

**MEMORANDUM OF UNDERSTANDING
AMONG
THE GOVERNOR OF THE COMMONWEALTH OF VIRGINIA
THE SECRETARY OF ADMINISTRATION,
DEPARTMENT OF HISTORIC RESOURCES,
AND
FORT MONROE AUTHORITY,
FOR THE
REDEVELOPMENT AND MANAGEMENT OF FORT MONROE, VA**

WHEREAS, the Commonwealth of Virginia (Commonwealth) holds reverter rights on certain lands that comprise a portion of Fort Monroe, and the Commonwealth anticipates receiving from the Army as a result of its reverter rights over Fort Monroe approximately 570 acres of the Old Point Comfort Peninsula located within the City of Hampton; and

WHEREAS, the Commonwealth, in the person of the Governor, signed the “Programmatic Agreement Among the United States Army, Virginia State Historic Preservation Officer, Advisory Council on Historic Preservation, Commonwealth of Virginia, Fort Monroe Federal Area Development Authority, and National Park Service for the Closure and Disposal of Fort Monroe, VA” (Fort Monroe PA) in April 2009; and

WHEREAS, Stipulation IV.A. of the Fort Monroe PA requires the Commonwealth to enter into a State-Level Memorandum of Understanding (Agreement) in support of “the long term management of Fort Monroe consistent with the terms of [the Fort Monroe PA]”, and the obligations expressed therein, after the reversion of the property at Fort Monroe to the Commonwealth; and

WHEREAS, nothing in this Agreement shall preclude, amend or nullify the stipulations in the Fort Monroe PA; and

WHEREAS, the Commonwealth, the Secretary of Administration, the Fort Monroe Authority (FMA; formerly the Fort Monroe Federal Area Development Authority—FMFADA), and the Department of Historic Resources (DHR) all acknowledge that Fort Monroe, a property listed to the Virginia Landmarks Register (VLR) in 1969 and designated by the National Park Service (NPS) as a National Historic Landmark (NHL), its highest recognition, in 1960, and listed in the National Register of Historic Places (NRHP) in 1966, is a nationally significant historic property, and these parties recognize their stewardship responsibilities to properly consider, maintain, and protect the significant characteristics of the Fort Monroe NHL District, its contributing resources, and those properties at Fort Monroe determined individually eligible for the VLR and the NRHP; and

WHEREAS, the Commonwealth, the Secretary of Administration, the FMA, and the DHR understand that, in order to ensure that the significant characteristics of the Fort Monroe NHL District, its contributing resources, and those properties at Fort Monroe determined individually eligible for the VLR and the NRHP are properly maintained and protected, will require adaptive reuse of existing historic buildings and may require a sensitive level of compatible redevelopment in order to ensure economic sustainability through a steady and diverse revenue stream; and

WHEREAS, the Commonwealth, the Secretary of Administration, the FMA, and the DHR recognize that the redevelopment of Fort Monroe by the FMA has the potential to impact historic properties, including archaeological resources, that are listed in or eligible for listing in the VLR and the NRHP, and those historic properties and archaeological resources that have not yet been

identified which may be eligible for the VLR and the NRHP, however the nature of these effects cannot be determined at this time; and

WHEREAS, the Commonwealth, in the person of the Governor, as the reversionary owner of the property, is thereby responsible for establishing policies regarding the management and redevelopment of the reversionary property at Fort Monroe and has specific responsibilities under this Agreement; and

WHEREAS, the FMA, as the future property manager and developer of the reversionary property at Fort Monroe on behalf of the Commonwealth has specified responsibilities under this Agreement; and

WHEREAS, the Secretary of Administration has specified responsibilities under this Agreement; and

WHEREAS, the DHR has specified responsibilities under this;

NOW, THEREFORE, the Signatory Parties (the Commonwealth, the FMA, the Secretary of Administration, and the DHR) agree that no action shall be undertaken that will adversely affect historic properties until all prudent and feasible alternatives to avoid such adverse effects are explored, and that the reversionary property at Fort Monroe, located in the City of Hampton, shall be managed, redeveloped, and maintained in the manner outlined below in order to ensure that the impacts of undertakings financed, in whole or in part, sponsored, permitted, or otherwise authorized to proceed by the Commonwealth or an agent thereof on historic properties are taken into account.

STIPULATIONS

I. The Signatory Parties agree that the following Principles and Statements shall inform the management and redevelopment of Fort Monroe:

A. Preservation of the NHL Status of Fort Monroe

1. The Signatory Parties shall recognize the significant archaeological, architectural, viewshed, and cultural landscape characteristics that contribute to the Fort Monroe NHL District and recognize their stewardship responsibilities to properly consider, identify, maintain, and protect these significant characteristics.
2. The Signatory Parties shall make prudent and feasible efforts to maintain the NHL status of the Fort Monroe NHL District.
3. The Signatory Parties shall ensure, to the greatest extent possible, the reuse of historic

buildings and structures that contribute to the Fort Monroe NHL District.

4. The Signatory Parties shall consider the direct, cumulative, and indirect effects of their undertakings, not only on specific historic properties at Fort Monroe, but also on historically significant viewsheds and cultural landscapes and on the Fort Monroe NHL District as a whole.

B. Historic Property Management Zones

1. The Management Zones shall serve as the basis for a comprehensive approach for the management and treatment of the diverse and numerous historic, architectural, viewshed, cultural landscape, and archaeological resources at Fort Monroe. The rationale for the Management Zone boundaries is based upon careful consideration of historic and existing architectural character, current and past land uses, construction periods, concentration of contributing resources, and resource types such as the Endicott Batteries and those properties individually eligible for listing on the NRHP and the VLR.
2. The Management Zones *do not* recommend or suggest any possible future subdivision of Fort Monroe nor are they intended to encourage consideration of each Zone in isolation without acknowledging the implications of future management decisions and treatments on adjacent Zones and Fort Monroe as a whole.
3. Definition of Management Zones
 - i) The Management Zones are as follows:
 - a) Zone A (West Peninsula)
 - b) Zone B (East Peninsula)
 - c) Zone C (North Gate Road/Stilwell Drive)
 - d) Zone D (McNair, Ingalls, Fenwick Corridors)
 - e) Zone E (Stone Fort and Moat)
 - f) Endicott Batteries
 - g) Individually eligible historic properties
 - ii) The boundaries of the Management Zones are defined in Appendix C (Map) and Appendix D (Narrative description).

C. Public Access

1. The Signatory Parties shall recognize the importance that the public has placed on the need for continued public access to the historic and natural amenities at Fort Monroe.
2. The Signatory Parties shall maintain and enhance public access to Fort Monroe's historic, natural, and recreational attractions to the greatest extent possible.

D. Economic Sustainability

1. The Signatory Parties shall recognize that economic sustainability is essential to ensuring the continued and future preservation of historic properties at Fort Monroe.
2. The Signatory Parties shall endeavor to create a sustainable, steady, and diverse revenue stream at Fort Monroe that is in keeping with the principles expressed in Stipulation I.A above.

E. National Park Service National Park Initiative

The Signatory Parties shall take no actions that may preclude the use of Fort Monroe as a National Park, in whole or in part, or entering into an affiliated partnership with the National Park Service (NPS) at Fort Monroe until such time that the Commonwealth and the FMA have consulted with the NPS and have evaluated such opportunities.

F. Continuing Enforcement

In the event of a transfer of any interest in the real estate, or delegation of their interest in or respective responsibilities for Fort Monroe, the Commonwealth and the FMA shall bind the transferee or the delegatee to the terms of this Agreement, as appropriate, through available legally enforceable mechanisms.

II. The FMA shall ensure the following:

A. Historic Preservation Manual and Design Standards

1. Prior to closure and the Commonwealth assuming responsibility for the Reversionary Land, the FMA shall develop and adopt a Historic Preservation Manual and Design Standards (Design Standards) for activities occurring on the reversionary and non-reversionary land at Fort Monroe.
2. The Design Standards shall be based upon and consistent with sound and accepted preservation practices and standards as established and revised in relevant NPS publications and guidance documents, such as its Preservation Briefs and Preservation Tech Notes series, and other appropriate source materials including, for example, *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes* (National Park Service 1996), *Preservation Bulletin 36: Protecting Cultural Landscapes: Planning, Treatment, and Management of Historic Landscapes*, and *Historic Fortification Preservation Handbook* (National Park Service, NPS 2003). The Design Standards shall be consistent with the property management and treatment of historic property requirements found in Stipulation III.C, below. The Design Standards shall, at a

minimum, address the following:

- i) The array of treatment options (rehabilitation, restoration, reconstruction, preservation) for existing historic buildings, structures, objects, and landscapes.
 - ii) Routine maintenance and repair activities.
 - iii) Appropriate design, massing, height, scale, materials, location, spatial relationships, density, etc. for new construction and additions to existing buildings or structures within each Management Zone.
 - iv) Significant historic viewsheds and cultural landscapes identified by the Army pursuant to Stipulation I.D. and I.E. of the Fort Monroe PA.
 - v) Potential to affect archaeological sites resulting from proposed ground disturbing activities.
3. The FMA shall post preliminary drafts of the Design Standards on its website to solicit public comment. The FMA shall consider the comments of the public as it revises the Design Standards and make those comments received from the public available to the DHR and the NPS for their consideration.
4. The FMA shall provide a draft of the Design Standards, and any public comments received on the draft Design Standards, to the consulting parties to the Fort Monroe PA as identified in Appendix F of that document for review and comment. The FMA shall consider the comments of the consulting parties as it develops the final Design Standards.
5. The FMA shall provide a final draft of the Design Standards to the DHR and the NPS for review and approval.
6. The FMA shall ensure that a copy of the final Design Standards is provided to the Signatory Parties of this Agreement, the Army, Advisory Council on Historic Preservation, and the NPS; and that the Design Standards are posted on its website within thirty (30) days of their approval by the DHR and the NPS. The final Design Standards shall be used by the Signatory Parties to carry out their respective responsibilities pursuant to this Agreement.
7. Amendment to the Final Design Standards:
 - i) Recommendations for amendment to the Design Standards may be made through written request to the FMA.
 - ii) The Signatory Parties shall consult on the need for amendment and shall seek technical assistance from the NPS as necessary.

- iii) The Signatory Parties shall take into account any technical assistance from the NPS in making a decision to amend the Design Standards.
- iv) The proposed response to the request for amendment shall be posted for public comment on the FMA website for a period of thirty (30) calendar days.
- v) The DHR shall have approval authority over any proposed amendment to the Design Standards. Upon DHR approval, the amended Design Standards shall be posted on the FMA website.

