PROGRAMMATIC AGREEMENT

BY AND BETWEEN

U.S. DEPARTMENT OF VETERANS AFFAIRS

AND

SENIORS FOUNDATION VA VISION, LLC, DEVELOPER OF THE VETERANS AFFAIRS MEDICAL CENTER, LINCOLN, NEBRASKA

AND

NEBRASKA STATE HISTORIC PRESERVATION OFFICE, A DIVISION OF THE NEBRASKA STATE HISTORICAL SOCIETY

AND

ADVISORY COUNCIL ON HISTORIC PRESERVATION

REGARDING

VICTORY PARK VETERANS AFFAIRS CAMPUS
LINCOLN, NEBRASKA

AUGUST 2015

PROGRAMMATIC AGREEMENT
FOR
VICTORY PARK AT VETERANS AFFAIRS MEDICAL CENTER
LINCOLN, NEBRASKA

THIS PROGRAMMATIC AGREEMENT (hereinafter the "Agreement") is made and entered into as of this _____ day of _____, 2015, by and between the U.S. Department of Veterans Affairs (hereinafter "Department" or "VA"), Victory Park at Veterans Affairs Medical Center, Lincoln, Nebraska by Seniors Foundation VA Vision LLC (hereinafter "Developer"), the Nebraska State Historic Preservation Office, a division of the Nebraska State Historical Society (hereinafter "SHPO"), and the Advisory Council on Historic Preservation (hereinafter "ACHP") (all to be referred to hereinafter as the "Parties").

RECITALS

WHEREAS, the Department is the owner of that certain land as described and depicted in Exhibit A attached hereto, such property being approximately 59 acres located at the Department of Veterans Affairs Medical Center, Lincoln, Nebraska ("Property") as described in Exhibit A; and

WHEREAS, the Department owned and operated the property beginning in 1929 as the Veterans Affairs Medical Center, dedicated to medical care and other services to our nation's veterans; and

WHEREAS, a National Register of Historic Places Registration Form was completed for the Property and the Property was formally listed on the Register on September 10, 2012. Said National Register of Historic Places Registration Form is incorporated herein by this reference; and

WHEREAS, during the last several decades, the number and range of VA activities on the property began to decline as VA facilities aged and VA health care policy transitioned to a greater focus on outpatient care; and

WHEREAS, on November 10, 2010, VA issued a Request for Proposals ("RFP") entitled: REQUEST FOR PROPOSALS NO. VA-101-10-RP-0053 VA Medical Center, Lincoln, Nebraska, seeking private-sector developer interest in the long-term lease, financing,

construction, management and operation of a mixed-use development on the Property pursuant to VA's Enhanced-Use Lease authority, 38 U.S.C. § 8161 et. seq.; and

WHEREAS, following its issuance of the RFP, VA competitively-selected Seniors Foundation VA Vision LLC "Developer" to be the developer of the Property pursuant to an Enhanced-Use Lease ("Lease"); and

WHEREAS, the parties entered in to an ENHANCED – USE LEASE of Certain Real Property and Facilities at the VA Nebraska – Western Iowa Health Care System (Lincoln Community-Based Outpatient Clinic) Campus in Lincoln, Nebraska on December 30, 2011 ("Original Lease"); and

WHEREAS, VA and Developer expect to enter into an amendment to the Original Lease, titled Amendment #1 To The Enhanced _ Use Lease of Certain Real Property and Facilities at the Lincoln, Nebraska Veterans Affairs Medical Center, in Lincoln, Nebraska ("First Amendment"). The Original Lease and First Amendment are hereinafter referred to as "Lease". The Lease will incorporate the terms of this Agreement by including it as an exhibit to the Lease; and

WHEREAS, pursuant to 36 C.F.R. § 800.5(a)(2)(vii), the Lease of the Property constituted an "undertaking" subject to the requirements of the National Historic Preservation Act of 1966, as amended, (54 U.S.C. § 300101 et seq.) ("NHPA") and it's implementing regulations, "Protection of Historic Properties" ("36 C.F.R. Part 800"); and

WHEREAS, the VA, in consultation with SHPO, defined the Area of Potential Effect as the Veterans Affairs Medical Center Campus upon which the Property is situated as shown in Exhibit A; and

WHEREAS, the VA, in consultation with the SHPO, determined that the Project may cause adverse effects on the historic Property and that such effects could best be addressed through the development of this Programmatic Agreement ("Agreement") pursuant to 36 C.F.R. § 800.14(b); and

WHEREAS, the VA notified ACHP of the adverse effect determination and its intention to develop this Agreement pursuant to 36 C.F.R. § 800.6(a)(1)(i)(C) and ACHP elected to participate in the consultation; and

WHEREAS, the Developer participated in the consultation, has been assigned responsibilities under this Agreement and pursuant to 36 C.F.R. § 800.6(c)(2) has been invited to be a signatory to this Agreement; and

WHEREAS, VA has identified and invited the following parties to comment and consult on the undertaking as part of the Section 106 process: Advisory Council on Historic Preservation; Nebraska State Historical Society; Santee Sioux Tribe; Winnebago Tribe; Omaha Tribe of Nebraska; Ponca Tribe of Nebraska; Preservation Association of Lincoln; City of

Lincoln City; The Otoe-Missouri Tribe of OK; Pawnee Nation of OK, National trust for Historic Preservation, the Preservation Association of Lincoln (PAL) and the City of Lincoln, Nebraska; and

WHEREAS, VA conducted the following meetings to solicit input and advise from the general public and interested stakeholders: a public hearing was held on November 14, 2007; an industry forum for potential developers was held on the morning of April 28, 2010 and a public town hall meeting was held on the afternoon of April 28, 2010; and

WHEREAS, Preservation Association of Lincoln (PAL) and the City of Lincoln, as consulting parties (individually and collectively referred to as "Additional Consulting Parties"), have elected to participated in the consultation and have been invited to participate in the preparation of this Agreement; and

WHEREAS, VA, Developer, SHPO and ACHP agree that by executing this Agreement, Developer will abide by its terms; and

NOW, THEREFORE, the Parties agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties:

DEFINITIONS:

Business Day: means a Federal workday, Monday through Friday, excluding Federal holidays designated annually by the President through the U.S. Office of Personnel Management.

Effective Date of This Agreement: means the date this Agreement is executed by all of the Parties, and if executed on different dates, the date the later Party so executes.

Lease: means the ENHANCED – USE LEASE of Certain Real Property and Facilities at the VA Nebraska – Western Iowa Health Care System (Lincoln Community- Based Outpatient Clinic) Campus in Lincoln, Nebraska on December 30, 2011 ("Original Lease"), pursuant to 38 U.S.C. §§ 8161 et. seq. executed by VA and Developer and expected to be amended in the future by the Amendment #1 To The Enhanced _ Use Lease of Certain Real Property and Facilities at the Lincoln, Nebraska Veterans Affairs Medical Center, in Lincoln, Nebraska ("First Amendment"), as described in the eighth "Whereas."

Old Hospital Building: means the existing building located at 600 S. 70th Street, Lincoln, Nebraska (Building 1, 2, 3, 4, 40, and 45 as shown on Exhibit A) and housing the VA Community Based Outpatient Clinic on the Property.

Parties: means all of the parties to this Agreement: the U.S. Department of Veterans Affairs ("Department" or "VA"), Department of Veterans Affairs Medical Center, Lincoln, Seniors Foundation VA Vision LLC ("Developer"), the Nebraska State Historic Preservation Office, a

division of the Nebraska State Historical Society ("SHPO"), and the Advisory Council on Historic Preservation ("ACHP") as described in the Preamble to this Agreement.

Project: means the construction or renovation of a particular improvement, or group of related improvements, on the Property as described in detailed design plans and specifications provided to the Parties by Developer pursuant to Stipulation 3 and Exhibit B of this Agreement.

Qualified Archaeologist: means a person who meets the Secretary of Interior's Professional Qualification Standards (36 C.F.R. Part 61).

Qualified Architect: means a person who meets the Secretary of Interior's Professional Qualification Standards (36 C.F.R. Part 61).

Turnover Date: means the date the VA occupies a new VA Clinic and vacates the Old Hospital Building and Building 5.

STIPULATIONS:

The Parties shall ensure that the following measures are carried out:

1. **Conditions of Lease:**

   On the Effective Date of First Amendment to the Lease, Developer and VA shall assume responsibility for developing and maintaining the Property in accordance with this Agreement and the Lease.

