

SAMPLE PRESERVATION EASEMENT PRESERVATION OPTIONS

CHET HOLIFIELD FEDERAL BUILDING LAGUNA NIGUEL, ORANGE COUNTY, CA

As part of GSA's compliance with the National Historic Preservation Act (54 U.S.C. § 306108) and its implementing regulations (36 C.F.R. Part 800), GSA entered into a Memorandum of Agreement (MOA) with the California State Historic Preservation Office (CASHPO) and the Advisory Council for Historic Preservation (ACHP).

The executed MOA is available at [GSA.gov/LagunaRidge](https://www.gsa.gov/LagunaRidge). Bidders are encouraged to review this MOA to understand the requirements for the treatment of the historic property.

In accordance with the MOA, and as stated in the Invitation For Bids, Page 5, Paragraph 6, Purchaser Options For The Treatment Of Historic Property, the Purchaser must elect to address the historic significance of the Property by selecting one of the following three options:

- Option A: No Easement - Mitigation Fund, OR
- Option B: Full Preservation Easement, OR
- Option C: Partial Preservation Easement - Mitigation Fund.

If the event the Purchaser selects Option B: Full Preservation Easement or Option C: Partial Preservation Easement - Mitigation Fund, a Preservation Easement will be required to be executed between the Purchaser and an easement holding organization. The Government has provided a sample Preservation Easement below. The Government will not be a party to the Easement, however, at a minimum, the Easement should include the terms identified in the sample easement to ensure long-term preservation of the Property.

The Easement should include the following terms to ensure long-term preservation of the Historic Property:

- (i) specify the character-defining features ("Features") of the Property that qualify it for inclusion in the NRHP. Character defining features of the Property include:
 - Original building location.
 - Building massing and stepped ziggurat shape.
 - West and East Guard Stations.
 - Linear fenestration.
 - Pebble-textured pre-cast concrete cladding.
 - North driveway and rooftop parking areas.
 - Original main lobby on the fourth floor.
- (ii) state that the Purchaser, and all successors and assigns, agrees not to perform alterations to the Historic Property unless they are in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards") and approved, in writing, by the Easement-holding entity;
- (iii) state that the Purchaser, and all successors and assigns, agrees to not perform any alteration (e.g., removal of Features, addition of material that may affect Features, or new construction), or permit any inaction that would materially affect the Historic Property without prior written approval of the Easement-holding entity;
- (iv) state that the Purchaser, and all successors and assigns, agree at all times to maintain the Historic Property in good repair and in a clean and safe condition and in a manner that will not exacerbate the normal aging of the Historic Property nor accelerate its deterioration, all in accordance with the recommended approaches set forth in the Secretary's Standards;

- (v) state that the Purchaser, and all successors and assigns shall at a minimum and at its own cost and expense, take commercially reasonable actions to secure the Historic Property from the elements, vandalism and arson, and carefully undertake any stabilization that is necessary to prevent deterioration, in accordance with the recommended approaches set forth in the Secretary's Standards, as approved in writing by the Easement-holding entity;
- (vi) state that the Purchaser, and all successors and assigns, agree that at its expense it shall keep the Historic Property insured against casualty loss or damage and against liability for injury or damage to persons or property according to terms as may be reasonably required by the Easement-holding entity;
- (vii) state that the Purchaser, and all successors and assigns, agrees to grant representatives of the Easement-holding entity the right to inspect the Historic Property, from time to time, upon reasonable notice, to determine whether the Purchaser, and successors and assigns, is in compliance with the terms set forth in the Easement; and
- (viii) state that the Purchaser, and all successors and assigns, will provide reasonable public access to appropriate areas of the Historic Property, that does not unduly interfere with the use of the Historic Property by the Purchaser, and all successors and assigns, nor compromise the physical integrity of those characteristics of the Historic Property that qualify it for inclusion in the NRHP