B. Interpretive and Educational Planning

- 1. Within twelve (12) months of execution of this Agreement, the FMA shall review the Interpretive Master Plan developed for Fort Monroe and other relevant core studies prepared by consultants and the "Fort Monroe Historic Preservation Advisory Group" and its various working groups. As and when appropriate, these documents and studies should be shared with the NPS and other parties in order to foster cooperative partnerships for interpretive, educational and recreational opportunities at Fort Monroe.
- 2. The FMA shall actively support interpretive, educational and recreational opportunities at Fort Monroe by seeking resources as appropriate and as a result of consultation with the NPS and other appropriate parties, and by periodic development and updates to plans, ongoing maintenance of interpretive and recreational materials and assets, and curation and preservation of artifacts and historic records and documents in its care.

III. The Commonwealth shall ensure the following:

A. Assistance by Other State Agencies

All agencies of the Commonwealth shall support the principles of this Agreement and shall provide such assistance as necessary when called upon in order to meet its terms and objectives.

B. Stewardship Commitments

- 1. The Commonwealth shall ensure that the property shall be managed in accordance with the treatments specified for the designated Management Zones established in Stipulation III.C.1 below, and the final Design Standards developed pursuant to Stipulation II.A above.
- 2. The Commonwealth shall take all prudent and feasible actions to preserve and protect

the historic properties at Fort Monroe and the Fort Monroe NHL District as a whole.

3. The Commonwealth shall not cause an adverse effect to the Fort Monroe NHL District, or any of its contributing historic, architectural, archaeological, viewshed or cultural landscape elements, unless after a full consideration of alternatives and consultation pursuant to Stipulation III.D.4 below, it is determined that the adverse effect cannot be avoided.

C. Upon Assuming Management of the Property

1. Treatment of Historic Properties

i) Zone A (West Peninsula)

- a) New construction shall be minimized in order to maintain the current and historic character of Zone A as an area of little permanent development and a more natural setting.
- b) New construction shall be in accordance with established Design Standards and implemented only after consultation pursuant to Stipulation III.D.4 below.
- c) Demolition of a contributing property to the Fort Monroe NHL District shall not occur until after a full consideration of reuse alternatives, documentation of reuse alternatives, and justification of the reason(s) why they are not prudent and feasible, and presentation of economic data to support the proposal to demolish the historic property are completed and provided by the project proponent. The Commonwealth shall consult on such undertakings pursuant to Stipulation III.D.4 below.
- d) All restoration, preservation, rehabilitation or reconstruction (if appropriate due to loss of a historic property) shall be done according to the Design Standards.

ii) Zone B (East Peninsula)

- a) The Commonwealth shall fully consider reuse alternatives that maintain the existing housing, cultural landscape features, and circulation patterns prior to demolishing Wherry Housing consistent with the provisions of the Program Comment. The Commonwealth shall consider the use of historic federal and state rehabilitation tax credits and other preservation incentives in their decision-making processes.
- b) New construction outside of the Wherry Housing area, but still within Zone B, shall, to the greatest extent practicable, be constructed within the same general geographic area of disturbance as previous development, and maintain no more than the same two to three-story height found in the contributing historic buildings in Zone B and in accordance with the Design Standards. New construction shall occur only after consultation pursuant to Stipulation III.D.4 below.

- c) The Commonwealth shall provide the DHR supporting materials that document the Commonwealth's full consideration of reuse alternatives that maintain the existing Wherry Housing.
 - d) After full consideration of reuse alternatives and the comments provided by the DHR, the FMA, and any other comments received pursuant to the protocol established in Stipulation III.D.2.iii)g) below, the Commonwealth may demolish the Wherry Housing.
 - e) If any new construction is proposed in the Wherry Housing area, any new construction shall, to the greatest extent practicable, be constructed within the same general geographic area of ground disturbance as previous development, and maintain no more than the same two to three-story height found in the contributing historic buildings of the Wherry Housing area and in accordance with the Design Standards. New construction shall occur only after consultation pursuant to Stipulation III.D.4 below.
 - f) If new construction is proposed in the Wherry Housing area, to the greatest extent practicable, existing cultural landscape features and circulation patterns shall be maintained.
 - g) All restoration, preservation, rehabilitation or reconstruction (if appropriate due to loss of a historic property) shall be done according to the Design Standards.
- iii) Zone C (North Gate/Stilwell Drive)
- a) Demolition of a contributing property to the Fort Monroe NHL District shall not occur until after a full consideration of reuse alternatives, documentation of reuse alternatives, and justification of the reason(s) why they are not prudent and feasible, and presentation of economic data to support the proposal to demolish the historic property are completed and provided by the project proponent. The Commonwealth shall consult on such undertakings pursuant to Stipulation III.D.4 below.
 - b) New infill construction shall be in accordance with established Design Standards and implemented only after consultation pursuant to Stipulation III.D.4 below.
 - c) All restoration, preservation, rehabilitation or reconstruction (if appropriate due to loss of a historic property) shall be done according to the Design Standards.
- iv) Zone D (McNair, Ingalls, Fenwick Corridor)
- a) Demolition of a contributing property to the Fort Monroe NHL District shall not occur until after a full consideration of reuse alternatives, documentation of reuse alternatives, and justification of the reason(s) why they are not prudent and feasible, and presentation of economic data to support the proposal to demolish the historic property are completed and provided by the project proponent. The Commonwealth shall consult on such undertakings pursuant to Stipulation III.D.4 below.

- b) Only limited new infill construction for the replacement of pre-existing buildings/structures in accordance with the Design Standards shall occur and only after consultation pursuant to Stipulation III.D.4 below. Any proposed replacement of a building or structure shall have documented historic precedent and be compatible with the existing architectural character of the Management Zone.
 - 1) Notwithstanding the foregoing, this Agreement recognizes the validity of the pre-existing Programmatic Agreement among the Army, the DHR, and OPC Hampton, LLC, or successor agreements entered into by the Commonwealth, which includes the establishment and construction of a future parking facility for the former Chamberlin Hotel.
 - 2) Continued consultation among OPC Hampton, LLC, the DHR, and other state or federal entities, such as the NPS, regarding the parking facility for the former Chamberlin Hotel shall proceed according to existing authorities and protocols provided, however, that the construction of the parking facility shall be subject to the Design Standards with respect to design, massing, scale, height, and materials.
 - c) All restoration, preservation, rehabilitation or reconstruction (if appropriate due to loss of a historic property) shall be done according to the Design Standards.
- v) Zone E (Stone Fort and Moat)
- a) No demolition of a contributing property to the Fort Monroe NHL District shall occur unless necessary to address immediate health and safety concerns or to prevent further property damage, and only after consultation pursuant to Stipulation III.D.4 below.
 - 1) If the Commonwealth determines that demolition is necessary and appropriate, only that amount of historic fabric and materials needed to ensure adequate protection of life and property shall be removed.
 - 2) Existing historic materials and features, such as bricks, windows, mantels, sills, lintels, etc. shall be salvaged to the greatest extent practicable and safely stored for reuse in the reconstruction of the property or to replace deteriorated or damaged historic materials and features in other contributing properties at Fort Monroe.
 - 3) The Commonwealth shall undertake adequate protections to stabilize, secure, and preserve the remaining extant portions of the historic property from further damage.
 - b) No new infill construction shall occur unless to reconstruct documented missing historic properties or landscapes and only after consultation pursuant to Stipulation III.D.4 below. New infill construction shall have documented historic precedent and be compatible with the existing architectural character of the Management Zone.

- c) All restoration, preservation, rehabilitation or reconstruction (if appropriate due to loss of a historic property) shall be done according to the Design Standards.
 - d) Reuse of historic properties shall occur in a sensitive and appropriate manner that corresponds with their historic use or a new use that requires minimal change to their distinctive materials, features, spaces, and spatial relationships.
- vi) Endicott Batteries
- a) No demolition shall occur unless necessary to address immediate health and safety concerns or to prevent further property damage, and only after consultation pursuant to Stipulation III.D.4 below.
 - 1) If the Commonwealth determines that demolition is necessary and appropriate, only that amount of historic fabric and materials needed to ensure adequate protection of life and property shall be removed.
 - 2) Existing historic materials and features, such as gun mounts, windows, mantels, sills, lintels, etc. shall be salvaged to the greatest extent practicable and safely stored for reuse in the reconstruction of the property or to replace deteriorated or damaged historic materials and features in other contributing properties at Fort Monroe.
 - 3) The Commonwealth shall undertake adequate protections to stabilize, secure, and preserve the remaining extant portions of the historic property from further damage.
 - b) All restoration, preservation, rehabilitation or reconstruction (if appropriate due to loss of a historic property) shall be done according to the Design Standards.
- vii) Individually Eligible Historic Properties
- a) No demolition shall occur unless necessary to address immediate health and safety concerns or to prevent further property damage, and only after consultation pursuant to Stipulation III.D.4 below.
 - 1) If the Commonwealth determines that demolition is necessary and appropriate, only that amount of historic fabric and materials needed to ensure adequate protection of life and property shall be removed.
 - 2) Existing historic materials and features, such as bricks, windows, mantels, sills, lintels, etc. shall be salvaged to the greatest extent practicable and safely stored for reuse in the reconstruction of the property or to replace deteriorated or damaged historic materials and features in other contributing properties at Fort Monroe.
 - 3) The Commonwealth shall undertake adequate protections to stabilize, secure, and preserve the remaining extant portions of the historic property from further damage.
 - b) All restoration, preservation, rehabilitation or reconstruction (if appropriate due to loss of a historic property) shall be done according to the Design Standards.

2. Archaeological considerations in the Management Zones

The process outlined herein shall be applicable for all Management Zones described in Stipulation III.C.1.i through vii above.

