

Add info # 14

MAY 24 2007



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MEMORANDUM

Economic Development - Council Memo ED07-037

DATE: May 23, 2007

TO: MAYOR AND COUNCIL

FROM: RICHARD K. MULLIGAN, ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT: COMMERCIAL REINVESTMENT PROGRAM AGREEMENT – NEC
ARIZONA AVENUE & WARNER ROAD – FORMER K-MART
BUILDING GARDEN CENTER SPACE

This memorandum is in response to several questions raised at Monday's Council Study Session concerning the Commercial Reinvestment Program and status of the Chandler Mercado revitalization project at the NEC of Arizona Avenue and Warner Road.

In regards to criteria used to evaluate Commercial Reinvestment Program applications, staff looks at various market-driven data, including:

- Existing vacancy rates
- Extent to which the project will eliminate vacant or under-performing retail floor space in the program area
- Extent to which non-retail commercial uses will generate a net increase in new employment, or market demand exists for the new use proposed
- Mix of retail uses proposed and their compatibility with adjoining uses and surrounding neighborhoods
- Ratio of private investment to public reimbursement

The Chandler Mercado project represents a public-private partnership between Chandler Mercado Investors LLC, Ethan Christopher AZ LLC, Koon Boen, Inc. and the City of Chandler.



K & I
ARCHITECTS
1609 S. CENTRAL AVE.
SUITE 200
PHOENIX, AZ 85004
PH: 602.252.2000
FAX: 602.252.0533



Chandler Mercado
Facade Remodel / Shops B and C
N.E.C. OF ARIZONA AVE
AND WARNER ROAD
CHANDLER, ARIZONA

NO.	REVISIONS

OWNERSHIP OF DOCUMENTS
DRAWINGS AND SPECIFICATIONS AS SHOWN ON THESE SHEETS ARE THE PROPERTY OF K&I ARCHITECTS. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF K&I ARCHITECTS.
DATE: 02/21/05
DRAWN BY: RMC
CHECKED BY: MZ
SCALE: 1/8" = 1'-0"



