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Linn County Iowa
JOAN MCCALMANT RECORDER

BK 7690 PG 71-89

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IOWA DEPARTMENT OF JUSTICE, Lucas Building, Room 018, Des Moines, IA 50319
Return original to: Preparer at above-listed address.

**CONSERVATION EASEMENT AGREEMENT
FOR PRESERVATION OF THE UNITED STATES COURTHOUSE**

THIS CONSERVATION EASEMENT AGREEMENT (“Easement”) is made and entered into as of this 25th day of August, 2010, by and between the **CITY OF CEDAR RAPIDS, IOWA**, as Grantor of the conservation easement (the “**City**”), and the **HISTORICAL DIVISION OF THE IOWA DEPARTMENT OF CULTURAL AFFAIRS**, the Administrator of which is statutorily designated as the **Iowa State Historic Preservation Officer**, as Grantee of the conservation easement (“**SHPO**”). This Easement is entered into under Iowa Code Chapter 457A for the purpose of preserving the United States Courthouse, a building this is important culturally, historically and architecturally.

RECITALS

A. By Quitclaim Deed of even date herewith, the United States of America, acting by and through the Administrator of General Services and authorized representatives (“**GSA**”) has conveyed to the City a certain parcel of real property known as the United States Courthouse (formerly Post Office and Courthouse), 101 First Street, S.E., Cedar Rapids, IA 52401 (the “**Property**”) situated in the City of Cedar Rapids, Linn County, Iowa, subject to this Easement. The Property is more fully described in Exhibit A, attached hereto and made a part hereof.

B. As part of the consideration for the conveyance of the Property by GSA to the City, the City has agreed to execute and record this Easement, agreeing to preserve and maintain the Property as provided herein and, in connection with any redevelopment of the Property involving rehabilitation, restoration or reconstruction, in retaining and restoring the facade, including the exterior doors and windows, to its historic appearance; retaining and restoring the lobby and third floor corridor to their historic appearance; retaining and restoring the main courtroom and adjacent judge's chamber on the third floor to their historic appearance and restoring the murals in the courtroom; rehabilitating the basement and second floor corridors to their historic appearance; and rehabilitating the roof to its historic appearance, the City will

follow the methods described in The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, as the same may be amended or revised from time to time (the "**Secretary's Standards**"), which document is hereby incorporated herein by this reference.

C. The Administrator of the Historical Division of the Iowa Department of Cultural Affairs is designated expressly by Iowa Code § 303.2(2)(c) (2009) to serve as the state historic preservation officer. The Historical Division is authorized expressly by Iowa Code § 457A.1 (2009) to acquire conservation easements in land for purposes including conservation of cultural resources, which is defined in Iowa Code § 457A.2(2) (2009) to include historical resources. As defined in Iowa Code § 457A.2(1) (2009), a conservation easement granted pursuant to Iowa Code § 457A.1 (2009) is perpetual in duration unless expressly limited to a lesser term and is enforceable during its term notwithstanding Iowa statutes that limit other types of permanent restrictions on the use of real estate.

D. The SHPO is willing to acquire this Easement but does not have any appropriation for the cost of the required monitoring. To defray the cost of this monitoring, the City has agreed to pay, or cause to be paid, a one-time fee of Ten Thousand Dollars (\$10,000) to the SHPO to provide for permanent monitoring of the Easement. The Historical Division will place the monitoring fee in a dedicated account to assure its availability for the specified purpose.

E. The City, the SHPO and GSA agree that the grant of this perpetual Easement by the City to the SHPO will best assure the conservation and preservation of the Property for the benefit of the public.

GRANT

NOW, THEREFORE, in consideration of the conveyance of the Property by GSA to the City in accordance with the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, for itself, its successors and assigns, under authority of Iowa Code § 457A.1 (2009), hereby grants, bargains, sells, and conveys to the SHPO, and its statutorily authorized successors and assigns, a perpetual conservation easement, in the necessary portions of the Property and the improvements thereon, for the purpose of assuring the preservation, maintenance, rehabilitation, restoration, and reconstruction of the Conservation Easement Property (as hereinafter defined) in accordance with the following terms and conditions:

1. **INCORPORATION OF RECITALS.**

The foregoing Recitals to this Easement are hereby incorporated in and made a part of this Easement to the same extent as if herein set forth in full; provided, however, that said Recitals shall not be deemed to modify the express provisions hereinafter set forth.

2. **DESCRIPTION OF HISTORIC PROPERTY.**

(a) The Property is located within the boundaries of the May's Island Historic District in Cedar Rapids, Iowa, which was designated a national historic district in 1978. The building itself, however, is not a national landmark.

