

AGREEMENT

BETWEEN

**UNITED STATES OF AMERICA
U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

AND

NATIONAL CENTER FOR THE AMERICAN REVOLUTION

This Agreement ("Agreement") to initiate a land exchange is between the National Center for the American Revolution, hereinafter referred to as ARC, and the United States of America, hereinafter referred to as the United States.

A. ARC agrees to the following:

1. Convey to the United States clear and marketable title to the tract of land described in Exhibit "A," containing 78 acres, more or less. This land is located within the boundaries of Valley Forge National Historical Park and will hereinafter be referred to as Tract No. 101-60.
2. Grant permission to the United States, or its agents, to conduct all forms of due diligence as needed including but not limited to appraisals, title searches, surveys, environmental site assessments (ESA), public and congressional notifications, inspections for environmental assessments(EA) or environmental impact statements(EIS), and natural and cultural resources surveys.
3. Reimburse the United States for title and appraisal services on the property to be conveyed to ARC (as described in Paragraph B.1 of this Agreement).

4. Reimburse the United States for the publication of the Notice of Realty Action in the local newspaper providing a 45-day comment period.
5. Prior to the exchange of land, provide for the remediation of any contaminants on Tract No. 101-60 whose existence, or potential existence, is revealed by the ESA. Should the ESA reveal the existence of, or potential existence of, contaminants, provision must be made for the remediation of such contaminants before the exchange may take place.
6. Assure that the property to be conveyed is vacant upon transfer to the United States.
7. Allow a copy of this Agreement to be provided to the vendors providing services associated with the Exchange Agreement (i.e., the title vendor and the appraiser).

B. The United States agrees to:

1. Convey to ARC title to the Independence Living History Center (ILHC) located at the southeast corner of 3rd and Chestnut Streets within the boundary of Independence National Historical Park. This parcel is hereinafter referred to as the "ILHC." The property to be conveyed does not include the Chilled Water Plant and Park Command Center that were added to the ILHC in the late 1990's.
2. Appraise all tracts of land involved in the exchange, and provide ARC a summary of the appraisals. In order for the exchange to occur, ARC and the United States must agree on the values of the properties to be exchanged and any equalization of values that may be required.
3. Conduct all necessary inspections and requirements of the National Environmental Policy Act (NEPA); Endangered Species Act of 1973; Executive Order 11990 of May 24, 1977, Protection of Wetlands; National Historic Preservation Act (NHPA); Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA);

and Secretarial Order 3127 of December 15, 1988, regarding Hazardous Substances Determinations.

4. Obtain title for the properties to be exchanged and conduct closing services for the exchange.
5. Prepare and publish the Federal Register Notice and solicit public involvement by putting a notice of the proposed exchange in the local newspaper providing for a 45-day comment period.
6. Prepare and provide to ARC a binding Exchange Agreement after all due diligence is performed on the properties, and an agreement is reached on the equalization of values.
7. Upon acceptance by ARC of the Exchange Agreement, prepare a quitclaim deed from the United States to ARC for the ILHC, and a Special Warranty deed from ARC to the United States for Tract No. 101-60.
8. Prepare closing documents and submit to ARC for review.

C. Both parties agree to the following:

1. No later than 10 days from the date of executing this Agreement, the United States shall begin the due diligence process.
2. The parties will use best efforts to reach mutual agreement on the values of the properties to be exchanged and any equalization of values that may be required. Subject to reaching such agreement in a timely manner and compliance with applicable law, the United States will complete the exchange within one year of the execution of this Agreement.
3. This Agreement may be amended or terminated by written consent of the parties or by 30-days written notice by either party. Notice to either party shall be in writing and sent by certified mail, return receipt requested, to:

ARC:

National Center for the American
Revolution
Attn: Bruce Cole, President and CEO
1101 17th Street, N.W. - Suite 610
Washington, DC 20036

With copy to:

H. F. Lenfest
300 Barr Harbor Drive, Suite 460
West Conshohocken, PA 19428

United States:

National Park Service
Attn: Dennis Reidenbach, Regional
Director
200 Chestnut Street - Suite 502
Philadelphia, PA 19106

Entering into this Agreement does not legally bind either party to proceed with processing or to consummate a proposed exchange, or to reimburse or pay damages to any party to a proposed exchange that is delayed or is not consummated or to anyone assisting in any way, or doing business with, any such party.

The withdrawal from, and termination of, an exchange proposal, or an agreement to initiate an exchange, by the authorized officer at any time prior to the public notice in the newspapers and Federal Register is not protestable or appealable under 43 CFR part 4.

This Agreement and the obligations of the United States are subject to the availability of appropriated funds.

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing the counterpart, but which together shall constitute one and the same Agreement.

In witness whereof the parties have caused this instrument to be executed by their duly authorized representatives this 29th day of ~~July~~ JUNE, 2009. MB
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Attest:

[Signature]

BY _____

UNITED STATES OF AMERICA

[Signature]

Daniel N. Wenk
Acting Director
National Park Service

Attest:

[Signature]

NATIONAL CENTER FOR THE
AMERICAN REVOLUTION

BY [Signature]

Bruce Cole
President and CEO
American Revolution Center