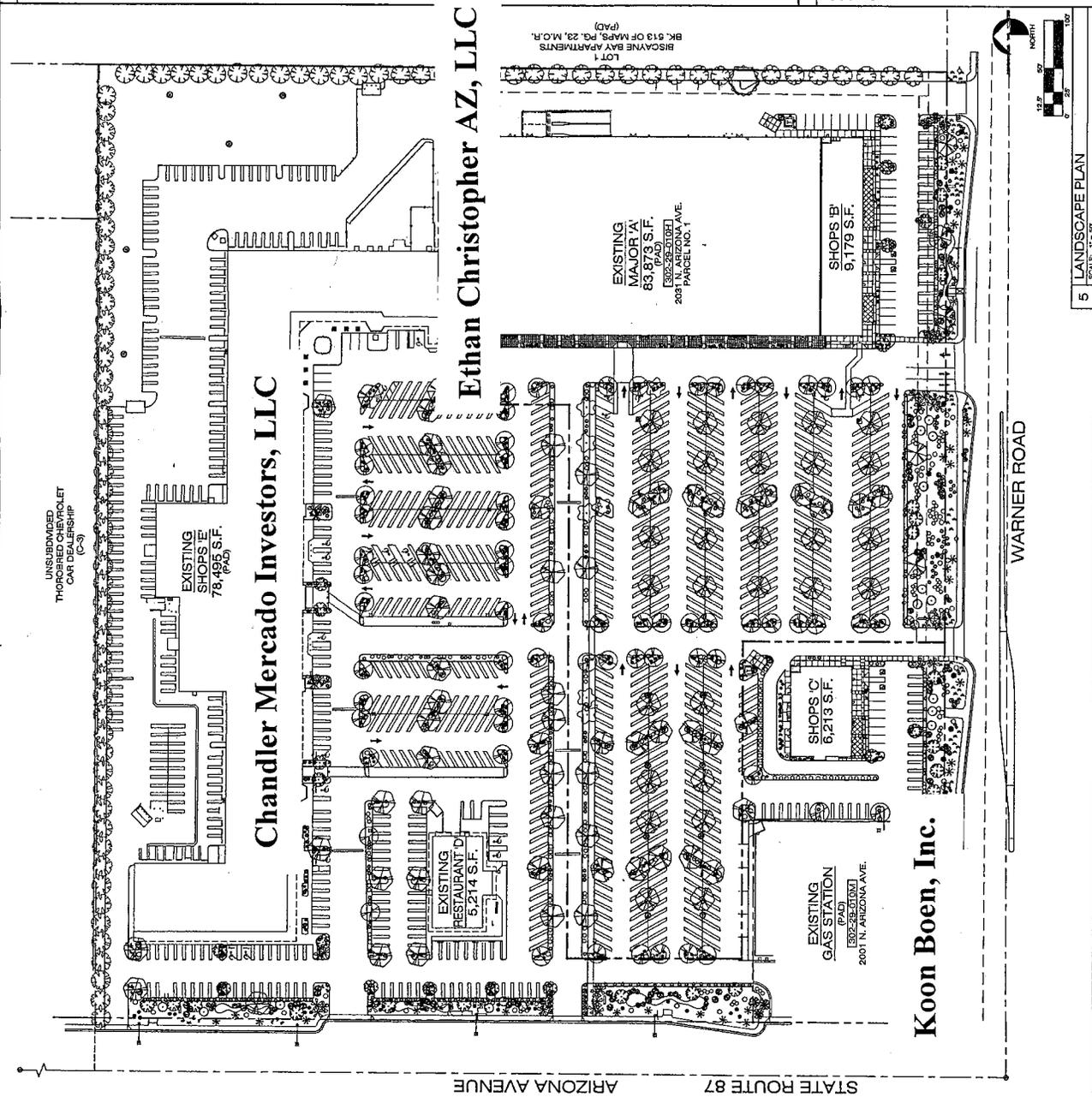
SHEET NUMBER:
L1

PLANT LEGEND

Symbol	Quantity	Scientific Name	Common Name	Planting Size
☼	32	Acacia dealbata	"Desert Carpet" Acacia	1-Gal
☼	65	Acacia salicina	Yellow acacia	2 1/2" - 3" x 3"
☼	38	Acacia villosa	Felt blanco	2 1/2" - 3" x 3"
☼	71	Agave deserti	Agave deserti	5-Gal
☼	36	Agave weberi	Agave weberi	5-Gal
☼	123	Boutanvillea sp.	Boutanvillea	5-Gal
☼	86	Boutanvillea sp.	Boutanvillea	5-Gal
☼	18	Ceanothus americanus	Evergreen blueberry	2 1/2" - 3" x 3"
☼	55	Ceanothus americanus	"Desert Museum" Blueberry	2 1/2" - 3" x 3"
☼	8	Cercocarpus hybridus	Red yucca	1 1/2" - 1 1/2"
☼	147	Hesperaloe parviflora	Red yucca	5-Gal
☼	544	Hesperaloe parviflora	Red yucca	5-Gal
☼	201	Lantana "New York"	New York lantana	1-Gal
☼	328	Leucosiphium frutescens	Red brain sage	5-Gal
☼	74	Muhlenbergia rigens	Royal Palm	5-Gal
☼	8	Rhus tinctoria	Deer grass	5-Gal
☼	17	Ruellia brittaniana	African sunco	5-Gal
☼	131	Ruellia brittaniana	British tulle	5-Gal
☼	48	Ruellia brittaniana	Desert tulle	5-Gal
☼	2	Thurberia parviflora	Orange Jubilee	5-Gal
☼	1	Utricularia parviflora	Yellow bladder	5-Gal
☼	6	Washingtonia robusta	Chinese elm	10' - 12'
☼	35	Washingtonia robusta	Mexican fan palm	5-Gal
☼			Mexican fan palm	5-Gal

Surfices select accent boulder

PLANT NOTES
The intent of the landscape recommendations is to create a low water use, desert adapted landscape with a more contemporary plant palette, to complement the updated store facades. With this in mind it is recommended that all plants be installed in a way that they will not require supplemental irrigation. All plants will also remove all the existing plant materials, except as noted in the plant legend and replace with low water use, desert adapted plant materials.
Please note that the remainder of the center, included in this project will also be removed.