(b) As identified in the Historic Building Preservation Plan, dated January 1995, prepared by Shalom Baranes Associates, P.C. and Tracerics following an initial inspection of the Property on September 26-28, 1994 (the "**Plan**"), the terms and provisions of which are hereby incorporated herein by this reference, the building has been divided into four (4) zones for preservation planning purposes. The Plan contains a description of specific historic elements that contribute to the Property's historic significance and makes recommendations regarding which elements should be retained, maintained, restored, repaired, and/or rehabilitated. These elements are located in Zone Nos. 1A, 2A, 2B, 3A, and 3B. Zone Nos. 4A, 4B and 4C do not contribute to the Property's historic significance and are not covered by the terms and conditions of this Easement.

3. SPECIFICATIONS.

(a) The City agrees to follow the methods described in the Secretary's Standards in connection with any preservation, maintenance, rehabilitation, restoration, or reconstruction of the Conservation Easement Property, as defined in paragraph 4, below.

(b) For purposes of this Easement, if the City undertakes, or permits to be undertaken, any construction work that affects the Conservation Easement Property:

(i) Within Zone No. 1A, the facade must be retained and restored to its historic appearance; missing, altered or deteriorated elements should be repaired to match their original appearance; the exterior limestone walls should be repointed, as necessary, deteriorated sealants should be replaced and the facade should be cleaned using the gentlest means possible; the main exterior doors on the east and north facades should be cleaned, repaired and painted; the entrance door at the south vestibule should be restored; and the windows on the first, second and third floors should be restored to their original historic appearance;

(ii) Within Zone No. 2A, the lobby and third floor corridor in the building must be retained and restored to their historic appearance;

(iii) Within Zone No. 2B, the main courtroom and adjacent judge's chambers must be retained and restored to their historic appearance and the murals entitled "Opening of the Midwest" and "Law and Culture," painted in 1937 as part of the U.S. Treasury Relief Art Project, must be restored;

(iv) Within Zone No. 3A, the basement and second floor corridors must be retained and restored to their historic appearance; and

(v) Within Zone No. 3B, the roof must be rehabilitated to its historic appearance.

In addition, Stage III of the Plan identifies specific historic elements that should be maintained and repaired or replaced. The City agrees to preserve and maintain these historic elements as recommended by the Plan and in accordance with the recommended approaches set forth in the Secretary's Standards. Should the City repair or replace, or permit to be repaired or replaced, any of these historic elements, it shall do so as recommended by the Plan and in accordance with the recommended approaches set forth in the Secretary's Standards.

(c) No material changes shall be made to the exterior of the building or architecturally or historically significant interior features in Zone Nos. 1A, 2A, 2B, 3A, or 3B without the express written approval of the SHPO. Changes to space other than Zone Nos. 1A, 2A, 2B, 3A, or 3B will not require consultation with the SHPO, provided that such changes have no effect (as defined in 36 C.F.R. Part 800) on adjoining Zone Nos. 1A, 2A, 2B, 3A, or 3B.

4. CONSERVATION EASEMENT PROPERTY.

(a) The SHPO and the City agree that GSA, by Quitclaim Deed of even date herewith, has conveyed the Property to the City, subject to the SHPO's conservation easement set forth herein with respect to the preservation of the following:

(i) Within Zone No. 1A, the original Beaux Arts style limestone facade, including a classically-inspired entablature and balustraded parapet; fluted Ionic columns; hollow metal double doors topped by a transom with cast-iron grilles; decorative, cast-iron panels and spandrels; and ornamented doorways;

(ii) Within Zone No. 2A, the main entry vestibule on the east; the vestibules to the north and south; the lobby on the first floor; the elevator lobbies; the third floor corridor adjacent to the main courtroom; the exterior double doors with their metal frames, mesh glass, bronze rails and transoms with cast-iron grille work; glazed double doors that connect the main vestibule with the lobby; terrazzo flooring in the vestibule lobbies and corridors, including marble borders, where applicable; east wall molded, cast-iron wainscoting above which are molded panels with intermediate panel strips; remaining walls of the vestibule consisting of a molded cast-iron wainscoting with glazing above; coffered ceilings with decorative cornice and acanthus leaf molding; original radiator grilles; a crown of acroteria that wrap the entire main vestibule; elevator cabs with original cast-iron frames wrought with a diamond motif; kasota stone walls; dark woodwork and molded, coffered ceiling in the third floor corridor; wood baseboard and paneled wood wainscoting in the third floor corridor; three, paneled double doors, finished with oak stain and topped by a pediment, on the west wall of the third floor corridor and their original hardware, including hinges, closers, knobs, and kickplates; and single wood doors on the east wall that are surmounted by a pediment;

