

**MEMORANDUM OF AGREEMENT
AMONG THE U.S. GENERAL SERVICES ADMINISTRATION,
THE IOWA STATE HISTORIC PRESERVATION OFFICE,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE CONVEYANCE OF
THE FORMER KNOXVILLE VETERANS AFFAIRS CAMPUS
KNOXVILLE, IOWA**

WHEREAS, this Memorandum of Agreement (“MOA” or “Agreement”), inclusive of all exhibits, is made as of this 15th day of January, 2020, by the U.S. General Services Administration (“GSA”), the Iowa State Historic Preservation Office (“SHPO”), and the Advisory Council on Historic Preservation (“ACHP”) (all referred to collectively herein as the “Signatories” or individually as a “Signatory”), pursuant to Section 106 of the National Historic Preservation Act (“NHPA”) 54 U.S.C. § 306108, and its implementing regulations at 36 C.F.R. Part 800; and

WHEREAS, the U.S. Department of Veterans Affairs (“VA”) is the federal agency with administrative control, custody, and accountability, on behalf of the United States, of the approximately 151-acre former Knoxville Veterans Affairs Campus (“the KVAC Property” or “Property”) located at 1515 W. Pleasant Street, Knoxville, Iowa 50138 (Exhibit A, Map 1); and

WHEREAS, in January 2018, VA determined the KVAC Property excess to the agency’s needs and, pursuant to Title 40 (40 U.S.C. § 101 et. seq.), submitted its Report of Excess (“ROE”) to GSA; and

WHEREAS, pursuant to authorities provided to the Administrator of the GSA by federal law under Title 40 (citation above), and the Federal Management Regulation (41 CFR § 102-75, et. seq.), and the delegations granted to GSA, GSA is proposing to convey the Property as a negotiated sale to Marion County (“County”) for their undetermined use, including but not limited to development of new housing, and the County intends on substantially demolishing the Historic District (the “Undertaking”); and

WHEREAS, GSA determined the Area of Potential Effect (APE) is the KVAC Property; and

WHEREAS, the Knoxville Veterans Affairs Hospital Historic District (“KVAHHD” or “Historic District”), hereinafter defined, is listed in the National Register (“National Register”) of Historic Places for State and Local Significance under Criteria A (Historic Events) and C (Distinctive Characteristics) as a campus (Exhibit A, Map 2). The Historic District includes thirty-two (32) contributing buildings, one contributing (1) site (landscaped grounds), and four (4) contributing structures (“Historic District”). The facility was originally opened in 1920 on the property of the former Iowa State Hospital for Inebriates, and the first of the veterans’ hospital buildings were completed in 1923; and

WHEREAS, according to the *Archaeological Overview and Assessment for Veterans Administration Medical Center* (The Ottery Group for The National Preservation Institute,

November, 2011), the KVAC Property includes two (2) archeological sites, both classified as Euro-American farm or residence sites identified by the Office of the State Archeologist at the University of Iowa as Sites 13MA582 and 13MA585 (“Archaeological Sites”). Both are generally within the Historic District boundaries but have not been determined as eligible for listing in the National Register because they have not been evaluated; and

WHEREAS, GSA consulted with the County and invited them to sign this MOA as an invited signatory (“Invited Signatory”); and

WHEREAS, together, the Signatories and Invited Signatory, as well as VA and the City of Knoxville (“City”), comprise the consulting parties (“Consulting Parties”); and

WHEREAS, GSA also identified seven (7) federally-recognized Indian Tribes as prospective Consulting Parties: the Apache Tribe of Oklahoma, the Iowa Tribe of Kansas and Nebraska, the Iowa Tribe of Oklahoma, the Menominee Indian Tribe of Wisconsin, the Sac & Fox Nation of Missouri in Kansas and Nebraska, the Sac & Fox Nation of Oklahoma and the Sac & Fox Nation of the Mississippi in Iowa. GSA invited them to participate in consultation, but none responded and as such they are not Consulting Parties; and

WHEREAS, in consultation, GSA applied the Criteria of Adverse Effect (36 CFR § 800.5) and found the Undertaking will have an adverse effect on historic properties because GSA plans to convey the Historic District to the County without adequate conditions to provide for long-term preservation of the Property’s historic significance, and the County intends on substantially demolishing the Historic District; and

WHEREAS, after making a finding of effect, GSA notified ACHP with specified documentation, and ACHP chose to participate in the consultation; and

WHEREAS, VA originally sought private sector partnerships for the KVAC Facility through the use of its enhanced use leasing authority (EUL), and the *Programmatic Agreement by and between the U.S. Department of Veterans Affairs, Knoxville Veterans Alliance, LLC, and the Iowa State Historic Preservation Office regarding the Enhanced Use Lease at the Veterans Affairs Medical Center in Knoxville, Iowa* (the “PA”) was executed on November 30, 2012 (2012 PA), and has since expired; and

WHEREAS, upon receipt of VA’s ROE, GSA assessed the feasibility of reuse of the KVAC and found that adaptive reuse was not economically viable. GSA tried to identify parties committed to long-term preservation of the Property, such as via federal transfer of the entire KVAC Property, but no federal agency expressed an interest and GSA subsequently deemed the Property surplus to the needs of the federal government (40 U.S.C. § 541 et seq.); and

WHEREAS, GSA also considered public benefit transfer, of either the entire KVAC Property or any of the KVAC Property’s eight (8) subdivided parcels, to local governments and qualified non-profit organizations. GSA received an initial expression of interest for reuse of the entire KVAC Property by an organization for homeless assistance purposes, but a formal application was never submitted to GSA; and,

WHEREAS, GSA also received an offer of interest from the County for a negotiated sale of the entire Kvac Property for undetermined use by the County, and has since developed the terms of sale with the County; and

WHEREAS, the executed City/County/State MOA (hereinafter defined) (Exhibit D), enforceable under the laws of the State of Iowa and Marion County Resolution #2020-15 together with the measures stipulated herein, resolve the adverse effects of this Undertaking on historic properties; and

WHEREAS, the *Memorandum of Agreement Between the Iowa State Historic Preservation Office, the County of Marion, and the City of Knoxville Regarding Post-Conveyance Identification, Mitigation, Minimization and Avoidance of Historic Resources at the Former Knoxville Veterans Affairs Campus Knoxville, Iowa* (“State/County/City MOA”) (Exhibit D), details the terms of the County’s: interpretation and commemoration of the Historic District prior to and following its substantial demolition; archaeological resources identification and preservation, as appropriate; and initial marketing efforts for the fee-simple sale of two buildings which contribute to the Historic District; and

WHEREAS, in support of the latter, GSA provided the County with a sample request for proposals (“RFP”) for their reference, which prioritized preservation in respondent evaluation criteria, and which was the basis for the marketing plan in the State/County/City MOA; and

WHEREAS, as stipulated herein, GSA intends to further minimize and mitigate adverse effects to historic properties; and

WHEREAS, GSA provided the public opportunities to participate in consultation on the Undertaking; and

NOW, THEREFORE, the Signatories agree that the Undertaking will be implemented in accordance with the following stipulations to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

GSA will ensure that the following measures are carried out:

I. CONVEYANCE, MINIMIZATION AND MITIGATION MEASURES

A. CONVEYANCE.

- i. GSA will provide all Signatories a complete copy of this MOA, including signature pages and exhibits, within seven (7) days of execution.
- ii. Upon GSA’s conveyance of all right, title, and interest of the United States in and to the Kvac Property, by Quitclaim Deed (the “Deed”), to the County in accordance with applicable federal and state laws, GSA will timely provide a copy of the Deed, with all exhibits, and recording information from the Marion County Recorder’s Office, to the Signatories.

B. MINIMIZATION AND MITIGATION MEASURES.

- i. Complete aerial documentation of the KVEC Property through drone videography and timely submit it to the SHPO and the County in .jpg format photos and .mp4 format videos.
- ii. Provide available records on the KVEC Property's architecture and history to the County in .pdf format.
- iii. Ensure provisions in the Deed that address archaeology and the Archaeological Sites, will be properly recorded.

II. COMMUNICATIONS

Any notice or other communication required or permitted to be given under this MOA will be sufficiently given or delivered if provided in writing and transmitted by personal messenger, certified mail, return receipt requested, or overnight delivery service with receipt confirmation, and addressed as follows:

A. In the case of a notice or communication to GSA:

Attn: Regional Historic Preservation Officer
U.S. General Services Administration
Public Buildings Service
2300 Main St.
Kansas City MO 64108-2416

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

Attn: Deputy State Historic Preservation Officer
Iowa Department of Cultural Affairs
State Historical Society of Iowa
State Historic Preservation Office
600 E. Locust St.
Des Moines, IA 50319

C. In the case of a notice or communication to ACHP:

Attn: Executive Director
Advisory Council on Historic Preservation
The National Building Museum
401 F Street, NW, Suite 308
Washington, DC 20001-2637

D. In the case of a notice or communication to the County:

Attn: Chairman Mark Raymie
Marion County
Board of Supervisors
214 East Main Street
Knoxville, IA 50138

III. DURATION

This MOA will expire six (6) months from execution. Prior to such time, GSA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V below.

