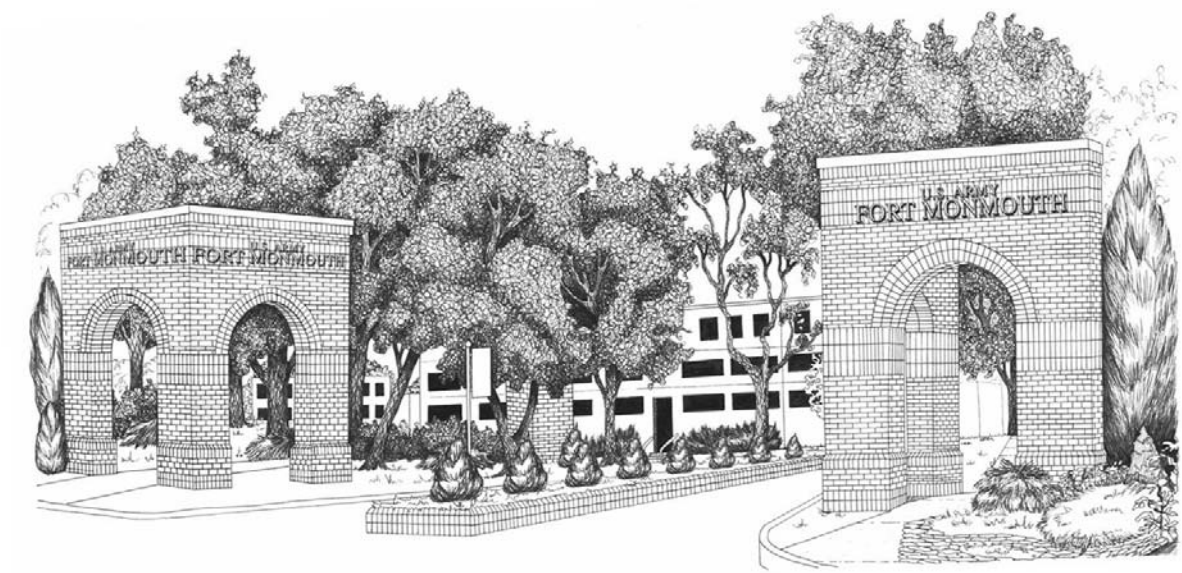
PROGRAMMATIC AGREEMENT

Among the
United States Army
and the
New Jersey State Historic Preservation Officer
for the
Closure and Disposal of Fort Monmouth, New Jersey



OCTOBER 2009

Programmatic Agreement

Among the
United States Army
and the
New Jersey State Historic Preservation Officer
for the
Closure and Disposal of Fort Monmouth, New Jersey

October 2009

WHEREAS, the United States Army (Army) is responsible for implementation of the Defense Authorization Amendments and Base Closure and Realignment Act of 1988 (Pub. L. No. 100-526, 10 U.S.C. § 2687 note) and the Defense Base Closure and Realignment Act of 1990 (Pub. L. no. 101-510, 10 U.S.C. § 2687 note, as amended) and is proceeding with the closure of Fort Monmouth and consequent disposal of excess and surplus property by September 15, 2011, in a manner consistent with the requirements of the 2005 Defense Base Closure and Realignment Commission (BRAC) Recommendations; and

WHEREAS, the Area of Potential Effect (APE) of this undertaking is the entire real property of the installation; and

WHEREAS, The Fort Monmouth Economic Revitalization Planning Authority (FMERPA), a non-profit corporation, is the single entity responsible for identifying local redevelopment needs and preparing a redevelopment plan for the Army to consider in the disposal of installation property; and

WHEREAS, all references to FMERPA within this agreement shall be meant to equally apply to its unnamed successor as implementing local reuse authority; and

WHEREAS, the Army has determined that historic property, including an historic district, all of which are eligible for listing on the National Register of Historic Places (NRHP) are contained in the disposal of all or portions of Fort Monmouth as proposed under the FMERPA Reuse and Redevelopment Plan; and

WHEREAS, the disposal of such historic property (including the historic district) will have an adverse effect upon historic properties that are listed on or designated as eligible for listing on the NRHP, and has consulted with the New Jersey State Historic Preservation Officer (NJSHPO) pursuant to the provisions of the National Historic Preservation Act (NHPA), as amended, 16 U.S.C.§ 470 et seq, and the implementing regulations codified at 36 CFR Part 800; and

WHEREAS, the Army and the NJSHPO concur that archeological identification efforts shall be completed as stipulated herein and the inclusive list of archeological properties at Fort Monmouth are listed in Attachment A; and

WHEREAS, the Army and the NJSHPO concur that architectural identification efforts are complete and historic properties identified are as listed in Attachment A; and

WHEREAS, historic property means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior, including artifacts, records, and remains that are related to and located within such properties; and

WHEREAS, the Army and NJSHPO agree that this Programmatic Agreement ("PA") will apply to all historic property at Fort Monmouth, of which select historic properties as identified in Attachment A (hereafter the "Select Historic Properties") shall be preserved with covenants; and

WHEREAS, the Army identified federally recognized Indian tribes as shown in Attachment C that may attach traditional religious and cultural importance to properties in the Area of Potential Effect (APE) and were notified of the undertaking and no tribe contacted chose to consult on a nation-to-nation basis to address tribal concerns; and

WHEREAS, interested members of the public have been provided opportunities to comment and consult on the effects this base closure may have on historic properties at Fort Monmouth through Section 106 consultation meetings, publication of this agreement on Fort Monmouth and FMERPA websites; and

WHEREAS, the Advisory Council on Historic Preservation (ACHP) was invited to consult on this undertaking and has chosen not participate; and

WHEREAS, the Army, in consultation with the NJSHPO, has invited FMERPA and the Boroughs of Eatontown, Tinton Falls and Oceanport, to consult in this agreement; and

WHEREAS, consistent with the DoD BRAC Implementation Regulation and Base Redevelopment and Realignment Manual (BRAC Manual), the Army chooses to protect historic properties primarily through zoning, deed restrictions and/or covenants; and