5 LANDSCAPE PLAN
SCALE: 1/8" = 1'-0"

Tenant improvements are in various stages of completion for the portion of the project involving Chandler Mercado Investors LLC, including Portrero Sports Bar and Grill at 2061 North Arizona Avenue. Façade and tenant improvements for the portion of the project involving Ethan Christopher AZ LLC, including the former K-Mart at 2031 North Arizona Avenue, will be partially occupied by PGA Tour Superstores. Construction is underway on the portion of the project involving Koon Boen, Inc. to provide new building space for Washington Mutual (former gas station site) at 2001 North Arizona Avenue. These improvements are slated for completion in Fall 2007, with the exception of a small pad located along Warner Road.

Previously, the Chandler City Council authorized Commercial Reinvestment Program funding in the amount of \$183,347 for Chandler Mercado Investors LLC; and \$580,376 for Ethan Christopher AZ LLC, totaling \$763,723.

If you have any questions, or require further assistance, please don't hesitate to give me a call at (480) 782-3032.



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#14
MAY 24 2007

MEMORANDUM

Economic Development - Council Memo No. ED07-034

DATE: May 14, 2007

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER *WMP*
RICHARD K. MULLIGAN, ECONOMIC DEVELOPMENT DIRECTOR *RM*

FROM: HARRY PAXTON, SENIOR ECONOMIC DEVELOPMENT SPECIALIST *HP*

SUBJECT: COMMERCIAL REINVESTMENT PROGRAM AGREEMENT – NEC
ARIZONA AVENUE & WARNER ROAD – FORMER K MART BUILDING
GARDEN CENTER SPACE

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 4076 and authorize the Mayor to sign all necessary documents.

BACKGROUND: Resolution No. 4076 approves and authorizes the Mayor to execute a Commercial Reinvestment Program Agreement between the City of Chandler and Ethan Christopher AZ, LLC to provide assistance to renovate and replace the former Kmart Garden Center space with small retail shops and enhance the appearance of the building and property at 2031 North Arizona Avenue located at the northeast corner of Arizona Avenue and Warner Road in Chandler.

DISCUSSION: Arizona Avenue is an aging commercial corridor that has lost major tenants as new retail developments such as Chandler Fashion Center have become major magnets for new tenants and other ancillary uses, older existing shopping centers have begun to experience rising vacancy rates caused by increased competition, tenant relocations, small business closures, and greater costs to upgrade older building facilities to meet market standards. To that end, the intent of the Commercial Reinvestment Program is to encourage private reinvestment in older existing retail centers within designated areas of the city that exhibit greater vacancy rates higher than city-wide averages and/or buildings that were constructed at least 15 years ago.

The former Kmart building has been vacant since the Spring of 2002 and at times the center has suffered with a vacancy rate in excess of 70% since Kmart closed its doors. Currently the old Kmart space is 100% vacant.

The proposed improvements to the building and property are compatible with the intent of the Commercial Reinvestment Program. The project will dramatically change the appearance of the property with completely renovating the façade facing Warner Road replacing the 2,893 sq. ft. former garden center with 9,179 sq. ft. of small retail shops.

The basic terms of the Agreement are as follows:

- Ethan Christopher AZ, LLC will invest approximately \$651,962 in the renovation of the building façade and creating the small retail shops.
 - 1) Complete renovation of the façade replacing the 2,893 sq. ft. former garden center with 9,179 sq. ft. of small retail shops.
 - 2) Ethan Christopher must enter into a lease agreement with a high-quality anchor tenant occupying at least 50,000 square feet for a term of at least five years generating an estimated level of sales tax commensurate with the City's investment.

The project represents a significant impact in terms of redevelopment on the North Arizona Avenue commercial corridor. Benefits to the community include:

- 1) Dramatic improvement of the streetscape to one of the highly visible properties on the northern portion of Arizona Avenue.
 - 2) Major renovation of one of the older shopping centers on north Arizona Avenue will help ensure long-term viability of the shopping center by attracting a high-quality anchor tenant and encouraging reinvestment in surrounding properties.
 - 3) The City of Chandler Commercial Reinvestment Program funds up to 50% of renovation costs. The City's investment in the renovation of and replacement of the former garden center space at 2031 North Arizona Avenue as a percentage of estimated project costs is 50%.
- City of Chandler will contribute up to \$325,000 to the project to assist with the costs of improvements.

FINANCIAL IMPLICATIONS: Funding availability in Cost Center 1520 in the amount of \$325,000 is subject to the approval of the Fiscal Year 07-08 Budget.