IV. DISPUTE RESOLUTION

Should any Signatory, or the Invited Signatory that signed the MOA, object at any time to any actions proposed, or the manner in which the terms of this MOA are implemented, GSA will consult with such party to resolve the objection. If GSA determines that such objection cannot be resolved, GSA will:

- A. Forward all documentation relevant to the dispute, including GSA's proposed resolution, to the ACHP. The ACHP will provide GSA and SHPO with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, GSA will prepare a written response that takes into account any timely comments regarding the dispute from the Signatories, and the Invited Signatory that signed the MOA, and provide them with a copy of this written response. GSA will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, GSA and SHPO may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, GSA will prepare a written response that takes into account any timely comments regarding the dispute from the Signatories, and the Invited Signatory that signed the MOA, and provide them with a copy of such written response.
- C. It is GSA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute and remain unchanged.

V. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all Signatories, and the Invited Signatory that signed the MOA. The amendment will be effective on the date a copy signed by the Signatories, and the Invited Signatory that signed the MOA, is filed with the ACHP.

VI. TERMINATION

- A. If any Signatory or the Invited Signatory that signed the MOA, determines that its terms will not or cannot be carried out, that party will immediately consult with the other Signatories, and the Invited Signatory that signed the MOA, to attempt to develop an amendment per Stipulation V, above. If within thirty (30) days an amendment cannot be reached, any Signatory and the Invited Signatory that signed the MOA, may terminate the MOA upon written notification to the other Signatories and the Invited Signatory that signed the MOA.
- B. Once the MOA is terminated, and prior to work continuing on the undertaking, GSA must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. GSA will notify the Signatories, and the Invited Signatory that signed the MOA, as to the course of action it will pursue.

VII. REGULATORY COMPLIANCE

Execution of this MOA by the Signatories and implementation of its terms evidence that GSA has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

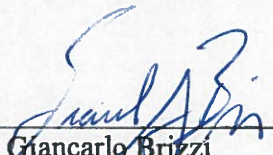
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KNOXVILLE, IOWA**

The parties hereto execute this MOA on the dates hereinafter identified.

SIGNATORIES

U.S. General Services Administration

By
:




Giancarlo Brizzi
PBS Regional Commissioner
General Services Administration
giancarlo.brizzi@gsa.gov
(817) 235-6240

Date:

1/15/20

By
:



Beth L. Savage
Federal Preservation Officer
General Services Administration
beth.savage@gsa.gov
(202) 208-1936

Date:

1-15-2020

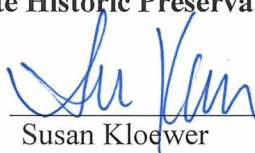
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SIGNATORIES

State Historic Preservation Office, State Historical Society of Iowa

By:



Susan Kloewer
State Historic Preservation Officer
State Historical Society of Iowa
Susan.Kloewer@iowa.gov (515) 281-8749

Date:



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SIGNATORIES

Advisory Council on Historic Preservation

By:



John Fowler
Executive Director
Advisory Council on Historic Preservation
jfowler@achp.gov
(202) 517-0200

Date:



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INVITED SIGNATORY

By:



Mark Raymie
Chairman
Marion County
mraymie@co.marion.ia.us
(641) 828-2231

Date:

1.15.20

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List of Exhibits

Exhibit A – APE

Map 1: Location of the APE in Knoxville, Iowa

Map 2: Properties Subject to Mitigation

Map 3: Existing Buildings with Designated Numbers and Street Names

Exhibit B – List of Buildings

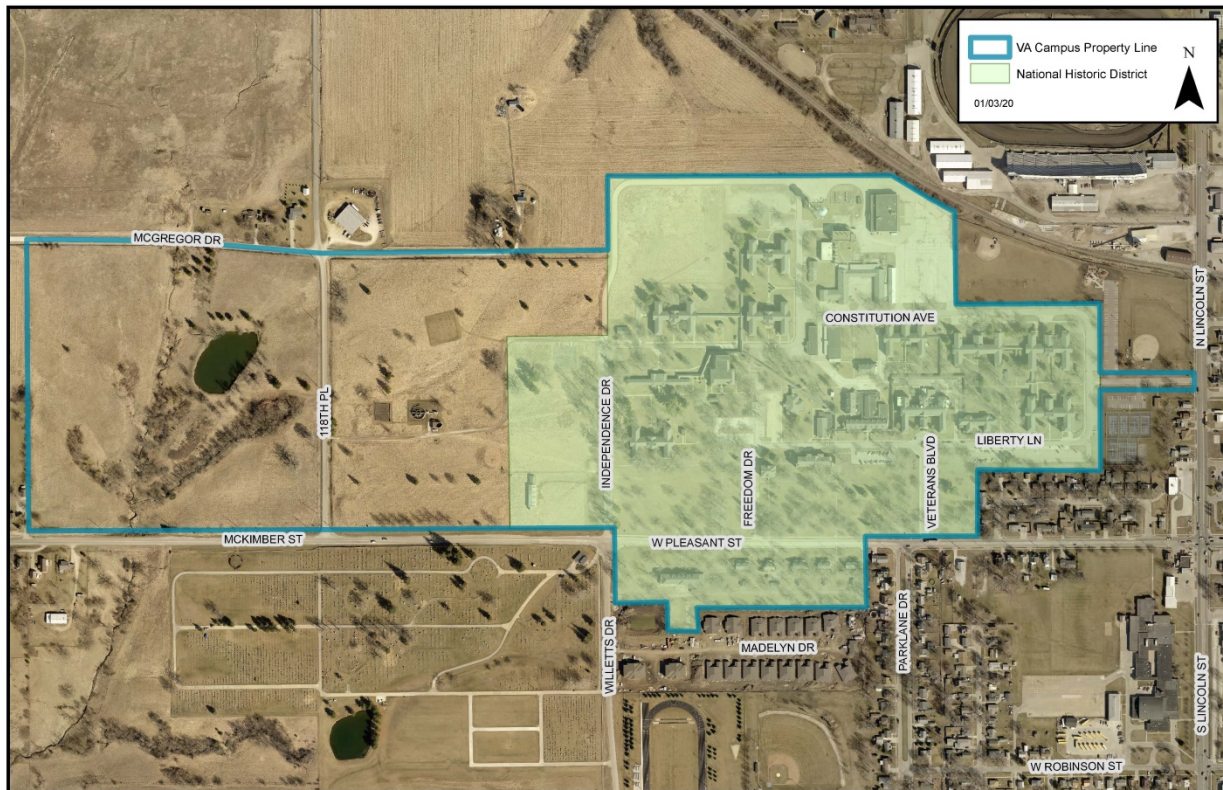
Exhibit C – Archaeological Resources Preservation Covenant

Exhibit D – *Memorandum of Agreement Between the Iowa State Historic Preservation Office, the County of Marion, and the City of Knoxville Regarding Post-Conveyance Identification, Mitigation, Minimization and Avoidance of Historic Resources at the Former Knoxville Veterans Affairs Campus Knoxville, Iowa*

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Exhibit A

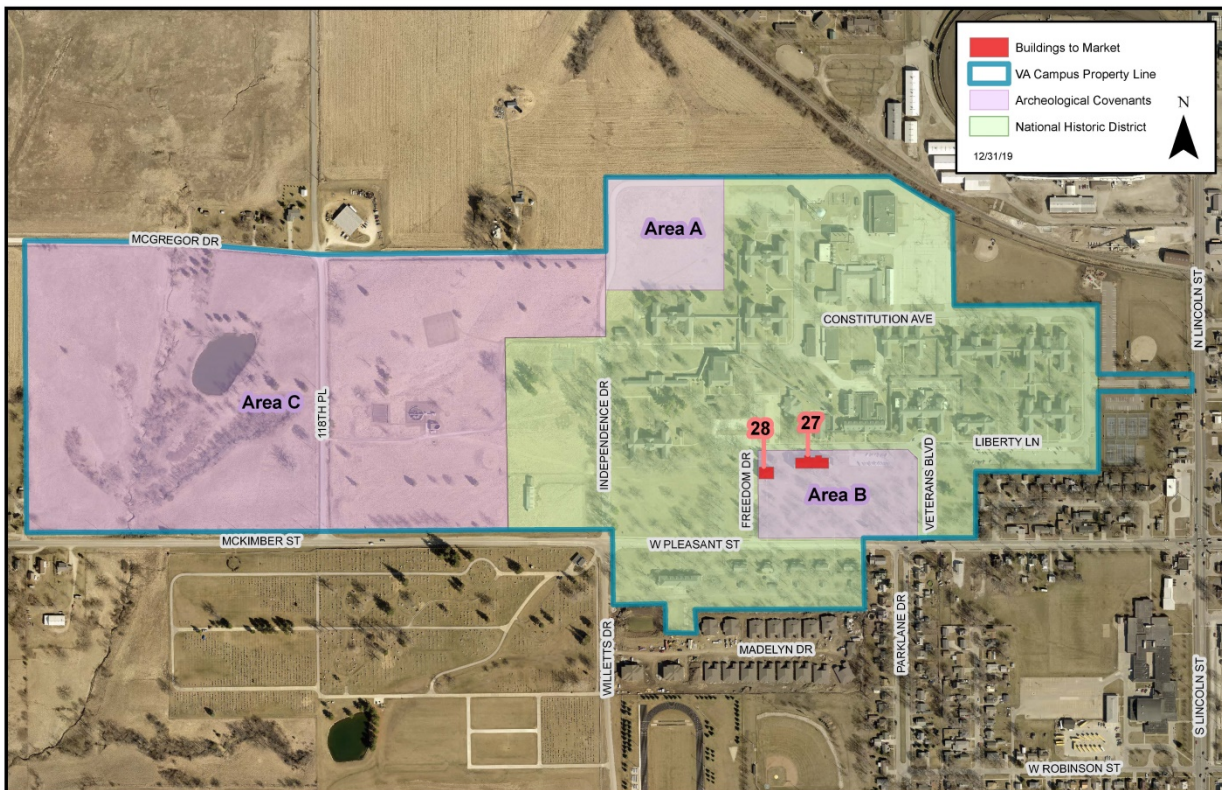
Map 1: Location of the APE in Knoxville, Iowa