EASEMENT HOLDING ORGANIZATIONS

If the Purchaser elects to pursue Option B: Full Preservation Easement or Option C: Partial Preservation Easement - Mitigation Fund, the Purchaser must notify GSA of its selection of an easement holder. **The Purchaser must select an easement holder that has an established track record in historic preservation, and which is well-positioned to responsibly exercise a long-term stewardship role in its easement holdings.**

The Government is aware of the following preservation entities that are qualified to hold a preservation easement:

National Trust for Historic Preservation
Claire Jones, Associate Director of Easement Programs
2600 Virginia Ave NW, Suite 1100
Washington, DC 20037
Office: (202) 588-6000/ (800) 944-6847
CJones@savingplaces.org
<https://savingplaces.org/>

Trust for Architectural Easements
Steven McClain, President
1906 R Street NW, Washington, DC 20009
Office: (202) 797-5290/ (888) 831-2107
smcclain@architecturaltrust.org
www.architecturaltrust.org

Each of these organizations may impose an easement stewardship fee and/or endowment contribution as consideration for being an easement holder for the Historic Property. The Purchaser shall be responsible for the direct payment of any such fees to the selected easement holder, in addition to the purchase price.

Should the Purchaser wish to choose their own easement holder, an easement holder must:

- (i) have as a primary part of its mission, if not exclusively, the preservation of historic places, or have a clear commitment to protect the preservation purposes;
- (ii) have the resources to monitor and enforce its easements
- (iii) be a tax-exempt 501 (c)(3) organization
- (iv) be willing to expressly restrict assignment of the easement to other qualified organizations which promise to carry out the preservation purposes, via a process set forth in the Easement; and
- (v) evidence to the Purchaser and GSA, in writing, that it is willing and able to enforce the Easement.

Sample Preservation Easement

Space Above this Line Reserved for Recorder's Use

DEED OF HISTORIC PRESERVATION EASEMENT
COUNTY OF ORANGE

CHET HOLIFIELD FEDERAL BUILDING
24000 AVILA ROAD
LAGUNA NIGUEL, CA 92677

THIS PRESERVATION EASEMENT DEED ("Easement") is made as of the _____ day of _____, by and between _____ ("Easement Grantor"), owner of a fee simple interest in that certain real property and improvements thereon known as the Chet Holifield Federal Building, located at 24000 Avila Road, City of Laguna Niguel, County of Orange, State of California, with Assessor's Parcel Numbers 634-031-01; 634-031-04; 634-031-03; and 634-361-01, more particularly described on Exhibit A - Legal Description of Property ("Property"), attached hereto and incorporated herein by reference, and the _____, ("Easement Grantee") a non-profit public benefit corporation, qualified under Section 501(c)(3) of the Internal Revenue Code, whose principal place of business is in _____ and whose address is _____. The definition of Easement Grantor and Easement Grantee shall include their respective successor-in-interest.

WHEREAS, Easement Grantee is a non-profit corporation authorized and qualified to accept charitable gifts of easements for the purpose of preserving buildings, structures and sites of historical, architectural or cultural significance. The Easement Grantee has an established commitment to historic preservation purposes which will be furthered by the preservation easement set forth in this Easement. The Easement Grantee has as its primary purpose the preservation, protection and enhancement of land improvements in their historical condition or use, and is a "qualified organization" as that term is defined under Section 170(h) of the Internal Revenue Code, as amended, and the regulations thereunder ("Code"); and

WHEREAS, the Property was listed in the National Register of Historic Places by the National Park Service on _____, and is a certified historic structure as described under Section 170(h) of the Code; and

WHEREAS, by a separate Quitclaim Deed, the Easement Grantor is acquiring the Property from the United States of America, contemporaneously with the execution of this Easement; and

WHEREAS, the Property is subject to an Easement as described in Exhibit B - Legal Description of Preservation Area ("Preservation Area"), attached hereto and incorporated herein.

WHEREAS, the grant of this Easement by Easement Grantor to Easement Grantee will assist in preserving and maintaining the Preservation Area and its architectural, historic, and cultural features for the benefit of the people of the City of Laguna Niguel, the County of Orange, the State of California and the United States of America;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Easement Grantor does hereby grant and convey unto the Easement Grantee an Easement in gross in perpetuity.