PROPOSED MOTION: Move to adopt Resolution No. 4076 approving the Agreement between the City of Chandler and Ethan Christopher AZ, LLC in an amount not to exceed \$325,000 and authorizing the Mayor to sign all necessary documents.

Attachments: Location Map
Resolution 4076
Commercial Reinvestment Program Agreement

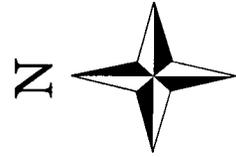
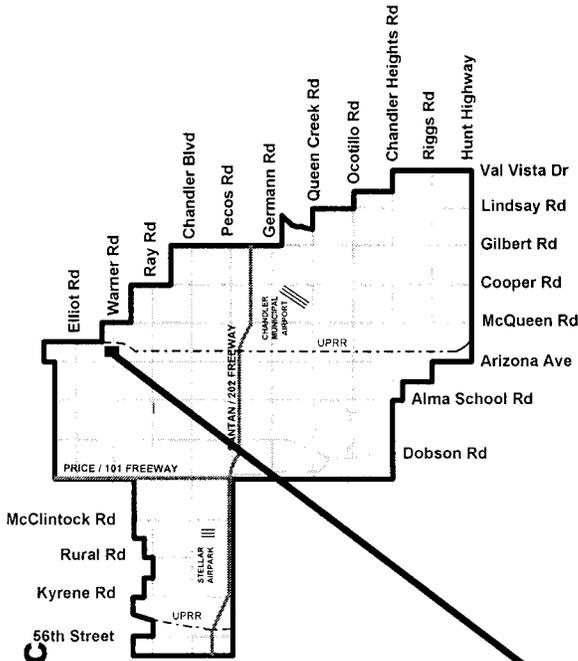
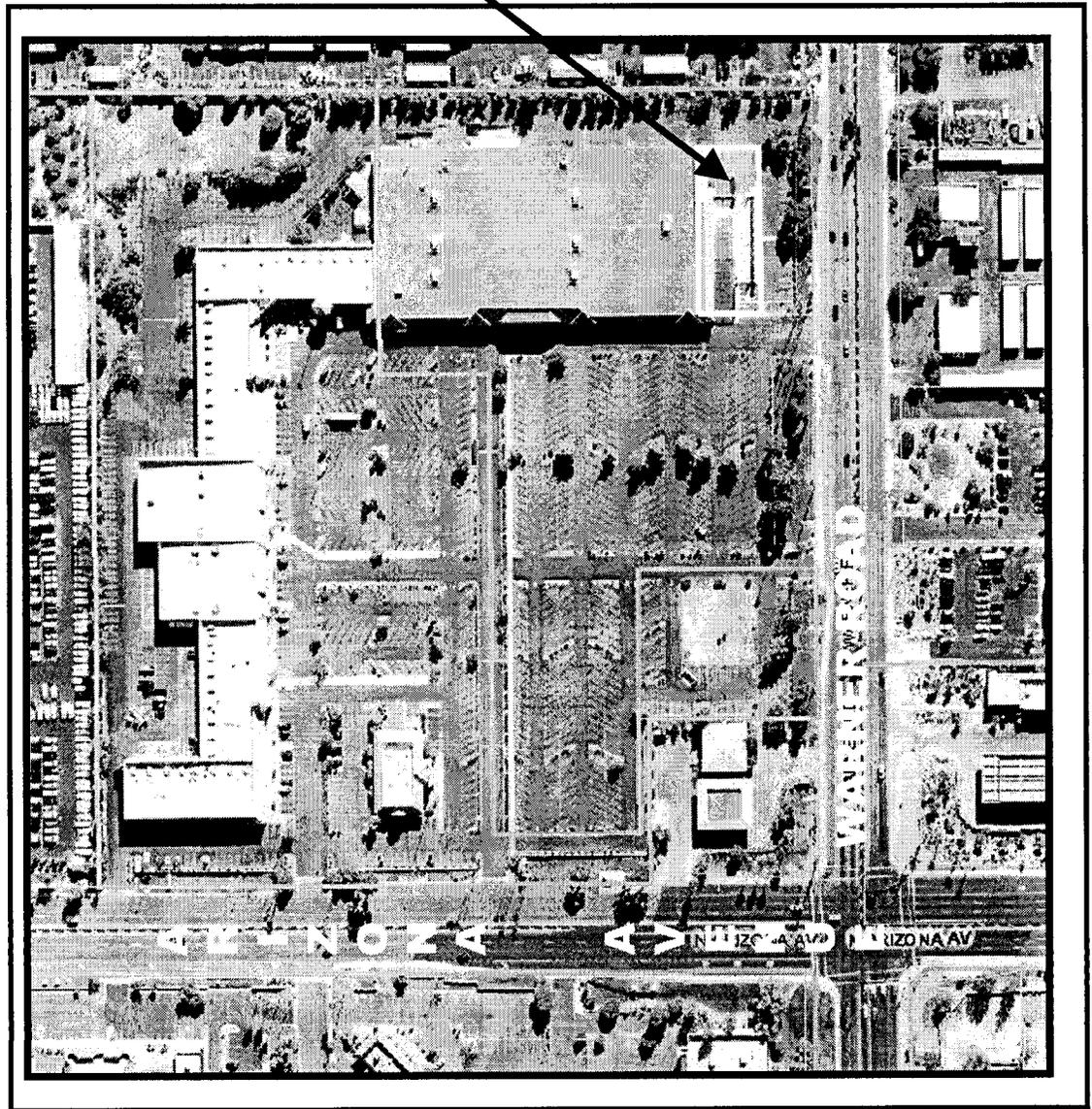