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Exhibit A

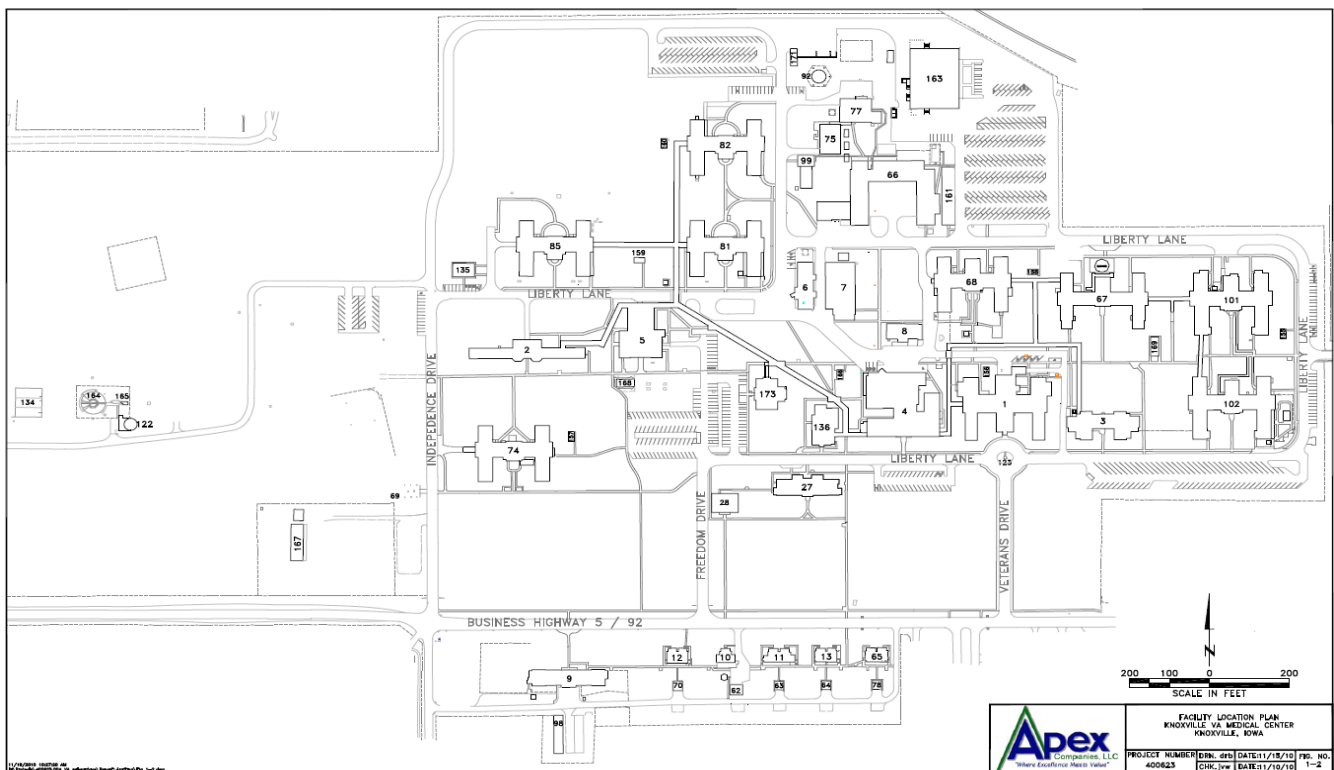
Map 2: Properties Subject to Mitigation



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Exhibit A

Map 3: Existing Buildings with Designated Numbers and Street Names



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Exhibit B – List of Buildings

Building #	Building Name
1	Main Hospital Bldg
2	Voc Therapy
3	Admin Offices
4	Dietetics
5	Aud, Rec, Police
6	Warehouse
7	A&MM Storage
8	Engineering
9	Quarters- Nurses
10	Vacant Single Family
11	Quarters Duplex
12	Quarters Duplex
13	Quarters Duplex
14	Connecting Corridors
27	Quarters
28	Admin Bldg
62	Garage
65	Quarters Duplex
66	Engineering Shops
67	Intermed Care
68	Canteen Admin
69	Cellar Storage
74	Patient Bldg
75	Chiller Plant
77	Boiler Plant
81	Mental Health
82	Admin Offices
85	Mental Health NU
99	Greenhouse
101	Nursing Home Care
102	DOM Admin
122	Digester
135	Golf House
136	Chapel
161	Bowling
163	Laundry
167	Storage on Parcel B
171	Aggregate Storage
173	Education
N/A	Garage

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Exhibit C - Archaeological Resources Preservation Covenant

HISTORIC AND CULTURAL PRESERVATION COVENANTS:

GRANTEE hereby covenants for themselves, their successors and assigns, and every successor in interest to the segments of the Property hereby conveyed, or any part thereof, that the Property is subject to the following conditions, restrictions and limitations, which are hereinafter identified and described as covenants running with the land described as:

- A. Subset Area A of the KVAHHD ("Area A"), described as the West 530 feet of the south ten (10) acres of the NW1/4 of the SW1/4, and the West 530 feet of the North 175 feet of the SW1/4 of the SW1/4 of Section 1, Township 75 North, Range 20 West of the 5th P.M., excluding paved roadway therein, being approximately 5.5 acres; and
- B. Subset Area B of the KVAHHD ("Area B"), legally described that part of the SW1/4 of Section 1, Township 75 North, Range 20 West of the 5th P.M. lying north of the north right-of-way line of Pleasant Street, south of the paved road known as Liberty Lane, east of the paved road known as Freedom Drive, and west of the paved road known as Veterans Drive, being approximately 390 feet by 715 feet, or 6.4 acres; and
- C. Subset Area C of the KVAHHD (Area "C"), the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and a part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) lying South of the centerline of McGregor Drive, except a portion in the Southeast corner deeded to the State of Iowa for Highway purposes Deed Book 62, page 333, all in Township Seventy-Five (75) North, Range Twenty (20) West of the 5th P.M. in the City of Knoxville, Marion County, Iowa and more particular described as follows: Beginning at the Southwest corner of said SW 1/4 of the SE 1/4 Section 2; thence North 00°09'30" West 1317.92 feet along the West line thereof to the Northwest corner; thence continuing North 00°09'30" West 68.02 feet along the West line of said NW 1/4 of the SE 1/4 Section 2 to the centerline of the public roadway known as McGregor Drive; thence South 89°22'20" East 560.95 feet along said centerline to the beginning of a 2000 foot radius curve to the right; thence along said curve 151.46 feet, concave Southerly, having chord bearing South 87°12'10" East 151.42 feet; thence South 85°01'55" East 590.67 feet along said centerline to the East line of said NW 1/4 of the SE 1/4; thence South 00°04'20" West 2.06 feet to the NE corner of said SW 1/4 of the SE 1/4; thence South 00°04'45" West 1241.30 feet along said East line to the North right of way line of the public roadway known as McKimber Drive; thence South 89°59'00" West 257.00 feet along the North line thereof; thence South 00°01'00" East 75.50 feet to the South line of said SW 1/4 of the SE 1/4; thence South 89°59'00" west 1038.10 feet along said

South line to the Point of Beginning, containing 40.23 acres and subject to the public roadways along the North and South sides thereof and any and all other easements and restrictions of record. The West line of said Southeast (SE 1/4) Section 2 is North 00°09'30" West using G.P.S. orientation.

- D. Subset Area C of the KVAHHD ("Area C"), the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Seventy-Five (75) North, Range Twenty (20) West of the 5th P.M. in the City of Knoxville, Marion County, Iowa except that part along the South and West sides deeded to the public for roadway purposes, Deed Book 62, page 333, and is more particularly described as follows: commencing at the Southeast corner of said SE 1/4 of the SE 1/4 Section 2; thence North 00°17'10" East 77.50 feet along the East line thereof to the Point of Beginning for this description; thence South 89°59'10" West 1229.12 feet along the North line of the public roadway known as McKimber Drive (Iowa Highway No. 5/92 Business); thence North 00°04'45" East 1241.41 feet along the East line of the public roadway known as 118th Place to the North line of said SE 1/4 of the SE 1/4; thence North 89°53'10" East 1233.63 feet along the North line to the Northeast corner; thence South 00°17'10" West 1243.59 feet along the East line to the Point of beginning, containing 34.78 acres and subject to the public roadway along the North side and any and all other easements and/or restrictions of record. The West line of said SE 1/4 of the SE 1/4 Section 2 is North 00°04'45" East using G.P.S. orientation, excepting that portion being occupied by the Schlotterback Cemetery, containing 0.34 acres.