THE EASEMENT CONVEYANCE IS SUBJECT TO THE FOLLOWING:

Historic Preservation Covenant. Easement Grantor covenants and agrees for itself, its successors and assigns and every successor-in-interest to the Preservation Area, or any portion thereof, to be bound by the terms, conditions, and restrictions of this preservation covenant. Unless otherwise noted, this covenant utilizes the definitions in 36 CFR part 800 (2004), and particularly 36 CFR §800.16 (2004).

A. Historic Property Description. Easement Grantor covenants, acknowledges, and agrees to preserve the Preservation Area and setting in accordance with the terms and conditions of this covenant. The “Preservation Area” consists of that portion of the Property more particularly described in Exhibit B and depicted in Exhibit C - Map of Preservation Area, attached hereto and incorporated herein. In particular, the following facts are noted:

1. The Chet Holifield Federal Building (“Building”) is individually eligible for listing in the National Register of Historic Places (“NRHP”) at the state level of significance under Criterion C with a 1971 period of significance, the year of its construction, as an excellent example of a Modern/Brutalist ziggurat building designed by master architect William L. Pereira. The Building satisfies Criterion Consideration G due to the rarity of its architectural style and its association with Pereira. The seven-story, million-plus square foot building is notable not just for its massive scale, but also for its unusual design featuring a stepped ziggurat configuration with textured precast concrete cladding, dramatic angled details, and broad horizontal bands of dark glazing.
2. Character defining features (“Character Defining Features” or “CDF(s)”) of the Building include:
 - Original building location.
 - Building massing and stepped ziggurat shape.
 - West and east guard stations.
 - Linear fenestration and angled brackets.
 - Pebble-textured precast concrete cladding.
 - North driveway and rooftop parking areas
 - Original main lobby on the fourth floor.
3. The United States has provided a copy of reports, drawings and photographs (“Baseline Documentation”) to the Easement Grantor and Easement Grantee, which provides an accurate representation of the Property as of the effective date of this Easement. The Baseline Documentation shall include a narrative description and photographs documenting the Building’s CDFs listed in A.2. Easement Grantor shall provide complete

copies of the Baseline Documentation to all parties acquiring a subsequent interest in the Preservation Area.

B. Alterations. Easement Grantor hereby covenants and agrees to comply with the following terms and conditions regarding subsequent alterations to the Property.

1. Standards: Easement Grantor covenants and agrees to perform alterations to the Preservation Area in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards") and prevailing applicable codes including the California Historical Building Code ("CHBC"), found in part 8 of title 24 of the California Code of Regulations.
2. Historic Structure Report: Architectural Resources Group prepared a Historic Structure Report ("HSR"), dated February 27, 2019, which specifies what aspects of the Preservation Area are considered historic and fall under the authority of this covenant. The United States has provided a copy to the Easement Grantor.
3. Plan Review: Easement Grantor covenants and agrees to submit to the Easement Grantee, for review and approval, all plans and applications for alteration of the Preservation Area as required by Paragraphs B, C, D, E, G and H of this covenant. The Easement Grantee will review the plans for compliance with standards set forth in Paragraph B.1 of this Covenant. Easement Grantor shall not make changes or take any action subject to the approval of Easement Grantee unless expressly authorized in writing by an authorized representative of Easement Grantee. Easement Grantee agrees to respond to any request of Easement Grantor not later than forty-five (45) calendar days following receipt by Easement Grantee of Easement Grantor's request. Failure of Easement Grantee to respond to Easement Grantor within the forty-five (45) calendar day period shall not, however, be deemed to constitute approval of Easement Grantor's request.
4. Easement Grantee reserves the right to consult with governmental agencies, nonprofit preservation and conservation organizations, and/or other advisors deemed appropriate by the Easement Grantee, concerning the appropriateness of any activity proposed under this Easement.
5. If, within five (5) calendar days of receipt of any plan or application received from the Easement Grantor, the Easement Grantee determines it may benefit from additional technical assistance, the Easement Grantee may seek such assistance from the California State Historic Preservation Office ("SHPO") via electronic correspondence or in accordance with Paragraph J, copying the Easement Grantor on the correspondence. The SHPO may respond within fifteen (15) calendar days of receipt of the request for additional technical assistance. If the SHPO does not respond to the Easement Grantee within the allotted time frame, the Easement Grantee may proceed with its review.
6. Prohibition of Alterations to the Preservation Area: Easement Grantor covenants and agrees to not perform any alteration (*e.g.*, removal of CDFs, addition of material that may affect historic materials or new construction) or permit any inaction that would materially affect the Preservation Area without the prior written approval of Easement Grantee, in accordance with subparagraph B.3 hereof. Written approval of Easement Grantee must be obtained prior to installing any signage, undertaking any work affecting or impacting CDFs