2. **Development of the Property:**

   a. Developer shall develop the Property in accordance with the site development Master Plan ("Master Plan") as shown in Exhibit B, dated July, 7, 2015, the Existing Building Retention/Demolition Schedule ("Building Schedule") contained in Exhibit C, dated July 7, 2015 and Campus Grading and Landscape Plan as shown in Exhibit D. All Parties to this Agreement concur that, at a minimum, the current Master Plan, Building Schedule and Campus Grading and Landscape Plan indicate the following:

      i. Historic buildings to be retained;

      ii. Buildings to be demolished;

      iii. The Parties acknowledge and agree that the purpose of this Agreement is to ensure that development activities by Developer on the Property pursuant to the Lease preserve and protect the Property, including the historic landscape. Developer will therefore retain and preserve the existing planted mature trees and shrubs throughout the Property as practicable and as shown on the Campus Grading and Landscape Plan attached hereto as Exhibit D; in cases where maintaining a mature tree or shrub is not

practicable (i.e. when the tree or shrub is diseased or located within the footprint of an improvement to be constructed on the Property as described and depicted in the Lease), Developer will replace such trees or shrubs in accordance with the Nebraska Forestry Conservation Act; and

iv. Developer shall ensure that no development occurs or encroaches on the historic parade ground, except as shown on the Master Plan and described in Exhibit B.

b. Prior to undertaking any construction, renovation or demolition work on the Property that materially deviates from the Master Plan, the Building Schedule, and the Campus Grading and Landscape Plan, Developer shall submit such proposed deviations (e.g., proposed site work, new construction, rehabilitation or demolition etc.) to SHPO and the VA for review utilizing the procedures outlined in Stipulation 3 of this Agreement.

c. If any issues or concerns relating to the Master Plan, the Building Schedule or the Campus Grading and Landscape Plan cannot be successfully resolved by Developer, VA and SHPO, the Parties shall consult pursuant to the Dispute Resolution measures outlined in Stipulation 14 of this Agreement.

3. Project Review Procedures

a. Developer, VA and SHPO agree to consult proactively by conducting early design consultations and on-going periodic meetings, as necessary, to facilitate compliance with the terms of this Agreement.

b. Projects proposed by Developer that are not exempted from review in accordance with Stipulation 4 of this Agreement shall be processed as follows:

i. Prior to undertaking any action on a proposed Project, Developer shall afford the SHPO and VA an opportunity to review and comment on the Project by drafting a Determination Of Effect On Historic Properties regarding the potential effect of the Project on relevant historic properties on the Property, and submitting it to SHPO and VA simultaneously.

ii. The Determination Of Effect On Historic Properties shall include information sufficient to fully describe and explain the proposed Project to SHPO and VA, along with an analysis of any potential effect on historic properties on the Property, and shall include, as appropriate, maps, photographs, plans, drawings, alternatives analyses, and conditions assessments/structural reports.

iii. SHPO and VA shall then separately review their respective submissions of the Determination Of Effect On Historic Properties from Developer. Within twenty (20) Business Days after SHPO receives its submission of the Determination Of Effect On Historic Properties from Developer, SHPO shall provide comments on the Determination Of Effect On Historic Properties to VA and Developer and VA shall prepare comments on the Determination Of

Effect On Historic Properties reflecting both the SHPO's and VA's comments. VA will then forward the comments to Developer within ten (10) Business Days of its receipt of comments from SHPO.

(1) If, however, within such ten (10) Business Day time period, either SHPO or VA determines that the Determination of Effect on Historic Properties provided by Developer is deficient or incomplete, VA or SHPO shall notify Developer of any additional information or correction needed, and may also request a meeting or site visit with Developer. Developer shall expeditiously and in good faith provide the additional information or correction, and cooperate with planning and executing such meeting or site visit.

(2) Upon receipt by Developer of any such request for additional information or correction from VA or SHPO, the ten (10) Business Day time period for VA to review the Determination Of Effect On Historic Properties and provide comments to the Developer shall be extended, and the extension shall continue until VA and SHPO have received all of the additional information or correction from Developer as requested. VA and SHPO agree to promptly notify Developer when it has received all of such additional information or correction from Developer as requested.

(3) In the event that VA fails to forward comments to Developer within the period herein described, Developer may proceed with the Project in accordance with the Lease subject to providing advance notice in writing to both VA and SHPO.

iv. Developer shall evaluate VA's comments and shall, within fifteen (15) Business Days of receipt, submit simultaneously to VA and SHPO a Developer Response To Comments (Developer Response).

(1) If the Developer Response indicates concurrence with all of the comments, Developer shall incorporate such comments into the proposed Project and may immediately proceed with the Project subject to the terms of the Lease and this Agreement.

(2) If the Developer's Response indicates non-concurrence with any of the comments, Developer shall not commence work on the Project until the non-concurrence is resolved, and any Party may initiate Dispute Resolution procedures as outlined in Stipulation 14 of this Agreement.

4. Exempted Work:

a. Activities undertaken by the Developer on the Property that are listed in Exhibit F, entitled "Activities That Do Not Require Further Review," shall not require review by the SHPO or VA because the Exhibit F items will not generate any material adverse effects.

5. Buildings Subject to Further Study; Intentionally Omitted.

6. Design Guidelines for New Construction:

a. In consultation with the SHPO and the VA, Developer shall develop Design Guidelines ("Guidelines") that will be used in preparing all new construction and site development projects on the Property.

b. The Guidelines shall address issues such as, but not limited to, massing, scale, height, setbacks, location, landscaping, materials and historical view sheds. VA and SHPO must approve of the Guidelines in writing before Developer may proceed with new construction and site development on the Property.

c. Within six (6) months following the Effective Date of this Agreement, Developer shall submit a draft of the Guidelines simultaneously to SHPO and VA.

d. SHPO shall then submit comments on the draft Guidelines to VA and Developer within twenty (20) Business Days of receipt from Developer. VA in turn will compile the SHPO and any VA comments, and provide consolidated comments on the draft Guidelines to Developer no later than twenty (20) Business Days following receipt.

(1) If VA's consolidated comments indicate that SHPO and VA approve of the draft Guidelines, Developer may proceed with construction and development projects on the Property in accordance with the Guidelines as approved, the Lease and the remaining terms of this Agreement.

(2) If VA's consolidated comments indicate that SHPO and VA disapprove of the draft Guidelines, Developer shall respond by providing to VA and SHPO additional information, amendments or corrections to the draft Guidelines in an effort to obtain VA/SHPO approval. VA in consultation with SHPO, and Developer shall thereafter exchange comments on the draft Guidelines. Each such submission of comments on the draft Guidelines by VA and Developer shall be provided within twenty (20) Business Days of receipt of the previous comment. If, for any reason, VA fails to respond to a comment from Developer within such period of twenty (20) Business Days of receipt, Developer may proceed with construction and development on the Property as provided in the draft Guidelines as originally submitted by Developer after providing advance written notice to VA and SHPO.

e. If Developer, VA and SHPO cannot reach agreement on the draft Guidelines, any Party may initiate Dispute Resolution Procedures as described in Stipulation 14 of this Agreement. **7. Treatment of Archaeological Resources:**

a. Based upon current knowledge, VA and SHPO believe that the Property does not currently contain any known archaeological sites eligible for the National Register of Historic Places. The VA and SHPO concur that further archaeological investigations are not

warranted prior to the commencement of individual Projects on the land-based portions and any demolition or excavation of any building or improvements of the Property.

8. Unanticipated Discoveries

a. In the course of conducting work on a Project or any other activity on the Property that involves disturbance of the ground, Developer shall not intentionally or knowingly remove or disturb or cause to be removed or disturbed any archaeological, or other cultural artifacts, relics, remains, or objects of antiquity. Any such artifacts, relics, remains, or objects of antiquity constitute federally-owned property under the control of the VA.

b. In the event that a previously unidentified archaeological resource is discovered during such activities, Developer shall immediately stop all work involving subsurface disturbance in the immediate area of the resource and in the surrounding area where further subsurface resources may reasonably be expected to occur (the "Site"), and shall immediately notify VA. VA shall then, within a reasonable time, obtain a Qualified Archaeologist to inspect the Site to determine whether further investigations are warranted. Following the inspection by the Qualified Archaeologist, Developer, VA and SHPO shall consult and determine, within three (3) Business Days following the completion of such inspection, whether to conduct any archaeological work that may be necessary, and if so, how such archaeological work shall be accomplished. Construction work may continue in the Project area outside the Site.

c. If, following the inspection by the Qualified Archaeologist, VA determines that the previously unidentified archaeological resource is eligible for listing in the National Register of Historic Places (NRHP), VA shall submit to SHPO an assessment of the Site's eligibility and a Treatment Plan prepared by Developer to avoid, minimize, or mitigate any adverse effect on the resource. The Treatment Plan shall be prepared and implemented in accordance with the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation. SHPO shall provide VA and Developer comments on the eligibility of the resource for listing in the NRHP and the Treatment Plan within five (5) Business Days of receipt. VA shall then take into account SHPO's comments regarding NRHP eligibility and the Treatment Plan, and provide consolidated comments to Developer. Developer shall carry out appropriate actions in accordance with the Treatment Plan. Developer may only resume work on the Site upon receipt of written notice from VA. If it is later determined by SHPO and VA that the archaeological resource on the Site does not meet the criteria for eligibility in the NRHP (36 C.F.R. § 60.4), Developer may resume work immediately upon receipt of written notice from VA. VA or Developer (as determined by VA in its reasonable discretion) shall provide SHPO with a written report on actions taken pursuant to the Treatment Plan within thirty (30) calendar days following the resumption of work on the Site.

d. If human remains are identified on the Property by any action taken pursuant to this Agreement, VA and Developer shall consult and notify SHPO within 3 Business Days

and shall develop and implement a plan for the appropriate treatment of those remains in accordance with the Native American Graves Protection and Repatriation Act (NAGPRA) (25 USC §§ 3001 et. seq. as appropriate) and the Archaeological Resources Protection Act (ARPA) (16 §§ USC 470aa et. seq.) and their respective regulations. The plan shall include provisions for in-place preservation, excavation, and analysis, in accordance with a data recovery plan approved pursuant to this Agreement, and disposition of the remains as appropriate. VA and Developer shall, in good faith, consult with the relevant parties in accordance with applicable law. The VA and Developer shall then submit the plan to SHPO for review and comment prior to its implementation.