In consideration of the title conveyance of the Property, Grantee hereby covenants and agrees for themselves, their successors and assigns the following:

- A. Marion County hereby covenants for itself, its successors and assigns, and every successor in interest to segments of the Property hereby initially conveyed to Marion County, specifically Area A, B, and C (see Map 2).
1. Marion County shall contract with professional archaeologists to complete a Phase I archaeological survey, as described herein, within 6 months of Grantee's receipt of title, to collect information about the location and distribution of archaeological resources, if any. This survey will include reconnaissance and shovel test. For each archaeological resource located, this survey will also include an assessment of whether the resource was previously subject to in-ground disturbance. For each archaeological resource located, the survey will include an analysis of what activities, both above ground and below ground, could result in further in-ground disturbances to the type of archaeological resource.
 2. Grantee, its successors and assigns, agrees that all contracted archaeologists shall meet the qualification standards outlined in the 2018 Guidelines for Archaeological Investigations in Iowa, or successor text, and be approved by the SHPO. All surveys will be conducted according to the survey standards described in the 2018 Guidelines, or successor text, for Archaeological Investigations in Iowa.

3. Grantee, its successors and assigns, agrees not to perform any activity causing in-ground disturbance to any archeological resource identified in the Phase I archaeological survey without first consulting a contracted archaeologist and with the SHPO.
 - a. Consultation is not necessary for projects that would result in disturbance only of areas that have already been recently excavated for foundations, basements and ponds, unless the area proposed to be excavated exceeds the previous disturbance in depth or footprint.
4. Grantee, its successors and assigns, agree to avoid, minimize or mitigate adverse effects to National Register of Historic Places (“NRHP”) eligible or listed underground archaeological sites, artifacts, and/or cultural resources.
5. Grantee, its successors and assigns, covenants and agrees that upon identification of an archaeological site, consultation with SHPO will occur to establish eligibility of the site for inclusion on the NRHP. If the SHPO finds that the site is eligible then all parties will continue to review consideration of alternatives to avoid, minimize, or mitigate any adverse effects to the eligible site until resolution is reached.
 - a. If the parties disagree with SHPO findings, follow internal dispute resolution for Department of Cultural Affairs.
6. Grantee, its successors and assigns, covenants and agrees that upon identification of an archaeological site, consultation with SHPO will occur to establish eligibility of the site for inclusion on the NRHP. If the SHPO finds that the site is not eligible, then parties may reform or release this covenant as described in H., below.

B. Curation and Data Management

1. Marion County will ensure that all of the data recovered including artifacts, field notes, and associated documentation will be permanently curated at the OSA curation facility in Iowa City or at an accredited facility within the state of Iowa that applies similar curation standards.
2. Marion County will retain ownership of all material and records resulting from activities associated with this project. Marion County will act as the legal steward of these materials and will assume all custodial responsibilities of data recovered.

C. Unanticipated Discoveries

1. Should any cultural resources be encountered during maintenance activities or any other use of the Property, the immediate area must be secured, the activity halted, and the SHPO must be contacted, and consultation promptly initiated with a qualified archaeologist (as defined by the 2018 Guidelines for Archaeological Investigations in Iowa, or successor text) to identify and evaluate the discovery and devise a plan to implement avoidance and site protection strategies or appropriate mitigation, if warranted.

2. Marion County shall ensure that their demolition contractor shall immediately cease demolition activities in the vicinity of a discovery should previously unidentified archaeological sites or unanticipated discoveries be encountered during any development of the property. Personnel should take all reasonable measures to avoid or minimize harm to the archaeological find(s) and /or avoid or minimize further unanticipated effects.
3. The person or persons encountering such properties or effects shall immediately notify Marion County at (641) 828-2231 Option 3 and the SHPO at (515) 281-5111. Construction or demolition activity in the area of such sites or effects shall not resume until consultation with SHPO has occurred to establish eligibility of the site for inclusion on the NRHP.
 - a. If the parties disagree with SHPO findings, follow internal dispute resolution for Department of Cultural Affairs.
4. If the resource is determined eligible for the National Register, Marion County shall prepare a plan for its avoidance, further protection, recovery of information, or destruction without data recovery. Such a plan shall be approved by the SHPO prior to implementation.
5. Work in the affected area shall resume pending either:
 - a. Development and implementation of an appropriate data recovery or other recommended mitigation procedure, or
 - b. Determination that the resource is not eligible for inclusion on the National Register.
6. Any disputes concerning the evaluation or treatment of previously unidentified resources will be resolved as provided in Section 5.B. of *Memorandum Of Agreement Between The Iowa State Historic Preservation Office, The County Of Marion, And The City Of Knoxville Regarding Post-Conveyance Identification, Mitigation, Minimization And Avoidance Of Historic Resources At The Former Knoxville Veterans Affairs Campus Knoxville, Iowa*.
7. Grantee will advise the Apache Tribe of Oklahoma, the Iowa Tribe of Kansas and Nebraska, the Iowa Tribe of Oklahoma, the Menominee Indian Tribe of Wisconsin, the Sac & Fox Nation of Missouri in Kansas and Nebraska, the Sac & Fox Nation of Oklahoma and the Sac & Fox Nation of the Mississippi in Iowa when archaeology studies are planned on the Property to obtain their concurrence or advice for conducting surveys for archaeological historic cultural resources herein described.
 - a. Apache Tribe of Oklahoma
Attn: Chairman Bobby Komardley
511 E. Colorado St.

Anadarko, OK 73005

- b. Iowa Tribe of Kansas and Nebraska
Attn: Lance M. Foster, Tribal Historic Preservation Officer
3345 B Thrasher Rd
White Cloud, KS 66094
 - c. Menominee Indian Tribe of Wisconsin
Attn: David Grignon, Tribal Historic Preservation Officer
Attn: Historic Preservation Department
W3426 County VV West
Keshena, WI 54135
 - d. Sac & Fox Nation of Missouri in Kansas and Nebraska
Attn: Chairperson Tiauna Carnes
305 North Main Street
Reserve, KS 66434
 - e. Sac & Fox Nation of Oklahoma
Attn: Chief Elizabeth Kay Rhoads
920883 S. Hwy 99 Bldg. A
Stroud, OK 74079
 - f. Sac & Fox of the Mississippi in Iowa
Attn: Johnathan L. Buffalo, Historic Preservation Director
349 Meskwaki Road
Tama, IA 52339
- D. Grantee covenants and agrees that requests made by the SHPO or a fully authorized representative thereof shall not be unreasonably denied when reasonable advance written notice to Marion County is made to inspect the Property in order to ascertain if the above conditions are being observed.
- E. Grantee agrees that this covenant is binding in perpetuity unless reformed or removed in concurrence with the SHPO. Restrictions, stipulations, and covenants contained herein shall be incorporated into any deed or other legal instrument by which they divest themselves of either the fee simple title or any other lesser estate in the Property or any part thereof. Grantee understands that the failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time, and that this covenant shall be a binding servitude upon the real property that includes the Property and shall be deemed to run with the land.
- F. This covenant shall constitute conclusive evidence that Grantee agrees to be bound by the foregoing conditions and restrictions and to perform obligations herein set forth.
- G. This covenant may be reformed or released upon written agreement and concurrence of Marion County and SHPO and properly recorded in the Marion County Recorder's Office.

Exhibit D

MEMORANDUM OF AGREEMENT BETWEEN THE IOWA STATE HISTORIC PRESERVATION OFFICE, THE COUNTY OF MARION, AND THE CITY OF KNOXVILLE REGARDING POST-CONVEYANCE IDENTIFICATION, MITIGATION, MINIMIZATION AND AVOIDANCE OF HISTORIC RESOURCES AT THE FORMER KNOXVILLE VETERANS AFFAIRS CAMPUS KNOXVILLE, IOWA

WHEREAS, this Memorandum of Agreement ("State/County/City MOA" or "State/County/City Agreement"), inclusive of all exhibits, is made as of this 15th day of January, 2020, by the Iowa State Historic Preservation Office ("SHPO"), the County of Marion ("County"), and the City of Knoxville ("City") (all referred to collectively herein as the "Signatories" or individually as a "Signatory") and pursuant to the *Memorandum of Agreement Between the U.S. General Services Administration, the Iowa State Historic Preservation Office, and the Advisory Council on Historic Preservation, Regarding the Conveyance of the Former Veterans Affairs Campus Knoxville, Iowa* ("Federal MOA" or "Federal Agreement") constitutes mitigation to resolve adverse effects associated with the proposed conveyance of the former Knoxville Veterans Affairs Medical Campus ("KVAMC" or "Property"), legally described in Appendix A, by the U.S. General Services Administration (GSA) to the County of Marion, Iowa. This State/County/City MOA is enforceable under provisions of the Iowa Code including but not limited to sections 303.1A(1)(a), 303.2(2), 303.5(1), and Iowa Administrative Code chapter 221—42 as well as resolution 2020-15 of the County and 01-04-20 of the City of Knoxville; and

