

**MEMORANDUM OF AGREEMENT
AMONG THE U.S. GENERAL SERVICES ADMINISTRATION,
THE U.S. DEPARTMENT OF AGRICULTURE,
THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
REGARDING THE CONVEYANCE OF THE FORMER SOUTHEASTERN
REGIONAL VEGETABLE BREEDING LABORATORY,
CHARLESTON, SOUTH CAROLINA.**

WHEREAS, this Memorandum of Agreement (“MOA” or “Agreement”), inclusive of all exhibits, is made as of this 24th day of July, 2018, by the U.S. General Services Administration (“GSA”), as lead agency, the U.S. Department of Agriculture (“USDA”), the South Carolina 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 CFR Part 800; and

WHEREAS, USDA is the federal agency that has administrative control, custody and accountability, on behalf of the United States, of the 3.23 acre former Southeastern Regional Vegetable Breeding Laboratory, also known as the U.S. Vegetable Laboratory, the real property located along the south side of U.S. Route 17 at 2875 Savannah Highway, Charleston, S.C. (“Property”) that is the subject of this MOA; and

WHEREAS, in 2009, the Agricultural Research Service (ARS), part of USDA, vacated the 3.23 acre parcel and relocated to a new U.S. Vegetable Laboratory across the street at 2700 U.S. Route 17; and

WHEREAS, in September 2014, USDA determined the Property excess to the agency’s needs and, pursuant to the Property Act (40 U.S.C § 101 et. seq.), submitted the Property’s Report of Excess to GSA; and

WHEREAS, GSA completed screening efforts and determined there was no federal interest in the Property, pursuant to the Property Act disposal process. GSA found that the Property is zoned C-Conservation; no legally permissible redevelopment is compliant with Charleston City Zoning Department because the subject land area is less than 15 acres. Based on local zoning, the parcel can only be made available for assemblage of a surrounding tract of land; and

WHEREAS, when GSA offered the Property to local governments and qualified non-profit organizations for public benefit purposes, GSA received an offer of interest from the only surrounding landowner, Clemson University, which conditioned its offer on demolition of the Laboratory buildings, so as to incorporate the Property into horticultural crops research and extension programming being conducted on the Clemson owned lands immediately adjacent to the Property; and

WHEREAS, Clemson University has a history of involvement with the Property and USDA, with an established agriculture research and extension program. In 1932, the

Agricultural Society of South Carolina purchased a tract of land on U.S. Route 17 for the South Carolina Truck Experiment Station, to further agricultural enterprise for Low Country farms. Shortly afterward, the land was deeded to the state for use by what was then known as Clemson College; and

WHEREAS, subject to local zoning restrictions and this MOA, GSA plans to convey the Property to Clemson University (“Grantee”) via negotiated sale, allowing for the subsequent demolition of the contributing buildings thereon, a reasonably foreseeable effect of the conveyance (the “Undertaking”); and

WHEREAS, the Property is a contributing element of an adjacent USDA-owned 451 acre area (“Historic District”) that is eligible for listing in the National Register of Historic Places (“National Register”) under Criterion A (Historic Events) for its national association with the USDA’s 1930 expansion of its research capabilities to assist farmers in efficiently producing goods across the country, developing new breeds more adaptable to the region through the creation of pest-resistant strains that allowed farmers to increase crop yields, and for its regional association with the improvement of truck-farming produce in the southeast region of the United States from 1936 through 1980 (Exhibit B); and

WHEREAS, according to the *Cultural Resources Investigation at the Former U.S. Vegetable Laboratory, Charleston, South Carolina* (“CRI”) (Gray & Pape, Inc., for GSA, September 3, 2015), the Property includes the former Laboratory buildings consisting of three (3) contributing resources: Building 1 (office/laboratory), Building 2 (headhouse/greenhouses), and Building 41 (weed research/central supply building), which contribute to the significance of the Historic District, as well as noncontributing resources such as Building 38 (former military radio hut), Building 40 (storage shed), and a concrete pit and a fence; and

WHEREAS, in consultation, the GSA determined the direct Area of Potential Effects (“APE”) to be the Property, and the indirect APE includes the Historic District and the lands owned by the Clemson University Coastal Research Center on the south side of U.S. Route 17 (Exhibit A). In consultation, GSA considered whether the Undertaking poses effects to historic properties within the APE; and