WHEREAS, in carrying out the disposal of excess and surplus property the Army will comply with all applicable laws and regulations, including 36 CFR Part 79, Curation of Federally Owned and Administered Archeological Collections; and

WHEREAS, the Army has completed an Environmental Assessment under NEPA and coordinated Section 106 public involvement with NEPA through public comments ; and

WHEREAS, the Army has completed compliance under the National Historic Preservation Act (NHPA) for Capehart and Wherry Era Housing and World War II Temporary Wooden Buildings through the Program Comment for Capehart and Wherry Era Army Family Housing and Associated Structures and Landscape Features (1949-62), approved on 31 May 2002 by the ACHP; and the Programmatic Memorandum of Agreement between the DoD, ACHP, and the National Conference of State Historic

Preservation Officers (NCSHPO) regarding demolition of World War II Temporary Buildings, signed in July 1986, and amended in May 1991; and

NOW, THEREFORE, the signatory parties agree that the undertaking described above shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties and fulfills the Army's responsibilities under Section 106 and 110 of the NHPA.

Stipulations

The Army will ensure that the following measures are carried out:

I. Archeological Identification

A. Additional testing for VSR-2. The Army shall complete additional Phase II archeological testing of the VRS-2 area as shown in Attachment B within six months of signing this agreement.
B. Phase II testing for VSR-2 shall consist of larger excavation units preceded by tighter interval shovel testing to adequately characterize the size and nature of the identified Native American site. The excavation units and interval testing shall be established in coordination with the NJSHPO.
C. The Army shall also ensure that an archeological site form and SITS number is obtained from the New Jersey State Museum for VSR-2.
D. Through consultation with NJSHPO, should additional testing establish NRHP eligibility for any portion of VSR-2, archeological covenants as shown in Attachment E shall be incorporated in the instruments of transfer.
E. With completion of identification efforts for VSR-2, all archeological identification efforts for this undertaking are complete.
F. If site VSR-2 is determined eligible for listing on the New Jersey and National Registers of Historic Places, a plan must be in place within 12 months of the eligibility determination for all artifacts, field records, reports, etc. to be prepared for curation in accordance with 36 CFR Part 79 and curated in a repository that meets 36 CFR Part 79.9, such as the NJ State Museum.

II. Mitigation

A. Popular Report. Mitigation for the overall loss of Fort Monmouth as a military entity will consist of a compilation of documentation of the history of the installation from its inception to its closure. Within 24 months of the signing of this agreement, the Army will prepare a popular report based upon previously developed historic contexts**.** The popular report will be hardbound in full color and generously illustrated with maps, current and historic photographs of the installation. Copies (250) will be printed and distributed to area libraries and institutions.

B. Mitigation for Historic Properties Not Receiving Covenants or Zoning Protection. The following historic properties listed in Attachment A not receiving covenants or protective zoning under Stipulations III A & B shall be documented by the Army within 24 months of the signing of this agreement:

1. Hexagon Complex. Buildings 2700, 2701 (Electrical Substation) and 2750 (Dymaxion Deployment Unit). Recordation to Historic American Building Survey Level II standards.

2. Squier Hall. Bldg. 283. Recordation to Historic American Building Survey Level II standards.

3. Kronenburg Mural (Interior of 2540). Recordation to Historic American Building Survey Level II standards.

These mitigation measures shall mitigate for the loss of all historic properties not receiving covenants under Stipulation IV B.

C. Revised Fort Monmouth New Jersey and National Register Historic District Nomination. The Army shall ensure the preparation of a complete and sufficient New Jersey and National Registers of Historic Places nomination for the Fort Monmouth Historic District within 24 months of the signing of this agreement.

The Army shall ensure that the Fort Monmouth Historic District has been presented to the New Jersey State Review Board for consideration for the New Jersey Register of Historic Places prior to transfer of any parcel containing select historic properties.

III. Treatment of Select Historic Properties Prior to Transfer from Federal Control

A. Property Maintenance. The Army will ensure the provision of caretaker building maintenance, security, and fire protection pending the disposal of Select Historic Properties (Properties listed in Appendix A) at Fort Monmouth in accordance with 32 CFR 174.14, relating to facilities operations, maintenance and repair for BRAC facilities.

B. Mothballed Properties. The Army shall undertake reasonable measures to preserve unused Select Historic Property (Properties listed in Appendix A) through mothballing.

1. The Army shall mothball Select Historic Property that has been or will remain vacant for twelve (12) months or if there is no planned use for them.
2. Mothballing shall be according to guidance found in the National Park Service *Preservation Brief 31: Mothballing Historic Buildings*.

IV. Treatment of All Historic Properties Upon Transfer from Federal Control

The Army shall avoid adverse effects on historic properties by placing covenants on Select Historic Properties, reduce adverse effects by encouraging protective zoning by the FMERPA and local Boroughs and mitigate any adverse effects on properties not receiving covenants in Stipulation II.

A. Development of Zoning Regulations in the Fort Monmouth National Register Historic District. To reduce adverse effects of the closure, the Army shall work with the FMERPA and the Boroughs of Eatontown, Oceanport and Tinton Falls in their efforts to develop historic overlay zoning regulations for the Select Historic Properties within the Revised National Register Historic District as shown in Attachment A.

B. Covenants on Select Historic Properties. To avoid adverse effects of the closure on historic architectural properties, the Army will ensure that Select Historic Properties listed in Attachment A shall receive covenants containing the language shown in Attachments D (Architectural) or E (archeological), as applicable. These covenants will be included in the instruments of transfer and will be made binding on the transferee and all future transferees.

C. Information Transferred Upon Disposal of Fort Monmouth Historic Property. In disposing of real property and improvements that contain the Select Historic Properties, the Army's bid solicitation will contain the following information:

1. Information on the property's historic, archeological, and/or architectural significance, identifying elements, or other characteristics of the property that should be given special consideration in planning; including the revised Fort Monmouth National Register nomination.