WHEREAS, the Knoxville Veterans Affairs Hospital Historic District ("KVAHHD" or "Historic District") is listed in the National Register of Historic Places ("National Register" or "NRHP") for State and Local Significance under Criteria A (Historic Events) and C (Distinctive Characteristics) as a campus. The KVAHHD includes thirty-two (32) contributing buildings, one contributing (1) site (landscaped grounds), four (4) contributing structures. The facility was originally opened in 1920 on the property of the former Iowa State Hospital for Inebriates, and the first of the veterans' hospital buildings were completed in 1923; and

WHEREAS, according to the *Archaeological Overview and Assessment for Veterans Administration Medical Center* (The Ottery Group for The National Preservation Institute, November, 2011), the Property includes two (2) archeological sites, both classified as Euro-American farm or residence sites identified by the Office of the State Archeologist at the University of Iowa as Sites 13MA582 and 13MA585 ("Archaeological Sites"). Both are generally within the KVAHHD boundaries but have not been determined as eligible for listing in the National Register because they have not been evaluated; and

WHEREAS, the proposed conveyance of the Property will adversely affect the KVAHHD; and

WHEREAS, to address outstanding archaeological identification requirements, the Federal MOA provides that the *Archaeological Overview and Assessment for Veterans Administration Medical Center* will be supplemented by additional archaeological identification efforts, described in an Archaeological Preservation Covenant, which will be recorded at the time of transfer and runs with the land and also provides for preservation in certain circumstances; and

WHEREAS, the County, the City and the SHPO have agreed to the following stipulations that will commemorate the KVAHHD and minimize and mitigate the adverse effects of the planned demolition and prevent inadvertent destruction of significant archaeological resources; and

WHEREAS, nothing in this State/County/City MOA shall preclude, amend, or nullify the stipulations in the Federal MOA; and

NOW THEREFORE, the County, the City and the SHPO agree to the following stipulations:

STIPULATIONS

The Signatories agree that the following stipulations will inform the redevelopment of the Property:

1. Documentation and Interpretation

- A. Upon receipt of title but prior to transfer of the Property, County and City will utilize drone footage and archival documents provided by the GSA pursuant to the Federal MOA to develop historic interpretive components within the boundaries of the Property such as permanent signage and interpretive panels. These items will also be used to create interpretive panels used in temporary displays in public spaces including, but not limited to, Knoxville City Hall, Marion County Courthouse, and the Knoxville Public Library. The interpretive panels and temporary displays will be designed within two (2) years from the signing of this agreement and provided to SHPO for review and comment. SHPO will have 30 days to comment on this content once received. SHPO comments will be taken into consideration by the County and City. Prior to transfer of the Property, the County and City shall have one (1) year after receipt of SHPO comments to install interpretive panels and temporary displays. This documentation and interpretation is in addition to, and not replacement of, any requirements stipulated in the "Archaeological Identification and Preservation Covenant" found at Federal MOA, Exhibit C.

2. Commemoration of the Property through Landscape Design Elements

- A. Upon receipt of title but prior to transfer of the Property the following stipulations will be satisfied, in addition to, and not replacement of, those stipulated in the "Archaeological Identification and Preservation Covenant" found at Federal MOA, Exhibit C:
 - 1) Name any future developments on the Property the "Veterans District" with signage and within City and County publications depicting the area.
 - 2) Retain the historic names of the Property's streets and introduce complementary names for new streets developed on the Property.
 - 3) Retain or rehabilitate the character-defining features of Landscaped

Grounds (as identified Section 7, Item N., pgs 27-28 of KVAHHD NRHP nomination) along Pleasant Street and Veterans Drive.

- 4) Develop public amenities, such as walking paths, open spaces, plazas, etc. with signage commemorating historic structures.
- 5) An updated land use strategy will be provided to SHPO for review and comment. SHPO will provide written comments within 30 days of receipt of land use strategy documents with identified revisions. SHPO comments will be taken into consideration by County and City.

3. Archaeological Resources Identification

A. Upon receipt of title but prior to transfer of the Property or any ground disturbing activities on the Property, the following stipulations will be satisfied, in addition to, and not replacement of, those stipulated in the “Archaeological Identification and Preservation Covenant” found at Federal MOA, Exhibit C:

- 1) The County and City will contract with an archaeological consultant to conduct a Phase I cultural resource investigation, as defined in the 2018 Guidelines for Archaeological Investigations in Iowa, or successor text, of the following real properties:
 - a. Area A of the KVAHHD (“Area A”), legally described in the Federal MOA Exhibit C and depicted in the Federal MOA Exhibit A, Map 2.
 - b. Area B of the KVAHHD (“Area B”), legally described in the Federal MOA Exhibit C and depicted in the Federal MOA Exhibit A, Map 2.
 - c. Subset 1 of Area C of the KVAHHD (“Subset 1 of Area C”) (collectively with Subset 2 of Area C as, “Area C”), legally described as in the Federal MOA Exhibit C and depicted in the Federal MOA Exhibit A, Map 2.
 - d. Subset 2 of Area C the KVAHHD (“Subset 2 of Area C”) (collectively with Subset 1 of Area C as, “Area C”), legally described as in the Federal MOA Exhibit C and depicted in the Federal MOA Exhibit A, Map 2.
- 2) All activities outlined under this archaeological consultant contract shall be performed by or under the direct supervision of an archaeologist who meets or exceeds the Secretary of Interior’s professional qualifications for Historic and Prehistoric Archaeology. The principal investigator must be qualified to comprehend the theoretical approaches, develop research designs, and apply research and field methods that are

particular to these disciplines and appropriate for the resources that are identified in the *Archaeological Overview and Assessment for Veterans Administration Medical Center* (The Ottery Group for The National Preservation Institute, November, 2011). The City and County shall ensure that a final report encompassing the Phase I investigation shall be provided to the SHPO.

- a. SHPO will have 30 days to provide written comments on the report. SHPO comments will be taken into consideration by County and City.
- 3) Based on the recommendations provided by the archaeological consultant performing the Phase I cultural resource investigation, a monitoring and avoidance plan will be developed by the archaeological consultant for the City and County and provided to the SHPO in a timely fashion.
 - a. SHPO will have 30 days to provide written comment on the plan. SHPO comments will be taken into consideration by County and City.
- 4) All reports, plans, forms, or similar documents created by its archaeological consultant shall meet contemporary professional standards found in the 2018 Guidelines for Archaeological Investigations in Iowa, or successor text, including, but not limited to, declining to provide precise location data in a separate appendix if it appears that release of such data could jeopardize archaeological deposits.
- 5) Archaeological site forms shall be completed for all sites identified during the Phase I investigation. Copies of these archaeological site forms shall be filed with the Iowa Office of the State Archaeologist (OSA) within 30 days after they are completed. Updated forms shall be prepared for all previously recorded sites that are revisited during this investigation and copies shall be filed with the OSA within 30 days of completion. The principal investigator shall obtain official trinomial designations for each archaeological site discovered and shall reference these in all reports submitted to the SHPO for review and comment.
- 6) The following known but unevaluated sites shall be protected during demolition activities occurring on the Property until a Phase I archeological survey is complete and monitoring and avoidance plan is complete:
 - a. Sites 13MA582 and 13MA585 are located in the Northeast corner of the KVAHHD district boundary. These unevaluated sites are historic farmsteads initially identified and recorded in 2009 within

the Iowa Sites File maintained by the Office of the State Archaeologist.

- i. Due to the lack of known boundaries, the County and City will contract with an archaeological consultant to establish the physical boundaries of these sites.
- ii. The County and City shall erect a fence to identify the limits of the historic farmsteads. Orange snow fencing shall be used as a fencing barrier.
- iii. The fencing should be unmarked in nature, other than as a "sensitive" or "protected" area. No reference will be made to archaeological sites in construction plans or signage.
- iv. In all contracts with contractors to be present at any time during demolition activities on the Property, the County and City shall prohibit all machinery from being used or stored on Sites 13MA582 and 13MA585.

4. Unanticipated Discoveries

- A. Should any previously unidentified archaeological sites or unanticipated discoveries be encountered during any use of the Property, the County and City must secure the immediate area, halt activity, contact the SHPO, and promptly consult with a qualified archaeologist as defined by the 2018 Guidelines for Archaeological Investigations in Iowa, or successor text, to identify and evaluate the discovery and devise a plan to implement avoidance and site protection strategies or appropriate mitigation, if warranted.
- B. The County and City shall ensure that all contractors and their subcontractors shall immediately cease demolition activities in the vicinity of a discovery should previously unidentified archaeological sites or unanticipated discoveries be encountered during any development of the property. The County and City and their contractors and subcontractors will take all reasonable measures to avoid or minimize harm to the previously unidentified archaeological sites or unanticipated discoveries and /or avoid or minimize further unanticipated effects.
- C. The person or persons encountering such previously unidentified archaeological sites or unanticipated discoveries shall immediately notify the County and City and the SHPO pursuant to Section 6(N) of this State/County/City MOA. Construction or demolition activity in the area of such sites or effects shall not resume until consultation with SHPO has occurred to establish eligibility of the site for inclusion on the NRHP.