9. Retention of Historical Documentation and Artifacts:

a. Prior to the Turnover Date, VA will remove any and all historic and archaeological written material, records and detached personal property and medical records from the Property ("Historic Personal Property") and non-historical personal property. In consultation with the VA Preservation Office in Washington D.C., the local VA office will properly store such materials. Developer shall have no responsibility to maintain any such Historic Personal Property, non-historical personal property and medical records left by the VA. Prior to VA removing the Historic Personal Property, the Developer, at its expense, will be given the opportunity to make copies, scan, reproductions, photograph, record, or video of such Historic Personal Property that is not medical records, confidential or protected under privacy laws.

10. Public Education and Outreach:

a. Developer may facilitate and permit visitors in public spaces designated on the (VAMC site) grounds as development activities permit and during normal hours of operation.

b. Developer may provide or arrange for an interested outside party or volunteer to provide visitors with on-site interpretive historic site information through the possible establishment of an on-site museum or the production of exhibits, roadside signs, tours, National Register travel itinerary, interpret historical facts, or other creative on-site means. Within two years of the date of this Agreement, the Developer will provide or arrange for an interested outside party to have access to historic site information of the Property in order to document, interpret and/or record such information through such means as internet based text, pictures, maps, brochures and/or videos.

c. Developer shall seek the comments and recommendations of SHPO and VA in developing a public education and outreach program and shall consider any SHPO comments regarding such program.

11. Reporting:

a. Beginning on the one (1) year anniversary following the Effective Date of this Agreement, and upon every anniversary thereof, Developer shall compile and deliver an

Annual Report to SHPO and VA regarding Developer's preservation-related actions taken pursuant to this Agreement in written or electronic means.

b. The Annual Report shall contain both qualitative and quantitative data regarding matters such as, but not necessarily limited to: (1) documentation to justify the in-kind replacement vs. repair of historic fabric; (2) a description of the types and number of preservation-related projects undertaken during the prior year, including exempted work; (3) a description of efforts relating to public education and outreach; (4) illustrations of projects that are contemplated for future implementation; (5) information to substantiate that SHPO/VA requirements regarding historic properties on the Property have been carried out; (6) any changes or updates to the master plan; and (7) a description of new construction and demolition undertaken during the previous year.

12. Monitoring:

All inspections of the development pursuant to this Agreement shall be accomplished in accordance with the Lease.

13. Professional Qualification Standards:

All preservation-related work carried out in accordance with this Agreement shall be overseen by a person or persons meeting *The Secretary of the Interior's Professional Qualification Standards* (36 C.F.R. Part 61) for the appropriate discipline.

14. **Dispute Resolution:**

a. Should any Party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, that Party may file a written objection with the other signatories.

b. Within ten (10) Business Days of receipt of such objection, VA shall commence consultation with the objecting Party, and with other Parties as VA deems appropriate, to resolve the objection.

c. If within thirty (30) Calendar Days of initiating such consultation VA determines that the objection and/or dispute cannot be resolved, VA will:

i. Forward all documentation relevant to the dispute, including VA's proposed resolution, to the ACHP. The ACHP shall provide VA with its advice on the resolution of the objection within thirty (30) Calendar Days of receiving adequate documentation. Prior to reaching a final decision on the dispute, VA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and Additional Consulting Parties, and provide them with a copy of this written response. VA will then proceed according to its final decision.

ii. If the ACHP does not provide its advice regarding the dispute within the thirty (30) Calendar Day time period, VA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, VA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and Additional Consulting Parties to the Agreement, and provide them and the ACHP with a copy of such written response.

iii. VA and the Developer remain responsible for carrying out all other actions subject to the terms of this Agreement that are not the subject of the dispute...

15. Amendments and Termination:

a. Any party to this Agreement may request that this Agreement be amended, whereupon all parties shall consult to consider such amendment. No amendment shall take effect until the Parties have agreed to it in writing.

b. Should any Party to this Agreement determine that the requirements of the Agreement are not being carried out, that Party may terminate the Agreement by providing thirty (30) calendar days advance written notice to the other Parties, provided that the Parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

c. In the event of such a termination of this Agreement, VA shall notify ACHP and follow the Section 106 process (36 C.F.R. § 800.3 through 800.7) for all Federal undertakings associated either directly or indirectly with the property or propose the development of another Agreement with the Parties. Developer shall in such event comply with the terms of the Lease.

16. Duration:

This Agreement shall continue in full force and effect only during the term of the Lease. Periodically, at least every 10 years following the Effective Date of this Agreement, VA will initiate with the other Parties a review of the provisions of this Agreement and a determination if any amendments are necessary. In the event of a termination of the Lease, and thereby this Agreement, VA shall thereafter comply with the NHPA as amended with respect to the Property.

17. Additional Consulting Parties:

The Parties to this Agreement will provide copies of any amendments to this Agreement to the Preservation Association of Lincoln (PAL) and City of Lincoln as Additional Consulting Parties. The Parties to this Agreement will use reasonable efforts to seek the participation of the Additional Consulting Parties in the drafting of any amendment to this Agreement.

18. Notice and Other Correspondence:

a. Notice and other correspondence between authorized representatives of the Parties as described in this Agreement may be in writing or via electronic means, unless otherwise required to be in writing as specified in the narrative.

b. All written notices required or arising from the terms of this Agreement from any Party or to any Party shall be served on, electronically transmitted or mailed to that Party via the address(s) designated below. Such written notices shall be deemed to be given upon personal receipt, electronically transmitted email or message (with a request a read receipt of this message and a return receipt of the message) or by deposit with the U.S. mail or express delivery service. A Party changing its address shall promptly provide notice of the new address to the other Parties in writing.

VA:

The Department of Veterans Affairs
Office of Asset Enterprise Management (044C)
810 Vermont Avenue, NW
Washington, DC 20420
Attn: Designated VA Representative
Email: Edward.Bradley@va.gov

Developer:

Seniors Foundation VA Vision, LLC
c/o Seniors Foundation
Attention: President
600 South 70th Street, Building 7
Lincoln, Nebraska 68510
Attention: Tammy Ward
tammyjward@seniorsfoundation.org

SHPO:

Nebraska State Historic Preservation Office,
a division of the Nebraska State Historical Society Nebraska
P.O. Box 82554, 1500 R Street
Lincoln, NE 68501
Attention: Jill Dolberg
Email: jill.dolberg@nebraska.gov

ACHP:

Advisory Council on Historic Preservation
401 F Street NW, Suite 308
Washington DC 20001-2637
Attn: Christopher Daniel, VA Liaison
cdaniel@achp.gov

19. Execution In Counterparts:

This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

SIGNATURES FOLLOW ON NEXT PAGES

Execution of this Programmatic Agreement by the Parties and implementation of its terms evidence that the VA has taken into account the effects of the undertaking on historic properties and provided the ACHP an opportunity to comment pursuant to 36 C.F.R. Part 800, the regulations that implement Section 106 of the National Historic Preservation Act of 1966, as amended.