(iii) Within Zone No. 2B, the main courtroom on the third floor, including three double-entry doors on the east elevation that lead from the corridor to the courtroom through a paneled vestibule; interior doors framed by wood surrounds and topped by a heavy wood cornice with pediment; the raised judge and administrative platform on the southern end of the room; wall paneling behind the judge's platform; arched bay with intricate wood carvings framing the seal of the United States and a wood keystone along the south wall; a paneled, double-tiered jury box; boxed cornices decorating each window; wood paneling and projecting, metal radiator grilles along the southern wall; five (5) rows of witness and spectator benches;

low-wood divider separating the benches from the formal spaces of the courtroom; ornamental ceiling; original flooring; murals entitled "Opening of the Midwest" and "Law and Culture," painted in 1937 as part of the U.S. Treasury Relief Art Project and described in greater detail in subsection (vi), below; and the chief justice's chamber, conference room and library on the third floor, including the original decorative plaster cornice, picture rail, wainscoting and doors, and door surrounds;

(iv) Within Zone No. 3A, the basement and second floor corridors, including oak doors leading to courtrooms and offices; terrazzo floors with borders of marble; original ceiling; and elevator lobbies;

(v) Within Zone No. 3B, all levels of roofing, including the flat roof over the first story and mail-unloading dock and the hipped roof with deck over the third story; a low, brick parapet with limestone coping along the north, south and west perimeter sides of the roof; a balustraded parapet along the eastern perimeter side; original stone ventilating stack at the southeast section of the deck of the hipped roof; and the shed-roofed dormers that project from the hips, including their original copper roofing and sides;

(vi) Zone No. 2B contains "site specific" murals that were commissioned to enhance the architecture of the building at the time of its construction in 1937. The murals shall be considered as part of the historic fabric of the building and shall remain in their current locations. The murals are identified as follows:

| | |
|------------------------|--|
| Identification Number: | FA425-A |
| Subject /Year: | Opening of the Midwest/ 1937 |
| Type: | Tempera, Painting Interior |
| Size: | Runs on upper portion of two walls 77" x 48' and 77" x 60' height |

| | |
|------------------------|--|
| Identification Number: | FA425-B |
| Subject /Year: | Law and Culture/ 1937 |
| Type: | Tempera, Painting Interior |
| Size: | Runs on upper portion of two walls 77" x 48' and 77" x 60' height |

The City, or any tenant who leases the space where the murals are located, shall provide reasonable public access to the murals. The murals shall be accompanied by an interpretive plaque to be provided by GSA identifying the artist and intent, and noting that it was commissioned for the people of the United States by the federal government.

(b) The conservation easement granted by the City to the SHPO herein with respect to the preservation of the property described in paragraph 4(a)((i)-(vi)), above (collectively referred to herein as the "**Conservation Easement Property**"), is an easement in perpetuity for the purpose of preserving historically important elements of the Property and of ensuring development of the Property in accordance with the Plan and the Secretary's Standards.

5. MAINTENANCE OF CONSERVATION EASEMENT PROPERTY.

(a) The City, its successors and assigns, shall preserve and maintain the Property in a manner that preserves and maintains its attributes that contribute to the eligibility of the Property for inclusion in the National Register of Historic Places. The City agrees at all times to maintain the Property, including the Conservation Easement Property, in good repair and in a clean and safe condition and in a manner that will not exacerbate the normal aging of the Property or accelerate its deterioration, all in accordance with the recommended approaches set forth in the Secretary's Standards.

(b) Upon acquisition of the Property, the City, its successors and assigns, shall promptly take commercially reasonable actions to secure the Property from the elements, vandalism and arson, and shall undertake any stabilization that is necessary to prevent deterioration.

(c) The City, its successors and assigns, will make every effort to maintain reasonable public access to the Building, while providing appropriate security for building tenants. Should major changes in building use become necessary in the future, the City, its successors and assigns, will give first preference to economically viable uses that meet the public access and stewardship goals of this Easement, and invite the SHPO, the Advisory Council on Historic Preservation (the "**Advisory Council**") and the Cedar Rapids Historic Preservation Commission (the "**Commission**") to comment upon the use options.

(d) Except as otherwise contemplated by this Easement, the City agrees that, without the express written consent of the SHPO, the City will undertake no construction, alteration or remodeling of any of the improvements on the Property which, in the reasonable opinion of the SHPO, would adversely affect the Conservation Easement Property.

(e) Notwithstanding the foregoing, the City may, without the prior approval of the SHPO, replace, reconstruct, repair, repaint, or refinish existing parts or elements of the Conservation Easement Property, damage to which has resulted from casualty loss, deterioration or wear and tear, provided that:

(i) Such replacement, reconstruction, repair, repainting, or refinishing is performed in accordance with the Secretary's Standards; and

(ii) Such replacement, reconstruction, repair, repainting, or refinishing will comply with the requirements of all applicable federal, state and local government laws and regulations.