- 1) If the parties disagree with SHPO findings, follow internal dispute resolution for Department of Cultural Affairs.
- D. If the previously unidentified archaeological site or unanticipated discovery is determined eligible for the National Register, the County and City shall prepare a plan for its avoidance, further protection, recovery of information, or destruction without data recovery. Such a plan shall be approved by the SHPO prior to implementation
- E. No work within the affected area and a 100m buffer around the central point of the previously unidentified archaeological sites or unanticipated discoveries can resume until:
 - 1) City and County develops and implements an appropriate data recovery or other recommended mitigation procedure has been consulted upon and approved by the SHPO; or
 - 2) City and County determines that the resource is not eligible for inclusion on the NRHP based on the recommendation of the contracted archaeologist who meets or exceeds the Secretary of Interior's professional qualifications for Historic and Prehistoric Archaeology and in consultation with the SHPO.
- F. Iowa Law protects all human remains and grave-associated funerary objects regardless of their cultural or ethnic affiliation (*Iowa Code* 144.34 and 263B.7 through 263B.9, the *Iowa Administrative Code* Section 685, Chapter 11). At all times during execution of project activities the County and City shall ensure that if human remains and/or grave associated objects are encountered all such activities shall cease immediately within the area. The County and City will secure the area and the discovery will be left in place with no further disturbance. A tarp, plastic sheeting, or other appropriate covering will be placed over the exposed remains and weighted with loose soil along the edges and the top. The State Archaeologist (319) 384-0740, local authorities, and the SHPO will be contacted immediately.

5. Marketing and Sales Process for Preservation of Buildings 27 and 28

- A. Upon the County's receipt and acceptance of title to the Property from GSA, the County and City shall engage in a marketing and sales effort to identify preservation redevelopment for Buildings 27 and 28 of the KVAHHD.
- B. The County and City will market Buildings 27 and 28 of the KVAHHD through media outlets. The County and City shall submit proposed marketing materials and allow the SHPO at least 15 days to review and approve or reject the proposed marketing materials.
- C. The County and City shall develop a Request for Proposal (RFP) and shall

provide the SHPO at least 30 days to comment upon the draft RFP. The County and City shall not issue the RFP until it is approved by the SHPO. The RFP shall specify how the City and County shall review proposals, the minimum preservation requirements of purchaser of Buildings 27 and 28 of the KVAHHD, any preservation grants and historic preservation tax incentive. The RFP shall specify that the level of preservation offered by financially viable respondents is its top-weighted priority factor. All evaluations of a viable respondent's ability to meet its preservation obligations shall be based on their proposal's adherence to the 2017 The Secretary of the Interior's Standards for the Treatment of Historic Properties, or successor text.

- D. The County and City shall provide the SHPO with any responses received to the RFP. The SHPO will have at least 30 days to review and comment upon any responses received to the RFP.
- E. The County and City shall only convey title to Buildings 27 and 28 of the KVAHHD and the land thereunder if a respondent is able to meet the requirements in the RFP. The County and City will notify the SHPO within 30 days of any conveyance.
- F. In consultation with the County and City, SHPO will provide information on, and requirements of, any state or federal preservation incentives available for the rehabilitation of the Buildings 27 and 28 to respondents that meet the requirements in the RFP.
- G. If at the end of the RFP and marketing period, the County and City, in consultation with the SHPO, determine that no viable preservation or adaptive reuse is presented, then no additional requirements or restrictions will apply to Buildings 27 and 28 of the KVAHHD. The County and City will notify the SHPO within 30 days of any final determination that no viable preservation or adaptive reuse is presented.

6. Administrative Conditions

- A. Modification and Amendment. This State/County/City MOA may only be amended in writing and by mutual consent of the parties. The parties may amend this State/County/City MOA at any time.
- B. Termination.
 - 1) This State/County/City MOA may be terminated with no notice if, in the sole opinion of the SHPO, the legislature or governor deappropriate, suspend, fail to appropriate, or fail to allocate, funds sufficient for the SHPO to meet its obligations under the State/County/City MOA. Additionally, this State/County/City MOA may be terminated with no notice if, in the sole opinion of the SHPO, the legislature or governor materially alters the SHPO's authorization to conduct the activities

contemplated in in this State/County/City MOA, its duties, its responsibilities, or its programs.

- 2) The SHPO may terminate this State/County/City MOA due to the material breach of the Contract by any Signatory if such breach is not cured within sixty days after receipt of a written notice of breach and demand for cure.
- C. Indemnity. The County and City agree to hold the State of Iowa, the SHPO, and their agents harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the State, the SHPO, and their agents may incur or sustain by reason of:
- 1) The failure of any Signatory or their agents to fully perform and comply with the terms and obligations of this State/County/City MOA; or
 - 2) Any Signatory's or its agents' negligent, intentional, or wrongful acts or omissions.
- D. Duration. This State/County/City MOA shall apply from the date of execution until the Signatories have satisfied all requirements of this State/County/City MOA and divested themselves of all title to the entire Property.
- E. Choice of law and forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this State/County/City MOA without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this State/County/City MOA, the exclusive jurisdiction for the proceeding shall be brought in the Polk County District Court for the State of Iowa, Des Moines, Iowa or the United States District Court for the Southern District of Iowa, as applicable.
- F. Assignment and delegation. The duties or obligations of this State/County/City MOA may not be assigned, transferred, delegated or conveyed in whole or in part without the prior written consent of the other party. Any assignment, transfer, delegation or conveyance in violation of this provision is void.
- G. Severability. If any provision of this State/County/City MOA is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this State/County/City MOA.
- H. Force Majeure. Neither party shall default under this State/County/City MOA if performance is delayed or made impossible by an act of God, war, civil disturbance or similar events and not the control, negligence, or fault of the party asserting force majeure. Force majeure events do not include financial or operations difficulty of the Signatories or their affiliates due to recession, subcontractor conduct, supply chain disruption, or regulation. The party asserting

force majeure must inform the other party immediately.

- I. Integration and priority. This State/County/City MOA represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract. To the extent the two conflict, the language of this State/County/City MOA holds priority over the language of any language incorporated via an appendix, exhibit, or any other attachment.
- J. Not a joint venture. Nothing in this State/County/City MOA shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto.
- K. Waiver. Except as provided by explicit written waiver signed by the parties, failure by either party to require performance or claim breach shall not be construed as affecting subsequent assertion of those rights.
- L. Third-party liability. The parties agree that the State, the SHPO, and their employees, agents, successors, and assigns are immune from liability and suit for or from any Signatory's or subcontractors' activities involving third parties and arising from the State/County/City MOA.
- M. Third-party beneficiaries. There are no third-party beneficiaries to this State/County/City MOA. This Contract is intended only to benefit the SHPO and the Signatories.
- N. Review and Appeal of the SHPO. Review and appeal of recommendations and decisions of the SHPO shall proceed as required by law, including but not limited to, Iowa Administrative Code rule 223—42.7.
- O. Notice. Any notice or other communication required or permitted to be given under this MOA will be sufficiently given or delivered if provided in writing and transmitted by personal messenger, certified mail, return receipt requested, or overnight delivery service with receipt confirmation, and addressed as follows:

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

Attn: Deputy State Historic Preservation Officer
Iowa Department of Cultural Affairs
State Historical Society of Iowa
State Historic Preservation Office
600 E. Locust St.
Des Moines, IA 50319

2) In the case of a notice or communication to the County and City:

Attn: Mayor Brian Hatch
City of Knoxville
Office of the Mayor
305 S. Third Street
Knoxville, IA 50138

Attn: Chairman Mark Raymie
Marion County
Board of Supervisors
214 East Main Street
Knoxville, IA 50138

1 **MEMORANDUM OF AGREEMENT BETWEEN THE IOWA STATE HISTORIC**
2 **PRESERVATION OFFICE, THE COUNTY OF MARION, AND THE CITY OF**
3 **KNOXVILLE REGARDING POST-CONVEYANCE IDENTIFICATION,**
4 **MITIGATION, MINIMIZATION AND AVOIDANCE OF HISTORIC RESOURCES**
5 **AT THE FORMER KNOXVILLE VETERANS AFFAIRS CAMPUS KNOXVILLE,**
6 **IOWA**

7
8 The parties hereto execute this MOA on the dates hereinafter identified.

9 SIGNATORIES

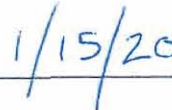
10 **City of Knoxville**

By:



11 Brian Hatch
12 Mayor
13 City of Knoxville
14 bhatch@knoxvilleia.gov
15 (641) 891-3574
16
17

Date:



1 **MEMORANDUM OF AGREEMENT BETWEEN THE IOWA STATE HISTORIC**
2 **PRESERVATION OFFICE, THE COUNTY OF MARION, AND THE CITY OF**
3 **KNOXVILLE REGARDING POST-CONVEYANCE IDENTIFICATION,**
4 **MITIGATION, MINIMIZATION AND AVOIDANCE OF HISTORIC RESOURCES**
5 **AT THE FORMER KNOXVILLE VETERANS AFFAIRS CAMPUS KNOXVILLE,**
6 **IOWA**

7
8 The parties hereto execute this MOA on the dates hereinafter identified.