WHEREAS, GSA applied the Criteria of Adverse Effect (36 CFR § 800.5) and found the Undertaking will have an adverse effect on historic properties and in accordance with 36 CFR § 800.6, GSA consulted with the SHPO and has notified ACHP of its adverse effect determination with specified documentation and ACHP has chosen to participate in the consultation; and

WHEREAS, GSA determined, in consultation with the SHPO, that there is a low probability of unanticipated discoveries of archeological resources due to previous ground disturbance within the Property; and

WHEREAS, notwithstanding the adverse effects, given the Grantee’s educational mission and agricultural research and extension programs, the Grantee has agreed to complete other specific mitigation as detailed in the Stipulations; and

WHEREAS, pursuant to 36 CFR § 800.5, GSA, in consultation, identified the Preservation Society of Charleston, the Lowcountry Land Trust, and the Historic Charleston Foundation, as potential consulting parties and invited them to consult, but did not receive responses; and

WHEREAS, GSA invited the Grantee to be an Invited Signatory to the MOA, pursuant to 36 C.F.R. § 800.6(c)(2)(ii)(Invited Signatory); and

WHEREAS, GSA also identified a federally-recognized Indian Tribe, the Catawba Indian Nation, and invited them to participate in consultation, but GSA did not receive a response; and

WHEREAS, in accordance with 36 CFR § 800.2(d), GSA provided the public opportunities to participate in consultation on the Undertaking through the Clemson University Public Service and Agriculture Website: <http://www.clemson.edu/public/>, Clemson University Experiment Station Website: https://www.clemson.edu/public/experiment_station/, and Clemson University Coastal Research and Education Website: <https://www.clemson.edu/public/coastal/>; and

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

STIPULATIONS

GSA will ensure that the following measures are carried out:

I. CONVEYANCE AND MITIGATION

A. CONVEYANCE. Prior to conveyance of the Property to the Grantee, GSA shall provide all Signatories and the Grantee a complete copy of this MOA, including signature pages, within seven (7) days of execution, for their files. GSA anticipates conveyance of all right, title, and interest of the United States in and to the Property, by Deed, to the Grantee in accordance with applicable laws, after which a copy of the Deed with all exhibits, and recording information from the Charleston County Register of Deeds, will be distributed by GSA to the Signatories, copying the Grantee, immediately after recording.

B. MITIGATION.

1. Within one (1) year of receipt of a copy of the Deed, and prior to Grantee's demolition of any contributing resource within the Property, Grantee will submit electronically to the SHPO and obtain their approval, which shall not be unreasonably withheld, of a documentation package about the APE's history and significance. The documentation package will include drawings (as-built or current) of contributing resource Buildings 1, 2 and 41, historic context, photographs, maps, documents, newspaper articles, or memorabilia intended to serve as an educational and interpretive record for posting online. The documentation package will be developed by Qualified Personnel (hereinafter defined). The Grantee will search their archival records for any relevant historical information.

2. Within three (3) months of SHPO's approval of the documentation package, the Grantee will post the documentation package on a permanent public website for public review and research. Corresponding public web pages to the site will memorialize the history of the Property, the APE, and regional cultivation. The site/pages may include a link to the provided CRI (Gray & Pape, Inc., for GSA, September 3, 2015). Grantee will promptly provide the website URL to the Signatories.

3. The Grantee will install, protect, maintain and replace if damaged beyond repair a State Historical Marker, in accordance with requirements outline on the SHPO's website (<http://shpo.sc.gov/programs/Pages/Markers.aspx>), to be approved by the SHPO, South Carolina Department of Archives and History. The marker will be installed within three (3) years of the date of the execution of this MOA. The marker will be installed, by the Grantee, in a publicly visible and accessible location mutually agreed upon by the SHPO and Grantee. Marker text will be written by the SHPO in consultation with the Grantee and the Signatories. Within three (3) months of the SHPO's approval of the documentation package, the SHPO will provide the Grantee and the Signatories a draft marker text for review and comment. All parties will review and provide comments on the text within thirty (30) days of receipt.