(f) The City, its successors and assigns, shall provide the SHPO with a written summary of actions taken to implement the provisions of this Easement within one (1) year after the date of the transfer of the Property. Subsequent to this time, the City, its successors and assigns, shall provide the SHPO with such other written documentation regarding the City's, its successors' and assigns', implementation of and compliance with the Easement as the SHPO reasonably requires.

6. DAMAGE OR DESTRUCTION.

(a) In the event of damage to less than substantially all of the Conservation Easement Property resulting from casualty loss such that repair or reconstruction of the Conservation Easement Property is commercially practicable, the City shall notify the SHPO promptly of the damage and shall repair, replace or replicate the damaged area, and such repair, replacement or replication shall be carried out in compliance with the terms of this Easement at the City's sole expense. No repairs, replacement or replication of any type, other than temporary emergency work to prevent further damage to the Property, including the Conservation Easement Property, and to protect public safety, shall be undertaken by the City without the prior written consent of the SHPO.

(b) In the event of damage to all or substantially all of the Conservation Easement Property resulting from casualty loss to an extent rendering repair or reconstruction of the Conservation Easement Property commercially impracticable, this Easement shall remain in full force and effect, and the design and plans for construction of a suitable replacement structure shall be subject to the prior written approval of the SHPO, it being expressly intended that any portion of the Conservation Easement Property that may be destroyed shall be replaced by the City at its sole expense to the extent it is commercially practicable to do so.

7. INSURANCE.

The City shall maintain at all times a casualty insurance policy covering loss to the Property, including the Conservation Easement Property. The City may satisfy this requirement by including the Property in its risk management program and treating the Property therein as all other similar City property is treated, including the use of self-insurance. In the event of a conveyance, transfer or assignment of its interest herein to a non-governmental entity, any successor non-governmental owner of the Property shall be prohibited from self-insuring and the City shall require such assignee, transferee or successor to maintain a casualty insurance policy covering all loss to the Property, including the Conservation Easement Property, and to provide evidence of such coverage to the City and the SHPO in a form and manner deemed acceptable to the City so long as the City is the owner of the Property, and thereafter in a form and manner acceptable to the SHPO.

8. INSPECTIONS.

The City agrees that representatives of the SHPO shall have the right at all reasonable times and from time to time, upon reasonable prior notice, to inspect the Conservation Easement Property to determine whether the City, its successors and assigns, is in compliance with the terms and conditions of this Easement. Inspection of the interior will not, in the absence of evidence of deterioration, take place more often than annually, at a time mutually agreed upon by the City and the SHPO. The City covenants to cooperate in determining a date and time for such inspections and to provide for such inspections in all leases with tenants.

9. VIOLATIONS.

(a) In the event of a violation of any provision of this Easement, the SHPO may provide written notice of such violation to the City, or its transferee, assignee or successor, as the

case may be, which notice shall specify in reasonable detail the nature of the alleged violation. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical or architectural importance of the Property, the SHPO shall allow the City thirty (30) days to correct the violation. If the City then, as applicable, either (i) fails to cure the violation in question within thirty (30) days from the date of such notice, if the violation in question is reasonably susceptible of being cured within thirty (30) days, or (ii) if the nature of the violation in question is such that it is not reasonably susceptible of being cured within thirty (30) days, the City fails to commence curative efforts within such thirty (30) day period and thereafter to pursue diligently such curative efforts for such longer period as may be reasonably necessary in the mutual agreement of the City and the SHPO to cure the violation in question, then the City shall be in default of this Easement and, subject to the provisions of paragraph 10, below, the SHPO may institute suit(s) to enjoin such violation by temporary or permanent injunction, and require restoration of the Conservation Easement Property to its required condition. If the violation in question is by any non-governmental transferee, assignee or successor-in-interest, the SHPO may seek injunctive relief ex parte. If the City and the SHPO are unable to agree on a mutually acceptable cure period pursuant to subclause (ii), above, within a reasonable period of time, then the dispute as to the duration of the cure period shall be resolved in accordance with the dispute resolution procedures as provided in paragraph 11, below. Instead of the institution of suit as described above, the SHPO and the City, its successors and assigns, may by mutual agreement in writing, choose to use the dispute resolution procedures described in paragraph 11, below, or other procedures mutually acceptable to them. In no event shall a dispute be used by the City to delay its curative efforts, but rather the City must continue its curative efforts during the pendency thereof.