U.S. DEPARTMENT OF VETERANS AFFAIRS:

By: _____ Date: 8/3/2015
Edward L. Bradley III
Office of Asset Enterprise Management
U.S. Department of Veterans Affairs

NEBRASKA STATE HISTORIC PRESERVATION OFFICE, A DIVISION OF THE NEBRASKA STATE HISTORICAL SOCIETY:

By: _____ Date: 08-03-2015
Preservation Officer and Director/Nebraska State Historic Preservation Office, a division of the Nebraska State Historical Society

SENIORS FOUNDATION VA VISION LLC:

BY: Seniors Foundation, a Nebraska non-profit corporation,
Its: Sole member and manager

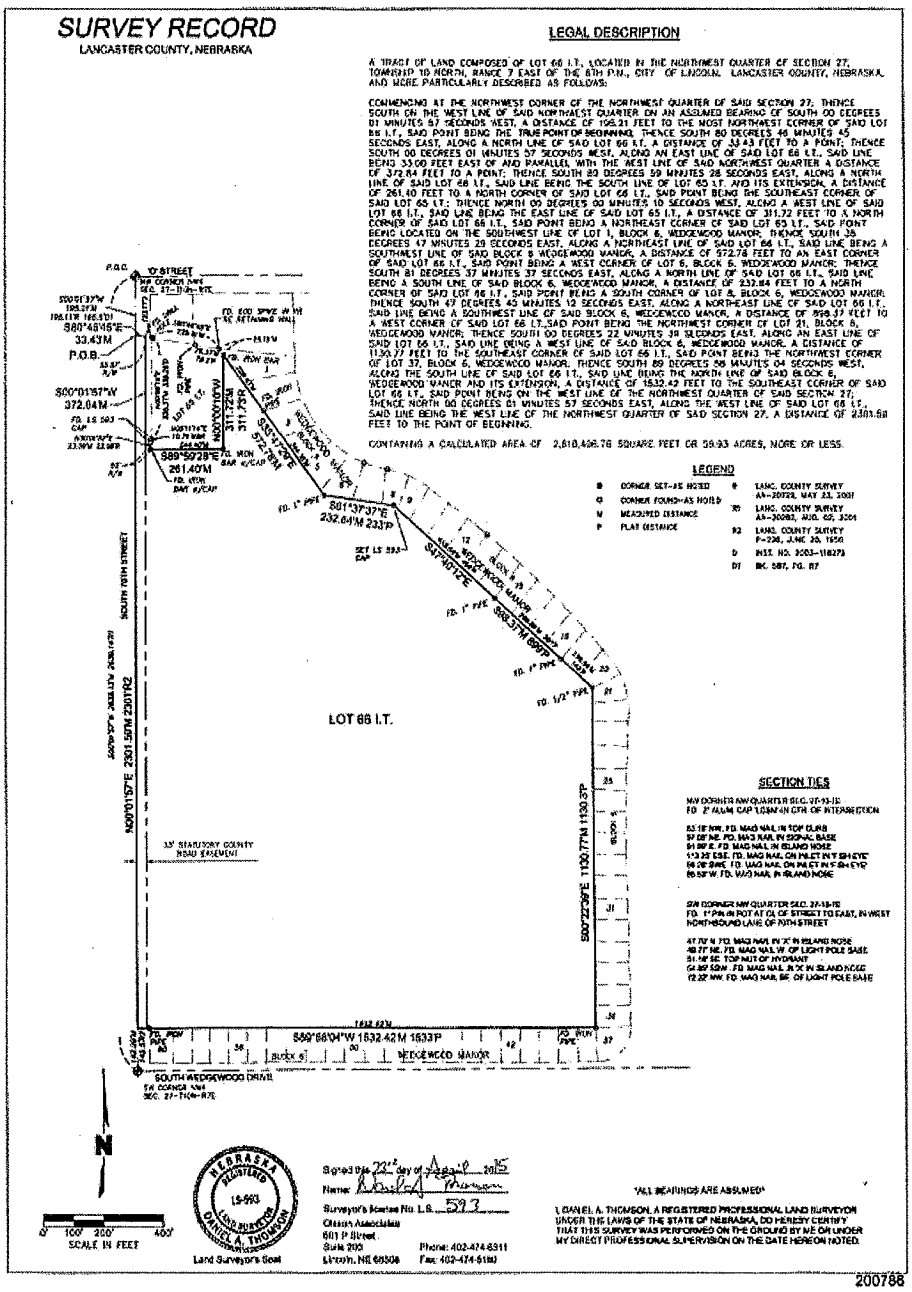
By: Mary Ann Stallings Date: July 29, 2015
Its: President

ADVISORY COUNCIL ON HISTORIC PRESERVATION:

By: John M. Fowler Date: 8/6/15
John M. Fowler
Executive Director
Advisory Council on Historic Preservation

Exhibit A

LEGAL LAND DESCRIPTION, AREA OF POTENTIAL EFFECT AND EXISTING CAMPUS SITE PLAN OF PROPERTY



A TRACT OF LAND COMPOSED OF LOT 66 I.T., LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH ON THE WEST LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 01 MINUTES 57 SECONDS WEST, A DISTANCE OF 195.21 FEET TO THE MOST NORTHWEST CORNER OF SAID LOT 66 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 46 MINUTES 45 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 66 I.T. A DISTANCE OF 33.43 FEET TO A POINT; THENCE SOUTH 00 DEGREES 01 MINUTES 57 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 66 I.T., SAID LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 372.84 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 28 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 66 I.T., SAID LINE BEING THE SOUTH LINE OF LOT 65 I.T. AND ITS EXTENSION, A DISTANCE OF 261.40 FEET TO A NORTH CORNER OF SAID LOT 66 I.T., SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 65 I.T.; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, ALONG A WEST LINE OF SAID LOT 66 I.T., SAID LINE BEING THE EAST LINE OF SAID LOT 65 I.T., A DISTANCE OF 311.72 FEET TO A NORTH CORNER OF SAID LOT 66 I.T., SAID POINT BEING A NORTHEAST CORNER OF SAID LOT 65 I.T., SAID POINT BEING LOCATED ON THE SOUTHWEST LINE OF LOT 1, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 35 DEGREES 47 MINUTES 29 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID LOT 66 I.T., SAID LINE BEING A SOUTHWEST LINE OF SAID BLOCK 6 WEDGEWOOD MANOR, A DISTANCE OF 572.78 FEET TO AN EAST CORNER OF SAID LOT 66 I.T., SAID POINT BEING A WEST CORNER OF LOT 6, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 81 DEGREES 37 MINUTES 37 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 66 I.T., SAID LINE BEING A SOUTH LINE OF SAID BLOCK 6, WEDGEWOOD MANOR, A DISTANCE OF 232.84 FEET TO A NORTH CORNER OF SAID LOT 66 I.T., SAID POINT BEING A SOUTH CORNER OF LOT 8, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 47 DEGREES 40 MINUTES 12 SECONDS EAST, ALONG A NORTHEAST LINE OF

SAID LOT 66 I.T., SAID LINE BEING A SOUTHWEST LINE OF SAID BLOCK 6, WEDGEWOOD MANOR, A DISTANCE OF 898.37 FEET TO A WEST CORNER OF SAID LOT 66 I.T.,SAID POINT BEING THE NORTHWEST CORNER OF LOT 21, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 00 DEGREES 22 MINUTES 39 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 66 I.T., SAID LINE BEING A WEST LINE OF SAID BLOCK 6, WEDGEWOOD MANOR, A DISTANCE OF 1130.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT 66 I.T., SAID POINT BEING THE NORTHWEST CORNER OF LOT 37, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 89 DEGREES 58 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 66 I.T., SAID LINE BEING THE NORTH LINE OF SAID BLOCK 6, WEDGEWOOD MANOR AND ITS EXTENSION, A DISTANCE OF 1532.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 66 I.T., SAID POINT BEING ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 00 DEGREES 01 MINUTES 57 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 66 I.T., SAID LINE BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 2301.59 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,610,496.76 SQUARE FEET OR 59.93 ACRES, MORE OR LESS.

