealed with a material that will expand with the normal dynamics of the surrounding material, yet effectively keep water out of the system. Any one of a number of commercially available waterproof caulking compounds would be appropriate for this work. Holes and static (non-moving) cracks may be caulked with butyl sealants or acrylic latex caulks. For dynamic (moving or active) cracks, the polysulfide caulks are most often used, although others may be safely employed. It is, however, important to remember that these waterproof caulking compounds are not viable repointing materials and should not be used as such.

### ***Temporary Replacement***

Temporary replacement measures should be implemented when missing units are scheduled to be replaced but work cannot be undertaken immediately. Lengthy delivery time, prorating of work or seasonal considerations may postpone replacement work. Severe deterioration should at least be ameliorated until work can begin. Temporary repointing, removal and saving of undamaged units to be reset later, or the temporary installation of brick infill to retard further deterioration might be considered.

### ***Removing Earlier Repairs***

Removing earlier repairs may be necessary when the work has either deteriorated or has become visually incompatible. Cementitious stucco, caulking with black bituminous compounds or brick repair work may become structurally or visually unstable or incompatible and should be removed and properly rehabilitated.

### ***Replacement of Glazed Architectural Terra-cotta***

Replacement of severely spalled, damaged, or missing glazed architectural terra-cotta elements is always difficult. Certainly, in-kind replacement is advisable, but it has a number of drawbacks. Stone, fiberglass, and precast concrete are also viable choices, but like in-kind replacement, also have their inherent problems.

**Several notes on replacement:** When replacing glazed architectural terra-cotta, all of the original deteriorated material should be completely removed. Half bricks or similar cosmetic replacement techniques are not advised.

- When possible and where applicable, replacement units should be anchored in a manner similar to the original. Both structural and visual compatibility are major considerations when choosing replacement materials.

- Removing and re-anchoring damaged glazed architectural terra-cotta is an extremely difficult if not impossible task. The complexity of the interlocking system of masonry units, backfill, and metal anchoring system precludes the removal of the glazed architectural terra-cotta unit without destroying it.
- Re-anchoring deteriorated units is likewise impossible. Therefore, if the terra-cotta in question is loose, severely deteriorated, or its structural integrity in serious question, it is best removed and replaced.

**In-kind** replacement is possible today, but only on a limited basis. Most new glazed architectural terra-cotta is machine made, not hand made as the original. Thus, the porous tile body of the new material tends to be more uniform but less dense and often not as durable. The glaze on the new glazed architectural terra-cotta tends to be thinner than that on the older material and subsequently more brittle. Machine processing has also produced a glaze that is uniform in color as opposed to historic glazes which were slightly mottled and, therefore, richer. Visual compatibility is an important consideration when replacing in-kind.

Only a fairly limited inventory of in-kind pieces is presently available for replacement such as plain ashlar blocks and the simpler details such as cappings and sills. When deterioration severely damages the more ornate pieces (urns, cartouche work, balusters, etc.) either expensive hand casting or alternative materials must be sought. There is a tendency today to replace damaged ornamental work with simpler, cheaper and more readily available units. This decision cannot, however, be supported, as the removal of this work inevitably diminishes the character and integrity of the building. Another major consideration in choosing in-kind replacement is the question of delivery time, which is often quite lengthy. If new glazed architectural terra-cotta is chosen as a replacement material, the architect or building owner should plan far in advance.

**Stone** may be a suitable replacement material for damaged glazed architectural terra-cotta. Its durability makes it highly appropriate, although the increase in weight over the original hollow units may be of some concern. The fact that historic glazed architectural terra-cotta was glazed in imitation of stone, however, may make the choice of stone as a replacement material a fortuitous one. Metal anchoring may be accommodated easily in the carving. Cost, however, is the major drawback in stone replacement, particularly where rich detailing must be carved to match the original.