- i) If the Commonwealth determines, in consultation with the DHR, that further efforts are needed to identify archaeological sites, the Commonwealth shall ensure that an archaeological testing program is developed in consultation with the DHR and after considering any other comments received pursuant to the protocol established in Stipulation III.D.2.iii)g) below. Prior to affecting any potentially eligible archaeological site, the Commonwealth shall develop a testing program of sufficient intensity to provide an evaluation of eligibility for the VLR and the NRHP by the Commonwealth in consultation with the DHR, following the regulations outlined in Virginia Administrative Code 17 VAC 5-30 and 17 VAC 10-20.
- ii) If, as a result of the testing program, archaeological sites are identified that are eligible for the VLR and the NRHP, the Commonwealth shall develop a plan for their avoidance, protection, or recovery of information, in consultation with the DHR and after considering any other comments received pursuant to the protocol established in Stipulation III.D.2.iii)g) below. The plan shall be submitted to the DHR for review and approval prior to implementation.
- iii) The treatment plan shall evaluate the full range of treatment options for a resource (avoidance shall be the preferred treatment). Following approval by the DHR, the treatment plan shall be implemented by a qualified archaeologist.
- iv) All data recovery plans prepared under the terms of this Agreement shall include the following elements:
 - a) Information on the archaeological property or properties where data recovery is to be carried out and the context in which such properties are eligible for the VLR and the NRHP;
 - b) Information on any property, properties, or portions of properties that will be destroyed without data recovery;
 - c) Discussion of the research questions to be addressed through the data recovery with an explanation/justification of their relevance and importance;
 - d) Description of the recovery methods to be used, with an explanation of their pertinence to the research questions;
 - e) Information on arrangements for any regular progress reports or meetings to keep the DHR up to date on the course of the work. The plan should contain the expected timetable for excavation, analysis and preparation of the final report;

- f) Proposed methods for disseminating results for the work to the interested public; and
- g) Proposed methods by which other parties, if applicable, shall be kept informed of the work, and if human remains and/or grave goods are expected to be encountered, information on consultation with the appropriate state or federally recognized tribes and the VCI regarding final disposition of the human remains and/or grave goods.

3. Demolition of non-contributing buildings and structures

- i) The Commonwealth shall consult with the DHR as outlined in Stipulation III.C.2 above to assess whether ground disturbing activities associated with the demolition of buildings and structures identified as non-contributing properties to the Fort Monroe NHL District may affect recorded archaeological sites or archaeologically sensitive areas.
- ii) If the Commonwealth determines that no archaeological resources will be affected by the proposed demolition, the Commonwealth may demolish without further review those buildings and structures identified as non-contributing properties to the Fort Monroe NHL District.
- iii) If the Commonwealth determines that the demolition of non-contributing buildings or structures may affect recorded archaeological sites or archaeologically sensitive areas, the Commonwealth shall follow the procedure outlined in Stipulation III.D.4 below.
- iv) The Commonwealth shall report demolitions of non-contributing buildings or structures to the DHR and the FMA annually pursuant to Stipulation IV.F below.

4. Mothballed Buildings and Structures

- i) The Commonwealth shall adopt the plan and procedures for mothballing buildings and structures developed by the Army in Stipulation I.G of the Fort Monroe PA and implement it for those properties the Army had not been able to mothball prior to closure, and for future vacant properties under the ownership, management or control of the Commonwealth.
- ii) The Commonwealth shall undertake all prudent and feasible efforts to preserve historic buildings through mothballing if they have been or are to remain vacant for twelve (12) months or longer, or if there is no planned use for them identified.

5. Sustainable ("green") Preservation, Construction, and Development

The Commonwealth shall use sustainable ("green") techniques, materials, and principles in the rehabilitation, restoration or preservation of historic properties in a manner that is consistent with the Design Standards.

6. In the event of Sale, Transfer or Lease of Property

- i) The Commonwealth shall develop, in consultation with the FMA and the DHR, criteria that shall guide the decision-making process for the sale, transfer or lease of historic properties at Fort Monroe. The criteria shall include at a minimum the following:
 - a) An economic analysis comparing retention of the historic property under Commonwealth ownership and control vs. the sale, transfer or lease of the historic property to another entity.
 - b) Anticipated effects to the characteristics that make the historic property eligible for the VLR and the NRHP either as a contributing resource in the Fort Monroe NHL District or individually.
 - c) Significance of the historic property.
 - d) Physical condition of the historic property, to include its historic integrity.
 - e) Evaluation of the feasibility and practicality of mothballing the historic property until a future use is identified.
- ii) The Commonwealth shall develop in consultation with the DHR historic preservation covenants, easements or other appropriate protections to be attached to the deed or lease agreements. Such protections shall be consistent with the principles established in Stipulation I above.
- iii) The Commonwealth shall provide the language of draft preservation covenants, easements or other appropriate protections to the FMA and the DHR for review and comment.
- iv) The Signatory Parties shall consult to determine if the planned sale, transfer or lease of property necessitates that this Agreement be amended.
- v) The Commonwealth shall encourage use of state and federal rehabilitation tax credits and other preservation incentives.
- vi) If the property is to be transferred to any party not bound by this Agreement, the Commonwealth shall take such necessary steps to ensure that the protections afforded by the Agreement are enforceable against such party by the Commonwealth, the FMA, the City of Hampton, or such entity as may have jurisdiction over the property at the time through local zoning and/or other appropriate tools.

7. Property Evaluation and Condition Assessments

- i) Evaluation of Properties to the VLR and the NRHP
 - a) The FMA, in the person of the FMHPO, below, and in consultation with the DHR, shall develop a plan to conduct regularly scheduled evaluations of properties at Fort Monroe in order to determine if properties previously determined not individually eligible or non-contributing to the Fort Monroe NHL District due to age, condition, alteration, etc. have become eligible for the VLR and the NRHP.
 - b) The FMA shall report to the Commonwealth and the DHR on its eligibility recommendations in a format stipulated in the evaluation plan, and request concurrence from the DHR and comment from the Commonwealth.
 - c) If the FMA and the DHR do not agree on the eligibility recommendation, the DHR shall request the opinion of the Keeper of the NRHP pursuant to 36 CFR Part 63. The decision of the Keeper of the NRHP shall be final.
- ii) Condition Assessments of Historic Properties
 - a) The FMA, in the person of the FMHPO, and in consultation with the DHR and the Commonwealth, shall develop a plan to conduct regularly scheduled inspections to assess the conditions of historic properties at Fort Monroe.
 - b) The plan shall include, at a minimum, criteria for assessing the condition of historic properties, schedule for property inspections, methods for reporting the findings to the Commonwealth and the DHR, and recommendations for corrective actions if necessary.

8. Historic Properties Not Reverting to the Commonwealth

The Commonwealth shall include as terms of future ground leases for those historic properties at Fort Monroe that are currently in private ownership or control, specifically St Mary's Star of the Sea Church and Rectory, and the former Chamberlin Hotel, that any proposed exterior changes, alterations, additions or demolitions to these historic properties shall be subject to review and comment pursuant to the process described in Stipulation III.D.4 below.

D. Continuing Review Process

- 1. The Signatory Parties shall comply with all applicable state and federal environmental and historic preservation laws and regulations.
- 2. Fort Monroe Historic Preservation Officer
 - i) The FMA shall maintain the state position of Fort Monroe Historic Preservation Officer (FMHPO). In the event that the Commonwealth of Virginia no longer maintains management, control or ownership of the property, this Agreement

shall be amended in order to re-establish the position of FMHPO.

- ii) The FMHPO shall meet the NPS *Professional Qualification Standards* for architectural historian or historic architect.
- iii) The duties of the FMHPO shall include, but not be limited to, the following:
 - a) Function as the historic preservation expert at Fort Monroe for the FMA.
 - b) Review of proposed undertakings at Fort Monroe in order to evaluate effects to historic properties.
 - c) Act as the liaison between the FMA and project proponents and advise on undertakings affecting historic properties.
 - d) Act as the liaison between the FMA and the public concerning historic preservation issues at Fort Monroe.
 - e) Coordinate project reviews with the DHR.
 - f) Coordinate public notification and stakeholder involvement in undertakings occurring at Fort Monroe covered under the "Continuing Review Process" in Stipulation III.D.4 below.
 - g) Develop a public notification and stakeholder involvement protocol.
 - 1) A public notification and stakeholder involvement protocol (protocol) shall be developed in consultation with the Signatory Parties to this Agreement and those consulting parties to the Fort Monroe PA as identified in Appendix F of that document by September 2011.
 - 2) During consultation on the protocol, a consulting party to the Fort Monroe PA may request that a Signatory to that agreement file a written objection with the Secretary of Administration concerning the development of the protocol. If a Signatory to the Fort Monroe PA files such an objection, the Secretary of Administration shall consider it and attempt to resolve it. If the Secretary of Administration and the Signatory to the Fort Monroe PA cannot resolve the objection, the Secretary of Administration shall refer the matter to the Advisory Council on Historic Preservation (ACHP) for advice on resolving the objection. The ACHP will have fifteen (15) days from receipt of the referral to provide advice. The Secretary of Administration shall consider any timely comment provided by the ACHP before making a final decision on how to resolve the objection. The Secretary of Administration shall notify the objecting consulting party, the Signatories to the Fort Monroe PA, and the Signatory Parties to this state-level Agreement as to the final decision.
 - 3) The protocol shall incorporate the following principles and practices:
 - (i) Be in a manner that reflects the nature and complexity of the proposed undertakings, the potential for undertakings to affect historic properties, and the likely interest of the public and stakeholders.
 - (ii) Provide the public and stakeholders with access to full, accurate and timely information regarding undertakings at Fort Monroe and

- include a clear definition of proposed undertakings and their potential to affect historic properties.
- (iii) Provide opportunities for meaningful and timely review and comment by members of the public and involvement of those groups and individuals with a special demonstrated interest in Fort Monroe. The Signatory Parties shall take into consideration any comments received from the public and stakeholders in their decision-making processes.
 - (iv) Methods for notification and participation may utilize existing procedures used by the Signatory Parties, and may include electronic means, websites or other cost-effective methods provided these are consistent with the terms and intent of this Agreement.
 - (v) The protocol shall address confidentiality concerns of private individuals and businesses, location of archaeological sites, and other potential issues.
 - (vi) Stakeholder involvement shall be at appropriate stages such as identification and evaluation of historic properties, effect findings, and resolution of adverse effects.
 - (vii) The public notification and stakeholder involvement protocol shall be submitted to the Secretary of the Administration for approval prior to its implementation.
 - (viii) The public notification and stakeholder involvement protocol shall become effective on the day the Commonwealth of Virginia assumes legal control or ownership of all or a portion of Fort Monroe.
 - (ix) Any amendments to the protocol shall be made pursuant to Stipulation IV.H.1 of this Agreement.
- h) Develop criteria that shall guide the decision-making process for the sale, transfer or lease of historic properties at Fort Monroe per Stipulation III.C.6., above.
 - i) Develop a plan to conduct regularly scheduled inspections to assess the conditions of historic properties at Fort Monroe per Stipulation III.C.7.i), above.
 - j) Develop a plan to conduct regularly scheduled evaluations of properties at Fort Monroe in order to determine if properties previously determined not individually eligible or non-contributing to the Fort Monroe NHL District due to age, condition, alteration, etc. have become eligible for the VLR and the NRHP per Stipulation III.C.7.ii), above.
3. Continuing Involvement of Consulting Parties to the Fort Monroe PA under the Protocol
- i) The FMHPO shall communicate in writing with the Consulting Parties to the Fort Monroe PA, as identified in Appendix F of that agreement, the approval of the public notification and stakeholder involvement protocol. The Consulting Parties

to the Fort Monroe PA shall then have three (3) months to inform the FMHPO in writing if they wish to be considered a stakeholder under the terms of the protocol developed pursuant to Stipulation III.D.2.iii)g) above.