Area of Potential Effect

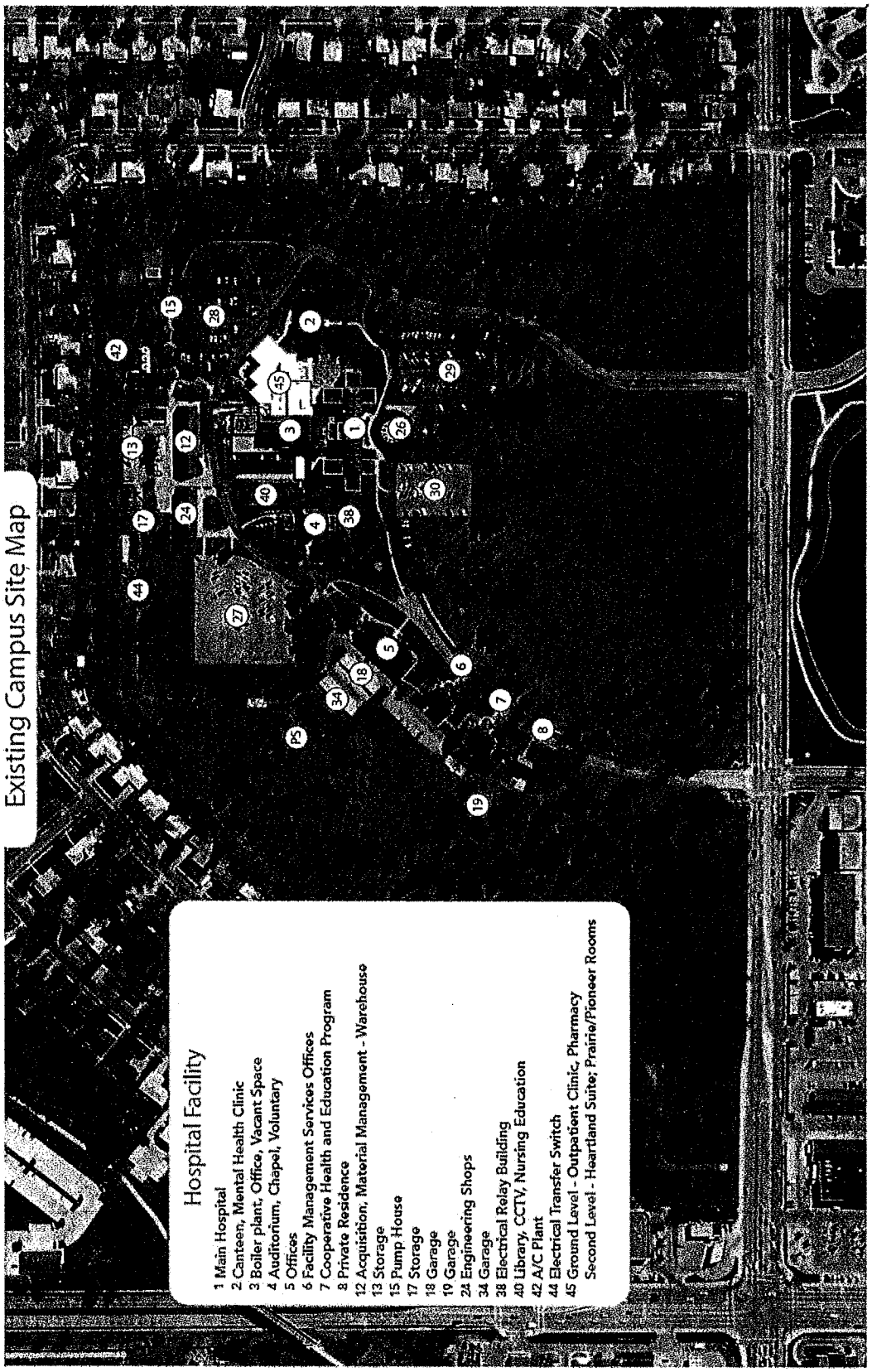
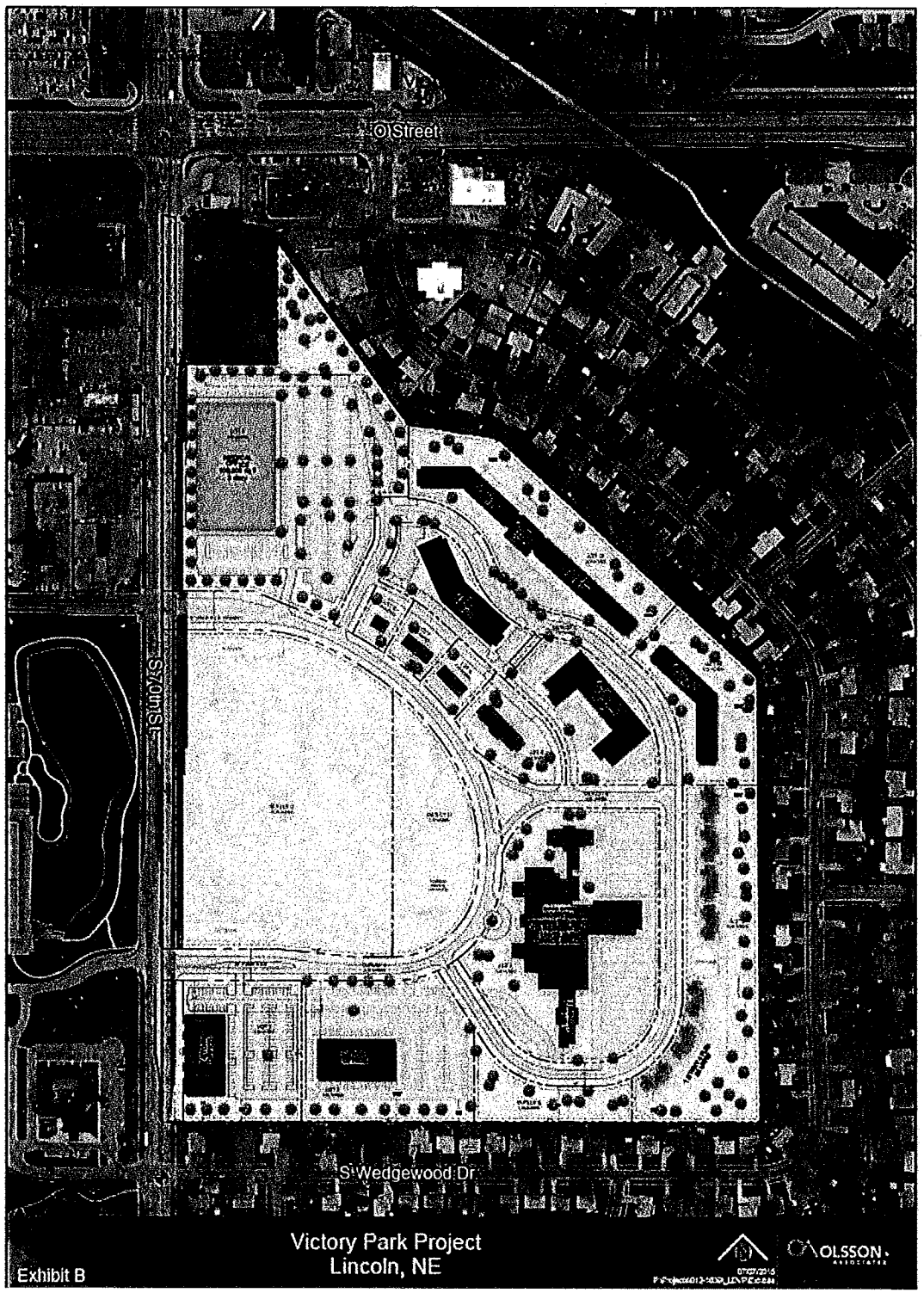

Existing Campus Site Map
Hospital Facility
1 Main Hospital
2 Canteen, Mental Health Clinic
3 Boiler plant, Office, Vacant Space
4 Auditorium, Chapel, Voluntary
5 Offices
6 Facility Management Services Offices
7 Cooperative Health and Education Program
8 Private Residence
12 Acquisition, Material Management - Warehouse
13 Storage
15 Pump House
17 Storage
18 Garage
19 Garage
24 Engineering Shops
34 Garage
38 Electrical Relay Building
40 Library, CCTV, Nursing Education
42 A/C Plant
44 Electrical Transfer Switch
45 Ground Level - Outpatient Clinic, Pharmacy
Second Level - Heartland Suite; Prairie/Pioneer Rooms

Exhibit B

MASTER PLAN



A. The Master Plan

Overview

Victory Park is a comprehensive planned redevelopment of the Lincoln, NE Department of Veterans Affairs campus into a vibrant community focused on housing, medical care and services for seniors and veterans. When completed, this development will be a national model serving two of the nation's fastest growing population and most deserving groups, senior citizens and veterans.

This development will be accomplished by an experienced and dedicated group of companies with a long and excellent track record of delivering projects and services similar to those contemplated for Victory Park. Through the leadership of the Seniors Foundation and its affiliate Seniors Foundation VA, LLC, and by executing an Enhanced Use Lease with the Department of Veterans Affairs, Victory Park will transform this campus into a new and exciting community while perpetuating the historical attributes of the campus.

Three Core Elements

Victory Park will focus on providing three core elements to a currently underserved group of senior citizens and veterans:

1. Medical Care - consistent with the campus' historical mission of providing high quality health care to the region's veterans, Victory Park will continue to provide a place for the delivery of medical care to seniors, veterans, the greater Lincoln community and eastern Nebraska. Our development plan optimizes this delivery system by leveraging our proximity to St. Elizabeth Regional Medical Center and other nearby healthcare facilities and providing convenient access to the entire Lincoln region.

2. Housing - Victory Park will provide over four hundred units of newly constructed housing specifically dedicated to seniors and veterans. Our vision is to provide high quality, well maintained rental housing with immediate access to senior and veteran services and medical care.

3. Senior Services the presence of Seniors Foundation and other senior service providers will further enhance our development plan and create a holistic campus of living, learning and care experiences that will be unparalleled in the Lincoln community.

Implementation of the Development Plan set forth in Exhibit B is conceptual and will be subject to the City of Lincoln zoning and subdivision approval processes.

Proposed Phases

The development of the campus will occur in phases over several years in a deliberate fashion using the Planned Unit Development (PUD) concept. Phases may be developed in smaller geographic areas or in subphases or may be developed out of the sequence. A summary of the proposed phases are as follows:

Phase 1:

VASH (Veterans Affairs Supportive) Housing: New Construction - 70 units. Seventy units of permanent supportive housing for veterans supported by VASH vouchers. A three story, building located in the north central area of the development. The VASH vouchers for this project have already been allocated to this project by the Lincoln Housing Authority. Service based amenities will be provided as part of this project (job training, life skills and counseling).

Medical Office: The first of two Medical Office Building(s) New Construction - 80,000 SF. Two two-story medical office buildings comprising 80,000 square feet of office space along with approximately 400 parking spaces, situated on the southwest corner of the campus and located directly east of St. Elizabeth Hospital.

Building 2 Renovation: Building 2 (south wing) of the main hospital to house services and offices for senior service provider(s).

Future Phases:

Senior and Veterans Apartments - New Construction: 70 units. Seventy apartment style housing units situated in a single three story building located directly north of the existing Veterans Hospital. Veterans and seniors will be given a preference in renting these units.

