

ATTACHMENT 4

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF BEVERLY HILLS
Community Development Department
455 North Rexford Drive
Beverly Hills, CA 90210

ATTN: Community Development Director

Recording Fee: Exempt pursuant to
California Govt. Code Section 27383

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORIC PROPERTY PRESERVATION AGREEMENT

BY AND BETWEEN

THE CITY OF BEVERLY HILLS,
a municipal corporation, and

BH Performing Arts Landlord LLC,
a California limited liability company, and

BH Performing Arts Tenant LLC,
a California limited liability company

FOR THE PRESERVATION AND BENEFIT OF THE LANDMARK PROPERTY LOCATED AT

9390 North Santa Monica Boulevard (previously known as
470 North Canon Drive)

(PHYSICAL ADDRESS)

A portion of Assessor Parcel Numbers 4343-009-902, 909, 904 underlying the
Historic Beverly Hills Post Office Building

(ASSESSOR PARCEL NUMBER)

HISTORIC PROPERTY PRESERVATION AGREEMENT

THIS AGREEMENT is made this ___ day of November, 2013, by and between the City of Beverly Hills, a municipal corporation ("City") and BH Performing Arts Landlord LLC, a California limited liability company, and BH Performing Arts Tenant LLC, a California limited liability company, as owners of long term leasehold interests in the property generally located at 9390 North Santa Monica Boulevard, Beverly Hills, California (collectively referred to as "Owners").

RECITALS

WHEREAS, California Government Code Sections 50280, *et seq.*, allow cities to enter into a contract with the owner(s) of a "qualified historical property," as that term is defined in Government Code Section 50280.1, for the purpose of providing for the use, maintenance, protection, and restoration of historical property so as to retain its characteristics as property of historic significance.

WHEREAS, the Owners collectively hold long term leasehold interests in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address 9390 North Santa Monica Boulevard, Beverly Hills, California (APN 4343-009-902, 909, 904), hereafter referred to as the "Lease Premises." A legal description of the Lease Premises is attached hereto as Exhibit "A," and incorporated herein by this reference. The portion of the Lease Premises consisting of the Historic Beverly Hills Post Office Building, the outline of which is shown on the attached Exhibit "E", shall be the "Historic Property" for purposes of this Agreement.

WHEREAS, on January 24, 2013, the City Council upon recommendation by the Cultural Heritage Commission designated the Historic Property as a "historic resource" pursuant to the terms and provisions of Title 10, Chapter 3, Article 32 of the Beverly Hills Municipal Code.

WHEREAS, the City and Owners desire to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property that help provide the community with a unique civic identity and character.

WHEREAS, the Owners, in consideration for abiding by the terms of this Agreement and Government Code Sections 50280, *et seq.*, shall be entitled to qualify for a reassessment of valuation of the leasehold interest in the Historic Property, pursuant to the provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding adjustment in property and/or possessory interest taxes resulting therefrom.

TERMS

NOW, THEREFORE, the City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on November ____, 2013 ("Effective Date") and shall remain in effect for a term of ten (10) years thereafter.
2. Yearly Renewal. Each year upon the anniversary of the Effective Date ("Renewal Date"), an additional one (1) year shall automatically be added to the remaining term of the Agreement unless a notice of nonrenewal is delivered as provided in Section 3 of this Agreement.
3. Nonrenewal. If either the Owners or City desires in any year not to renew this Agreement, Owners or City shall serve a written notice of nonrenewal upon the party in advance of the Renewal Date ("Notice of Nonrenewal"). The Notice of Nonrenewal shall be effective only if served by Owners upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owners, the Notice of Nonrenewal shall be effective only if served upon Owners at

least sixty (60) days prior to the Renewal Date. If either City or Owners serve a Notice of Nonrenewal in any year, this Agreement shall remain in effect only for the balance of the term then remaining.