2. Information on financial incentives for rehabilitation of historic structures by private entities such as federal tax credits.

V. Non-BRAC Undertakings

On non BRAC-related actions, the Army shall continue to consult under 36 C.F.R. §800 on all federal undertakings prior to transfer.

VI. Disposition of Miscellaneous Material Culture

Any non-real estate material culture not addressed under Army Regulation and not under the purview of the Army Museum such as artifacts, signage, monuments, textural records, displays, etc. may be considered by the Army for disposition to a local entity.

VII. Modification to Facilitate Transfer

If the Army cannot transfer any of the Select Historic Properties pursuant to the any of the provisions set forth herein, then the Army will consult with the signatories, and the prospective transferee(s) to determine what steps are necessary in order to complete transfer of the property(ies) within established disposal timelines. Such modifications shall be limited to those that are reasonably necessary in order to effect transfer of, or effectively market, the concerned property within established timelines.

VIII. Environmental Remediation

Environmental remediation by the Army that occurs after the transfer of the Select Historic Property out of federal control shall constitute a separate undertaking under the NHPA and shall be coordinated under 36 C.F.R. Part 800.

IX. Inadvertent Discoveries

A. NAGPRA Related Discoveries. If Native American human remains and/or objects subject to the provisions of the Native American Graves Protection and Repatriation Act (NAGPRA), ie., burials, associated and unassociated funerary objects, sacred objects and objects of cultural patrimony, are encountered before the transfer of Fort Monmouth, the Army shall notify and consult with the appropriate federally recognized Tribe(s) to determine appropriate treatment measures for these human remains in agreement with 36CFR800.13. It shall be the responsibility of the Army to either preserve in place or repatriate these humans remains, depending on the agreed upon determination of the tribe(s). If remains / objects subject to NAGPRA are encountered prior to completion of the transfer, the rules of NAGPRA disposition will be followed by the Army. Nothing in this agreement should be construed to contradict this stipulation.

B. Non-NAGPRA Discoveries. In the event of inadvertent discovery of archaeological materials not subject to NAGPRA, work shall immediately stop in the area of discovery and the Army shall comply with 36 CFR 800.13(b) to notify and consult with the NJSHPO, Federally recognized Indian tribes that might attach significance to the property, and the Advisory Council on Historic Preservation.

X. Anti-Deficiency Act

The stipulations of this agreement are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs the Army's ability to implement the stipulations of this agreement, the Army will consult in accordance with the amendment and termination procedures in this agreement. All stipulations in this agreement ensured by the Army are subject to the availability of funds.

XI. Status Reports

Until such time as all Fort Monmouth and historic and/or archeological-site properties have been transferred from Army control in accordance with the terms of this agreement, the Army will provide an annual status report to the NJSHPO for review implementation of the terms of this agreement and to determine whether amendments are needed. If amendments are needed, the signatories to this agreement will consult, in accordance with stipulations of this agreement, to make such revisions. The first status report will be submitted to the consulting parties six months after the date this agreement is ratified.

XII. Dispute Resolution

Should any signatory or concurring party to this PA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Army shall consult with such party to resolve the objection. If the Army determines that such objection cannot be resolved, the Army will:

A. Forward all documentation relevant to the dispute, including the Army's proposed resolution, to the ACHP. The ACHP shall provide the Army with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Army shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The Army will then proceed according to the Army's final decision.

B. If the ACHP does not provide its advice regarding the dispute within the 30 day time period, the Army may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Army shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the PA, and provide them and the ACHP with a copy of such written response.

C. The Army's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

XIII. Amendments

This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XIV. Termination of Agreement

A. Pursuant to 36 C.F.R. §800.6(c)(8), if any signatory determines that the terms of this PA cannot be, or are not, being carried out, the signatories shall consult to seek amendment of the PA. If the PA is not amended, any signatory may terminate it providing 30 days written notice to all other signatories. The Army shall either execute a new PA with signatories pursuant to 36 C.F.R. §800.6(c)(1) or request the comments of the ACHP under 36 C.F.R. §800.7(a)(1).

B. In the event of termination, the Army will comply with 36 C.F.R. Part 800 with regard to individual undertakings associated with the BRAC disposal action at Fort Monmouth.

C. The parties agree that this PA will terminate upon the disposal of the last parcel at Fort Monmouth containing historic property as defined herein, or when the Army has completed its obligations under this PA, whichever is last occurring.

D. The effective date of this PA shall be the date of the last signature of a signatory party.

E. Execution and implementation of this PA evidences that the Army has taken into account the effects of the undertaking on historic properties and has afforded the ACHP a reasonable opportunity to comment on the closure and disposal of excess and surplus property at Fort Monmouth. Execution and compliance with this PA fulfills the Army's Section 106 responsibilities regarding the closure and disposal of Fort Monmouth upon a signed copy of the agreement filed with the ACHP.

Signatory Parties:

DEPARTMENT OF THE ARMY

By: SMChr

Date: 19 OCT 09

Stephen M. Christian
Colonel, U.S. Army
Commanding

NEW JERSEY HISTORIC PRESERVATION OFFICER

By: Date: 12/2/2009
Daniel D. Saunders
New Jersey Deputy State Historic Preservation Officer

Concurring Parties:

FORT MONMOUTH ECONOMIC REVITALIZATION PLANNING AUTHORITY

By: Date:
Frank C. Cosentino, Executive Director
Fort Monmouth Economic Revitalization Authority

BOROUGH of EATONTOWN, NEW JERSEY

By: Date:
Gerald J. Tarantolo, Mayor
Borough of Eatontown, New Jersey

BOROUGH of OCEANPORT, NEW JERSEY

By: Date:
Michael J. Mahon, Mayor
Borough of Oceanport, New Jersey

BOROUGH of TINTON FALLS, NEW JERSEY

By: Date:
Michael Skudera, Mayor
Borough of Tinton Falls, New Jersey

ATTACHMENT A

Definitive List of Historic Properties at Fort Monmouth and Map Showing the Fort Monmouth National Register Historic District