- ii) The FMHPO shall consider all requests from Consulting Parties to the Fort Monroe PA for stakeholder status, and such requests shall not be unreasonably denied.
- iii) If a Consulting Party to the Fort Monroe PA does not notify the FMHPO of its interest in becoming a stakeholder, the FMHPO may assume that the Consulting Party has chosen not to participate further or will participate as a member of the public.
- iv) A group or organization not identified on the list of Consulting Parties to the Fort Monroe PA may also request to be considered as a stakeholder under the terms of the protocol by written request to the FMHPO. Any such request shall not be unreasonably denied.

4. Review of Undertakings at Fort Monroe

- i) Public notification and stakeholder involvement in the continuing review of undertakings at Fort Monroe as outlined in this section shall be determined by the protocol developed in Stipulation III.D.2.iii)g) above.
- ii) The FMHPO shall determine whether a proposed undertaking at Fort Monroe has the potential to affect historic properties. If the FMHPO determines that the undertaking does not have the potential to affect historic properties, then no further action is necessary pursuant to this section.
- iii) If after considering a preliminary Area of Potential Effects (APE) for the undertaking using the principles described in Stipulation III.D.4.iv)a) below, the FMHPO determines that the nature of the undertaking has the potential to affect historic properties, but the FMHPO determines that either there are no historic properties present or there are historic properties present but the undertaking will have no effect upon them, the FMHPO shall:
 - a) Notify the project proponent to proceed with the undertaking and to inform the FMHPO if the scope of work changes.
 - b) Document the decision that no historic properties are present or that no historic properties were affected by the undertaking.
 - c) All undertakings receiving a no historic properties present/no historic properties affected determination shall be reported quarterly to the DHR.
 - d) If the DHR determines that the FMHPO has incorrectly or inappropriately determined that there are no historic properties present or no historic properties are affected by undertakings, the DHR may require the FMHPO to

submit all undertakings the FMHPO determines are no historic properties present/no historic properties affected for the concurrence of the DHR. After a period, and at its discretion, the DHR may reinstate the process described in Stipulation III.D.4.iii)a) through c) above.

- iv) If after considering a preliminary APE for the undertaking using the principles described in Stipulation III.D.4.iv)a) below, the FMHPO determines that the proposed undertaking has the potential to affect historic properties by altering directly or indirectly any of the characteristics that qualify them for inclusion in the VLR and/or the NRHP, the FMHPO shall, in consultation with the DHR and the project proponent, define the APE for the undertaking in the following manner:
 - a) The APE shall encompass the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if such exist.
 - b) The APE is influenced by the scale and nature of an undertaking and may be different for different kinds of effects (e.g., direct and indirect).
- v) Once the APE is defined, the FMHPO shall identify, in consultation with the DHR and the project proponent, if different than the FMA, historic properties located within the APE.
 - a) The FMHPO shall review existing information on historic properties within the APE, including any data on historic properties that may not already be identified.
 - b) The FMHPO shall seek information, as appropriate, from individuals and organizations likely to have knowledge of, or concerns with, historic properties in the area and identify issues relating to the undertaking's potential effects to historic properties.
 - c) Based on the information gathered pursuant to this section of the Agreement, the FMHPO shall apply the NRHP criteria to determine if a previously unevaluated property within the APE is eligible for listing on the VLR and/or the NRHP.
- vi) The FMHPO shall, in consultation with the DHR and the project proponent, apply the following criteria of adverse effect to historic properties listed in or eligible for the VLR and/or the NRHP located within the APE:
 - a) An adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify it for inclusion in the VLR and/or the NRHP in a manner that would diminish the integrity of a property's location, design, setting, materials, workmanship, feeling or association.
 - 1) Consideration shall be given to all qualifying characteristics of a historic property, including those that may have been identified subsequent to the original evaluation for the VLR and/or the NRHP.

- 2) Adverse effects may also include reasonably foreseeable effects caused by undertakings that may occur later in time, be farther removed in distance, or be cumulative.
 - b) Adverse effects include, but are not limited to:
 - 1) Physical destruction of all or a part of the property.
 - 2) Alteration of a property including restoration, rehabilitation, repair, maintenance, stabilization, hazardous materials remediation and provision of handicapped access, that is not consistent with the Design Standards.
 - 3) Removal of the property from its historic location.
 - 4) Change in character of the property's use or of physical features within the property's setting that contribute to its historic significance.
 - 5) Introduction of visual, atmospheric or audible elements that diminish the integrity of the property's significant historic features.
 - 6) Neglect of a property which causes its deterioration, except where such neglect and deterioration are recognized qualities of a property.
 - 7) Transfer, lease, or sale of a property out of Commonwealth ownership or control without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property's historic significance.
 - c) The FMHPO shall consider any views concerning such effects which have been provided by the DHR and members of the public or stakeholders pursuant to the protocol developed in Stipulation III.D.2.iii)g) above.
- vii) If the FMHPO determines that the proposed undertaking will have no adverse effect to historic properties, the FMHPO shall notify the DHR and request its review and comment on the finding.
- viii) If the DHR agrees with the finding, the FMHPO may recommend to the project proponent that the undertaking proceed.
- ix) If the FMHPO and the DHR fail to agree, the FMHPO shall attempt to resolve the disagreement in the following manner:
- a) The FMHPO shall notify the project proponent of the objection and make a good faith effort to resolve the disagreement with the DHR. The project sponsor at its own initiative, or at the request of the FMHPO, may provide to the FMHPO additional supporting documentation, clarification, or other materials and information that it believes may assist the FMHPO and the DHR resolve the disagreement.
 - b) The DHR shall request technical assistance from the ACHP and/or the NPS, and shall forward any comments received from the ACHP and/or the NPS to the FMHPO and the Secretary of Administration. The FMHPO shall forward all project information, to include all comments received from the DHR, the project proponent, and any other comments received pursuant to the protocol established in Stipulation III.D.2.iii)g) above, to the Secretary of Administration and request the Secretary to determine if the undertaking may

proceed as designed, may proceed with modifications, may not proceed or if further consultation between the FMHPO and the DHR to resolve the disagreement is necessary. The Secretary shall consider any comments of the ACHP, the NPS, and any comments received from the public and any stakeholders in making a final decision. The FMHPO shall notify the DHR and the project proponent of the Secretary's decision and provide evidence of the consideration of the views of the ACHP, the NPS, the public, and/or any stakeholders.

- x) If the proposed undertaking has the potential to adversely affect historic properties, the FMHPO shall resolve the adverse effect in the following manner:
 - a) The FMHPO, in consultation with the DHR, the project proponent, and appropriate stakeholders identified pursuant to the stakeholder involvement protocol developed in Stipulation III.D.2.iii)g) above, shall work with the project proponent to modify the proposed undertaking in a manner that will attempt to avoid or minimize the adverse effect.
 - b) If the FMHPO believes that the modifications to the project would result in historic properties no longer being adversely affected, the FMHPO shall provide the DHR the revised project plans and request its review and comment.
 - 1) If the DHR agrees with the finding, the FMHPO may recommend to the project proponent that the undertaking proceed.
 - 2) If the FMHPO and the DHR fail to agree, or if the project proponent objects in writing to the finding of adverse effect, the FMHPO shall consult with the objecting party in the following manner:
 - (i) Disagreement with the project proponent
 - (a) The FMHPO shall notify the DHR of the objection, and make a good faith effort to resolve the disagreement with the project proponent.
 - (b) The FMHPO may request technical assistance from the ACHP and/or the NPS in resolving the objection.
 - (c) The FMHPO shall take into account the comments of the DHR, any technical assistance provided by the ACHP and/or the NPS, and any comments received from the public or any stakeholders pursuant to the protocol established in Stipulation III.D.2.iii)g) above, in making a final decision as to the effect of the undertaking. The FMHPO shall provide the DHR and the project proponent a written summary of the final decision that contains the justification for the decision and evidence of consideration of the opinions of the project proponent, the DHR, the public, and/or any stakeholders, and the ACHP and/or the NPS, if applicable.
 - (d) If the project proponent is a governmental entity of the Commonwealth of Virginia (Commonwealth entity), the disagreement shall be resolved in the manner described in

Stipulation III.D.4.x)b)2)ii), below.

- (ii) Disagreement with the DHR or a Commonwealth entity.
 - (a) The FMHPO shall notify the DHR or the Commonwealth entity, as appropriate, of the objection and make a good faith effort to resolve the disagreement with the objecting party.
 - (b) In the event that the DHR is the objecting party, the DHR shall request technical assistance from the ACHP and/or the NPS, and shall forward any comments received from the ACHP and/or the NPS to the FMHPO and the Secretary of Administration.
 - (c) The FMHPO shall forward all project information, to include all comments received from the DHR, the Commonwealth entity, and any other comments received from the public or any stakeholders pursuant to the protocol established in Stipulation III.D.2.iii)g) above, to the Secretary of Administration and request the Secretary to determine if the undertaking may proceed as designed, may proceed with modifications, may not proceed or if further consultation between the FMHPO and the objecting party to resolve the disagreement is necessary. The Secretary shall consider any comments of the ACHP, the NPS, and any comments received from the public and any stakeholders in making a final decision. The FMHPO shall notify the DHR and the Commonwealth entity of the Secretary's decision and provide evidence of the consideration of the views of the ACHP, the NPS, the public, and/or any stakeholders.
- c) If the FMHPO determines that the adverse effect still exists, the FMHPO shall, in consultation with the DHR and the project proponent, and other stakeholders pursuant to the protocol developed in Stipulation III.D.2.iii)g) above, develop a legally binding mitigation agreement (Mitigation Agreement) with the agreed upon measures to mitigate the adverse effect.
 - 1) The proposed mitigation shall be proportional to the nature and severity of the effect and the significance of the historic property impacted.
 - 2) The mitigation shall be, to the greatest extent practicable, related to the historic property affected, however, alternative mitigations may be considered when appropriate.
 - 3) The mitigation shall have the greatest public benefit possible.
 - 4) The FMHPO shall ensure that the mitigation is carried out.
 - 5) The Mitigation Agreement shall include the following:
 - (i) *Duration*: Provisions for the timeframe in which it will remain in effect, termination, and reconsideration of terms if the undertaking has not been implemented within a specified time.
 - (ii) *Discoveries*: Provisions for unexpected archaeological discoveries during the implementation of the terms of the Mitigation Agreement.
 - (iii) *Amendments*: Procedures to amend the Mitigation Agreement.
 - (iv) *Termination*: Provisions if any signatory determines that the terms of