(b) In the alternative, but in all cases subject to the provisions of paragraph 10, below, and only in cases where the violating party is a non-governmental transferee, assignee or successor-in-interest to the City, representatives of the SHPO may, after expiration of the applicable cure periods specified in subparagraph 9(a), above (and, if applicable, upon expiration of such additional cure periods as are provided for the benefit of Mortgagee (as hereinafter defined) pursuant to paragraph 10, below), enter upon the Property and correct any violation and hold the non-governmental violating party responsible for the cost thereof. In the event the non-governmental violating party does not pay such cost within ten (10) business days after delivery by the SHPO to the non-governmental violating party of an invoice with respect thereto, together with reasonable substantiation of the amounts invoiced, the SHPO shall have the right to place a lien against the Property to secure payment of such cost.

(c) The SHPO shall also have available all legal and equitable remedies to enforce the City's, its successors' and assigns', obligations hereunder in the event of an uncured violation, subject to the rights of a Mortgagee pursuant to paragraph 10, below. In the event that a non-governmental violating party is found to have violated any of its obligations, then the non-governmental violating party shall reimburse the SHPO for any costs and expenses incurred in connection therewith, including court costs and attorneys' fees.

(d) The failure of the SHPO to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later date.

(e) Notwithstanding the foregoing, however, in no event shall the City or its successors and assigns or any of their respective partners, officers, directors, agents, or trustees

have any personal liability hereunder, all such liability being limited to the interest of such parties in the Property.

10. MORTGAGEE PROTECTIVE PROVISIONS.

(a) For purposes of this paragraph 10, the term “**Mortgagee**” means the holder of any deed of trust, mortgage or similar security instrument granted by the City to create a lien or security interest against the Property, or any portion thereof, or any improvements thereon, or any interest in any of the foregoing. In a proper case the term “Mortgagee” shall also be construed broadly to include any person or entity holding a direct or indirect interest in any of the foregoing primarily for security purposes pursuant to any other legal structure that is the functional equivalent of a financing transaction, including, without limitation, the lessor in a synthetic lease transaction, the trustee or agent for bond holders in a bond transaction or the secured party of a pledge of partnership or other equity interests in the City or any successor or assign. In no event, however, shall the term “Mortgagee” include any affiliate of the then owner of the Property. The term “**Mortgagee**” shall mean, collectively, the instrument(s) pursuant to which a Mortgagee holds its lien(s) or security interest in the Property (or portion thereof of interest therein, as applicable).

(b) At any time after execution of a Mortgage, Mortgagee may notify the SHPO, in writing, that such Mortgage has been given, and furnish the SHPO with the address to which it desires copies of notices to be mailed (or designate some person or corporation as its agent and representative for the purpose of receiving copies of notices), in which case, provided that the SHPO shall have received notice of such Mortgage, the SHPO hereby agrees that it will thereafter mail to such Mortgagee or agent thereof, at the address so given, duplicate copies, in writing, of any and all notices and invoices that the SHPO may from time to time give or serve upon the City under and pursuant to the terms and provisions of this Easement. So long as Mortgagee complies with this subparagraph 10(b), no notice or invoice to the SHPO shall be effective unless duplicate copies thereof are mailed to such Mortgagee at the same time the notice or invoice is given or served upon the SHPO. If there is a Mortgagee entitled to such notice rights, then the SHPO shall not be entitled to file a lien on the Property or take any other remedial action with respect to any violations by the City of its obligations hereunder unless such violation remains uncured after expiration of the additional curative periods available to a Mortgagee hereunder.

(c) Any such Mortgagee, at its option, at any time either (i) during the cure period provided in paragraph 9, above, or (ii) within sixty (60) additional days after the cure period provided in paragraph 9, above, has expired, may make any repairs and improvements, or may do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Easement; and all things so done and performed by any such Mortgagee shall be effective to cure a violation by the City hereunder as the same would have been if timely done and performed by the City instead of by any Mortgagee. If such violation cannot reasonably be remedied within a sixty (60) day period, then such cure period for the benefit of Mortgagee shall be extended for such longer period as is reasonably required by Mortgagee in the mutual agreement of the SHPO and such Mortgagee to fulfill or perform such obligations, provided Mortgagee commences to fulfill such obligations or remedy such violation

within such initial sixty (60) day period and thereafter diligently prosecutes same to completion. If Mortgagee and the SHPO are unable to agree on a mutually acceptable cure period within a reasonable period of time, then the dispute as to the duration of the cure period shall be resolved in accordance with the dispute resolution procedures as provided in paragraph 11, below. In no event shall a dispute be used by Mortgagee to delay its curative efforts, but rather Mortgagee must continue its curative efforts during the pendency thereof to continue to be entitled to the benefit of the extended cure periods provided in this paragraph 10. Without limitation, if the violation in question is one that cannot be reasonably cured by Mortgagee prior to Mortgagee taking possession of the Property, then the foregoing cure period shall be extended for such period as may be necessary for Mortgagee to obtain such possession (including, without limitation, for such period as possessory or foreclosure actions by Mortgagee are stayed by bankruptcy or similar proceedings) so long as Mortgagee is diligently attempting to obtain possession and is performing such obligations of the City hereunder as can be reasonably performed by Mortgagee in the absence of possession of the Property.