Chandler Arizona

Commercial Reinvestment Program

NEC Arizona Avenue & Warner Road (Former Garden Center Space)

Ethan Christopher AZ, LLC



Location Map

RESOLUTION NO. 4076

A RESOLUTION OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN AGREEMENT BETWEEN THE CITY OF CHANDLER AND ETHAN CHRISTOPHER AZ, LLC TO PROVIDE COMMERCIAL REINVESTMENT PROGRAM FUNDING IN AN AMOUNT NOT TO EXCEED \$325,000 IN RETURN FOR IMPROVEMENTS TO THE BUILDING AND PROPERTY LOCATED AT THE NORTHEAST CORNER OF ARIZONA AVENUE AND WARNER ROAD IN CHANDLER.

WHEREAS, the City desires to obtain certain commitments from Ethan Christopher AZ, LLC which the City believes are of value to the City; and

WHEREAS, the general public will receive benefit from those certain commitments; and

WHEREAS, the City believes that the improvements will enhance the appearance of the property and contribute to low vacancy rates; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, hereby approves the Agreement between the City of Chandler and Ethan Christopher AZ, LLC and authorizes the Mayor to execute the Agreement.

This approval is subject to the availability of funds for Fiscal Year 07-08 pursuant to the Fiscal Year 07-08 Budget being approved.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2007.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4076 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2007 and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

GAB

COMMERCIAL REINVESTMENT PROGRAM AGREEMENT

This Agreement ("**Agreement**") is made this _____ day of _____, 2007 (the "**Agreement Effective Date**"), by and between the City of Chandler, an Arizona municipal corporation, hereafter designated as "**City**", and Ethan Christopher AZ, LLC, an Arizona limited liability company, hereafter designated as "**Owner**".

RECITALS

- A. Owner holds title in fee simple to certain improved, commercial property located at or near the northeast corner of Arizona Avenue and Warner Road, which consists of land more particularly described in attached Exhibit "A" and the buildings and structures located on it, one of which is known as the former Kmart building Garden Center space (collectively, the "**Real Property**"). Owner intends to make certain improvements to the Real Property as described in the Scope of Work (hereinafter defined) (the "**Improvements**") in order to bring the Real Property in conformance with current City development standards.
- B. In furtherance of the goal set forth in the Chandler General Plan to provide for retail revitalization in developed areas of the municipality, the Chandler City Council adopted the Commercial Reinvestment Program as policy on November 7, 2002, and amended the policy on June 12, 2003 (the "**Program**"). The Program provides financial incentives for private reinvestment in older existing retail centers that are located within a designated area of the municipality and which exhibit vacancy rates greater than city-wide averages or which are at least fifteen (15) years old.
- C. Owner has applied to City and desires to enter into this Agreement in order to have a portion of the costs to be incurred by Owner for the Improvements reimbursed by City from funds available under the Program. City has determined that the Improvements will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the municipality and desires to enter into this Agreement with Owner in order to reimburse a portion of Owner's costs incurred for the Improvements.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, City and Owner agree as follows:

1. Construction of Improvements. Owner shall undertake and complete the Improvements as described in the scope of work set forth in attached Exhibit "B" (the "**Scope of Work**") in accordance with the following schedule: (a) Owner shall obtain all zoning, development plan, plat and other development approvals necessary for the Improvements and shall obtain all building permits needed for the Improvements no later than the 181st day following the Agreement Effective Date (City and Owner acknowledge that

Owner has previously submitted to City an application for building permits for the Improvements); (b) Owner shall complete the Improvements no later than the 271st day following the date that the requisite building permits for the Improvements are issued by City's Planning & Development Department; provided, however, that Owner shall use all reasonable efforts to substantially complete the Improvements by the 181st day following the date that the requisite building permits for the Improvements are issued by City's Planning & Development Department. The 6,000 square foot pad located on the Real Property is not a part of the Improvements and the commencement or completion of (or failure to commence or complete) improvements on the pad shall not affect the obligations of City and Owner under this Agreement. If the building permits are not obtained or the Improvements are not completed within the time periods set forth above (as same may be extended pursuant to Section 1.2), then City may provide a written notice of non-compliance to Owner and if the building permits are not obtained or the Improvements are not completed, as applicable, within thirty (30) days following Owner's receipt of said notice, then the City's obligations to reimburse Owner's expenses under this Agreement shall terminate and be of no further force or effect.

1.1. Time Extensions. City's Economic Development Director (the "**Director**"), in the Director's sole discretion, and upon a determination that Owner is acting in good faith, may extend for up to an additional 30 days the period by which Owner must obtain development approvals and building permits for the Improvements and may extend for up to an additional 30 days the period by which Owner must complete the Improvements.

1.2. Completion of Improvements. The Improvements shall be deemed completed when City's Planning & Development Department inspects the Improvements and confirms that the Improvements have been substantially completed in accordance with the building permits issued for the Improvements. If the Improvements, as described in the Scope of Work, are being constructed in more than a single phase, the Improvements shall be deemed completed for purposes of this Agreement when City's Planning & Development Department inspects the Improvements and confirms that all phases of the Improvements have been substantially completed in accordance with the building permits issued for the all phases of the Improvements.

2. Anchor Lease Requirements. Owner shall enter into a lease agreement with a high-quality anchor tenant to occupy at least 50,000 square feet of building space for a lease term of at least five years. The City Economic Development Director must notify Owner in writing that he/she considers in his/her reasonable discretion that the prospective tenant is a high-quality anchor tenant. A high-quality anchor tenant is expected to generate sales tax revenue in excess of the City's Commercial Reinvestment Program funding for all agreements with the

Owner within the five year lease term. The lease agreement shall have been fully executed, but may be made subject to said notification by the City Economic Development Director.

3. Reimbursement of Owner's Expenses. In consideration for Owner completing the Improvements and meeting the Anchor Lease Requirements, and provided that Owner satisfies all of the other terms and conditions set forth in this Agreement, City shall reimburse Owner up to the aggregate sum of a \$325,000.00 for certain categories of expenses actually incurred by Owner in completing the Improvements. Reimbursement for any expense category shall be limited to the maximum amounts listed below:

Facade Renovations	\$325,000.00
Landscape/Parking Lot Upgrades	0.00
Signage	0.00
Architectural/Engineering	0.00
Development Fees	0.00
Total Reimbursement	<u>\$325,000.00</u>

4. Encumbrance of Funds. Within five (5) days following the Agreement Effective Date, in order to assure that sufficient funds are available for City to make the reimbursement described in this Agreement, the Director shall cause an amount equal to the total aggregate sum available for reimbursement under this Agreement to be encumbered through the Accounting Division of City's Management Services Department until the 291st day following the date that the building permits are issued for the Improvements. If the Director extends the period stated in paragraph 1 above, the Director shall also arrange a corresponding extension of the encumbrance.

5. Claim for Reimbursement.

5.1. Claim Submittal. Within thirty (30) days following completion of the Improvements, Owner shall submit to the Director a written claim for reimbursement under this Agreement, together with copies of all paid bills, cancelled checks, contractor lien waivers and receipts showing the full cost of and full payment for all work on the Improvements.