Apartments – New Construction: One hundred twenty-six units of apartment style housing in three separate buildings of 42 units each are located in the northeast area of the campus. Two of the buildings will be connected to a 1 ½ story clubhouse available for tenants and guests. Veterans and seniors will be given preference in renting these units.

Senior and Veteran Housing New Construction: Twenty-eight to thirty-two units of single story, four-plex design housing restricted to residents aged 55+ located along the back of the campus behind the existing hospital. Veterans aged 55 and older will be given a preference in renting these units.

Future Development: Office, medical office, health, retail, and/or residential New Construction, size to be determined. Although the ultimate use of this parcel on the northwest corner of the campus is yet to be determined, we envision a project which builds upon the core elements being provided by our master plan (Housing, Medical and Services) focused on Seniors and Veterans.

Existing VA Hospital Renovation: The existing historic hospital comprising approximately 175,000 sf would be repurposed to general office space for leasing to office users and for housing.

Offices and Services for Veterans and Seniors

Repurposed space will include space for locating service delivery centers for a variety of programs supporting veterans and senior citizens. The space will be programmed in partnership with Department of Veterans Affairs and other veteran and senior service providers. Services could include health and wellness training and counseling, lifestyle resources, internet access and training, nutritional and exercise, behavioral health services, housing options, and service referral resources for veteran and senior citizens.

A portion of the repurposed office space would be leased to Seniors Foundation as a permanent home. Additional office tenants would be pursued for placement in this space. Targeted tenants will include governmental and non-profit office users.

Residential Housing for Veterans and Seniors

On the upper floors of the historic hospital there will be 115 living units. The residential dwellings will be designed for independent living with easy access to onsite health and wellness services provided by service providers and convenient access to City public transportation. Housing will be targeted to veterans and seniors.

Buildings 5, 6, 7 and 8 Renovation: These four historic residential quarters will be renovated for housing supportive programs and other nonprofit organizations providing senior or veteran services.

Historic Parade Ground

The ellipse in front of the hospital extending to 70th Street will be maintained as "open space" to protect the corridor view at the front of the historic hospital building and the four historic residential quarters.

Landscaping and Other Amenities

As the Development progresses, landscaping and other amenities will be designed to maintain the park-like setting that has characterized the Lincoln VA campus over its lifetime.

Timeline

A ground breaking for the Phase 1 Veterans Affairs Supportive Housing is tentatively set for September 2015.

Exhibit C

(VAMC site) Site Development
Existing Building Retention/Demolition Schedule

July 7, 2015

Bldg. #	*Historic Function*	*Date*	*Proposed Function*	*G.S.F*	*Status*	*Contributing as described in the Registration Form*
1	Main Hospital (original)	1929	Residential/Office	70,781 sf	Retain	C
2	Hospital – mental health	1929	Office	15,394 sf	Retain	C
3	Boiler plant – surgery - dietetics	1930	Boiler plant - office	28,236 sf	Retain	C
4	Auditorium - chapel	1929	Community Center - auditorium	7,541 sf	Retain	C
5	Office - Residential	1929	Office – community service or residential	18,161 sf	Retain	C
6	Officer's Quarters	1929	Office – community service or residential; potential expansion	2,955 sf	Retain	C
7	Officer's Quarters	1929	Office – community service or residential; potential expansion	3,315 sf	Retain	C
8	Officer's Quarters	1929	Museum, office – community service or residential; potential expansion	3,480 Sf	Retain	C
9	Meter House		Demolish		Demolish	C
12	Warehouse/shops	1930	Demolish	11,607 Sf	Demolish	C
13	Storage	1950	Demolish	1,245 Sf	Demolish	C
15	Water Pump House - fire	1985	Demolish	660 Sf	Demolish	N/C
17	Storage Shed	1931	Demolish	500 Sf	Demolish	N/C
18	Storage – parking garage	1930	Demolish	1,900 Sf	Demolish	C
19	Garage	1930	Demolish	1,000 Sf	Demolish	C

24	Engineering - shops	1937	Demolish	8,595 Sf	Demolish	C
26	Flag Pole		Flag Pole		Retain	C
34	Storage	1930	Demolish	1,900 Sf	Demolish	C
40	Library/medical media	1975	Demolish	3,431 Sf	Demolish	C
42	Chiller Plant	1980	Demolish	2,904 Sf	Demolish	N/C
45	Clinic	1985	Demolish	23,525 Sf	Demolish	C
A	Picnic Shelter		Demolish		Demolish	N/C
B	Entrance Driveway		Entry will remain with modifications		Retain	C
C	Connecting Corridor		Connection between Building 4 and Building 3		Retain	C

EXISTING BUILDING AND SITE MODIFICATION MAP

Hospital Facility

1 Main Hospital
2 Canteen, Mental Health Clinic
3 Boiler plants, Office, Vacant Space
4 Auditorium, Chapel, Voluntary
5 Offices
6 Facility Management Services Offices
7 Cooperative Health and Education Program
8 Private Residence
12 Acquisition, Material Management - Warehouse
13 Storage
15 Pump House
17 Storage
18 Garage
19 Garage
24 Engineering Shops
34 Garage
38 Electrical Relay Building
40 Library, CCTV, Nursing Education
42 A/C Plant
44 Electrical Transfer Switch
45 Ground Level - Outpatient Clinic, Pharmacy
Second Level - Heartland Suite; Prairie/Pioneer Rooms

V.A. Greater Health System

600 South 70th Street
Lincoln, Nebraska 68510

Additional

26 Flagpole
27 North Parking Lot with Handicapped Parking
PS Picnic Shelter
28 Patient Parking Lot with Handicapped Parking
29 General Parking
30 General Parking

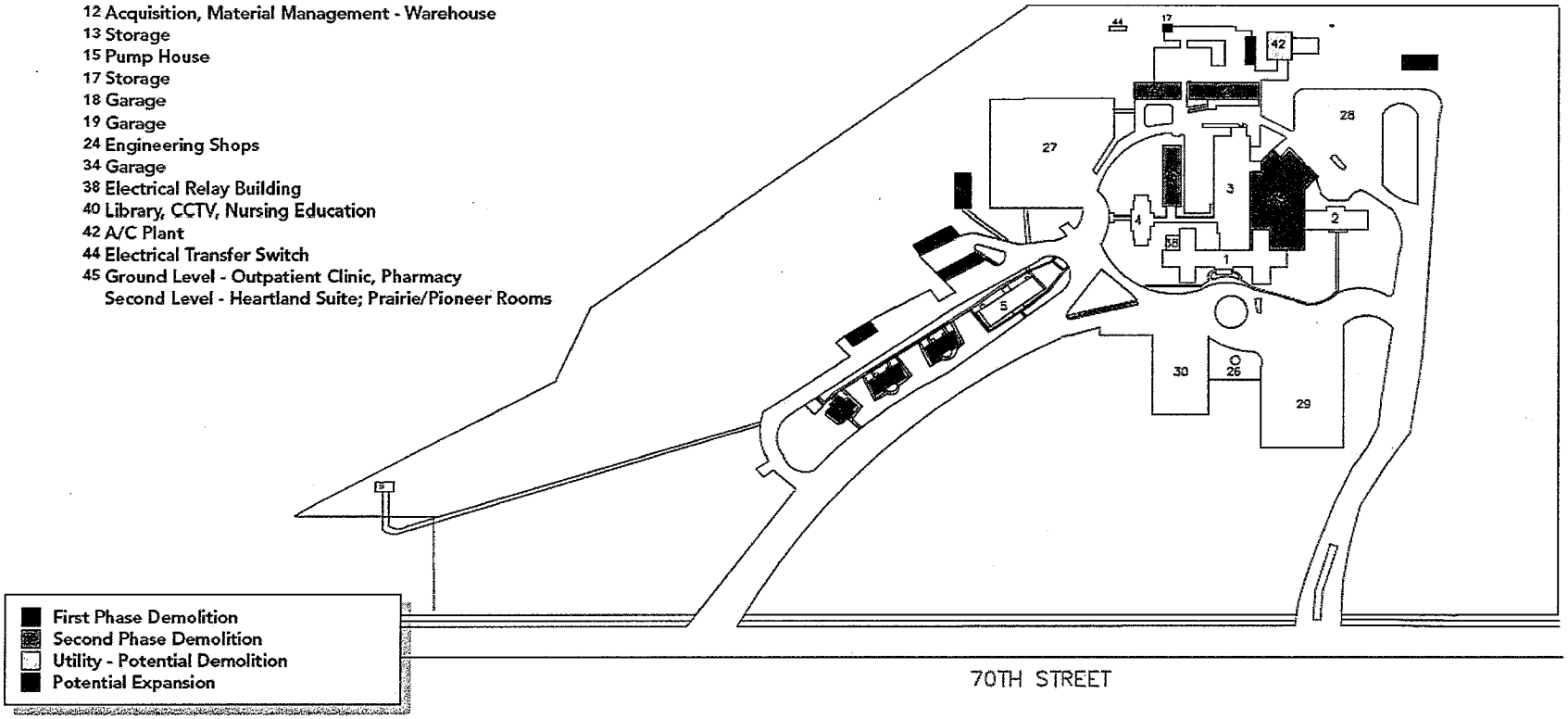
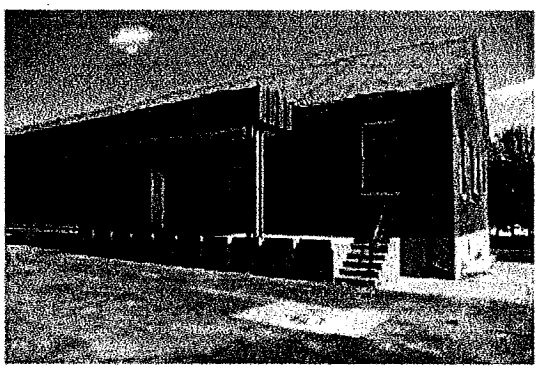
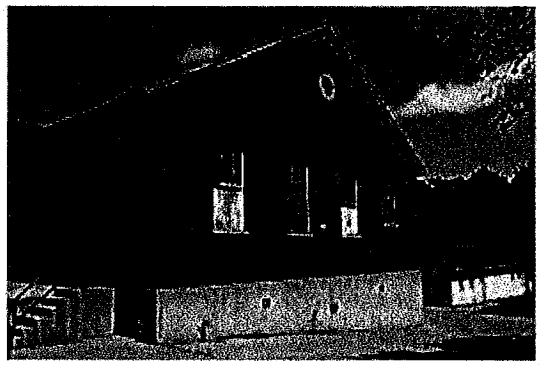