(d) Neither a Mortgagee nor any purchaser at foreclosure or person or entity acquiring the Property or a portion thereof or interest therein by conveyance in lieu of foreclosure shall be or become personally liable to the SHPO, and no assumption of personal liability shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by such Mortgage or from a conveyance pursuant to which the purchaser at foreclosure or other grantee shall acquire the rights and interest of the City in the Property.

(e) The SHPO agrees to modify this Easement from time to time for the purpose of incorporating herein such additional Mortgagee protective provisions as may be reasonably required by any Mortgagee, so long as such modifications are not materially inconsistent with any of the terms and conditions of this Easement and do not adversely affect the realization by the SHPO of the benefits intended by this Easement in any material respects.

(f) No amendment to this Easement shall be effective as to, or binding upon, any Mortgagee unless consented to in writing by such Mortgagee.

11. DISPUTES.

If a dispute arises out of or relates to this Easement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to attempt in good faith to settle the dispute by mediation, before resorting to litigation.

12. RECORDING.

The City shall promptly record this Easement in the Office of the Recorder of Deeds of Linn County, Iowa, and the cost of recording shall be paid by the City. The City or the SHPO may re-record this Easement at any time as may be required to preserve the rights granted in this Easement, and the cost of any such re-recording shall be paid by the party filing the document.

13. SUCCESSORS AND ASSIGNS.

All of the terms and conditions of this Easement shall apply to and be binding upon, and inure to the benefit of, the respective heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns of the SHPO and of the City and of all persons claiming by, under, or through them. The City covenants for itself, its successors and assigns and every successor-in-interest to the Property, or any other lesser estate in the Property or any part thereof, that the Property shall be subject to the grants, provisions, conditions, terms, restrictions, limitations, and easements set forth herein, which shall run with the land, and that the City, its successors and assigns, each covenant and agree that, in the event the Property, or any other lesser estate in the Property or any part thereof, is sold or otherwise disposed of, these grants, provisions, conditions, terms, restrictions, limitations, and easements shall be inserted in the instruments of conveyance verbatim or by express reference.

14. EASEMENTS RUNNING WITH THE LAND.

All grants, provisions, conditions, terms, restrictions, limitations, and easements contained in this Easement shall run with the Property. These grants, provisions, conditions, terms, restrictions, limitations, and easements shall be binding on the City, its successors and assigns, in perpetuity. Notwithstanding any provision of Iowa Code § 457A.2 (2009) to the contrary, this Easement may not be released or terminated without the express written consent of GSA, which consent may be granted or withheld in GSA's sole discretion.

15. AUTHORITY OF THE PARTIES.

Each party hereto warrants and represents to the other party to this Easement that:

(a) If a corporation, or a limited liability company, it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was organized, has the power and authority to enter into and perform its obligations under this Easement, and is qualified to do business in the State of Iowa.

(b) If a limited partnership, it is duly organized and validly existing under the laws of the jurisdiction in which it is chartered, and qualified to do business in the State of Iowa, and has the power and authority to enter into and perform its obligations under this Easement.

(c) The execution, delivery and performance of this Easement, and any instruments required hereby, are within the powers of each party, have been duly authorized by all requisite actions, have received all necessary governmental approvals, and will not violate any provisions of law, any order of any court or other agency of government, or the articles of incorporation or bylaws of any party that is a corporation, or the limited partnership agreement of any party that is a limited partnership, or the certificate of formation or limited liability company agreement of any party that is a limited liability company, and that this Easement and any instruments required hereby when executed and delivered will constitute the legal, valid and binding obligations of such party.

16. PRIORITY OF EASEMENTS; JOINDER OF TRUSTEES.

The acceptance of the delivery of a Deed conveying title to the Property shall constitute conclusive evidence of the agreement of the City, its successors and assigns, to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth. The parties hereto covenant and agree that the easements established and granted hereunder and all other terms and conditions of this Easement shall be superior to any and all liens, encumbrances, Mortgages, or other agreements affecting title to the Property and the Conservation Easement Property, including, but not limited to, all Mortgages and deeds of trust against the Property and the Conservation Easement Property, or any portions thereof.