NRHP Eligible Buildings, Structures and Objects at Fort Monmouth					
Building ID	**Area**	**DPW Description**	**Year Built**	**Select Historic Property (Preservation Covenant Upon Transfer)**	**Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE)**
115	Main Post	WWII MON/MEMORIAL	1952	YES	CE – Fort Monmouth HD
None-Parade Field	Main Post	Parade Field - including triangular landscaped area in front of Building 286	1927	YES	CE - Fort Monmouth HD
206	Main Post	ADMIN GENERAL PURPOSE	1927	YES	CE - Fort Monmouth HD
207	Main Post	ENLISTED Unaccompanied Personnel Housing	1927	YES	CE - Fort Monmouth HD
208	Main Post	ENLISTED Unaccompanied Personnel Housing	1927	YES	CE – Fort Monmouth HD
209	Main Post	ADMIN GENERAL PURPOSE	1928	YES	CE – Fort Monmouth HD
211	Main Post	Family Housing for COL.	1929	YES	CE – Fort Monmouth HD
212	Main Post	Family Housing for COL.	1929	YES	CE – Fort Monmouth HD
213	Main Post	Family Housing for COL.	1929	YES	CE – Fort Monmouth HD
214	Main Post	Family Housing for COL.	1932	YES	CE – Fort Monmouth HD
215	Main Post	Family Housing for COL.	1931	YES	CE – Fort Monmouth HD
216	Main Post	Family Housing for COL.	1931	YES	CE – Fort Monmouth

NRHP Eligible Buildings, Structures and Objects at Fort Monmouth					
Building ID	**Area**	**DPW Description**	**Year Built**	**Select Historic Property (Preservation Covenant Upon Transfer)**	**Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE)**
					HD
218	Main Post	Family Housing for COL.	1932	YES	CE – Fort Monmouth HD
219	Main Post	Family Housing for COL.	1932	YES	CE – Fort Monmouth HD
220	Main Post	Family Housing for COL.	1935	YES	CE – Fort Monmouth HD
221	Main Post	Family Housing for GENERAL OFFICE	1931	YES	CE – Fort Monmouth
222	Main Post	Family Housing for COL.	1935	YES	CE – Fort Monmouth HD
223	Main Post	Family Housing for COL.	1935	YES	CE – Fort Monmouth HD
224	Main Post	Family Housing for GENERAL OFFICE	1931	YES	CE – Fort Monmouth HD
225	Main Post	Family Housing for COL.	1932	YES	CE – Fort Monmouth HD
226	Main Post	Family Housing for COL.	1932	YES	CE – Fort Monmouth HD
227	Main Post	Family Housing for COL.	1932	YES	CE – Fort Monmouth HD
228	Main Post	Family Housing for COL.	1932	YES	CE – Fort Monmouth HD
229	Main Post	Family Housing for COL.	1931	YES	CE – Fort Monmouth HD
230	Main Post	Family Housing GENERAL OFFICE	1936	YES	CE – Fort Monmouth HD
233	Main Post	Family Housing for NCOs	1929	YES	CE – Fort Monmouth HD
234	Main Post	Family Housing for	1931	YES	CE – Fort

NRHP Eligible Buildings, Structures and Objects at Fort Monmouth					
Building ID	**Area**	**DPW Description**	**Year Built**	**Select Historic Property (Preservation Covenant Upon Transfer)**	**Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE)**
		NCOs			Monmouth HD
235	Main Post	Family Housing for NCOs	1931	YES	CE – Fort Monmouth HD
236	Main Post	Family Housing for NCOs	1931	YES	CE – Fort Monmouth HD
237	Main Post	Family Housing for NCOs	1931	YES	CE – Fort Monmouth HD
238	Main Post	Family Housing for NCOs	1931	YES	CE – Fort Monmouth HD
239	Main Post	Family Housing for NCOs	1931	YES	CE – Fort Monmouth
240	Main Post	Family Housing for NCOs	1932	YES	CE – Fort Monmouth HD
241	Main Post	Family Housing for NCOs	1932	YES	CE – Fort Monmouth HD
242	Main Post	Family Housing for NCOs	1932	YES	CE – Fort Monmouth HD
243	Main Post	Family Housing for NCOs	1932	YES	CE – Fort Monmouth HD
244	Main Post	Family Housing for NCOs	1932	YES	CE – Fort Monmouth HD
245	Main Post	Family Housing for NCOs	1932	YES	CE – Fort Monmouth HD
246	Main Post	Family Housing for NCOs	1932	YES	CE – Fort Monmouth HD
247	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
248	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD

NRHP Eligible Buildings, Structures and Objects at Fort Monmouth					
Building ID	**Area**	**DPW Description**	**Year Built**	**Select Historic Property (Preservation Covenant Upon Transfer)**	**Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE)**
249	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
250	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
251	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
252	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
253	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
254	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
255	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth
256	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
258	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
260	Main Post	SEWAGE LFT STATION	1930	YES	CE – Fort Monmouth HD
261	Main Post	Family Housing for LTC/MAJ	1930	YES	CE – Fort Monmouth HD
262	Main Post	Family Housing for LTC/MAJ	1930	YES	CE – Fort Monmouth HD
263	Main Post	Family Housing for LTC/MAJ	1930	YES	CE – Fort Monmouth HD
264	Main Post	Family Housing for LTC/MAJ	1931	YES	CE – Fort Monmouth HD
265	Main Post	Family Housing for LTC/MAJ	1932	YES	CE – Fort Monmouth