that requires a permit or altering paint colors on CDFs. If Easement Grantee's prior approval is not obtained, such activities may not occur.

7. Initial Move-in: Within sixty (60) months from the date of conveyance and in accordance with Paragraph B.3, the Easement Grantor shall submit plans to the Easement Grantee for its initial project(s) to move into the Preservation Area.

C. Ground Disturbing Activities. Easement Grantor covenants and agrees not to perform any material disturbance of any ground surface located within the Property without first:

1. Having an archaeologist, qualified in accordance with paragraph D of this covenant, review all documentation and plans associated with the proposed activity prior to its commencement and be present during any activity that disturbs the ground surface.
2. Consulting with the Native American monitor prior to commencement of ground disturbing activities and be present during any activity that disturbs the ground surface.
3. Should any cultural resources be encountered during maintenance activities or any other use of the Property, the immediate area must be secured, the activity halted, the Native American monitor contacted, and consultation promptly initiated with a qualified archaeologist to identify and evaluate the discovery and devise and implement appropriate mitigation, if warranted, in accordance with paragraph H of this covenant.

D. Professional Qualifications Standards. Easement Grantor hereby covenants and agrees that all historical, archaeological, architectural history, architectural, and historic architectural work carried out pursuant to this covenant will be conducted by or under the direct supervision of an individual or individuals who meets, at a minimum, the applicable Secretary of the Interior's Professional Qualifications Standards for conducting the appropriate work (48 FR 44738-9, September 29, 1983), as such standards may be revised from time to time. The most recent guidance is available at http://www.nps.gov/history/local-law/arch_stnds_9.htm.

E. Maintenance Program. Easement Grantor hereby covenants and agrees that:

1. Easement Grantor must preserve and maintain the Preservation Area in a manner that preserves and maintains its attributes that contribute to the eligibility of the Building for inclusion in the NRHP. Easement Grantor agrees at all times to maintain the Preservation Area in good repair and in a clean and safe condition and in a manner that will not exacerbate the normal aging of the Preservation Area or accelerate its deterioration, all in accordance with the recommended approaches set forth in the Secretary's Standards and as described in the HSR.
2. Commencing on the effective date of this covenant, Easement Grantor must promptly take commercially reasonable actions to secure the Preservation Area from the elements, vandalism and arson, and must carefully undertake any stabilization that is necessary to prevent deterioration, using the Secretary's Standards and applicable NPS Preservation Briefs.
3. Easement Grantor covenants and agrees to make every effort to maintain reasonable public access to the Preservation Area, while providing appropriate security for the Preservation

Area. If major changes in the Preservation Area use become necessary, then Easement Grantor will consider those alternatives that continue to meet the public access and stewardship goals of this covenant, as well as invite and consider comments from Easement Grantee on those alternatives.

4. Easement Grantor must conduct seismic analyses of the Preservation Area, if necessary, prior to any ground disturbing activity that may affect the structural integrity of the Preservation Area, and as warranted thereafter. Easement Grantor must take into consideration the results of seismic analyses, so that the structural integrity of the Preservation Area is not adversely affected by such activities and must provide the results of seismic analyses to Easement Grantee prior to said activity.