5.2. Release of Payment. Upon receipt of Owner's written claim for reimbursement, the Director shall obtain verification from City's Planning & Development Department that the Improvements have been completed as required by this Agreement. Upon obtaining verification, the Director shall forward a request to City's Accounting Division to disburse a reimbursement check made payable to Owner in the amount agreed upon herein. Provided that the Improvements have been completed as required under this Agreement,

City's Accounting Division shall issue and deliver the reimbursement check to Owner within thirty (30) days following City's receipt of a written claim for reimbursement.

6. Review of Improvements. The Director or other representative of City's Economic Development Division may periodically review the progress of the contractor's work on the Improvements. Any such review is in addition to, and not in place of, any required inspection by City's Planning & Development Department. All work not in material conformance with the approved drawings and specifications and/or with the Scope of Work shall be immediately remedied by the Owner. Deficient or improper work shall be replaced and made to comply with the approved drawings, specifications and terms of this Agreement.
7. No Interference With Normal Approval Process. This Agreement is not intended to, and should not be construed as, interfering with or modifying in any way, or as constituting a waiver of or release from, the normal procedures and requirements of the City of Chandler for obtaining development approvals and/or building permits necessary for any redevelopment, revitalization or improvement to the Real Property. Owner must still meet all such requirements, meet any required development standards and any development fees, impact fees, plan review/permit fees, buy-ins, and other fees applicable to the Improvements in accordance with City's local codes or ordinances. However, to obtain the reimbursement provided for under this Agreement, Owner will be required to meet the Scope of Work even if they exceed the standards that would otherwise be required for the Improvements.
8. Failure to Complete Work. If Owner or Owner's contractor fails to complete the Improvements in material conformity with the Scope of Work and building permits and all terms of this Agreement, the Agreement shall terminate and the financial obligation on the part of City shall cease and become null and void in accordance with the terms of this Agreement.
9. Unrelated Improvements. Nothing herein is intended to limit, restrict or prohibit Owner from undertaking any other work in or about the Real Property which is unrelated to the Commercial Reinvestment Program or the Scope of Work provided for in this Agreement, including, without limitation, interior repairs or improvements and improvements to the 6,000 square foot pad located on the Real Property.
10. Other Grants & Awards. Nothing herein shall prohibit Owner from making application to City for other grants, awards or other benefits under other City programs or from applying for additional grants under this Program.
11. Binding Agreement; Not Running With the Land. The Agreement is binding upon City, Owner and their respective successors, heirs and assignees. However, this

Agreement is not one intended to run with the land.

12. Indemnification. Except for breaches or defaults by City under the terms of this Agreement, violations of law by City, Owner shall defend and hold harmless City, its elected officials, officers, agents and employees from and against all loss, damage, claims, suits, proceedings, costs and expenses (including but not limited to reasonable attorney's fees, costs and experts' fees), arising or resulting from, caused or occasioned by, or related to the Improvements, the Scope of Work or Owner's obligations, performance and actions taken or not taken or pursuant to this Agreement.
13. Attorney's Fees: In the event that either party institutes proceedings against the other for a violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall include in this judgment against such party all expenses, including but not limited to reasonable attorney's fees, court costs and witness fees, incurred by such party in connection therewith.
14. Remedies: Upon a breach of this Agreement, the non-breaching party, in any court of competent jurisdiction, by an action or proceeding in equity, may secure rescission of the Agreement, a declaratory judgment, specific performance of the covenants and agreements herein contained or damages in the amount of the reimbursement obligations set forth above in Section 2 of this Agreement or attorneys' fees obligations set forth above in Section 12 of this Agreement. These shall be the sole remedies available to the non-breaching party. Except as specifically permitted by the terms of this Agreement, monetary damage remedies are hereby expressly excluded. Before any performance failure shall be deemed to be a breach of this Agreement, the non-breaching party shall notify the breaching party in writing of the alleged failure and shall demand performance.
15. Notices: All notices, consents, approvals, and waivers required or permitted hereunder shall be given in writing and shall be effective upon personal delivery or direct facsimile transmission, or two (2) business days after being deposited with the U.S. Postal Service, registered or certified, return receipt requested, postage prepaid, or one (1) business day after being deposited with any commercial air courier or express service. All such items shall be addressed as follows or to such other address or addresses as the parties may from time to time specify in writing delivered as provided in this paragraph 15:

To Owner: Ethan Christopher AZ, LLC
Aric Browne 1430 W. Warner
Road, Suite 132 Gilbert, AZ
85233-7069
(480) 507-8200

To City: Richard K. Mulligan
Economic Development Director
215 E. Buffalo St.
P.O. Box 4008, Mail Stop 416
Chandler, AZ 85244-4008

16. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona. There are no understandings or agreements except as expressly stated herein.
17. Waiver. No waiver by either party of a breach of any terms or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same, or any other term or condition herein contained.
18. Severability: In the event that any phrase, clause, sentence, paragraph, section, article, or portion of this Agreement shall become illegal, null or void against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law, except if the remaining portions of the Agreement do not provide one or both of the parties with the essential consideration for entering into this Agreement.
19. Display of City Funding Promotional Material: Owner shall prominently display a sign or poster identifying the Real Property as receiving City funding. The sign or poster will be provided by City and shall be displayed in a location determined by Owner during the period running from the Agreement Effective Date until a date that is no less than ninety (90) days after final approval and reimbursement is made. Failure to display said sign or poster is a breach of this Agreement, and shall, at the option of the City, make this Agreement null and void if the City provides written notice of noncompliance to Owner and Owner does not display the required signage on the Real Property on or before the fifth (5th) business days following Owner's written receipt of the written notice from the City advising Owner that the signage is not displayed as required under this Agreement and that this Agreement will terminate if the required signage is not displayed on the Real Property within five days following Owner's receipt of the notice.
20. Exhibits: The exhibits referred to herein and attached hereto are incorporated herein by this reference.

County of Maricopa)

On _____, 2007, _____ personally appeared before me, who is personally known to me to be the signer of the above document and he/she acknowledged that he/she signed it.

Notary Public

My Commission Expires:

ETHAN CHRISTOPHER AZ, LLC, an Arizona limited liability company

By: _____

Its: _____

STATE OF ARIZONA)
) ss
County of Maricopa)

On _____, 2007, _____ personally appeared before me, who is personally known to me to be the signer of the above document and he/she acknowledged that he/she signed it.

Notary Public

My Commission Expires:

EXHIBIT "A"
Legal Description

EXHIBIT A

PARCEL NO. 1:

That part of the Southwest quarter of Section 15, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Southwest corner of said Section 15, being at the monument line intersection of Warner Road and Arizona Avenue;

thence North 89 degrees 40 minutes 23 seconds East along the South line of said Section 15 and monument line of said Warner Road, a distance of 1055.02 feet to a point on the East line of the West 1055.00 feet of said Section 15;

thence North, parallel with the West line of said Section 15, a distance of 55.00 feet to the North right-of-way line of said Warner Road, being the TRUE POINT OF BEGINNING;

thence South 89 degrees 40 minutes 23 seconds West along said North right-of-way line, a distance of 600.00 feet;

thence North 00 degrees 19 minutes 37 seconds West at right angles to said North right-of-way line, a distance of 221.75 feet;

thence South 89 degrees 40 minutes 23 seconds West parallel with said North right-of-way line, a distance of 332.05 feet;

thence North 00 degrees 19 minutes 37 seconds West, a distance of 183.75 feet;

thence North 89 degrees 40 minutes 23 seconds East, parallel with said North right-of-way line, a distance of 581.38 feet;

thence North 00 degrees 19 minutes 37 seconds West, a distance of 137.50 feet;

thence North 89 degrees 40 minutes 23 seconds East, parallel with said North right-of-way line, a distance of 353.77 feet to a point on the East line of the West 1055.00 feet of said Section 15;

thence South along said East line, a distance 543.01 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"
Scope of Work

THE SCOPE OF WORK INCORPORATES ALL OF THE PLANS AND SPECIFICATIONS SUBMITTED AS PART OF OWNER'S APPLICATION FOR BENEFITS UNDER THE COMMERCIAL REINVESTMENT PROGRAM AS APPROVED AND ACCEPTED BY CITY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- I. Facade Renovations: Owner shall renovate the facade and replace the 2,893 sq. ft. former garden center with 9,179 sq. ft. of small retail shops (Shops "B") as specified in the attached "Facade Improvements–Elevations" (see Attachment "A" to this Scope of Work) and in Zoning Case DVR05-0047.

Attachment "A"