Exhibit C cont'd

Justification for Building Disposition:

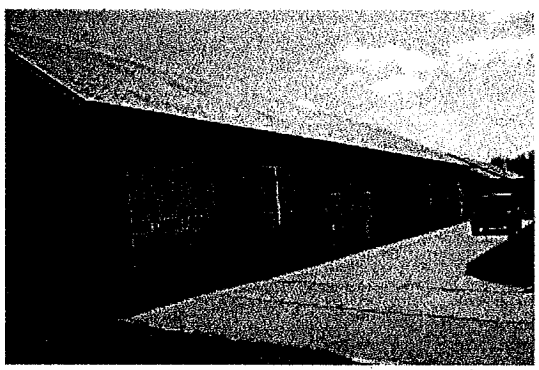
Building 12| Built 1930 | S.F. 11,607 |Two Floors | Warehouse/Shops





Building 24 | Built 1937 | S.F. 8595 | Two Floors Engineering Shops and Storage

Both buildings were constructed in the era of the main hospital with complimentary architecture design and materials. The structures cannot be put to any reasonable economically beneficial use for which they may be reasonably adapted without demolition. The Building Condition Assessment prepared by the VA in August 2011 estimated the cost to repair the buildings at approximately $577,000 primarily for roof and window replacement and electrical system upgrades. The loss of the structure will have minimal effect on the historic character of the Campus, and the new development will be compatible, appropriate and beneficial to the district.



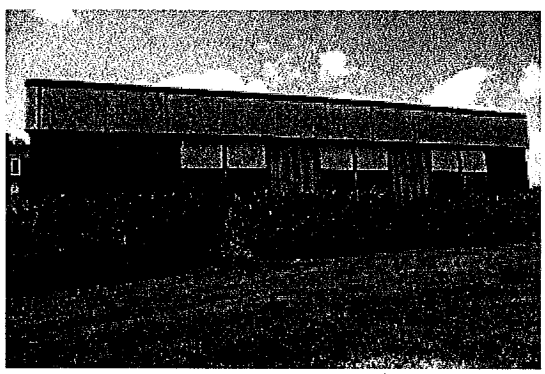
Certain key building materials (e.g. slate roof tiles, steel windows, bricks, etc., if feasible) will be deconstructed and the materials will be relocated and reused within the historic district, where feasible, or used in other locations. For each Building, an illustrating and interpretive sign with historic photographs (if available) and brief history wi be made and properly located.

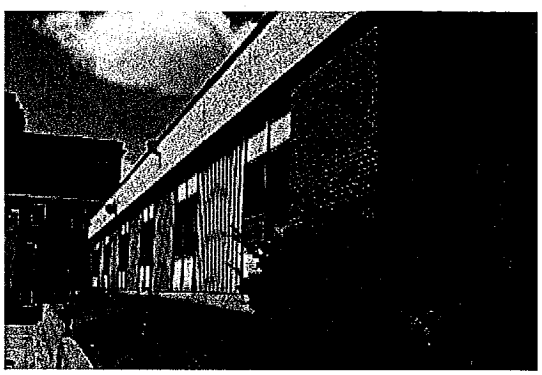
Building 17 | Built 1931 | S.F. 500 | One Floor | Storage Shed

On the Exhibit B - Master Plan, the area immediately behind the main hospital has been designated for redevelopment for VASH housing and market rate apartment sites. In order to accommodate these two uses and provide adequate parking and access, this area needs to be cleaned up and graded. Under the terms of the Enhanced Use Lease the developer assumes responsibility for the operation and maintenance of the existing hospital and the residential buildings lining the north driveway once the VA clinic moves out of the existing hospital. These buildings represent a major financial risk to the developer with annual operating costs exceeding $1 Million. In order to mitigate this risk and to enable the developer to provide Veterans supportive (VASH) housing, it is important that the developer include market rate housing on the campus to make the project financially viable. The market rate apartments with 60 units will provide an attractive living alternative and compliment the overall mixed use redevelopment plan. The continued operation of the structure, renders the development of the VASH project financially infeasible based on existing and reasonable assumed lanc uses. While Building 17 contributes to the historic district, the demolition of this mino support building will not undermine the significance of the historic district.

Building 40 | Built 1975 | S.F. 343 | One Floor | Library/Medical Media

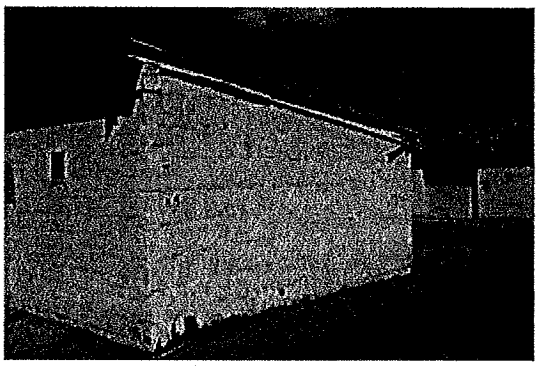
The building was added to the main hospital in 1975. From the beginning, the building experienced poor environmental control with persistent interior condensation and HVAC problems. The building does not fit with the architectural style or construction materials of the main hospital. Demolition of the building is necessary to allow site development and access for market rate apartments. The loss of the structure willl have a minimal effect on the historic district and character of the Campus.

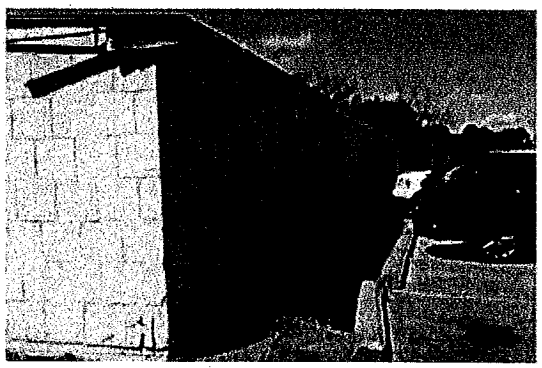


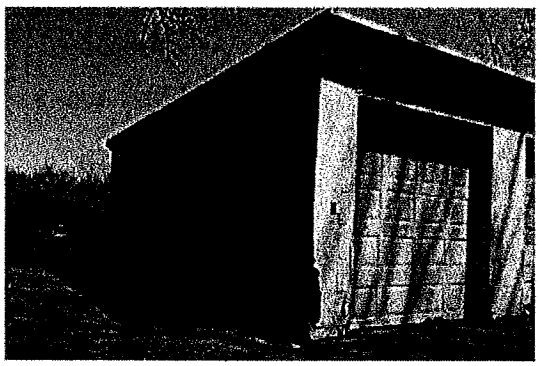


Buildings 18, 19 and 34 and Picnic Shelter

All buildings were built in 1930 as storage and parking facilities to support the 4 residential units lining the north drive. Construction is of painted structural clay tile (concrete cinder block). The area immediately behind the 4 residential buildings is planned for single story 4 plex senior housing in a community setting. These buildings must be removed in order to accommodate the planned redevelopment site and traffic access and circulation. The retention of buildings will prevent wider public benefits flowing from the redevelopment the Campus. As the campus is fully developed amenities will be considered for placement on the campus which could serve as a replacement to the picnic shelter. While these buildings and structures contributes to the historic district, the demolition of these minor support buildings and structures will not undermine the significance of the historic district.