4. Owners Protest of City Nonrenewal. Within fifteen (15) days of Owners' receipt of the Notice of Nonrenewal from City, Owners may file with City a written protest of the Notice of Nonrenewal. Upon receipt of the written protest, the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owners may furnish the City Council with any information that Owners deems relevant and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual Renewal Date, withdraw its Notice of Nonrenewal.
5. Standards for Historic Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:
 - A. Owners shall preserve and maintain the characteristics of the historical significance of the Historic Property. Attached hereto as Exhibit "B," and incorporated herein by this reference, is a list of the minimum standards and conditions for maintenance, use, protection, and preservation of the Historic Property, which shall apply to the Historic Property and with which Owners shall comply throughout the term of this Agreement. In addition, Owners shall comply with the terms of the City's Historic Preservation Ordinance (Title 10, Chapter 3, Article 32 of the Beverly Hills Municipal Code), and shall obtain any applicable permits necessary to protect, preserve, restore, and rehabilitate the Historic Property so as to maintain its historical significance.
 - B. Owners shall, where necessary, repair, maintain, restore, and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and the City of Beverly Hills. The condition of the

exterior and interior of the Historic Property on the effective date of this Agreement is documented in photographs attached as Exhibit "C" and incorporated herein by this reference. At a minimum, Owners shall continually maintain the exterior and interior of the Historic Property in the same condition as documented in Exhibit "C."

- C. Owners shall carry out specific restoration, repair, maintenance, and/or rehabilitation projects ("Preservation Plan") on the Historic Property, as outlined in the attached Exhibit "D," which is incorporated herein by this reference. Prior to each ten (10) year anniversary of the Effective Date, the Owners shall submit an updated Preservation Plan with projects to be undertaken for the next ten (10) year period or during the balance of the Term of the Agreement if less than ten (10) years. All such projects shall be undertaken and completed in accordance with the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code.
6. Minimum Annual Income to be Capitalized. The City and Owners agree that throughout the term of this Agreement, including any yearly renewals as provided for in section 2 above, the annual net income to be capitalized when calculating the value of the property for property or possessory interest tax purposes shall not be less than \$10,074.00.
7. Inspections. Upon reasonable advance notice, Owners shall allow inspection of the exterior and interior of the Historic Property by representatives of the City and/or County Assessor, the State Department of Parks and Recreation, and State Board of Equalization as may be necessary to determine Owners' compliance with the terms and provisions of this Agreement. Such inspection shall occur prior to a new agreement and every 5 years thereafter.

8. Provisions of Information of Compliance. Owners hereby agree to furnish City with any and all information requested by City, which City deems necessary or advisable to determine eligibility of the Historic Property and compliance with the terms and provisions of this Agreement.
9. Breach of Agreement Remedies.
- A. Notice of Breach; Opportunity to Cure. If one or both Owners breach any provision of this Agreement, City may give written notice to Owners, by registered or certified mail, detailing Owners' violations. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) days and thereafter diligently pursued to completion), the City may, without further notice, declare Owners to be in breach of this Agreement, unless the City or the Owners elect to engage in non-binding mediation. If either party elects to engage in non-binding mediation, the mediation shall be conducted before a mutually selected retired judge of the Superior Court, Court of Appeal, or Supreme Court of the State of California. If Owners and City cannot agree on a mediator, mediation shall be held at ADR Services, Inc., Century City, California, before a mediator selected by ADR Services. Costs of mediation shall be shared between the parties, unless the parties agree to an alternate payment structure. If the mediation fails to resolve the City's claim that one or both of the Owners is in breach of this Agreement, or if the City claims that one or both of the Owners has failed to carry out the terms of any agreement reached through mediation, the City may issue a declaration of Owner or Owners' breach, after which the City may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.