- the Mitigation Agreement cannot be, or are not being, carried out.
- d) If the FMHPO, the DHR or the project proponent fail to resolve adverse effects through a mutually acceptable Mitigation Agreement, then the FMHPO may request, or upon consideration of a request from any stakeholder pursuant to the protocol developed in Stipulation III.D.2.iii)g) above may request, technical assistance from the ACHP and/or the NPS in resolving the dispute. The FMHPO shall forward to the Secretary of Administration the comments of the DHR, the project proponent, any comments received from the ACHP and/or the NPS, and any comments received from the public or any stakeholders pursuant to the protocol established in Stipulation III.D.2.iii)g) above, for the Secretary's consideration in resolving the dispute. The Secretary shall consider any comments of the ACHP, the NPS, and any comments received from the public and/or any stakeholders in making a final decision. The FMHPO shall notify the DHR and the project proponent of the Secretary's decision and evidence of consideration of the views of the ACHP and/or the NPS, and any comments received from the public and/or any stakeholders.

5. Streamlined Review Process

- i) After twenty-four (24) months from the date of the first project submitted for review pursuant to Stipulation III.D.4 above, the FMHPO may recommend to the DHR, the other Signatory Parties, and any stakeholders identified pursuant to the protocol established in Stipulation III.D.2.iii)g) above, changes to streamline the review process.
- ii) Any changes to the review process as described in Stipulation III.D.4 above, shall be made in accordance with the provisions for amendment found in Stipulation IV.H.1, below.

IV. Administrative Provisions:

A. Professional Standards and Qualifications

1. All archaeological studies resulting from this Agreement, including data recovery plan(s), shall be consistent with the *Secretary of the Interior's Standards and Guidelines for Archeological Documentation* (48 FR 4434-37) and the DHR's *Guidelines for Conducting Cultural Resource Survey in Virginia: Additional Guidance for the Implementation of the Federal Standards Entitled Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines* (48 FR 44742, September 29, 1983) 1999, rev. 2003) or subsequent revisions or replacements to these documents, and shall take into account the ACHP's publications, *Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites* (1999) and *Section 106 Archaeology Guidance* (June

2007).

2. All historical and architectural studies resulting from this Agreement shall be consistent with pertinent standards and guidelines of the Secretary of the Interior, including as applicable the Secretary of the Interior's *Standards and Guidelines for Historical Documentation* (48 FR 44728-30) and for *Architectural and Engineering Documentation* (48 FR 44730-34), and the DHR's *Guidelines for Conducting Cultural Resource Survey in Virginia: Additional Guidance for the Implementation of the Federal Standards Entitled Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines* (48 FR 44742, September 29, 1983) 1999, rev. 2003) or subsequent revisions or replacements to these documents.
3. All archaeological work carried out pursuant to this Agreement shall be conducted by or under the direct supervision of an individual or individuals who meet, at a minimum, the qualifications for archaeology set forth in the Secretary of Interior's *Professional Qualifications Standards* (62 FR 33707, June 20, 1997).
4. All archaeological work on submerged lands shall be conducted under the direct supervision of an archaeologist who meets, at a minimum, the qualifications set forth in the *Professional Qualifications Standards* and has demonstrated experience in maritime history and maritime archaeology.
5. All evaluations of buildings or structures shall be carried out by or under the supervision of an individual or individuals who meet, at a minimum, the qualifications for architectural history set forth in the *Professional Qualifications Standards* while all design work on historic buildings and structures shall be carried out by or under the supervision of an individual or individuals meeting the qualifications for historic architecture set forth in the *Professional Qualifications Standards*.
6. All work concerning cultural landscapes shall be carried out by or under the supervision of a qualified landscape historian, landscape architect, or other pertinent landscape expert, and in accordance with the applicable guidance set forth in Preservation Brief 36 *Protecting Cultural Landscapes Planning, Treatment and Management of Historic Landscapes* (National Park Service 1994) and *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes* (National Park Service 1996).

B. Review of Documentation

The DHR and any stakeholder identified pursuant to the protocol established in Stipulation III.D.2.iii)g) above agree to respond to any request for review pursuant to actions arising from this Agreement within thirty (30) calendar days of confirmed receipt unless otherwise specified. If no response from the DHR or any stakeholder is

received within thirty (30) calendar days, the FMA may assume that the non-responding party has no comment.

C. Post Review Discoveries

1. The FMA shall ensure that contracts for activities involving ground disturbance and/or construction contain the following provisions for the treatment of post review discoveries:
 - a) In the event that previously unidentified archaeological resources are discovered during any ground disturbing activities and/or construction, all work in the area of the discovery shall stop immediately and the contractor responsible for the construction site shall notify the project proponent and the FMHPO. The contractor shall ensure that no unauthorized personnel have access to the site and no further work is done in the area of the discovery until the FMHPO notifies the contractor that work may proceed;
 - b) The project proponent shall engage an archaeologist meeting the professional standards set forth in Stipulation IV.A.3., above. The FMHPO and the project proponent's archaeologist shall meet on site and establish the area where further subsurface remains are likely to occur. The FMHPO shall then notify the contractor that work may resume outside of the designated archaeologically sensitive area.
 - c) Within two (2) business days of the discovery, the FMHPO shall notify and consult with the DHR, other stakeholders as appropriate, and, if the resource is likely to be prehistoric, the VCI, and appropriate federal and/or state Indian tribes. The notification shall include the FMHPO's assessment of the eligibility of the resource in terms of the VLR and the NRHP criteria and the proposed plan for avoidance, protection or recovery of information. The DHR and other stakeholders shall have two (2) business days to comment on the plan. The FMHPO shall ensure that all comments received within two (2) business days are addressed in the final treatment plan. The project proponent's archaeologist shall then implement the plan. The project proponent shall notify the FMHPO and the DHR when the recovery of information or other agreed upon treatment measures specified in the plan are complete. The FMHPO shall then notify the contractor that work may proceed in the designated archaeologically sensitive area while a technical report is prepared.
 - d) The project proponent shall provide copies of the draft technical report to the FMHPO, the DHR, and any stakeholders identified pursuant to the protocol established in Stipulation III.D.2.iii)g) above for review and comment. All comments received within thirty (30) calendar days of report receipt shall be addressed in the final report.

2. Human Remains

- a) The Signatory Parties shall make all reasonable efforts to avoid disturbing gravesites, including those containing Native American human remains and associated artifacts. The Signatory Parties shall treat all human remains in a manner consistent with the ACHP "Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects," (<http://www.achp.gov/docs/hrpolicy0207.pdf>).
- b) The Signatory Parties shall ensure that human skeletal remains and associated funerary objects encountered during the course of actions taken as a result of this Agreement shall be treated in accordance with the Regulations Governing Permits for the Archaeological Removal of Human Remains (Virginia Register 390-01-02) found in the *Code of Virginia* (10.1-2305, et seq., Virginia Antiquities Act) and, in the case of Native American burials, in a manner developed in consultation with the VCI and appropriate federal and/or state Indian tribes and consistent with existing burial policies developed by such tribes. If removal is the proposed treatment, the project proponent shall apply for a permit from the DHR for the removal of human remains in accordance with the regulations stated above.
- c) Prior to issuance of any permit for the removal of Native American remains, the DHR shall notify the VCI and appropriate federal and/or state Indian tribes. The permit shall include the condition that all parties involved in the permit action shall make a good faith effort to ensure that the general public is excluded from viewing any Native American burial site or associated funerary artifacts. All parties involved in the permit action shall release no photographs of any Native American burial site or associated funerary artifacts to the press or general public.
- d) The project proponent shall deliver any Native American Indian human skeletal remains and associated funerary artifacts recovered pursuant to any permit issued to the appropriate tribe to be reinterred. The disposition of any other human skeletal remains and associated funerary artifacts shall be governed as specified in any permit issued by the DHR.
- e) The Signatory Parties shall ensure that all archaeological materials recovered from archaeological investigations or post-review discoveries shall be stored in a curatorial repository that meets federal standards stipulated in 36 CFR 79, *The Curation of Federally-Owned and Administered Archaeological Collections*.
- f) The FMHPO shall consult with appropriate federal and/or state Indian tribes and the VCI with regards to the curation and display of Native American archaeological artifacts.

D. Dispute Resolution

- 1. Should any Signatory Party to this Agreement object in writing to the other parties regarding any action carried out or proposed with respect to this

Agreement or to the implementation of its terms, the Signatory Parties shall consult to resolve the objection.

2. If after initiating such consultation any of the Signatory Parties finds that further consultation will not resolve the objection, the objecting party shall so notify the other parties in writing and the FMHPO. The FMHPO shall then forward all documentation relevant to the objection, including a proposed response to the objection, to the Secretary of Administration.
3. Within thirty (30) calendar days after receipt of the documentation, the Secretary of Administration shall exercise one of the following options:
 - a) Advise the Signatory Parties that the Secretary of Administration concurs with the proposed response to the objection, whereupon the objection shall be resolved accordingly; or
 - b) Provide the parties with the recommendation of the Secretary of Administration, whereupon the objection shall be resolved according to the Secretary's direction; and
 - c) The Signatory Parties shall take into account any recommendations or comments provided by the Secretary in accordance with this stipulation with reference only to the subject of the objection. The responsibilities of the Signatory Parties under this Agreement that are not the subject of the objection shall remain unchanged.
4. Should a member of the public raise an objection pertaining to a proposed action or the implementation of the measures stipulated in this Agreement, the Signatory Party receiving the objection shall notify the other parties to this Agreement in writing of the objection. The Signatory Parties shall consult regarding the objection, and the FMA shall take the objection and the comments from the other Signatory Parties into account in responding to the objection.