II. PROFESSIONAL QUALIFICATIONS STANDARDS

All work carried out pursuant to this MOA will be conducted by or under the direct supervision of an individual or individuals who meet, at a minimum, the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9, September 29, 1983) as amended and annotated ("Qualified Personnel"). The most recent guidance is available at http://www.nps.gov/history/local-law/arch_stnds_9.htm.

III. 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:

U.S. General Services Administration
Public Buildings Service
77 Forsyth Street
Atlanta, GA 30303
Attn: Regional Historic Preservation Officer

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

State Historic Preservation Office
South Carolina Department of Archives & History
Attn: Review and Compliance
8301 Parklane Road
Columbia, SC 29223

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

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

IV. DURATION

This MOA will expire if its terms are not carried out within three (3) years from the date of its 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 VII below.

V. REPORTING

Until the MOA expires, each January, the Grantee will provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report will include any scheduling changes proposed, and any problems encountered and may be submitted via electronic mail, provided addresses are confirmed with recipients in advance of report transmission.

VI. DISPUTE RESOLUTION

Should any Signatory, or 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 advice or comments regarding the dispute from the ACHP, Signatories, and the Invited Signatory, 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 Invited Signatory if they signed the MOA, and provide them and the ACHP 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 remain unchanged.

GSA Point of Contact for Disputes:
U.S. General Services Administration
Public Buildings Service
77 Forsyth Street
Atlanta, GA 30303
Attn: Regional Historic Preservation Officer

VII. AMENDMENTS

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

VIII. TERMINATION

If any Signatory, or the Invited Signatory if they signed this 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 if they signed this MOA, to attempt to develop an amendment per Stipulation VII, above. If within thirty (30) days an amendment cannot be reached, any Signatory or the Invited Signatory if they signed this MOA may terminate the MOA upon written notification to the other Signatories and the Invited Signatory if they signed the MOA.

Once the MOA is terminated, and prior to work continuing on the undertaking, GSA must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. GSA shall notify the Signatories, and the Invited Signatory, as to the course of action it will pursue.


Execution of this MOA 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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CHARLESTON, SOUTH CAROLINA**

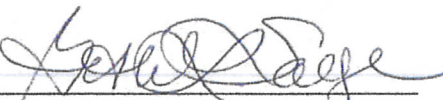
The parties hereto execute this MOA on the dates hereinafter identified.

SIGNATORIES

U.S. General Services Administration

By: 
Mike Goodwin
Regional Commissioner
Southeast Sunbelt Region
michael.goodwin@gsa.gov
404-562-0644

Date: 7-23-18

By: 
Beth L. Savage
Director, Center for Historic Buildings
Federal Preservation Officer
beth.savage@gsa.gov
202-208-1936

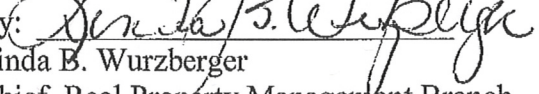
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CHARLESTON, SOUTH CAROLINA**

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SIGNATORIES

United States Department of Agriculture

By: 
Linda B. Wurzberger
Chief, Real Property Management Branch
Facilities Division, Agriculture Research Service
linda.wurzberger@ars.usda.gov
301-504-1228


Date: July 17, 2018

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CHARLESTON, SOUTH CAROLINA**

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SIGNATORIES

South Carolina State Historic Preservation Officer

By: 
W. Eric Emerson
State Historic Preservation Officer
South Carolina Department of Archives & History
eemerson@scdah.sc.gov
803-896-6185

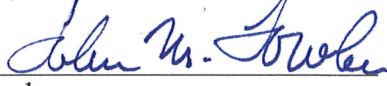
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The parties hereto execute this MOA on the dates hereinafter identified.