9 SIGNATORIES

10 **Marion County**

11 By:

12 Mark Raymie
13 Chairman
14 Marion County
15 mraymie@co.marion.ia.us
16 (641) 828-2231
17

Date:

1.15.20

**MEMORANDUM OF AGREEMENT BETWEEN THE IOWA STATE HISTORIC
PRESERVATION OFFICE, THE COUNTY OF MARION, AND THE CITY OF
KNOXVILLE REGARDING POST-CONVEYANCE IDENTIFICATION,
MITIGATION, MINIMIZATION AND AVOIDANCE OF HISTORIC RESOURCES
AT THE FORMER KNOXVILLE VETERANS AFFAIRS CAMPUS KNOXVILLE,
IOWA**

The parties hereto execute this MOA on the dates hereinafter identified.

SIGNATORIES

State Historic Preservation Office, State Historical Society of Iowa

By:



Susan Kloewer
State Historic Preservation Officer
State Historical Society of Iowa
Susan.Kloewer@iowa.gov (515) 281-8749

Date:

1/14/2020

Appendix A

A. The Property is legally described as follows:

All of the following described real estate situates at 1515 W. Pleasant Street, in the City of Knoxville, in the County of Marion, in the State of Iowa, to wit:

Being a portion of the property acquired by Deed and Patent from the State of Iowa to the United States of America, Document No. 3168, dated 27 Jul 1922, recorded 11 Dec 1922, in Volume 3, Pages 261-267, records of the Marion County Clerk, all of Quitclaim Deed from the Chicago, Rock Island and Pacific R.R. Co. to the United States of America, dated Document #8193, dated 2 Nov 1938, recorded 25 Oct 1939, Land Deed Record 68, Page 290, records of the Marion County Clerk and all of Quitclaim Deed from Elmo B. McCoy; et. al, to the United States of America, dated 27 Aug 1940, Document #6723, Land Deed Record 68, Page 456, records of Marion County Clerk, more particularly described as follows:

DESCRIPTION - Parcel "A" OF THE SW¼ OF SECTION 1-T75N-R20W

A portion of the Southwest Quarter of Section 1, of Township 75 North, Range 20 West, of the Fifth Principal Meridian, Knoxville, Marion County, Iowa, described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of Section 1, Township 75 North, Range 20 West of the Fifth Principal Meridian, Knoxville, Marion County, Iowa; Thence, N00°02'02"E, along the West Line of the North 5 acres of the Northwest Quarter of said Southwest Quarter, 330.30 feet, to the Northwest Corner thereof; Thence N89°35'44"E, along the North Line of said North 5 acres, 889.38 feet, to the Point of Beginning; Thence continuing N89°35'44"E, along said North Line, 383.64 feet, to a Point on the Westerly Right-of-Way Line of the Railroad; Thence Southeasterly, 329.83 feet, along said Westerly Right-of-Way Line on a 2887.45 foot radius curve, concave Northeasterly, whose 329.65 foot chord bears S59°35'32"E; Thence S00°25'57"E, 412.20 feet; Thence S89°31'07"W, 670.12 feet; Thence N00°05'36"W, 581.97 feet, to the Point of Beginning. Said Parcel of Land contains 8.35 Acres, and is subject to easements and restrictions of record; and

DESCRIPTION - Parcel "B" OF THE SW¼ OF SECTION 1 AND THE SE¼ QUARTER OF SECTION 2 BOTH IN T75N-R20W

A portion of the Southwest Quarter of Section 1 and the Southeast Quarter of Section 2 both in Township 75 North, Range 20 West, of the Fifth Principal Meridian, Knoxville, Marion County, Iowa, described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of Section 1, Township 75 North, Range 20 West of the Fifth Principal

Meridian, Knoxville, Marion County, Iowa; Thence N00°02'02"E, along the West line of the South 5 acres of the Northwest Quarter of said Southwest Quarter, 330.30 feet, to the Northwest Corner thereof: thence N89°35'44"E, along the North line of said South 5 acres 889.38 feet; thence S00°05'36"E, 581.97 feet; thence N89°31'07"E, 1313.28 feet; thence S00°22'31"E, 313.45 feet; thence N89°16'08"E, 422.51 feet to a point on the West Right-of-Way line of Lincoln Street; thence S00°07'13"E, along said West Right-of-Way line, 74.97 feet; thence S89°16'32"W, 422.20 feet; thence S00°22'11"E, 366.73 feet, to a point on the North line of Cooley & Hansen Addition, in accordance with the plat thereof recorded in plat book 54, at page 463, in the records of the Marion County Recorder's Office; thence S89°49'15"W, along said North line, 551.27 feet, to the Northwest Corner of said Cooley & Hansen Addition; thence S00°13'02"E, along the West line of said Cooley & Hansen Addition, 289.26 feet, to its intersection with the North Right-of-Way line of Pleasant Drive; thence S89°38'10"W, along said North Right-of-Way line, 1,625.86 feet; thence N00°32'12"W, 47.50 feet, to a point on the North Right-of-Way line, 1,625.86 feet; thence N00°32'12"W, 47.50 feet, to a point on the North Right-of-Way line of McKimber Drive. Thence S89°33'44"W, along said North Right-of-Way line, 1,228.98 feet; thence S89°54'10"W, along said North Right-of-Way line 66.15 feet: thence S89°42'26"W, along said North Right-of-Way line, 256.98 feet; thence S00°17'45"E, 77.45 feet, to a point on the South Right-of-Way line of said McKimber Drive; thence S89°44'29"W, along said South Right-of-Way line, 1038.13 feet, to the Southwest Corner of the Southwest of Southwest Quarter of the Southeast Quarter of Section 2, Township 75 North, Range 20 West of the Fifth Principal Meridian; thence N00°24'22"W, along the west line of the Southwest Quarter of the Southeast Quarter of Section 2, Township 75 North, Range 20 West of the Fifth Principal Meridian, a distance of 1,317.92 feet, to the Northwest Corner of the Southwest Quarter of the Southeast Quarter of said Section 2; thence N00°20'44"W, 67.99 feet, to the centerline of McGregor Drive; thence S89°36'40"E, along said centerline, 560.85 feet; thence Southeasterly along said centerline, 151.44 feet, along an arc of a 2,000.00 foot radius curve, concave Southwesterly, whose 151.40 foot chord bears S87°27'26"E; thence S89°59'57"E, along said centerline, 590.97 feet, to the Northeast Corner of said Southwest Quarter of the Southeast Quarter; thence N88°36'02"E, along the north line of the Southeast Quarter of the Southeast Quarter of Section 2, Township 75 North, Range 20 West of the Fifth Principal Meridian, 66.03 feet; thence continuing N89°36'02"E, along the north line of said Section Quarter, 1,233.60 feet, to the point of beginning. Said area contains 138.87 acres (6,049,116 square feet), excluding the 66.00 foot wide right-of-way of 118th Place, and Schlotterback Cemetery, and is subject to easements and restrictions of record. Said Parcel "B" contains 136.65 net acres; and

DESCRIPTION – PARCEL "C" OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12

A portion of the Northwest Quarter of the Northwest Quarter of Section 12, Township 75 North, Range 20 West, of the Fifth Principal Meridian, Knoxville, Marion County,

Iowa, described as follows:

Commencing at the Northwest Corner of Section 12, Township 75 North, Range 20 West of the Fifth Principal Meridian, Knoxville, Marion County, Iowa; Thence S00°51'08"E, along the West Line of said Section 12, a distance of 30.00 feet, to its intersection with the South Right-of-Way Line of Pleasant Drive (Iowa #5, Business #92), and the Point of Beginning; Thence N89°38'10"E, along said South Right-of-Way Line, 533.44 feet; Thence S00°21'50"E, 249.87 feet; Thence S89°38'31"W, 131.87 feet; Thence S00°26'13"E, 101.66 feet; Thence S89°44'53"W, 132.83 feet; Thence N00°13'23"W, 130.28 feet; Thence S89°34'44"W, 267.30 feet, to a Point on the West Line of said Section 12; Thence N00°51'08"W, 221.25 feet to the Point of Beginning. Said Parcel of Land contains 3.19 Acres, and is subject to easements and restrictions of record; and

DESCRIPTION – PARCEL "D" OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12

A portion of the Northwest Quarter of the Northwest Quarter of Section 12, Township 75 North, Range 20 West, of the Fifth Principal Meridian, Knoxville, Marion County, Iowa, described as follows:

Commencing at the Northwest Corner of Section 12, Township 75 North, Range 20 West of the Fifth Principal Meridian, Knoxville, Marion County, Iowa; Thence S00°51'08"E, along the West Line of said Section 12, a distance of 30.00 feet, to its intersection with the South Right-of-Way Line of Pleasant Drive (Iowa #5, Business #92); Thence N89°38'10"E, along said South Right-of-Way Line, 533.44 feet, to the Point of Beginning; Thence continuing N89°38'10"E, along said South Right-of-Way Line, 135.00 feet; Thence S00°21'50"E, 249.89 feet; Thence S89°38'31"W, 135.00 feet; Thence N00°21'50"W, 249.87 feet, to the Point of beginning. Said Parcel of Land contains 33,734 square feet, and is subject to easements and restrictions of record; and

DESCRIPTION – PARCEL "E" OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12