E. Emergency Actions

1. Emergency actions are those actions deemed necessary by the FMA as an immediate and direct response to an emergency situation, which is a disaster or emergency declared by the President or the Governor of the State, or other immediate threats to life or property. Emergency actions under this Agreement are only those implemented within thirty (30) calendar days from the initiation of the emergency situation.
2. If the emergency action has the potential to affect historic properties, the FMHPO shall notify the DHR and other parties as appropriate prior to undertaking the action, when feasible. As part of the notification, the FMHPO shall provide a plan to address the emergency. The DHR shall have seven (7) calendar days to

review and comment on the plan to address the emergency. If the DHR does not comment or object to the plan within the review period, the FMHPO shall approve implementation the proposed plan.

3. If the FMHPO is unable to consult with the DHR prior to carrying out emergency actions, the FMHPO shall notify the DHR and other parties as appropriate within forty-eight (48) hours after the initiation of the emergency action. This notification shall include a description of the emergency action taken, the effects of the action(s) to historic properties, and, where appropriate, any further proposed measures to avoid, minimize, or mitigate potential adverse effects to historic properties. The DHR shall have seven (7) calendar days to review and comment on the proposal where further action is required to address the emergency. If the DHR does not object to the plan within the review period, the FMHPO shall approve implementation the proposed plan.
4. Where possible, such emergency actions shall be undertaken in a manner that does not foreclose future preservation or restoration of historic properties. Where such emergency actions may affect historic buildings, they shall be undertaken in a manner that is consistent with the Design Standards. In addition, where possible, such actions shall be done with on-site monitoring by the appropriate preservation professional who meets, at a minimum, the *Professional Qualifications Standards* in his or her field of expertise.
5. Where the DHR and/or any other party has reason to believe that a historic property may be adversely affected by an emergency action, the party shall submit a request to the FMHPO to review and comment on that action.
6. Immediate rescue and salvage operations conducted to preserve life or property are exempt from these and all other provisions of this Agreement.

F. Annual Reporting

The FMA shall provide an annual status report within twelve (12) months of the transfer of the land to its ownership or control, and every twelve (12) months thereafter, to the Signatory Parties to review implementation of the terms of this Agreement and to determine whether amendments are needed. Annual reports shall be prepared by the FMA and submitted to the other Signatory Parties as long as the Commonwealth of Virginia retains ownership or control of properties at Fort Monroe. The annual report shall also be made available to the interested public on the FMA web site.

G. Annual Meeting

1. The FMA shall coordinate an annual meeting with the other Signatory Parties and

stakeholders as identified pursuant to the protocol established in Stipulation III.D.2.iii)g) above, within twelve (12) months of the transfer of land to its ownership or control, and every twelve (12) months thereafter as long as the Commonwealth of Virginia retains ownership or control of properties at Fort Monroe.

2. The purpose of the annual meeting is to review implementation and achieved outcomes of the terms of this Agreement and the Fort Monroe PA, and to determine whether amendments are needed.

H. Amendment & Termination

1. Amendment

- a) Any Signatory Party may request in writing that this Agreement be amended, whereby the parties shall consult to consider whether such amendment is necessary.
- b) If the Signatory Parties agree that such amendment to this Agreement is necessary, the parties shall consult to develop an amendment. All Signatory Parties must agree to the proposed amendment. Any amendment to this Agreement shall become effective upon the date of the last signature of the Signatory Parties.
- c) The Fort Monroe PA shall then be amended by the Remaining Signatories to the Fort Monroe PA to reflect any changes made to this Agreement within thirty (30) calendar days that the amendment becomes effective.

2. Termination

- a) A Signatory Party to this Agreement shall only propose termination of the Agreement in the event that: 1) Any of the Signatory Party to this Agreement finds, through no fault of its own, that it cannot implement the terms of this Agreement; or 2) Any Signatory Party finds that this Agreement is not being implemented as intended. The party proposing termination shall notify the other Signatory Parties and those stakeholders identified pursuant to the protocol developed in Stipulation III.D.2.iii)g) above in writing of its intention to terminate this Agreement. The notification shall include the reason(s) why this Agreement should be terminated. The FMA shall notify the public of the proposal to terminate the Agreement through a posting on its website.
- b) Within thirty (30) calendar days after receipt of the notification, the Signatory Parties shall consult to seek alternatives to termination which may include amendment of the Agreement or a decision that no further action is necessary. If consultation does not result in resolution after ninety (90) calendar days of notification of the intent to terminate, and if all of the Signatory Parties agree to termination, the FMA shall notify the Governor of the Commonwealth of

Virginia in writing of the desire to terminate the Agreement. The notification shall include all documentation relevant to the proposed termination.

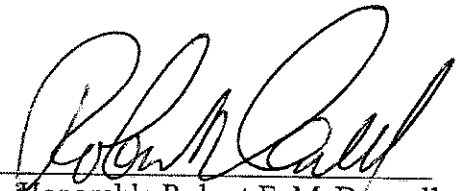
- c) This Agreement shall only be terminated by the written notification of the Governor. Within sixty (60) calendar days of receipt of the notification to terminate, the Governor shall either terminate this Agreement or direct the Signatory Parties to continue consultation under the Agreement. The decision of the Governor is final.
- d) The Fort Monroe PA shall be amended or terminated by the Remaining Signatories as necessary to reflect the termination of this Agreement within thirty (30) calendar days of a decision from the Governor.
- e) If this Agreement is terminated, the land owned by the Commonwealth at Fort Monroe shall be subject to all applicable state laws and regulations.

I. Duration

The effective date of the Agreement shall be the date of the last signature of the Signatory Parties. This Agreement shall remain in effect for fifty (50) years after the date of the last Signatory Party's signature. Six (6) months prior to such time, the Signatory Parties shall consult to reconsider the terms of this Agreement and revise or amend it in accordance with Stipulation IV.H.1 above. Additionally, the duration of this Agreement may be extended upon the signature of all the Signatory Parties.

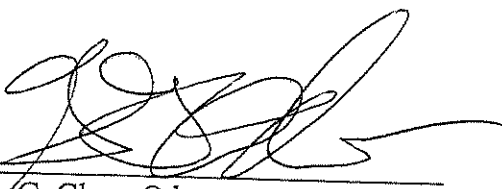
SIGNATURES

COMMONWEALTH OF VIRGINIA

By: 
Honorable Robert F. McDonnell
Governor

Date: 11-27-11

FORT MONROE AUTHORITY

By: 

G. Glenn Oder
Executive Director


Date: 11/14/2011

SECRETARY OF ADMINISTRATION

By: Lisa M. Hicks-Thomas
Honorable Lisa Hicks-Thomas

Date: 11-21-11

DEPARTMENT OF HISTORIC RESOURCES

By: 
Kathleen S. Kilpatrick
Director

Date: 11/10/11

**Appendix A: The Contributing Non-archaeological Elements of the National Historic
Landmark District of Fort Monroe, VA**

HOUSING BUILDINGS (113)

1, 3, 15, 16, 17, 18, 19, 25, 26, 30, 31, 33, 34, 35, 43, 44, 45, 50, 51, 52, 54, 55, 61, 62, 63, 64,
90, 93, 101, 102, 103, 109, 110, 111, 112, 113, 114, 115, 118, 119, 120, 121, 123, 124, 125, 126,
127, 128, 129, 130, 131, 132, 136, 137, 140, 141, 142, 143, 144, 146, 147, 148, 149, 150, 151,
152, 153, 154, 155, 156, 157, 158, 167, 186, 187, 188, 191, 192, 193, 194, 195, 196, 300, 301,
302, 303, 304, 305, 306, 307, 309, 311, 312, 313, 314, 316, 318, 320, 322, 324, 342, 344, 346,
348, 350, 352, 354, 356, 452, 454, 456, 458, 460

ADMINISTRATIVE BUILDINGS (60)

5, 6, 7, 8, 9, 10, 11, 14, 24, 27, 27A, 28, 37, 38, 42, 46, 47, 49, 53, 56, 57, 59, 73, 77, 80, 82, 83,
84, 85, 86, 87, 92, 100, 105, 105A, 116, 117, 133, 134, 135, 138, 139, 159, 161, 163, 166, 171,
182, 183, 204, 205, 209, 212, 213, 214, 216, 232, 233, 234, the Experimental Battery

SUPPORT BUILDINGS (2)

39, T28

THE STONE FORT, INCLUDING 11 NAMED AND NUMBERED SEGMENTS (1)

2, 20, 21, 22, 23, 48, the Boat Launch, the Flagstaff Bastion, the East Gate, the North Gate, the
Postern Gate

STRUCTURES (3)

Bandstand in Continental Park (4), Gazebo behind Qtrs 119 (1087), Seawall (200)

LANDSCAPE FEATURES (9)

Cadet Battery/Park, Cannon Park, Jefferson Davis Arch/Park, the Fort Monroe Live Oaks, the
Parade Grounds, Reeder Circle, the Pet Cemetery, Continental Park, Coast Artillery School
Green Space.

OBJECT (1)

The Lincoln Gun

INDIVIDUALLY ELIGIBLE HISTORIC PROPERTIES (4) AS OF THE DATE OF SIGNATURE OF THIS AGREEMENT

Casemate stone fortification to include the moat and the Water Battery, Quarters 1, Quarters 17, Chapel of the Centurion (166)

IDENTIFIED SIGNIFICANT INTERIORS AS OF THE DATE OF SIGNATURE OF THIS AGREEMENT

(According to the 2001 Fort Monroe HARAM)

HOUSING

Quarters #	Year Built	Interior Features
1	1819	Ornamental plaster dome above stairs; column & rope molding @ doors & window casings; paneled reveals; elliptical staircase; 2 marble fireplace mantels; 2 wood fireplace mantels; vaulted ceilings, 2 nd floor bedrooms; quarter-sawn pine flooring; solarium floor w/ alternating light and dark stained boards; below-grade cistern or coal bin; century-old radiators; built-in casework on all floors.
3	1875	Original stairs; original window and door casings; original flooring.
15	1878	Original windows and doors
16	1875	Original stairs; original window and door casings; original flooring
17	1823	Original stairs and some original flooring; closets on either side of fireplace are probably historical; one or two original fireplaces may exist.
18	1823	Original stairs and some original flooring.
19	1880	Original slate fireplace mantels; hardware, moldings; quarter-sawn pine flooring; arched recesses in primary spaces; stair with turned balusters, acorn newels, and a hardwood handrail.
25	1934	Original windows and doors, including ten-light, paired French doors; casings and moldings; fireplace mantels; stairs; and wood flooring.
26	1934	Original windows and doors, including ten-light, paired French doors; casings and moldings; fireplace mantels; stairs; and wood flooring.
30	1934	Original windows and doors, including ten-light, paired French doors; casings and moldings; fireplace mantels; stairs; and wood flooring.
31	1934	Original windows and doors, including ten-light, paired French doors; casings and moldings; fireplace mantels; stairs; and wood

		flooring.
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Quarters #	Year Built	Interior Features
33	1930	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
34	1930	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
35	1930	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
43	1930	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
44	1930	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
45	1930	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
51	1930	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
52	1930	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring. (52 B had a fire in 1936 which caused significant interior damage)
54	1930	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
55	1886	Original reeded window and door casings; radiators; moldings; oak flooring; arched recesses in primary spaces; stair with turned balusters, chamfered newels with beveled caps, and a stained hardwood handrail.
60	1890	Original fireplace with reeded surround; wood fireplace mantel shelf with brackets; raised panel doors with period hardware; random width pine floors and trim.
61	1889	Original stairs; probably original wood flooring; original window and door casings; built-in china cabinet
62	1889	Original reeded window and door casings; period hardware; moldings; faux fainted slate and wood fireplace mantels; built-in casework; wood flooring; front and rear stairs; original double porcelain laundry tubs in laundry; main stairs with ball newel caps, drop pendants, and reeded newel posts.
63	1889	Original reeded window and door casings; period hardware; moldings; incised slate fireplace mantels; built-in casework; wood flooring; front and rear stairs; main stairs with hardwood handrails and reeded newel posts; main fireplace retains a cast-iron coal gate.