17. AMENDMENTS, WAIVERS AND CONSENTS.

The parties may by mutual written agreement jointly amend this Easement, provided the amendment shall be consistent with the preservation purpose of this Easement and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed in the same manner as this Easement, refers expressly to this Easement and is filed with the Linn County Recorder. Waivers and consents respecting this Easement shall only be binding if in writing and signed by the party against whom any such waiver or consent is sought to be enforced. The failure of the SHPO to exercise any right or remedy granted under this Easement shall not have the effect of waiving or limiting the exercise by the SHPO of any other right or remedy or the invocation of such right or remedy at any other time.

18. NOTICES.

Any notice, demand, request, consent, approval, or communication that, under the terms of this Easement or under any statute, must or may be given or made by the parties hereto, must be in writing, and must be given or made by hand delivery or by mailing the same by registered or certified mail, return receipt requested, to GSA addressed to:

U.S. General Services Administration
Heartland Region
1500 East Bannister Road
Kansas City, MO 64131
Attn.: Regional Historic Preservation Officer

with a copy to:

U.S. General Services Administration
Heartland Region
Office of Regional Counsel (6L)
1500 East Bannister Road
Kansas City, MO 64131
Attn.: Regional Counsel

to the City at:

Mayor's Office
City of Cedar Rapids

50 2nd Avenue Bridge
Cedar Rapids, IA 52401

to the SHPO at:

Iowa State Historic Society
State Historic Preservation Office
600 East Locust Avenue
Des Moines, Iowa 50319-0290
Attn: Section 106 Review & Compliance Coordinator
R & C No. 011157049

to the Commission at:

Cedar Rapids Historic Preservations Commission
c/o City of Cedar Rapids Department of Community Development
6th Floor City Hall
Cedar Rapids, IA 52401

Any notice given hereunder by hand delivery shall be deemed sufficiently served or given for all purposes hereunder on the date of delivery, and any notice given hereunder by registered or certified mail shall be deemed sufficiently served or given for all purposes hereunder three (3) days after deposit in the United States mail addressed to the party to be notified at the address or addresses as set forth above or at any other addresses as any party may specify to the others by like notice.

19. SEVERABILITY OF PROVISIONS.

In the event any one or more of the provisions contained in this Easement shall for any reason be held to be inapplicable, invalid, illegal, or unenforceable in any respect, such inapplicability, invalidity, illegality, or unenforceability shall not affect any other provision of this Easement, but this Easement shall be construed as if such inapplicable, invalid, illegal, or unenforceable provision had never been contained herein.

20. CAPTIONS AND HEADINGS.

The captions and headings contained in this Easement are included herein for convenience of reference only and shall not be considered a part hereof and are not intended in any way to limit or enlarge the terms hereof nor shall they affect the meaning or interpretation of this Easement.

21. RELATIONSHIP OF THE PARTIES.

Nothing contained in this Easement shall be construed in any manner to create any relationship between the parties hereto other than the relationship of parties in interest, and the parties hereto shall not be considered partners or co-venturers for any purpose whatsoever.

22. CERTIFICATES BY THE SHPO.

The SHPO agrees at any time and from time to time upon not less than ten (10) days prior written notice by the City, to execute, acknowledge and deliver to the City a statement in writing certifying that this Easement is unmodified and is in full force and effect (or if there have been modifications, which modifications shall be stated, that this Easement, as modified, is in full force and effect), and stating whether or not to the best knowledge of the signer of such certificate the City is in default in performance of any covenant, agreement or condition contained in this Easement, and, if so, specifying each such default of which the signer may have knowledge.

23. GOVERNING LAW.

The parties hereto agree that all matters of construction and interpretation with regard to this Easement shall be governed by the laws of the State of Iowa.

24. COUNTERPARTS.

The parties hereto agree that this Easement may be executed in one or more identical counterparts each of which shall be deemed to be an original thereof and shall be enforceable against each of the parties hereto.

25. PAYMENT OF MONITORING FEE.

Within twenty (20) days of execution of this Easement, the City shall pay, or cause to be paid, a one-time fee of Ten Thousand Dollars (\$10,000) to the SHPO to provide for permanent monitoring of the Easement.

26. ENTIRE AGREEMENT.

This Easement contains or refers to all the promises, agreements, conditions, inducements, and understandings between the City and the SHPO relative to the grant of the easements and other rights from the City to the SHPO referred to herein and there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, expressed or implied, relating thereto between them other than as herein set forth or expressly referred to herein.

27. EFFECTIVE DATE.

This Easement shall become effective upon its execution by all of the parties to this Easement.