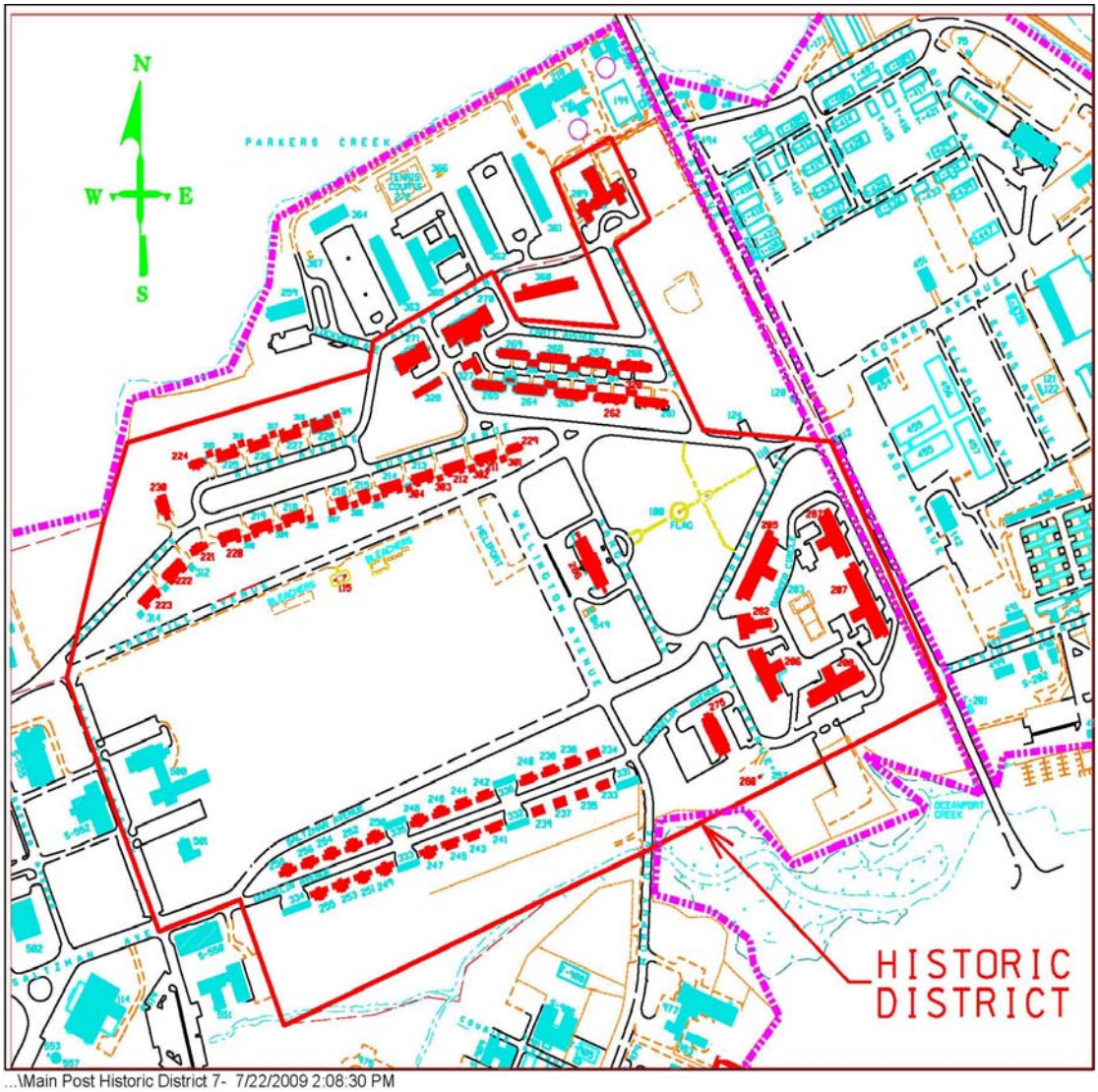
NRHP Eligible Buildings, Structures and Objects at Fort Monmouth					
Building ID	**Area**	**DPW Description**	**Year Built**	**Select Historic Property (Preservation Covenant Upon Transfer)**	**Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE)**
					HD
266	Main Post	Family Housing for LTC/MAJ	1932	YES	CE – Fort Monmouth HD
267	Main Post	Family Housing for LTC/MAJ	1931	YES	CE – Fort Monmouth HD
268	Main Post	Family Housing for LTC/MAJ	1931	YES	CE – Fort Monmouth HD
269	Main Post	Family Housing for LTC/MAJ	1930	YES	CE – Fort Monmouth HD
270	Main Post	ARMY LODGING, ADMIN GENERAL PURPOSE	1930	YES	CE – Fort Monmouth HD
271	Main Post	UOQ MILITARY	1934	YES	CE – Fort Monmouth HD
275	Main Post	MUSEUM SPT BLDG	1934	YES	CE – Fort Monmouth HD
282	Main Post	FIRE STATION	1935	YES	CE – Fort Monmouth HD
283	Main Post	ADMIN GENERAL PURPOSE, AUDITORIUM GP/ Squier Hall	1935	NO COVENANTS – HABS LEVEL RECORDATION	Fort Monmouth HD; I
286	Main Post	ADMIN GENERAL PURPOSE	1936	YES	CE – Fort Monmouth HD
287	Main Post	ENLISTED Unaccompanied Personnel Housing	1927	YES	CE – Fort Monmouth HD
301	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
302	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
303	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth

NRHP Eligible Buildings, Structures and Objects at Fort Monmouth					
Building ID	**Area**	**DPW Description**	**Year Built**	**Select Historic Property (Preservation Covenant Upon Transfer)**	**Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE)**
					HD
304	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
305	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
306	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
307	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
308	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
309	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
310	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
312	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
313	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
314	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
315	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
316	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
317	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
318	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD

NRHP Eligible Buildings, Structures and Objects at Fort Monmouth					
Building ID	**Area**	**DPW Description**	**Year Built**	**Select Historic Property (Preservation Covenant Upon Transfer)**	**Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE)**
319	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
320	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
321	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
322	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
323	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
324	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
325	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
326	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
327	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
328	Main Post	Family Housing Garage	1937	YES	CE – Fort Monmouth HD
2000	Golf Club Charles Wood Area	Officers Open Dining	1926	YES	CE – Charles Wood HD
2020	Golf Club Charles Wood Area	SWIM POOL	1935	YES	CE – Charles Wood HD
2700	Charles Wood Area	ADMIN GENERAL PURPOSE/ “The Hexagon”	1955	NO COVENANTS – HABS LEVEL MITIGATION	I
2701	Charles Wood Area	Support Electrical Substation for the Hexagon	1943/1955	NO COVENANTS – HABS LEVEL	I

