

**CONDITIONAL DEED OF GIFT
COMBAT MATERIEL FOR STATIC DISPLAY**

THIS AGREEMENT made as of August 15, 2005 between the *UNITED STATES OF AMERICA* (hereinafter called "the Government" or the "Donor") represented by the US Army TACOM Life Cycle Management Command, Warren, Michigan and City of Marble Rock hereinafter called "the Donee") operating under the laws of the State of Iowa and located in the City/Township/Village of Marble Rock.

WITNESSETH:

1. The Secretary of the Army is authorized by Title 10 USC §2572 to transfer by loan or gift, without expense to the United States, under terms prescribed by the Secretary, and to regulations under Section 121 of Title 40 books, manuscripts, works of art, historical artifacts, drawings, plans, models and condemned or obsolete combat materiel, as authorized herein to any eligible organization.
2. The Donee has complied with the provisions outlined on the applicable qualification checklist and is hereby deemed eligible and authorized to receive military property for static display purposes.
3. The US Army agrees to release a M115 Howitzer, Towed, Heavy, 8 Inch, and to notify the Donee of the availability date sufficiently in advance thereof to enable the Donee to make arrangements for acceptance. The Donee agrees that the item shall be removed from government property within 60 days of availability date.
4. The Donee agrees that they shall bear all costs associated with the demilitarization requirements pursuant to DoD Regulation 4160.21-M-1 and special limited demilitarization instructions for display items. The demilitarization process will be completed and certified by a qualified DoD representative prior to transfer of the item.
5. The Donee agrees to accept the property on an "as is, where is" basis and be responsible for all arrangements and costs involved in its movement. The donee shall, at no cost to the Donor, arrange and pay for disassembly, packing, crating, transportation, and other actions as necessary for the movement of the donated property to the Donee's display location. The Donee agrees to provide the Donor with a copy of all shipping documentation. The shipping document or Donor supplied registration document shall identify the specific equipment and become a permanent part of this Deed.
6. The Donee agrees that this item shall be for display purposes only, shall remain in its demilitarized state and cannot be restored to an operable condition. Any other use of this item or restoration to an operable condition will void this deed, the donee will be disqualified from program participation and the item will revert to the US Army. The Donee shall bear all expenses of the return and repossession to include any and all storage costs, legal fees and costs incurred to execute the repossession.
7. The Donee agrees not to use the donated property as security for any loan, nor sell, lease, rent, exchange the property for monetary gain or otherwise, under any circumstances. The Donee further agrees that the donated property shall not be transferred, relocated to an alternate display site, or otherwise disposed of without the prior written approval of the donor. If disposition by any method (including re-donation) without consent of the Donor is attempted, this Deed shall be voided and the Army may require return of the property by the Donee or may repossess the property from whomever may have possession thereof and the Donee shall bear all expenses of return and repossession as well as all necessary legal fees and storage costs.

8. The Donee shall display the donated property in a careful and prudent manner, and shall maintain it and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance will not discredit the Donor. The Donee agrees to use the donated property for display purposes only and to protect the donated property from vandalism. The Donee further agrees to place the donated property on display at _____
at the corner of Bradord and Main Street _____,
within ninety (90) days following physical acceptance of the property and to provide the Donor with an 8" x 10" color photograph, depicting how the donated property is displayed.

9. The Donee agrees to furnish the Donor a notarized statement with a current photograph on the anniversary date of receipt each year after taking possession of the property certifying that the equipment is still in the possession of the Donee and is being displayed in the same manner and condition as indicated by the original photograph. If the property has been moved or the display modified in any way, the Donee shall provide an updated photograph and details regarding changes within 90 days of occurrence.

10. The Donee shall indemnify, hold harmless, and defend the Donor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession of the donated property.

11. The Donee agrees to allow authorized representatives of the Government, to include contractor personnel under a valid government contract, access to the Donee's records and facilities and to photograph same during periodic inspections to assure accuracy of information provided to the Donor and insure compliance with the terms of this Conditional Deed of Gift. Donee further agrees to correct any negligent condition within 45 days of receipt of written notification from the Donor.

12. Upon the failure of the Donee to observe any of the conditions set forth in this Conditional Deed of Gift and attachments thereto, title to the donated property shall revert to and vest in the Donor. Repossession of all or any part of the donated property by the Donor shall be at no cost or expense to the Donor, and the Donee shall bear all expenses, including legal and other costs, incurred by the Donor to obtain the return and repossession as well as any storage costs.

13. If at any time donated property is no longer used for display purposes, or if the Donee no longer wishes to keep the donated property, written notice shall be given to the Donor and title to the property shall revert to and become vested in the Donor who shall be entitled to immediate repossession of the donated property if it so elects. The Donor will exercise its option within sixty (60) days after receipt of written notice from the Donee and will:

a. Advise the Donee that the Donor has another requirement for the donated item and will make appropriate disposition arrangements for the repositioning.

b. Advise the Donee that the Donor desires to take possession of the donated property and will arrange for appropriate disposition at the present location.

c. Advise the donee that the Donor has no further requirements for the donated items and the Donee, at their expense, is required, based on their preference, to dispose of the donated item by one of the following methods:

(1) Full Demilitarization/destroy the property to the extent required by current DoD policy set forth by detailed guidance to be provided by the Donor. The Donee will be required to certify in writing to the Donor that all requirements have been met and will provide the Donor with photographs of the property after the full demilitarization and/or destruction has occurred.

(2) Transport the donated property to the nearest Defense Reutilization and Marketing Office (DRMO). The Donee will be responsible for any disassembly necessary, and all arrangements to accomplish the movement. A receipt from the military installation will be required from the Donee to be provided to the Donor for record purposes.

Subject to the conditions set forth herein, title to the property shall vest in the Donee upon receipt of written acceptance hereof from the donee.

EXECUTED

On behalf of the Donor this 4th day of December, 2006 at the US Army TACOM Life Cycle Management Command.

UNITED STATES OF AMERICA

By:

Edward K. Woolverson
EDWARD K. WOOLVERTON
Chief, Army Donations Program

ACCEPTANCE

The Donee, through its authorized representative, hereby accepts conditional title to and delivery of the donated property, subject to the conditions contained in this Conditional Deed of Gift set forth above.

Executed on behalf of the Donee:

City of Marble Rock
Name (Printed or Typed)

Mayor
Title
[Signature]
Signature

Notary Public Endorsement

COUNTY OF Floyd STATE OF Iowa

I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named Donee, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Conditional Deed, and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this 26th Day of Dec, 2006.

Rose Mary Meek My Commission expires: 3-27-08
Notary Public