28. NON-MERGER.

If at any time during the existence of this Easement the fee title to the Property and the easements and other rights thereto granted hereunder by the City to the SHPO shall be owned by, or conferred upon, the same party, there shall be no merger of such interests on account thereof and this Easement shall continue in full force and effect without modification or abatement.

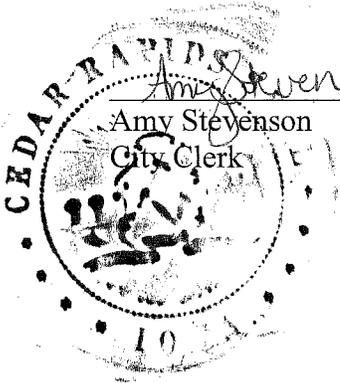
29. AUTHORSHIP.

The parties acknowledge that in construing this Agreement no inference premised upon the origin or source of any language used herein shall be drawn.

REST OF PAGE DELIBERATELY LEFT BLANK

IN WITNESS WHEREOF, the CITY OF CEDAR RAPIDS, IOWA and the HISTORICAL DIVISION OF THE IOWA DEPARTMENT OF CULTURAL AFFAIRS have executed this Conservation Easement Agreement on the day and year below written.

ATTEST:



Amy Stevenson

Amy Stevenson
City Clerk

GRANTOR

CITY OF CEDAR RAPIDS, IOWA

By: *Ron Corbett*

Ron Corbett
Mayor
City of Cedar Rapids, Iowa

Date: 8-25-2010

GRANTEE

HISTORICAL DIVISION OF THE IOWA
DEPARTMENT OF CULTURAL AFFAIRS

By: *Barbara A. Mitchell*

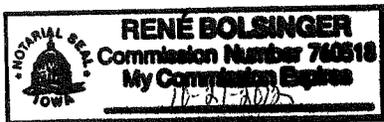
Barbara A. Mitchell, Architectural Historian
Deputy State Historic Preservation Officer

Date: August 25, 2010

STATE OF IOWA)
)
COUNTY OF LINN)

On this 25th day of August, 2010, before me the undersigned, a Notary Public for said State of Iowa, personally appeared Ron Corbett and Amy Stevenson, to me personally known, who stated that they are, respectively, the Mayor and City Clerk of the City of Cedar Rapids, Iowa, that the foregoing instrument was signed on behalf of said City by authority of its City Council pursuant to a Resolution adopted by majority vote at its meeting on the 24th day of August, 2010, and they acknowledged execution of the foregoing Conservation Easement Agreement as their voluntary act and as the voluntary act and deed of the CITY OF CEDAR RAPIDS, IOWA.

GIVEN under my hand and seal this 25th day of August, 2010.



René Bolsinger
NOTARY PUBLIC

My commission expires:

10-21-2012

STATE OF IOWA, POLK COUNTY: This instrument was acknowledged before me on the 25 day of Aug, 2010, by Barbara A. Mitchell, as Deputy State Historic Preservation Officer of the Historical Division of the Iowa Department of Cultural Affairs.

[Signature]
NOTARY PUBLIC

My commission expires:

9-8-2012



EXHIBIT A

Legal Description of the Property

All that part of Commercial Block, Cedar Rapids, Linn County, Iowa, described as follows:

Beginning at the Northeasterly corner of said Commercial Block, on the Southerly line of First Avenue East, thence South $51^{\circ} 12' 31''$ West (assumed bearing for this description) 159.90 feet along the said Southerly line to a point of intersection with the Northeasterly edge of the coping of the existing river wall; thence South $41^{\circ} 18' 12''$ East 300.83 feet along the Northeasterly edge of the said coping to a point of intersection with the Northerly line of Second Avenue East; thence North $51^{\circ} 11' 31''$ East 146.72 feet along the said Northerly line to a point of intersection with the Westerly line of First Street Southeast; thence North $38^{\circ} 47' 29''$ West 300.50 feet along the said Westerly line to the point of beginning. This description contains 46,073 square feet, more or less, and is subject to any easements and restrictions of record.

STATE OF IOWA)
)
COUNTY OF LINN)

I, Amy Stevenson, City Clerk of the City of Cedar Rapids, Iowa, County and State aforesaid, do hereby certify that the foregoing are true and authentic documents of the City of Cedar Rapids:

Original Conservation Easement Agreement for Preservation of the United States Courthouse submitted by Barbara A. Mitchell on behalf of the Historical Division of the Iowa Department of Cultural Affairs (with attached Exhibit A)

as full and complete as the same is of record and on file in my office.

WITNESS my hand and the Seal of said City this 26th day of August, 2010.



_____ Amy Stevenson _____ City Clerk

By Alissa Kaiser _____ Deputy
Alissa Kaiser