SIGNATORIES

Advisory Council on Historic Preservation

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

Date: 7/24/18

**MEMORANDUM OF AGREEMENT
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CHARLESTON, SOUTH CAROLINA**

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

INVITED SIGNATORY

Clemson University

By: _____

Steven H. Crump
Interim VP & CFO
Clemson University
crumps@clemson.edu
864-656-2421

Date: _____

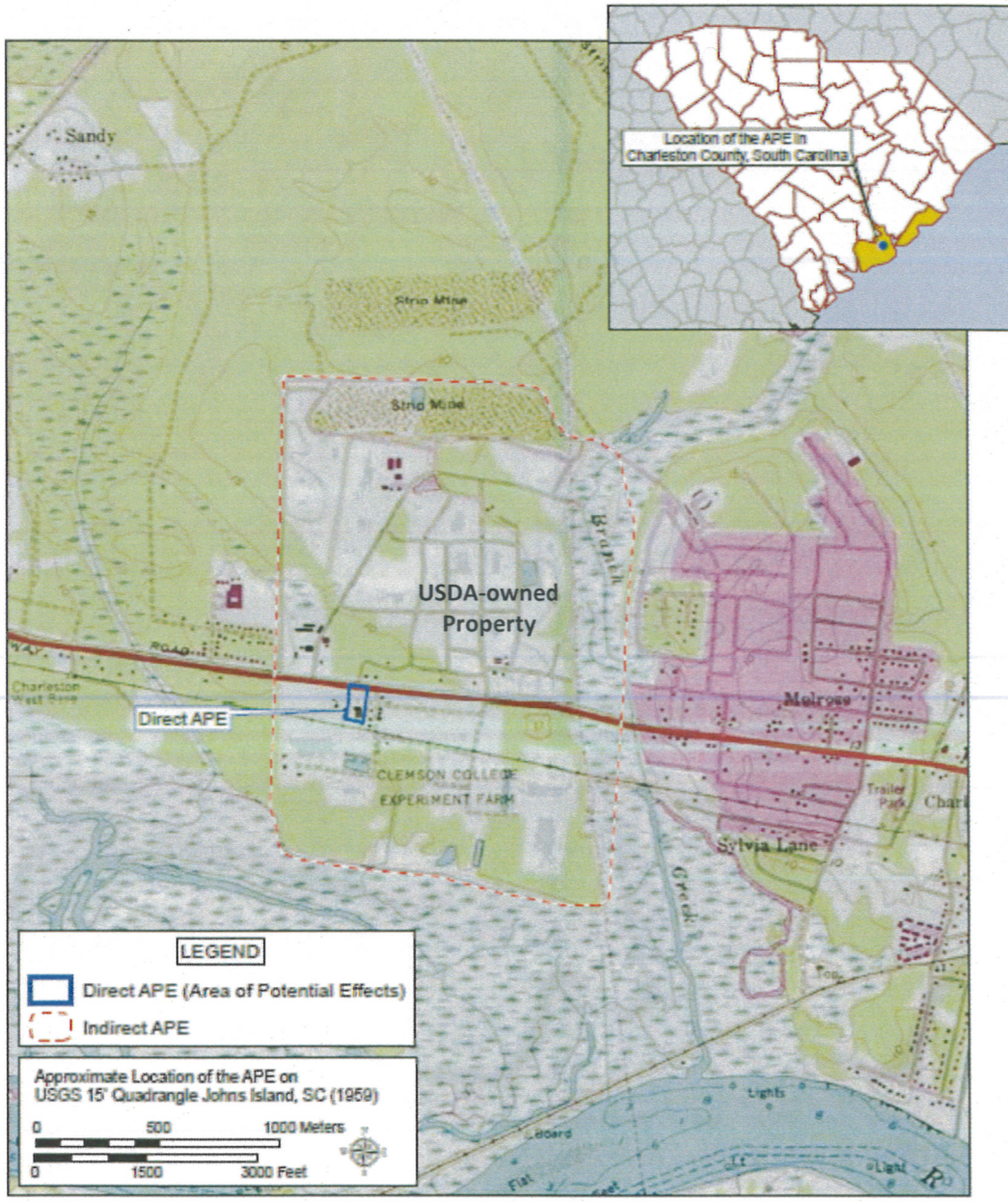
7/19/18

List of Exhibits

Exhibit A – Location of the APE in Charleston County, South Carolina

Exhibit B – National Register-Eligible Historic District Boundary

Exhibit A



Location of the APE in Charleston County, South Carolina

Exhibit B



National Register-Eligible Historic District