Quarters #	Year Built	Interior Features
64	1934	Brick fireplace with wooden mantel and brick hearth; five paneled doors with period hardware, wood flooring and trim, plain casings, and a straight run stair.
90	1900	Original windows and doors, casings, and moldings; stairs; wood flooring.
93	1884	Original pocket doors; fluted pilaster trim; corner blocks; original staircase; arched openings into the bays on the 1 st & 2 nd floors
101	1906	Original window and door casings; built-in sideboard; fireplace mantel with mirrors; original window and door moldings; stairs with bracketed stringers; original wood flooring.
102	1906	Built-in sideboard; fireplace mantel with mirrors; original windows and door; original moldings; stairs with bracketed stringers; original wood flooring.
103	1906	Built-in sideboard; fireplace mantel with mirrors; original windows and doors; stairs with bracketed stringers; original wood flooring.
109	1906	Original windows and doors; stairs with open stringers; living room mantel; wood flooring.
110	1906	Original windows and doors; stairs with open stringers; living room mantel; wood flooring.
111	1906	Original windows and doors; stairs with open stringers; living room mantel; wood flooring.
112	1906	Original windows and doors; stairs with open stringers; living room mantel; wood flooring.
113	1906	Original windows and doors; stairs with open stringers; living room mantel; wood flooring.
114	1906	Original windows and doors; stairs with open stringers; living room mantel; wood flooring.
115	1906	Original windows and doors; stairs with open stringers; living room mantel; wood flooring.
118	1908	Original windows and doors; stairs with bracketed stringers; wood flooring; built-in casework in pantry.
119	1907	Original fireplace mantels; original multi-light French doors and transoms; original pocket doors; original staircase; probably original flooring.
120	1907	Original window and doors; stairs with bracketed stringers; wood flooring; built-in casework in pantry.
121	1909	Original window and doors; stairs with bracketed stringers; wood flooring.

Quarters #	Year Built	Interior Features
123	1909	Original window and doors; stairs with bracketed stringers; wood flooring.
124	1909	Original window and doors; stairs with bracketed stringers; wood flooring.
125	1909	Original window and doors; stairs with bracketed stringers; wood flooring; built-in casework in pantry.
126	1909	Original window and doors; stairs with bracketed stringers; wood flooring.
127	1909	Original window and doors on both sides of duplex; original wood flooring(127 B); stairs with bracketed stringers (127 B only)
128	1909	Original window and doors; stairs with bracketed stringers; wood flooring.
129	1909	Original window and doors, casings, and moldings; stairs with bracketed stringers; wood flooring; historic bathroom fixtures in attic bath; built-in cupboard and radiator with warming oven in dining room.
130	1906	Original windows and doors; stairs with open stringers; living room mantel; wood flooring.
131	1906	Original windows and doors; stairs with open stringers; living room mantel; wood flooring.
132	1906	Original windows and doors; stairs with open stringers; living room mantel; wood flooring.
136	1908	Some original windows and doors, casings, moldings, and wood flooring.
137	1908	Some original windows and doors, casings, moldings, and wood flooring.
140	1906	Original windows and doors; stairs with open stringers; living room mantel; wood flooring.
141	1910	Original windows and doors, stairs, and wood flooring; large louvered skylight over stair hall
142	1910	Original windows and doors, stairs, and wood flooring; large louvered skylight over stair hall
143	1910	Original window and some doors, including pocket doors, casings, and moldings; original stairs and quarter-sawn wood flooring; built-in casework; bay windows in dining room.
144	1910	Original window and some doors, including pocket doors, casings, and moldings; original stairs and quarter-sawn wood flooring; built-in casework; bay windows in dining room.

Quarters #	Year Built	Interior Features
146	1910	Original windows and doors, casings, and moldings; stairs; wood flooring.
147	1910	Original windows and doors, casings, and moldings; stairs; wood flooring.
148	1911	Original windows and doors, casings, and moldings; stairs with open stringers; living room mantel; built-in casework; wood flooring; historic air registers on 2 nd floor.
149	1911	Original windows and doors, casings, and moldings; stairs with open stringers; living room mantel; built-in casework; wood flooring.
150	1911	Original windows and doors, casings, and moldings; stairs with open stringers; living room mantel; built-in casework; wood flooring; historic air registers on 2 nd floor.
151	1911	Original windows and doors, casings, and moldings; stairs with open stringers; living room mantel; built-in casework; wood flooring; historic air registers on 2 nd floor.
152	1911	Original windows and doors, casings, and moldings; stairs with open stringers; built-in casework; wood flooring.
153	1911	Original windows and doors, casings, and moldings; stairs with open stringers; built-in casework; wood flooring.
154	1911	Original windows and doors, casings, and moldings; stairs with open stringers; built-in casework; wood flooring; a mantel; a historic register.
155	1911	Original windows and doors, casings, and moldings; stairs with open stringers; built-in casework; wood flooring; historic heating registers may remain.
156	1911	Original windows and doors, casings, and moldings; stairs with open stringers; built-in casework; wood flooring.
157	1911	Fireplace mantels; original windows and doors, including two pairs of pocket doors, casings, and moldings; stairs with turned spindles; wood flooring; built-in casework in the pantry.
158	1911	Fireplace mantels; original windows and doors, including two pairs of pocket doors, casings, and moldings; stairs with turned spindles; wood flooring; historic bathroom fixtures in attic bath.
167	1921	Original windows and doors, casings, and moldings; stairs; wood flooring. There are unusual salmon-colored brick varied with red brick at building's corners, and at the window and door surrounds.

Quarters #	Year Built	Interior Features
186	1931	Original windows and doors, including ten-light, paired French doors; casings and moldings; fireplace mantels; stairs; and wood flooring.
187	1931	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
188	1931	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
191	1934	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
192	1934	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
193	1934	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
194	1934	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
195	1934	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.
196	1934	Original windows and doors, casings, and moldings; fireplace mantels, stairs; wood flooring.

ADMINISTRATION

Building #	Year Built	Interior Features
Flagstaff Bastion & Casemate Club	1826	Vaulted casemates and a number of gun emplacements with original traverse rings. Each three-way casemate is defined by a deep brick segmental arch supported by flush granite piers; surrounding brick laid in Flemish bond. One original fireplace mantel remains, in glazed Roman brick laid with red mortar.
7	1880	Original wooden stairs; hall lined with original beaded tongue-and-groove wainscoting; several cast iron columns exposed on 1 st and 2 nd floors; original pressed tin ceilings are currently hidden by acoustic tile.
9	1900	A few significant interior features remain, including cast iron columns and a section of pressed metal ceiling.

Building #	Year Built	Interior Features
20 (Casemate Museum)	1826	Two-room casemates with central fireplace and brick herringbone floors; rooms comprised of unpainted, exposed brick vaults and granite walls; fireplace mantels glazed Roman brick laid with red mortar (some painted).
21	1827	Two-room casemates with central fireplace and brick herringbone floors; rooms comprised of unpainted, exposed brick vaults and granite walls; fireplace mantels glazed Roman brick laid with red mortar
23	1823	The interior has never been wired or otherwise renovated for office use: it has always been used for storage, and thus retains a high degree of integrity.
24	1881	Original painted cast iron columns with ornamental caps supporting chamfered wood beams in the garage area.
27	1860	At the north end some historic paneling remains at wall and ceiling, some cast iron ornamental heat registers; some historic doors and transoms remain.
28	1938	Original open bays and loading area with historic submarine mine depot on ground floor; original main stairs; original two-story entry vestibule.
37	1934	Original stairs and some original doors, transoms, and casings.
42	1938	"Many original architectural features remain on the interior".
49	1909	Historic light fixtures; beaded tongue-and-groove trim in wing.
56	1939	Original stair with steel pipe railing
77	1894	Original stair with oak handrail and turned balusters and molded newels; historic steel triangle bolted to stair stringer; original floor plan organization remains intact.
80	1897	The north end of the building features original stairs, fireplace mantels, doors, and trim which are Colonial Revival in character; south end features fireplace mantels with mottled brown and white ceramic tile, mantel shelves, and beveled mirrors which are all late Victorian in character; south end stairs features turned balusters and chamfered newel posts; north end stairs features square balusters and Colonial Revival features.
82	1898	Main entry retains an historic vestibule; two sets of steel stairs, one at each end of the building.
83	1898	Original oak trimmed post office vestibule remains with bronze boxes and grilles preserved in place; vestibule retains a pressed tin ceiling; upper floors have original wood flooring; some original door casings and transoms have been preserved.
87	1932	Original stair with steel railing; original terrazzo flooring on ground floor corridors.