NRHP Eligible Buildings, Structures and Objects at Fort Monmouth					
Building ID	**Area**	**DPW Description**	**Year Built**	**Select Historic Property (Preservation Covenant Upon Transfer)**	**Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE)**
				MITIGATION	
2750	Charles Wood Area	Storage - Dymaxion Deployment Unit (On top of 2700)	1943/1955	NO COVENANTS– HABS LEVEL MITIGATION	I
2540 (Mural Only)	Charles Wood Area	Kronenburg Mural (Inside of 2540)	2000	NO COVENANTS– HABS LEVEL MITIGATION	Individual
None	Charles Wood Area	Select Areas of the Golf Course	N/A – Potential Archeological Sites.	Select Areas Shall Receive Archeological Preservation Covenants Per Attachment E	Unknown – Protected by Covenants

FORT MONMOUTH NATIONAL REGISTER DISTRICT



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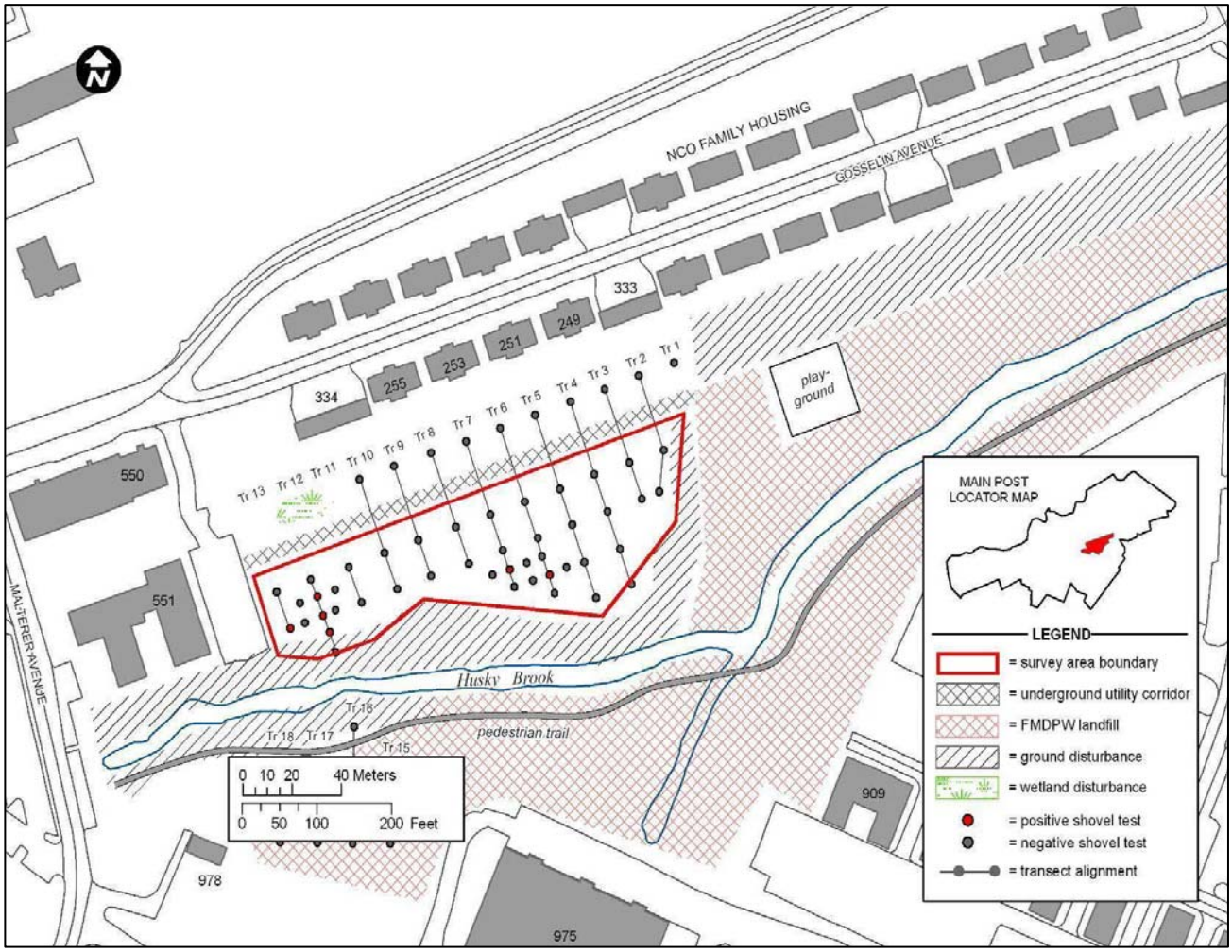
ATTACHMENT B

VSR-2 Area to Receive Phase II Survey in Red



ATTACHMENT C

Federally Recognized Indian Tribes That May Attach Traditional Religious and Cultural Importance to Fort Monmouth Properties

1. Delaware Nation, Oklahoma (formerly Delaware Tribe of Western Oklahoma)
    a. Edgar French, President
       Delaware Nation P.O. Box 825
       Anadarko, OK 73005
       Phone: 405-247-2448

    b. David M. Scholes, NAGPRA
       Delaware Nation P.O. Box 825
       Anadarko, OK 73005
       Phone: 405-247-2448, x-162

2. Delaware Tribe of Indians, Oklahoma
    a. Larry Joe Brooks, Chief
       Delaware Tribe of Indians
       220 NW Virginia Avenue
       Bartlesville, OK 74003
       Phone: 918-336-5272

    b. Dr. Brice Obermeyer, NAGPRA
       Dept. Soc. & Anthropology, Emporia State University
       Roosevelt hall, Room 121
       1200 Commercial, Box 4022
       Emporia, KS 66801