A portion of the Northwest Quarter of the Northwest Quarter of Section 12, Township 75 North, Range 20 West, of the Fifth Principal Meridian, Knoxville, Marion County, Iowa, described as follows:

Commencing at the Northwest Corner of Section 12, Township 75 North, Range 20 West of the Fifth Principal Meridian, Knoxville, Marion County, Iowa; Thence S00°51'08"E, along the West Line of said Section 12, a distance of 30.00 feet, to its intersection with the South Right-of-Way Line of Pleasant Drive (Iowa #5, Business #92); Thence N89°38'10"E, along said South Right-of-Way Line, 533.44 feet; Thence continuing N89°38'10"E, along said South Right-of-Way Line, 135.00 feet, to the Point of Beginning; Thence continuing N89°38'10"E, 126.27 feet; Thence

S00°21'50"E, 249.90 feet; Thence S89°38'31"W, 126.27 feet; Thence N00°21'50"W, 249.89 feet, to the Point of beginning. Said Parcel of Land contains 31,554 square feet, and is subject to easements and restrictions of record; and

DESCRIPTION – PARCEL "F" OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12

A portion of the Northwest Quarter of the Northwest Quarter of Section 12, Township 75 North, Range 20 West, of the Fifth Principal Meridian, Knoxville, Marion County, Iowa, described as follows:

Commencing at the Northwest Corner of Section 12, Township 75 North, Range 20 West of the Fifth Principal Meridian, Knoxville, Marion County, Iowa; Thence S00°51'08"E, along the West Line of said Section 12, a distance of 30.00 feet, to its intersection with the South Right-of-Way Line of Pleasant Drive (Iowa #5, Business #92); Thence N89°38'10"E, along said South Right-of-Way Line, 533.44 feet; Thence continuing N89°38'10"E, along said South Right-of-Way Line, 135.00 feet; Thence continuing N89°38'10"E, along said South Right-of-Way Line, 126.27 feet, to the Point of Beginning; Thence continuing N89°38'10"E, along said South Right-of-Way Line, 128.00 feet; Thence S00°21'50"E, 249.91 feet; Thence S89°38'31"W, 128.00 feet; Thence N00°21'50"W, 249.90 feet, to the Point of beginning. Said Parcel of Land contains 31,988 square feet, and is subject to easements and restrictions of record; and

DESCRIPTION – PARCEL "G" OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12

A portion of the Northwest Quarter of the Northwest Quarter of Section 12, Township 75 North, Range 20 West, of the Fifth Principal Meridian, Knoxville, Marion County, Iowa, described as follows:

Commencing at the Northwest Corner of Section 12, Township 75 North, Range 20 West of the Fifth Principal Meridian, Knoxville, Marion County, Iowa; Thence S00°51'08"E, along the West Line of said Section 12, a distance of 30.00 feet, to its intersection with the South Right-of-Way Line of Pleasant Drive (Iowa #5, Business #92); Thence N89°38'10"E, along said South Right-of-Way Line, 533.44 feet; Thence continuing N89°38'10"E, along said South Right-of-Way Line, 135.00 feet; Thence continuing N89°38'10"E, along said South Right-of-Way Line, 126.27 feet; Thence continuing N89°38'10"E, along said South Right-of-Way Line, 128.00 feet, to the Point of Beginning; Thence continuing N89°38'10"E, along said South Right-of-Way Line, 115.00 feet; Thence S00°21'50"E, 249.92 feet; Thence S89°38'31"W, 115.00 feet; Thence N00°21'50"W, 249.91 feet, to the Point of beginning. Said Parcel of Land contains 28,740 square feet, and is subject to easements and restrictions of record; and

DESCRIPTION – PARCEL "H" OF THE NORTHWEST QUARTER OF THE

NORTHWEST QUARTER OF SECTION 12

A portion of the Northwest Quarter of the Northwest Quarter of Section 12, Township 75 North, Range 20 West, of the Fifth Principal Meridian, Knoxville, Marion County, Iowa, described as follows:

Commencing at the Northwest Corner of Section 12, Township 75 North, Range 20 West of the Fifth Principal Meridian, Knoxville, Marion County, Iowa; Thence S00°51'08"E, along the West Line of said Section 12, a distance of 30.00 feet, to its intersection with the South Right-of-Way Line of Pleasant Drive (Iowa #5, Business #92); Thence N89°38'10"E, along said South Right-of-Way Line, 533.44 feet; Thence continuing N89°38'10"E, along said South Right-of-Way Line, 135.00 feet; Thence continuing N89°38'10"E, along said South Right-of-Way Line, 126.27 feet; Thence continuing N89°38'10"E, along said South Right-of-Way Line, 128.00 feet, to the Point of Beginning; Thence continuing N89°38'10"E, along said South Right-of-Way Line, 115.00 feet, to the Point of Beginning; Thence continuing N89°38'10"E, along said South Right-of-Way Line, 120.00 feet; Thence S00°44'26"E, 249.94 feet; Thence S89°38'31"W, 121.64 feet; Thence N00°21'50"W, 249.92 feet, to the Point of beginning. Said Parcel of Land contains 30,196 square feet, and is subject to easements and restrictions of record.

Tax Parcel ID (Or Assessor's Parcel Numbers): 0897600200, 0978745000, 0978745500 and 0998600000.

The above described tracts of land containing 151.78 acres, more or less, located at 1515 W. Pleasant Street, Knoxville, Iowa 50138, constitutes the Property.

- B. Area A of the KVAHHD ("Area A"), legally described as the West 530 feet of the south ten (10) acres of the NW1/4 of the SW1/4, and the West 530 feet of the North 175 feet of the SW1/4 of the SW1/4 of Section 1, Township 75 North, Range 20 West of the 5th P.M., excluding paved roadway therein, being approximately 5.5 acres; and
- C. Area B of the KVAHHD ("Area B"), legally described as that part of the SW1/4 of Section 1, Township 75 North, Range 20 West of the 5th P.M. lying north of the north right-of-way line of Pleasant Street, south of the paved road known as Liberty Lane, east of the paved road known as Freedom Drive, and west of the paved road known as Veterans Drive, being approximately 390 feet by 715 feet, or 6.4 acres; and
- D. Subset 1 of Area C of the KVAHHD ("Subset 1 of Area C") (collectively with Subset 2 of Area C, "Area C"), legally described as the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and a part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) lying South of the centerline of McGregor Drive, except a portion in the Southeast corner deeded to the State of Iowa for Highway purposes Deed Book 62, page 333, all in Township Seventy-Five (75) North, Range Twenty (20) West of the 5th P.M. in the City of Knoxville, Marion County, Iowa and more particular described as follows: Beginning at the Southwest corner of said SW 1/4 of

the SE 1/4 Section 2; thence North 00°09'30" West 1317.92 feet along the West line thereof to the Northwest corner; thence continuing North 00°09'30" West 68.02 feet along the West line of said NW 1/4 of the SE 1/4 Section 2 to the centerline of the public roadway known as McGregor Drive; thence South 89°22'20" East 560.95 feet along said centerline to the beginning of a 2000 foot radius curve to the right; thence along said curve 151.46 feet, concave Southerly, having chord bearing South 87°12'10" East 151.42 feet; thence South 85°01'55" East 590.67 feet along said centerline to the East line of said NW 1/4 of the SE 1/4; thence South 00°04'20" West 2.06 feet to the NE corner of said SW 1/4 of the SE 1/4; thence South 00°04'45" West 1241.30 feet along said East line to the North right of way line of the public roadway known as McKimber Drive; thence South 89°59'00" West 257.00 feet along the North line thereof; thence South 00°01'00" East 75.50 feet to the South line of said SW 1/4 of the SE 1/4; thence South 89°59'00" west 1038.10 feet along said South line to the Point of Beginning, containing 40.23 acres and subject to the public roadways along the North and South sides thereof and any and all other easements and restrictions of record. The West line of said Southeast (SE 1/4) Section 2 is North 00°09'30" West using G.P.S. orientation.

- E. Subset 2 of Area C of the KVAHHD ("Subset 2 of Area C") (collectively with Subset 1 of Area C as, "Area C"), legally described as the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Seventy-Five (75) North, Range Twenty (20) West of the 5th P.M. in the City of Knoxville, Marion County, Iowa except that part along the South and West sides deeded to the public for roadway purposes, Deed Book 62, page 333, and is more particularly described as follows: commencing at the Southeast corner of said SE 1/4 of the SE 1/4 Section 2; thence North 00°17'10" East 77.50 feet along the East line thereof to the Point of Beginning for this description; thence South 89°59'10" West 1229.12 feet along the North line of the public roadway known as McKimber Drive (Iowa Highway No. 5/92 Business); thence North 00°04'45" East 1241.41 feet along the East line of the public roadway known as 118th Place to the North line of said SE 1/4 of the SE 1/4; thence North 89°53'10" East 1233.63 feet along the North line to the Northeast corner; thence South 00°17'10" West 1243.59 feet along the East line to the Point of beginning, containing 34.78 acres and subject to the public roadway along the North side and any and all other easements and/or restrictions of record. The West line of said SE 1/4 of the SE 1/4 Section 2 is North 00°04'45" East using G.P.S. orientation, excepting that portion being occupied by the Schlotterback Cemetery, containing 0.34 acres.

Map of Property and Areas A, B, and C.