Building #	Year Built	Interior Features
105	1905	Broad entry hall featuring a double stair with turned oak balusters and a molded handrail; the ceiling of the main entry hall has pressed tin plates featuring large central medallions; wooden columns and pilasters also remain; original pipe railings on 2 nd floor mezzanine; original wood base, chair rail moldings, picture moldings, window and door casings; original five paneled doors and transoms remain; vestibule paneling is also original; one-over-one wood double-hung window sash appears to also be original.
133	1909	Two sets of original stairs; cast iron columns with ornamental capitols; skylights over the stairs; plaster ornamentation at Moreli Auditorium.
134	1909	Original stairs; some original doors, casings, and transoms
135	1908	Historic freight elevator; some ornamental heating grills
138	1909	Original vestibule; original molded plaster ornamentation in principle interior space.
139	1909	Original steel stairs.
161	1912	Two original stairs
163	1940	Original stair; some original doors, casings, and transoms.
166	1858	Exposed roof trusses in interior; memorial stained glass windows, including several prepared by Tiffany Studios in New York City; original windows include the triple lancet windows over the vestibule and in the vestry.
204	1910	Original wooden stair with steel pipe railing; open bay still serves an industrial function; upper floor has long corridor which features beaded wainscoting and chair rail molding.

Appendix B: The 21 Numbered Loci of Archaeological Site 44HT27

NRHP Eligible Loci

3, 4, 5, 6, 9, 10, 11, 12, 16, 19, 18A & 18B

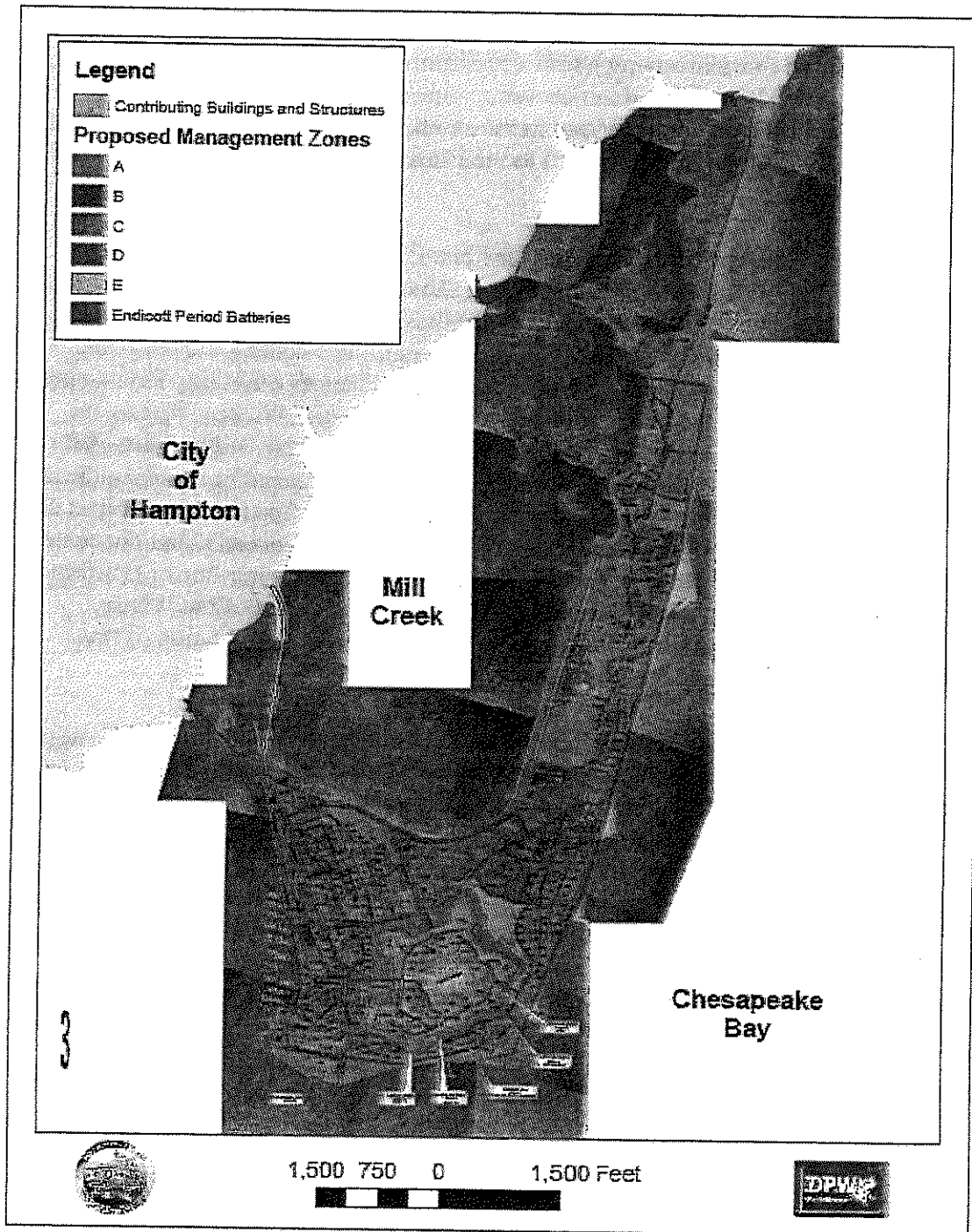
Non-Eligible Loci

1, 2, 8, 14, 15, 18C, part of 20

Requires Further Eligibility Determination

7, 13, 17, part of 20, 21

Appendix C: Management Zones



Appendix D: Narrative Description of Management Zone Boundaries

Zone A (West Peninsula): The boundary for Zone A will follow the Buckroe/Fort Monroe property line in the north; the shoreline along Mill Creek from Buckroe/Fort Monroe property line to the southern edge of Walker Airfield in the west; a line from Mill Creek along the southern edge of DeRussy Field to Fenwick Road in the south, and; along the Seawall north of the Bay Breeze Community Center (Building 185) to the Buckroe/Fort Monroe property line in the east.

Zone B (East Peninsula): The northern boundary for Zone B will follow a line from the seawall just north of the Bay Breeze Community Center (Building 185) to Fenwick Road, then follow the center line of Fenwick Road to the south of DeRussy Field, then follow a line west to the Mill Creek shoreline at the southern edge of Walker Airfield; the western boundary will follow a line from Fenwick Road at the Bay Breeze Community Center (Building 185) to south of DeRussy Field, from the Mill Creek shoreline at the southern edge of Walker Field to the intersection of Stilwell Drive and North Gate Road; the southern boundary will be from Mill Creek at the intersection of Stilwell Drive and North Gate Road and proceed in a line southeast along the northern edge of the parking lot to the opening of the 2-72" diameter culvert pipes in the counterscarp wall north of the Northwest Bastion of the stone fort, proceed along the center line of Patch Road north to Griffith Road, then turn east and follow the center line of Griffith Road to Fenwick Road and beyond to the seawall in order to encompass all of the Wherry Housing; the eastern boundary extends north along the seawall from the termination of the southern boundary to the beginning of the northern boundary.

Zone C (North Gate Road/Stilwell Drive): The northern boundary for Zone C runs along the Mill Creek shoreline from north of the intersection of Stilwell Drive and North Gate Road to just north of the Stilwell Drive and Pratt Street intersection; the western boundary begins at the Mill Creek shoreline between the storage lot and basketball court east of Building 87 parking lot and heads south crossing Eustis Lane onto Pratt Street, then heads east at Reeder Circle between Building 268 and the tennis courts, moves south along the center line of Murray Street to Patch Road (including Building 168); the southern boundary follows the center line of Patch Road from the intersection of Patch Road and Murray Street to the opening of the 2-72" diameter culvert pipes in the counterscarp wall north of the Northwest Bastion of the stone fort; the eastern boundary runs from the opening of 2-72" diameter culvert pipes in the counterscarp wall north of the Northwest Bastion of the stone fort west to Mill Creek at the intersection of North Gate Road and Stilwell Drive diagonally to follow the eastern edge of parking lot across from Patch Road.

Zone D (McNair, Ingalls, Fenwick Corridors): The northern boundary for Zone D consists of the Fort Monroe property line at the bridges approaching the main entrance; the western boundary runs south along the shoreline to the southern end of the marina; the southern boundary begins at the southern end of the marina and follows the seawall to a point southeast of Wherry Housing Unit 300; the eastern boundary begins at the intersection of Fenwick Road and Griffith Road and proceeds south along the center line of Fenwick Road at East Gate to the counterscarp

then along the southern edge of the counterscarp to the Postern Gate; from the Postern Gate the boundary follows the southern and western edge of the counterscarp north to Patch Road and continues north across Patch Road and west of Building 168, north along the center line of Murray Street then heads west between Building 268 and the tennis courts at Reeder Circle; at Reeder Circle the boundary proceeds north along the center line of Pratt Street to the intersection of Pratt Street and Stilwell Drive, continues across Stilwell Drive until it hits Mill Creek, then north along the Mill Creek shoreline to the Fort Monroe property line at the entrance bridges.

Zone E (Stone Fort and Moat): The northern boundary for Zone E runs along the center line of Patch Road from the intersection of Patch Road and Griffith Road west to the intersection of Patch Road and Murray Street; the western boundary proceeds south from the Patch Road/Murray Street intersection and follows the counterscarp along Moat Walk to Postern Gate; the southern boundary begins at the Postern Gate and runs east along the counterscarp to East Gate, from East Gate it continues east following the center line of Fenwick Road and terminates at the intersection of Fenwick Road and Griffith Road (the southern boundary excludes the Water Battery, but includes the green space at East Gate); the eastern boundary begins at the intersection of Fenwick Road and Griffith Road and proceeds north along the center line of Griffith Road to the intersection of Griffith Road and Patch Road (the eastern boundary includes the green space between the counterscarp and Griffith Road as well as the Water Battery, but excluding Wherry Housing).

Endicott Batteries: The Individual boundaries for the seven Endicott batteries at Fort Monroe need to be established to separate them from the Management Zones in which they are located. The boundaries shall include the earthen protection system (the sand barrier that was placed around the concrete structure to protect the battery from incoming naval shelling) or space for these barriers where the protection system is now missing. The boundaries shall also include sufficient buffers to establish appropriate historic settings. The boundaries will be based on the historic usage of the individual batteries, i.e., field of fire and working areas, and their respective viewsheds. This information shall be identified and included in the Viewshed Analysis and Cultural Landscape Study to be conducted by the Army pursuant to Stipulations I.D and E and in updating the Fort Monroe NHL District nomination form pursuant to Stipulation I.H.1. Further consultation on a case by case basis is necessary to establish an appropriate buffer for each battery.

Individually eligible historic properties: Individual boundaries for the four properties identified as being significant in their own right. Boundaries should include sufficient buffers to establish appropriate historic settings. Further consultation on a case by case basis is necessary to establish an appropriate buffer for each individually eligible historic property. These buffers shall be identified and included in the draft NRHP nominations developed by the Army pursuant to Stipulation I.H.2.