3. Stockbridge-Munsee Community, Wisconsin
    a. Robert Chicks, President
       Stockbridge-Munsee Community
       N8476 Mo He Con Nuck Rd
       Bowler, WI 54416
       Phone: 715-793-4111

    b. Sherry White, NAGPRA
       Stockbridge-Munsee Tribe
       P.O. Box 70
       N8510 Mo He Con Nuck Rd.
       Bowler, WI 54416
       Phone: 715-793-3970

ATTACHMENT D

Standard Preservation Covenant For Conveyance Of Property That Contains Historic Buildings And Structures

1. In consideration of the conveyance of certain real property hereinafter referred to as (name of property), located in the (name of county), (name of state), which is more fully described as: (Insert legal description), (Name of property recipient) hereby covenants on behalf of (himself/herself/itself), (his/her/its) heirs, successors, and assigns at all times to the (name of NJSHPO parent organization) to preserve and maintain (name of property) in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service 1992 (This and updates can be found at www2.cr.nps.gov/tps/tax/rhb , as available on 22 November 2004)) in order to preserve and enhance those qualities that make (name of historic property) eligible for inclusion in/or resulted in the inclusion of the property in the National Register of Historic Places. If (Name of property recipient) desires to deviate from these maintenance standards, (Name of property recipient) will notify and consult with the (name of state) Historic Preservation Officer in accordance with paragraphs 2, 3, and 4 of this covenant.

2. (Name of property recipient) will notify the appropriate (name of state) Historic Preservation Officer in writing prior to undertaking any construction, alteration, remodeling, demolition, or other modification to structures or setting that would affect the integrity or appearance of (name of historic property). Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of (name of historic property).

3. Within thirty (30) calendar days of the appropriate (name of state) Historic Preservation Officer's receipt of notification provided by (name of property recipient) pursuant to paragraph 2 of this covenant, the NJSHPO will respond to (name of property recipient) in writing as follows:

a. That (name of property recipient) may proceed with the proposed undertaking without further consultation;

b. That (name of property recipient) must initiate and complete consultation with the (name of state) Historic Preservation office before (he/she/it) can proceed with the proposed undertaking.

If the NJSHPO fails to respond to the (name of property recipient)'s written notice, as described in paragraph 2, within thirty (30) calendar days of the NJSHPO's receipt of the same, then (name of property recipient) may proceed with the proposed undertaking without further consultation with the NJSHPO.

4. If the response provided to (name of property recipient) by the NJSHPO pursuant to paragraph 3 of this covenant requires consultation with the NJSHPO, then both parties

will so consult in good faith to arrive at mutually-agreeable and appropriate measures that (name of property recipient) will implement to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually-agreeable mitigation measures, then (name of property recipient) shall, at a minimum, undertake recordation for the concerned property—in accordance with the Secretary of Interior's standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree—prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which (name of property recipient) and the NJSHPO mutually agree, or any recordation that may be required, shall be carried out solely at the expense of (name of property recipient). The mandatory recordation and documentation of structures proposed for demolition or substantial alteration will be archived in an appropriate repository designated by the NJSHPO.

5. The (name of NJSHPO parent organization) shall be permitted at all reasonable times to inspect (name of historic property) in order to ascertain its condition and to fulfill responsibilities hereunder.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the (name of NJSHPO parent organization) may, following reasonable notice to (name of recipient), institute suit to enjoin said violation or to require the restoration of (name of historic property). The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorneys fees.

7. In the event that the (name of historic property) (i) is substantially destroyed by fire or other casualty, or (ii) is not totally destroyed by fire or other casualty, but damage thereto is so serious that restoration would be financially impractical in the reasonable judgment of the Owner, this covenant shall terminate on the date of such destruction or casualty. Upon such termination, the Owner shall deliver a duly executed and acknowledged notice of such termination to the (name of NJSHPO parent organization), and record a duplicate original of said notice in the (name of county) Deed Records. Such notice shall be conclusive evidence in favor of every person dealing with the (name of historic property) as to the facts set forth therein.

8. (Name of recipient) agrees that the (name of NJSHPO parent organization) may at its discretion, without prior notice to (name of recipient), convey and assign all or part of its rights and responsibilities contained herein to a third party.

9. This covenant is binding on (name of recipient), (his/her/its) heirs, successors, and assigns in perpetuity, unless explicitly waived by the (name of NJSHPO parent organization). Restrictions, stipulations, and covenants contained herein shall be inserted by (name of recipient) verbatim or by express reference in any deed or other legal instrument by which (he/she/it) divests (himself/herself/itself) of either the fee simple title or any other lesser estate in (name of property) or any part thereof.

10. The failure of the (name of NJSHPO parent organization) 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.

11. The covenant shall be a binding servitude upon (name of historic property) and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that (name of recipient) agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

ATTACHMENT E

Archeological Covenant and Map of Golf Course Areas to Receive Covenants and Standard Preservation Covenant For Conveyance Of Property That Includes Archeological Sites

In consideration of the conveyance of the real property that includes the (official number(s) designation of archeological site(s)] located in the County of [name of county], New Jersey, which is more fully described as [insert legal description], (Name of property recipient] hereby covenants on behalf of [himself/herself/itself], [his/her/its] heirs, successors, and assigns at all times to the (name of NJSHPO parent organization), to maintain and preserve [official number(s) designation of archeological site(s)], by carrying out measures as follows:

1. These archeological sites have been determined by the NJSHPO to be eligible for the National Register of Historic Places. No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken for these sites which would affect the physical integrity of these sites without the express prior written permission of the NJSHPO, signed by a fully authorized representative thereof. Should the NJSHPO require, as a condition of the granting of such permission, that (Name of property recipient) conduct archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on an archaeological site, (Name of property recipient) shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37) and such standards and guidelines as the NJSHPO may specify, including but not limited to standards and guidelines for research design, conduct of field work, conduct of analysis, preparation and dissemination of reports, disposition of artifacts and other materials. (Name of property recipient) shall also consult with Native American governments having standing regarding disposition of funerary and human remains.