B. Remedies. If City determines, following a duly noticed public hearing in accordance with Government Code Sections 50285 and 50286, that one or both Owners breached any of the conditions of the Agreement, one or both Owners allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historical property, or one or both Owners failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement, City shall either cancel this Agreement or bring an action in court to enforce the contract. If this Agreement is cancelled under this paragraph, Owners shall pay a cancellation fee to the County of Los Angeles as required by Government Code Section 50286.

10. Eminent Domain Cancellation. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code section 50286 shall be imposed if the Agreement is cancelled pursuant to this Section.

11. Waiver. City does not waive any claim of default by Owners if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

12. Binding Effect of Agreement. Owners hereby subject the Historic Property to the covenants, conditions, and restrictions set forth in this Agreement. City and Owners hereby declare their specific intent that the covenants, conditions, and restrictions set forth herein shall be deemed covenants running with the land and shall inure to and be binding upon Owners' successors and

assigns in the long term leasehold interest to the Historic Property. Each and every contract, lease or other instrument herein after executed, covering or conveying all or part of the long term leasehold interest in the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions set forth in such contract, deed or other instrument.

13. Covenants Run with the Land. City and Owners hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property during Owners' ownership of a long term leasehold interest in the Historic Property. City and Owners hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historical characteristics and significance of the Historic Property for the benefit of the public and the Owners. Upon the expiration of the term, as the same may have been extended by yearly renewals, City or Owner shall have the right to prepare a notice in recordable form that the term has expired and that this Agreement is no longer in effect, and the other party shall, promptly following request of the preparing party, sign and return such notice to the preparing party, which notice the preparing party shall then be authorized to record in the official records of Los Angeles County, California.

14. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified in writing by the parties hereto:

City: City of Beverly Hills
Community Development Department, Planning Division
455 North Rexford Drive

Beverly Hills, CA 90210

Owners: BH Performing Arts Landlord, LLC and/or
BH Performing Arts Tenant LLC
9911 W. Pico Blvd.
Los Angeles, CA 90035

15. Effect of Agreement. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint venturers or members of any joint enterprise.
16. Indemnity and Release of City. Owners shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental agency, arising out of or incident to (i) the direct or indirect use, operation or maintenance of the Historic Property by Owners or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owners' activities in connection with the Historic Property; (iii) any encumbrance for property and/or possessory interest tax on or against the Historic Property arising during the term of this Agreement, including yearly renewals, (iv) any claim of a governmental entity that the City has any liability for taxes, penalties, or other charges or assessments arising in any manner from its participation in this Agreement or its ownership of the Historic Property, other than taxes, penalties, or other charges or assessments that the City would otherwise have owed had it not entered into this Agreement; and (v) any restrictions on the use or development of the Historic Property, from application or enforcement of Title 10, Chapter 3, Article 32 of the City's Municipal Code, or

from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. Owners' obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

In addition, Owners release the City from any and all liabilities arising from determinations of the County Assessor in the course of implementing, or otherwise relating to, this Agreement.

17. Binding Upon Successors and Assigns. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.
18. Legal Costs. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, conditions or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all attorney's fees, in addition to court costs and other relief ordered by the court.
19. Severability. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
20. Recordation. No later than twenty (20) days after the Effective Date, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Los Angeles.

21. Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.
22. Governing Law and Venue. This Agreement shall be construed and governed in accordance with the laws of the State of California. Any action at law or in equity by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

IN WITNESS WHEREOF, City and Owners have executed this Agreement on the day and year first above written.