F. Insurance.

1. Easement Grantor shall keep the Property insured by an insurance company rated "Secure" by A.M. Best's Insurance Rating Guide (or if such guide is no longer published, by any replacement rating guide for insurance companies selected by Easement Grantee, in which case Easement Grantee shall select a reasonably comparable rating standard) for the full replacement value (subject to deductibles and self-insured retentions not to exceed one percent (1%) of the schedule of values for the Building) against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage.
2. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property without cost or expense to Easement Grantor or contribution or coinsurance from Easement Grantor, except as permitted in Paragraph F.1. Such insurance shall include Easement Grantee's interest and name Easement Grantee as an additional insured.
3. Easement Grantor shall deliver to Easement Grantee a certificate of insurance annually or when coverage is renewed by Easement Grantor. If Easement Grantor fails to submit proof of insurance coverage annually or at the time of renewal, Easement Grantor must deliver proof of coverage, within ten (10) business days of Easement Grantee's written request for documentation of coverage.

G. Casualty Damage to the Preservation Area. Easement Grantor hereby covenants and agrees that:

1. Immediate rescue and salvage operations are not subject to this paragraph, but rather are subject to subparagraph H.4, below. Subject to subparagraph G.2, below, if there is damage to the Preservation Area resulting from casualty loss, Easement Grantor must repair or restore, as appropriate, the Preservation Area in compliance with the Secretary's Standards, unless it is not feasible to do so because of commercial or physical infeasibility, legal requirements or other circumstances. If it is not feasible because of commercial or physical infeasibility, legal requirements, or other circumstances to repair or restore the Preservation Area in compliance with the Secretary's Standards, Easement Grantor must consult with Easement Grantee on other redevelopment alternatives and modifications of the Preservation Area, which, in all cases, must adhere to the Secretary's Standards. All

cost and expense of the design and construction of any such redevelopment alternative or modifications will be borne solely by Easement Grantor.

2. In the event of damage to the Preservation Area, whether covered by subparagraph F.1, above, or by any other provision of this covenant, Easement Grantor must, in addition to all other obligations of this covenant, promptly take all steps necessary to render any undamaged portions or remains of the Preservation Area in a reasonably safe condition and promptly take all commercially reasonable efforts to render same in a secure and watertight condition and to minimize additional damage to the Preservation Area.

H. Discoveries, Unanticipated Adverse Effects, and Emergencies. Easement Grantor hereby covenants and agrees that:

1. In accordance with 14 C.C.R. § 15064.5(f), Easement Grantor will provide for the protection, evaluation and treatment of any additional historic property discovered prior to or during future construction on the Property. Should a discovery occur, Easement Grantor will notify the Easement Grantee and the SHPO within two (2) business days (not including a federal or state holiday) to develop and implement an appropriate treatment plan prior to resuming construction operations in the vicinity of the discovery.
2. All materials and records resulting from any future data recovery must be curated by an institution or organization selected by Easement Grantor in consultation with the Easement Grantee. Any reports generated must be prepared according to the U.S. Department of the Interior's Format Standards for Final Reports of Data Recovery Programs (42 FR 537-79) and must be provided to the SHPO.
3. If unanticipated adverse effects occur to the Preservation Area, Easement Grantor must notify Easement Grantee and the SHPO of the unanticipated adverse effect within two business days (not including a federal or state holiday) of learning of such unanticipated adverse effect, and for any efforts in response to these unanticipated adverse effects, Easement Grantor must comply with relevant paragraphs of this covenant.
4. Easement Grantor must ensure that any immediate rescue and salvage operations it undertakes on the Preservation Area are reviewed in accordance with Public Resources Code, Section 5028 of California Office of Historic Preservation, Department of Parks & Recreation, Technical Assistance Series 10, located at <http://ohp.parks.ca.gov/pages/1069/files/10%20comb.pdf>.

I. Evidence of Compliance. Upon request by Easement Grantor, but not more frequently than once every twelve (12) months, Easement Grantee shall promptly furnish Easement Grantor with a certification that, to Easement Grantee's actual knowledge, without independent investigation, Easement Grantor is in compliance with the obligations of this Easement, or that otherwise describes the status of this Easement to the extent of Easement Grantee's actual knowledge.