2. If Native American human remains are encountered at any time on these archeological sites, (Name of property recipient) shall notify and consult with the (appropriate) affiliated Federally recognized Indian tribe (s) to determine appropriate treatment measures for these human remains in agreement with 36 CFR 800.13(b). It shall be the responsibility of (Name of property recipient) to either preserve in place or repatriate these human remains, depending on the agreed upon determination of the tribe(s).

3. (Name of property recipient) shall make every reasonable effort to prevent any person from vandalizing or otherwise disturbing these National Register eligible archaeological sites. (Name of property recipient)will follow any recommendation by the State Historic Preservation Officer to protect these sites. Any such vandalization or disturbance shall be promptly reported to the State Historic Preservation Officer and the (appropriate) tribe(s).

4. The State Historic Preservation Officer and the (appropriate) tribe(s) shall be permitted at all reasonable times to inspect (the property) to ascertain if the above conditions are being observed.

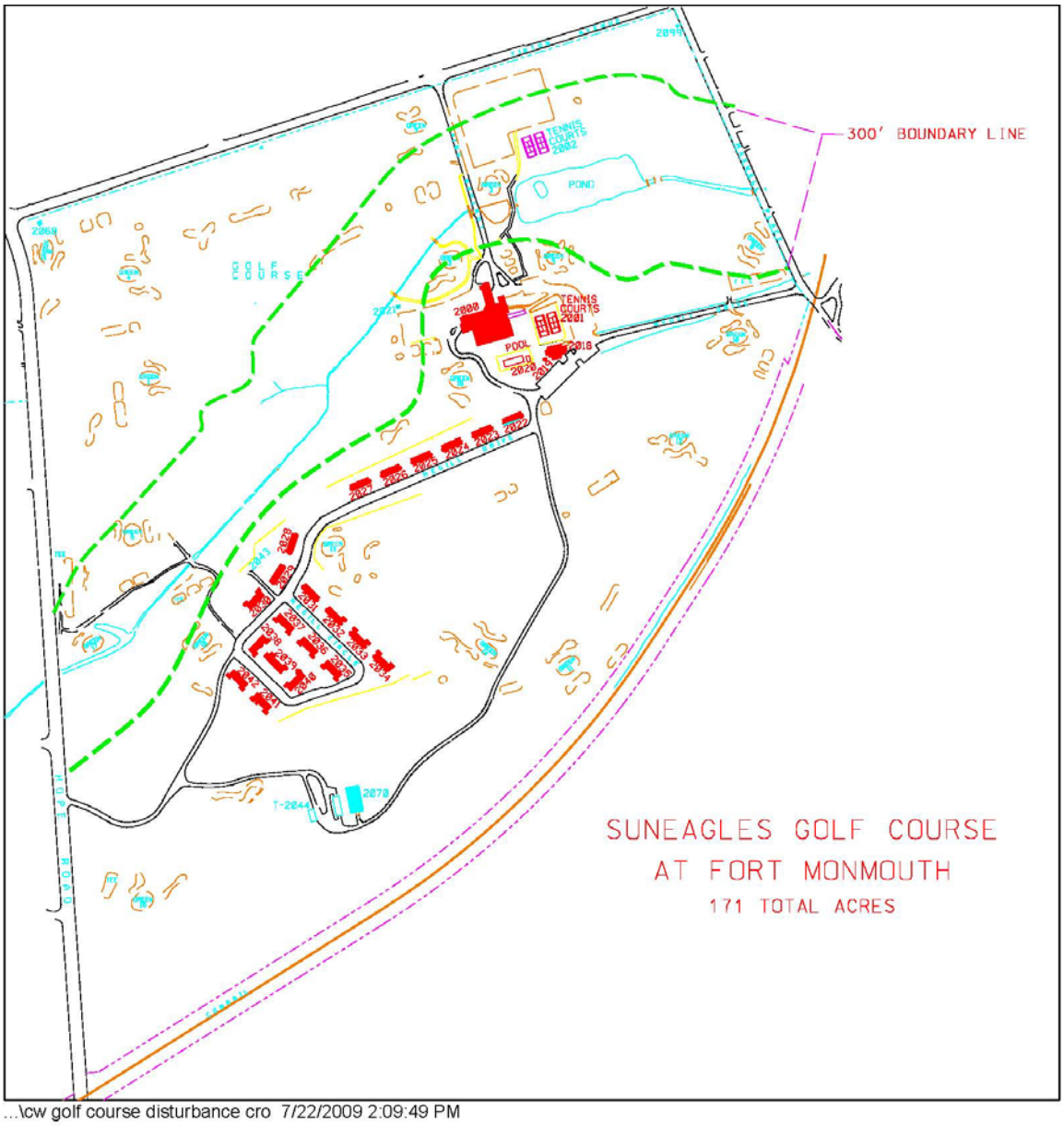
5. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the State Historic Preservation Officer may, following reasonable notice to (Name of property recipient), institute suit to enjoin said violation or to require the restoration of any archaeological site affected by such violation. If successful, the State Historic Preservation Officer shall be entitled to recover all costs or expenses incurred in connection with such suit, including all court costs and attorney's fees.

6. This covenant is binding on (Name of property recipient), its heirs, successors and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by (Name of property recipient) verbatim or by express reference in any deed or legal instrument by which it divests itself of either the fee simple title or any other lesser estate in (the part of the property containing the subject archeological sites) or any part thereof.

7. The failure of the State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any right or remedy or the use of such right or remedy at any other time. (Name of property recipient) agrees that the (name of NJSHPO parent organization) may, at its discretion and without prior notice to (Name of property recipient), convey and assign all or part of its rights and responsibilities contained in this covenant to a third party.

The covenant shall be a binding servitude upon the real property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that (name of property recipient) agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

MAP OF AREAS TO RECEIVE ARCHEOLOGICAL COVENANTS



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