CITY OF BEVERLY HILLS

JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

ATTESTED TO:

BYRON POPE
City Clerk

BH Performing Arts Landlord LLC,
a California limited liability company

By: BH Performing Arts Manager LLC,
a California limited liability
company, its managing member

By: Wallis Annenberg Center for the
Performing Arts,
its sole member

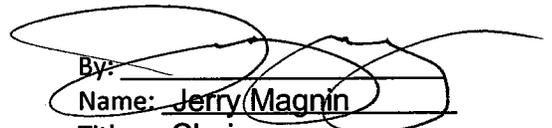
By: 
Name: Jerry Magnin
Title: Chairman

By: 
Name: Arnold Rosenstein
Title: Vice Chair of Operations

BH Performing Arts Tenant LLC,
a California limited liability company

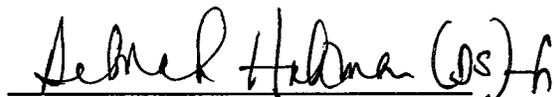
By: BH Performing Arts Manager LLC,
a California limited liability
company, its managing member

By: Wallis Annenberg Center for the
Performing Arts, its sole member

By: 
Name: Jerry Magnin
Title: Chairman

By: 
Name: Arnold Rosenstein
Title: Vice Chair of Operations

APPROVED AS TO FORM


LAURENCE S. WIENER
City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 11/25/2013, before me, Emil Sargisyan, the undersigned, a notary public in and for said State, personally appeared Jerry Magnin who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



A handwritten signature in cursive script, appearing to read "Emil Sargisyan", written over a horizontal line.

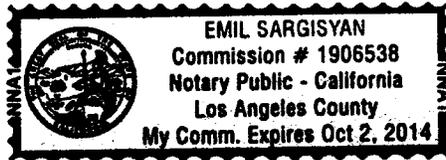
Notary Signature

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 11/25/13, before me, Emil Sargisyan, the undersigned, a notary public in and for said State, personally appeared Arnold Rosenstein —
—, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



A handwritten signature in cursive script that reads "Emil".

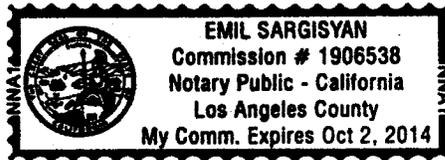
Notary Signature

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 11/25/2013, before me, Emil Sargisyan, the undersigned, a notary public in and for said State, personally appeared Jerry Magnin who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



A handwritten signature in black ink, appearing to read "Emil", written over a horizontal line.

Notary Signature

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 11/25/2013, before me, Emil Sargisyan, the undersigned, a notary public in and for said State, personally appeared Arnold Rosenstein - , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



A handwritten signature in cursive script, appearing to read "Emil Sargisyan", written over a horizontal line.

Notary Signature

EXHIBIT A – LEGAL DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF LOT A, OF RANCHO DE LAS AGUAS, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 107, PAGE 210, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE PACIFIC ELECTRIC RAILWAY COMPANY RIGHT OF WAY (HOLLYWOOD DIVISION) AS GRANTED BY DEED RECORDED JANUARY 14, 1907, IN BOOK 2940, PAGE 77, OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 6.00 FEET, MEASURED AT RIGHT ANGLES WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF CANON DRIVE, AS SHOWN ON THE MAP OF BEVERLY, AS PER MAP RECORDED IN BOOK 11, PAGE 94, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE, ALONG SAID PARALLEL LINE, NORTH 39 DEGREES 31 MINUTES 51 SECONDS WEST 37.99 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 16.00 FEET; THENCE, NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES 04 MINUTES 31 SECONDS, AN ARC LENGTH OF 25.15 FEET; THENCE, NORTH 50 DEGREES 32 MINUTES 40 SECONDS EAST 161.49 FEET; THENCE, SOUTH 39 DEGREES 27 MINUTES 19 SECONDS EAST 3.13 FEET; THENCE, NORTH 50 DEGREES 32 MINUTES 41 SECONDS EAST 67.32 FEET; THENCE, NORTH 54 DEGREES 09 MINUTES 04 SECONDS EAST 63.09 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 14.47 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 28 DEGREES 06 MINUTES 11 SECONDS WEST; THENCE, EASTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 39 DEGREES 49 MINUTES 47 SECONDS, AN ARC LENGTH OF 10.06 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF CRESCENT DRIVE, AS SHOWN ON THE MAP OF BEVERLY HILLS, AS PER MAP RECORDED IN BOOK 11, PAGES 186 AND 187, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, A RADIAL LINE TO SAID POINT BEARS NORTH 11 DEGREES 43 MINUTES 36 SECONDS EAST; THENCE, CONTINUING EASTERLY, ALONG THE PROLONGATION OF LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 29 DEGREES 38 MINUTES 53 SECONDS, AN ARC LENGTH OF 7.49 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 41 DEGREES 22 MINUTES 29 SECONDS EAST, TO A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 3.00 FEET, MEASURED AT RIGHT ANGLES TO SAID SOUTHWESTERLY RIGHT OF WAY LINE OF CRESCENT DRIVE; THENCE, ALONG SAID PARALLEL LINE, SOUTH 39 DEGREES 32 MINUTES 45 SECONDS EAST 365.24 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 12.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 63 DEGREES 58 MINUTES 06 SECONDS EAST; THENCE, SOUTHERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 51 DEGREES 45 MINUTES 36 SECONDS, AN ARC LENGTH OF 10.84 FEET; THENCE,