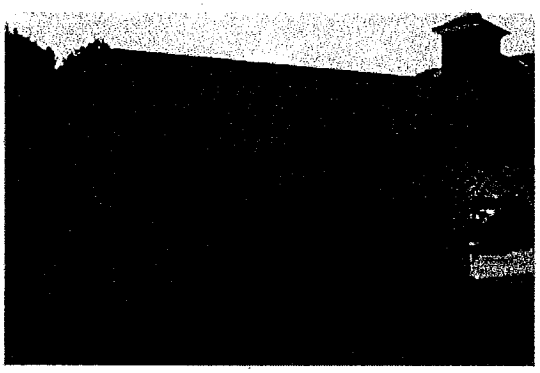


Exhibit D

CAMPUS GRADING AND LANDSCAPE PLAN

In order to enhance the overall historic district and Campus, appropriate new trees and vegetation will be planted to replace and supplement existing trees and vegetation removed in order to implement the Master Plan. The grading and landscaping for each Project will be reviewed pursuant to the Project Review Procedures (Section 3 of the Programmatic Agreement). Landscape projects on the historic parade ground shown on Exhibit B will require further review by the SHPO and the VA.

Exhibit E

Required Interior Renovation and Interior Demolition that will be included in the Determination Of Effect On Historic Properties

1. Interior Features and Improvements:

   a. The auditorium space within Building 4 will be renovated pursuant to a Determination Of Effect On Historic Properties

Exhibit F

ACTIVITIES THAT DO NOT REQUIRE FURTHER REVIEW

In accordance with the Programmatic Agreement among the U.S. Department of Veterans Affairs ("VA"), the (VAMC site) Seniors Foundation VA Vision LLC ("Developer"), the Nebraska State Historic Preservation Office, a division of the Nebraska State Historical Society (SHPO) and the Advisory Council on Historic Preservation ("ACHP"), the following activities (to be reported in the annual report)have been determined to constitute "no effect" or "no adverse effect" on historic properties and, therefore, warrant no further review by the SHPO, the VA or the ACHP:

1. IN GENERAL:

a. Maintenance – This category includes only those projects which are used to protect the physical structure of the property and to assure proper functioning of its equipment. *The Secretary of the Interior's Standards for Rehabilitation*, applicable *Preservation Briefs* and all other relevant technical guidance from the National Park Service will be consulted by the Developer to plan and implement these projects.

b. Exterior Windows Repairs and In-Kind Replacement – Exterior Windows may be repaired or replaced "in-kind" using window repair materials or new windows that include multi-lite configuration of the upper and lower sashes of the historic windows and materially compatible in size, shape, color and texture to the historic windows. Developer agrees to consult with SHPO regarding any new window replacement by providing SHPO a window replacement product selection description.

c. Other Exterior Repair and Limited In-Kind Replacement –*The Secretary of the Interior's Standards for Rehabilitation* ("Standards"). The Standards requires that exterior historic fabric be repaired rather than replaced unless the existing historic fabric is deteriorated beyond repair. If the existing exterior historic fabric is deteriorated beyond repair, the Standards require that it be replaced "in-kind" (i.e., using new fabric that is identical in size, shape, color, materials, design, configuration texture and composition to the historic fabric). Exterior projects involving the in-kind replacement of less than approximately 50% of the historic fabric of any given feature (e.g. a few balusters, a small portion of a roof, fence walkway etc.) will not require further review by the SHPO or the VA provided that it can be documented that the historic fabric to be replaced is (i) deteriorated beyond repair or (ii) energy cost or long term maintenance costs can be reduced and (ii) that the replaced "in-kind" will use new fabric that is materially similar in size, shape, color, materials, design, configuration texture and composition to the historic fabric) from the exterior view. Complete replacement of an entire historic feature (i.e. an entire roof etc.) must be coordinated with the SHPO and the VA.

d. Interior Renovation and Demolitions – This category includes only those interior renovation and demolition projects that are not listed on Exhibit E.

e. Landscape-Related – This category includes only those projects which affect the earth and plantings located on the property. The grading and landscaping for each Project will be reviewed pursuant to the Project Review Procedures (Section 3 of the Programmatic Agreement). Landscape projects on the historic parade ground shown on Exhibit B are not included in this category as they will require further review by the SHPO and the VA.

f. Financing

g. Leasing or creating a condominium regime

2. SITE MODIFICATIONS:

a. The installation, repair or replacement of roadways, curbs and gutter, driveways, retaining walls, walkways and utility, water, water, gas, electric, cable, data, communication, sanitary sewer and stormwater following the existing or historic configuration, projects through previously disturbed utility corridors or temporary or permanent easements and right-of-ways granted to or dedicated to the City of Lincoln or the public.

b. Installation, repair or replacement of park and playground equipment.

c. Repair or replacement of fences that follow the existing or historic configuration and design and are constructed with limited in-kind or historically documented replacement materials.

d. Site clean-up, including trimming trees or other plantings provided that such activity does not change the characteristic size or shape of the tree or planting. Limited replacement of dead trees or other dead plantings with in-kind species in accordance with any planting plan that has been approved by the SHPO and the VA. Replacement of trees and vegetation as generally described on Exhibit D.

e. Infilling abandoned wells, shafts and basements when the infilling does not remove or destroy supporting walls or character defining elements. The feature can be in filled but not obliterated. Subject to Exhibit C, structural characteristics such as well houses and support walls will be preserved.

f. Installation of temporary construction-related structures such as scaffolding, screening, fences, protective walkways or dust hazard containment enclosures.

3. WEATHERIZING AND ENERGY CONSERVATION:

a. Installation of insulation in the attic, basement, crawl space, walls, beneath floors and around pipes and ducts in such cases where the installation can be accomplished without permanent visual changes to the character defining features of the exterior or interior. This

exclusion does not include urea formaldehyde or other materials that induce or introduce moisture into a building.

b. Application of caulking in a color that is compatible with the existing finishes.

c. Limited in-kind replacement of window panes.

d. Installation of interior storm windows in accordance with *Preservation Brief No. 3: Conserving Energy in Historic Buildings* and other applicable technical guidance from the National Park Service.

e. Repair or limited in-kind replacement of historic awnings.

f. Insulating window treatments, such as installation of insulated shades and blinds if the installation does not detract from the significant visual qualities of the building.

g. Installing water heater tank insulated blankets.

h. Installing wood or raw aluminum storm windows that are painted to match window sash. Enameled aluminum storm windows and doors are acceptable provided these items match the size and configuration of the historic window or door and do not detract from the appearance of the building.

4. <u>EXTERIOR AND INTERIOR REPAIRS:</u>

a. Removal of deteriorated paint and preparation of the exterior surfaces in accordance with *Preservation Brief No. 10: Exterior Pain Problems on Historic Woodwork; Preservation Brief No. 37: Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing* and other applicable technical guidance from the National Park Service.

b. Cleaning masonry surfaces in accordance with *Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings* and other applicable technical guidance from the National Park Service.

c. Repointing with mortar which matches the original in strength, composition, color, texture and duplicates the rake and other joints which define the existing historic characteristics and in accordance with *Preservation Brief No. 2: Repointing Mortar Joints in Historic Masonry Buildings* and other applicable technical guidance from the National Park Service.

d. Correcting structural deficiencies in basements, crawl spaces and beneath porches.

e. Repair or partial in-kind replacement of historical interior surface treatments, such as floors, walls, ceiling, plaster and woodwork.

f. Repair or limited in-kind replacement of exterior or interior stairs following the existing or historic configuration.

g. Structural repairs to sustain the existing structure that does not alter the existing building configuration.

h. Lead, asbestos or other hazardous material abatement, remediation or mitigation that does not involve removal or alteration of the exterior features.

i. Installation of Americans with Disability Act improvements, grab bars and minor modifications for handicap accessibility including but not limited to temporary wooden ramps to one entrance of a given structure.

j. Repair or limited in-kind replacement of roofing material in accordance with *Preservation Brief No. 4: Roofing for Historic Buildings* and other applicable technical guidance from the National Park Service.

k. Installation of security devices including cameras, motion and sound sensors, dead bolts, door locks, window latches and door peepholes.

l. Installation of ridge vents or "Midget Louver" type soffit vents.

m. The redesigning of non-character defining interior spaces that has no impact on historically significant, character-defining interior spaces.

n. Projects on existing buildings or additions less than fifty years old that meet the standards described in the Design Guidelines described in Exhibit F.

5. MECHANICAL AND ELECTRICAL REPAIRS:

a. Repair of existing air conditioning, heating, plumbing, mechanical or electrical systems if no alterations of character defining features are required in the work plan and the work follows existing pathways.

b. Electrical work which is limited to upgrading or in-kind replacement. If possible, the work will reuse and rewire historic light fixtures.

c. Plumbing work which is limited to upgrading or in-kind replacement and, in the case of new plumbing, provided that the work is situated within existing stud and joist cavities.

d. Installation of fire or smoke detectors.

e. Installation of air conditioning, heating and mechanical equipment that does not significantly affect the exterior of the building (i.e., destroy historic fabric), is not visible from "street level."

f. Removal of window air conditioning units.