**Fiberglass** replacement is a viable alternative, particularly when rich and elaborate ornamentation has to be duplicated. Casting from original intact pieces can produce numerous sharp copies of entablatures, moldings, balusters, voussoirs, etc. Anchoring is easily included in casting.

Significant drawbacks in using fiberglass replacement are color compatibility, fire code violations, and poor weathering and aging processes. The appropriate coloring of fiberglass is exceedingly difficult in many instances. Painting is often unsatisfactory, as it discolors at a rate different than that of the historic glazed original. While fiberglass casting is lighter than the original units and, therefore, of great interest in the rehabilitation of buildings in areas of high seismic activity, many fire code requirements cannot be met with the use of this material.

**Precast concrete** units show great promise in replacing glazed architectural terra-cotta at this writing. Precast concrete units can, like fiberglass, replicate nuances of detail in a modular fashion: they can also be cast hollow, use lightweight aggregate and be made to accommodate metal anchoring when necessary. Concrete can be colored or tinted to match the original material with excellent results. It is cost effective and once production is in process, precast concrete can be produced quickly and easily.

Experience shows that it is advisable to use a clear masonry coating on the weather face of the precast concrete units to guarantee the visual compatibility of the new unit, to prevent moisture absorption, to obtain the proper reflectivity in imitation of the original glaze and to prevent weathering of the unit itself. Precast concrete replacement units are presently enjoying great use in replicating historic glazed architectural terra-cotta and show promise for future rehabilitation programs.

Once the replacement material is selected (new glazed architectural terra-cotta, stone, precast concrete, or fiberglass), it must be reanchored into the masonry system. Original metal anchoring came in numerous designs, materials and coatings ranging from bituminous-coated iron to bronze. While most of these anchors are no longer available, they may be easily replicated in large quantities either in the original material when appropriate or out of more durable and available metals such as stainless steel.

Since the masonry backfill is already in place in the historic building, the new replacement unit with anchoring may simply be fitted into the existing backfill by boring a hole or slot for anchor and bedding the anchor and the unit itself in mortar. When replacing historic glazed architectural terra-cotta which originally employed metal anchoring, it is important to replace that anchoring when replacing the unit. Serious problems may result if anchoring is omitted in restoration, when it was used originally. It is erroneous to assume that mortar alone will be sufficient to hold these replacement pieces in place.

## **Summary and References**

Today, many of this country's buildings are constructed of glazed architectural terra-cotta. However, many of these are in a state of serious deterioration and decay. Glazed architectural terra-cotta was, in many ways, the "wonder" material of the American building industry in the late 19th century and during the first decades of the 20th century. New technology and methods of rehabilitation now hold promise for the restoration and rehabilitation of these invaluable and significant resources. Restoration/rehabilitation work on glazed architectural terra-cotta is demanding and will not tolerate halfway measures. Today's preservation work should equal the spirit, attention to detail, pride in workmanship and care which characterized the craftsmanship associated with this widely used, historic masonry material.

**Additionally See the following Guidance:**

- Guidelines for Rehabilitating Historic Buildings  
<http://www.nps.gov/tps/standards/rehabilitation/rehab/guide.htm>
- The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings  
<http://www.nps.gov/tps/standards/rehabilitation/sustainability-guidelines.pdf>
- Preservation Brief 40: Preserving Historic Ceramic Tile Floors  
<http://www.nps.gov/tps/how-to-preserve/briefs/40-ceramic-tile-floors.htm>
- Preservation Brief 2: Repointing Mortar Joints in Historic Masonry Buildings  
<http://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm>
- Preservation Brief 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings  
<http://www.nps.gov/tps/how-to-preserve/briefs/1-cleaning-water-repellent.htm>
- Brick Maintenance and Repair for Historic and Landmark Structures:  
<http://www.hoffarch.com/assets/Journal23.pdf>
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- Prudon, Theodore H.M. "Architectural Terra-cotta: Analyzing the Deterioration Problems and Restoration Approaches." *Technology and Conservation*, Vol. 3 (Fall, 1978), pp. 30-38.