SOUTH 25 DEGREES 04 MINUTES 42 SECONDS WEST 4.81 FEET, TO THE BEGINNING OF A TANGENT CURVE, TO THE NORTHWEST, HAVING A RADIUS OF 12.00 FEET; THENCE, SOUTHWESTERLY AND WESTERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 63 DEGREES 30 MINUTES 25 SECONDS, AN ARC LENGTH OF 13.30 FEET, TO A TANGENT LINE; THENCE, SOUTH 89 DEGREES 14 MINUTES 07 SECONDS WEST 47.31 FEET; THENCE, NORTH 25 DEGREES 26 MINUTES 25 SECONDS WEST 2.73 FEET; THENCE, SOUTH 89 DEGREES 51 MINUTES 28 SECONDS WEST 49.11 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 8.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 41 DEGREES 22 MINUTES 04 SECONDS EAST; THENCE, SOUTHWESTERLY AND WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 41 DEGREES 57 MINUTES 03 SECONDS, AN ARC LENGTH OF 5.86 FEET; THENCE, NORTH 89 DEGREES 25 MINUTES 01 SECONDS WEST 36.98 FEET; THENCE, SOUTH 50 DEGREES 32 MINUTES 41 SECONDS WEST 2.19 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,000.08 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 2 DEGREES 00 MINUTES 39 SECONDS WEST; THENCE, WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 4 DEGREES 51 MINUTES 52 SECONDS, AN ARC LENGTH OF 84.91 FEET, TO THE BEGINNING OF A REVERSE TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 17.00 FEET; THENCE, WESTERLY ALONG LAST SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 29 DEGREES 49 MINUTES 57 SECONDS, AN ARC LENGTH OF 8.85 FEET, TO THE BEGINNING OF A REVERSE TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 34.75 FEET; THENCE, WESTERLY ALONG LAST SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 31 DEGREES 06 MINUTES 10 SECONDS, AN ARC LENGTH OF 18.86 FEET, TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1097.59 FEET; THENCE, WESTERLY ALONG LAST SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 5 DEGREES 10 MINUTES 21 SECONDS, AN ARC LENGTH OF 99.09 FEET; THENCE, NORTH 71 DEGREES 43 MINUTES 22 SECONDS WEST 20.30 FEET, TO A POINT IN SAID LINE, PARALLEL WITH AND DISTANT NORTHEASTERLY 6.00 FEET, MEASURED AT RIGHT ANGLES WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF CANON DRIVE THENCE, ALONG LAST SAID PARALLEL LINE, NORTH 39 DEGREES 31 MINUTES 51 SECONDS WEST 116.29 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B – MINIMUM STANDARDS AND CONDITIONS

SECRETARY OF THE INTERIOR’S STANDARDS FOR REHABILITATION

The ten standards for rehabilitation are as follows:

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