J. Inspection. Easement Grantor hereby covenants and agrees that Easement Grantee may, subject to reasonable prior notice in writing to Easement Grantor, periodically perform reasonable visits to the Preservation Area to ascertain whether Easement Grantor is complying

with the conditions of this covenant. Easement Grantee and Easement Grantor will cooperate in scheduling such visits.

K. Notice of Proposed Sale. Easement Grantor shall promptly notify Easement Grantee in writing of any proposed offer to sell the Property or of any listing of the Property for sale and provide the opportunity for Easement Grantee to explain the terms of the Easement to the real estate listing agent and potential new owners prior to sale closing.

L. Dispute Resolution. Easement Grantor hereby covenants and agrees that if a dispute arises out of or relates to this covenant, or the breach thereof, and the dispute cannot be settled through negotiation, Easement Grantor or any other party seeking to enforce the protections afforded by this covenant hereby agree first to attempt in good faith to settle the dispute by mediation, before resorting to litigation. Easement Grantor's responsibilities to carry out all other actions subject to the terms of this covenant that are not the subject of the dispute remain unchanged.

M. Communications. Easement Grantor hereby covenants and agrees that any notice or other communication required or permitted to be given under this covenant will be sufficiently given or delivered if provided in writing and transmitted by personal messenger, certified mail, return receipt requested, or overnight delivery service with receipt confirmation, and addressed as follows:

1. In the case of a notice or communication to the SHPO:

State of California
State Historic Preservation Officer
Office of Historic Preservation
1725 23rd Street, Suite 100
Sacramento, CA 95816

2. In the case of a notice or communication to Easement Grantee:

NAME _____
ADDRESS _____

3. In the case of a notice or communication to Native American Monitor:

Juaneño Band of Mission Indians – Acjachemen Nation (Belardes)
4955 Paseo Segovia
Irvine, CA 92603

or to such other address as any party from time to time may designate by written notice to the others.

O. AMENDMENT. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Easement Grantor and Easement Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Easement Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the State of California. Any such amendment shall be consistent with the protection of the preservation values of the Property and the purpose of this Easement; shall not affect its perpetual duration; and shall not adversely impact the Preservation Area. Any such amendment

shall be recorded in the land records of Los Angeles County, California. Nothing in this paragraph shall require Easement Grantor or Easement Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

- P. ASSIGNMENT.** Easement Grantee may convey, assign, or transfer this Easement to a unit of federal, state, or local government or to a similar, local, state, or national organization that is a “qualified organization” under Section 170(h) of the Code whose purpose, among other things, is to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment, or transfer requires that the purpose for which Easement was granted will continue to be carried out. Easement Grantee shall provide timely notice to Easement Grantor of any such action.

IN WITNESS WHEREOF, Easement Grantor and Easement Grantee have caused these presents to be executed as of the day and year first above written.

EASEMENT GRANTOR:

By:

Name:

Title:

EASEMENT GRANTEE:

By:

Name:

Title:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LAGUNA NIGUEL, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1 OF TRACT NO. 6674, IN THE CITY OF LAGUNA NIGUEL, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 253, PAGE 1 TO 10 INCLUSIVE, MISCELLANEOUS MAP, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE PORTION OF SAID LAND DESCRIBED IN RECORDED MAY 20, 1999 AS INSTRUMENT NO. 1999-0371874 OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE RANCHO NIGUEL IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA SHOWN AS PARCEL 1 ON MAP FILED IN BOOK 21 PAGE 41 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN(s): 634-031-01; 634-031-04; 634-031-03; 634-361-01

EXHIBIT B

LEGAL DESCRIPTION OF PRESERVATION AREA

[Purchaser is solely responsible for obtaining and providing a legal description]

EXHIBIT C

MAP OF PRESERVATION AREA

[Purchaser is solely responsible for obtaining and providing a record of survey map]