PROGRAMMATIC AGREEMENT

AMONG

U.S. ARMY GARRISON FORT SILL, OKLAHOMA,
OKLAHOMA STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

FOR THE PRIVATIZATION OF FAMILY HOUSING AT FORT SILL, OKLAHOMA

WHEREAS, The U.S. Army Garrison (Fort Sill), pursuant to the Military Housing Privatization Initiative (P.L. 104-106, 110 Stat. 544, Title XXVIII, Subtitle A, Section 2801), which amends 10 U.S.C. Chapter 169 by addition of a new subchapter, IV—Alternative Authority for Acquisition and Improvement of Military Housing, has determined to privatize family housing at Fort Sill, Oklahoma, through the Residential Communities Initiative (RCI) (Undertaking); and

WHEREAS, the privatization of current and future family housing and ancillary facilities at Fort Sill will be implemented by Sill Communities, LLC; and

WHEREAS, Sill Communities, LLC will be a separate legal entity to be formed after Congressional review of the Fort Sill RCI project. The partners of Sill Communities, LLC will be the Department of the Army, acting through the Garrison Commander of Fort Sill, and Sill-Picerne Partners, LLC, which will be the managing member of Sill Communities, LLC after its formation; and

WHEREAS, Sill Communities, LLC, will be granted a ground lease of the Fort Sill housing areas and the stipulations of this Programmatic Agreement (PA) will be made an exhibit to the ground lease so that the stipulations of the PA become binding contractual commitments and an integral part of the ground lease; and

WHEREAS, the privatization of the housing at Fort Sill will result in the transfer of a long-term interest in the construction, demolition, renovation, rehabilitation, operation, and maintenance of housing and other ancillary facilities at Fort Sill intended for the use of soldiers and their families; and

WHEREAS, the Area of Potential Effect (APE) for the RCI program at Fort Sill includes existing Fort Sill housing areas and areas proposed for development of new housing and supporting amenities as delineated in Attachment C; and

WHEREAS, Fort Sill has determined that implementation of the Undertaking has the potential to affect properties eligible for listing in the National Register of Historic Places (NRHP) and has consulted with the Oklahoma State Historic Preservation Officer

(SHPO) and the Advisory Council on Historic Preservation (ACHP) in accordance with Sections 106 and 110(f) of the National Historic Preservation Act (the Act), as amended, (16 U.S.C. 470 et. seq.) and the implementing regulations found at 36 CFR Part 800 (2000); and

WHEREAS, the APE for the proposed undertaking includes the Fort Sill National Historic Landmark (NHL) district, Post Field Historic District and Field Artillery Historic District, and the Army has invited the National Park Service (NPS) to participate in this consultation pursuant to 36 CFR § 800.10(b); and

WHEREAS, the NPS has elected not to participate in this PA; and

WHEREAS, the SHPO and the Oklahoma Archeological Survey (OAS) have entered into a cooperative agreement under which the OAS provides special services to the SHPO in the Section 106 review process, the OAS has been invited to sign this agreement as a concurring party. The OAS maintains the inventory of Oklahoma's prehistoric resources and provides professional services to the SHPO in prehistoric archeology. The OAS reviews federal undertakings for possible impacts on prehistoric archeological resources and provides written comments as the SHPO's official representative; and

WHEREAS, Fort Sill is in the process of conducting an inventory of historic properties and updating the Integrated Cultural Resources Management Plan for the Fort Sill Military Reservation (ICRMP). Attachment B to the PA lists the NRHP eligible and potentially eligible properties within the APE and there is no current anticipation that the Undertaking will result in a substantial alteration or demolition of the historic properties listed at Attachment B; and

WHEREAS, Fort Sill is completing its NRHP eligibility determinations for Fort Sill housing assets in accordance with Section 110(a)(2) of the Act and has determined that the Field Artillery Historic District and the Post Field Historic District are eligible for listing in the NRHP, and will present the determinations to the SHPO for their concurrence by June 2008; and

WHEREAS, all Capehart and Wherry Era housing on Fort Sill is subject to a program comment issued by the ACHP on 07 June 2002, and there are no further Section 106 consultation requirements for these properties under this PA; and

WHEREAS, Fort Sill has provided the public an opportunity to comment on this Undertaking through the Agency's National Environmental Policy Act process and has incorporated the recommendations of the public and reviewing agencies into this Agreement; and

WHEREAS, Fort Sill has notified the Comanche Nation, Kiowa Tribe, Apache, Fort Sill Apache, Delaware Nation of West Oklahoma, Caddo Nation, Wichita and Affiliated Tribes, Chickasaw Nation and the Cheyenne-Arapaho Nation of this undertaking and its

APE in letters dated 24 August 2007, 11 September 2007 and 3 October 2007 with a follow up letter dated 21 February 2008; and

WHEREAS none of the aforementioned tribes contacted or communicated any concerns with potential effects to historic properties of religious and cultural significance within the APE; and

WHEREAS, Fort Sill has invited Sill-Picerne Partners, LLC, to sign this PA as a concurring party pursuant to 36 CFR 800.6(c)(3); and

NOW THEREFORE, Fort Sill, the SHPO, and the ACHP agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

Fort Sill will ensure that the following measures are carried out:

- I. APPLICABILITY, BASELINE INFORMATION, AND PROFESSIONAL QUALIFICATIONS STANDARDS
- A. This PA applies to all undertakings at Fort Sill under the direct or indirect jurisdiction of the Sill Communities, LLC. This includes undertakings proposed by Sill Communities, LLC and its permittees, contractors, subcontractors, and tenants.
- B. Fort Sill will provide a list of all NRHP eligible and potentially eligible properties within the APE to Sill Communities, LLC. This information package will describe contributing (NRHP eligible) structures and buildings, historic landscapes, and archeological sites that may be present within the APE for this Undertaking. These structures and buildings, historic landscapes, and archaeological sites are currently identified and described in Attachment B.
- C. In accordance with its ICRMP, Fort Sill will conduct a historic architectural survey of all buildings, structures, and landscapes on Fort Sill property within one year of each reaching 45 years of age and submit the documentation per the SHPO's Review and Compliance Manual to the SHPO.
- (1) Any new NRHP eligible properties recognized through this process and administered or affected by Sill Communities, LLC will be subject to the provisions of this Agreement.
- (2) This stipulation does not limit any other evaluation and possible nomination that may occur at the discretion of the Sill Communities, LLC, as long as the nomination

includes only units administered by Sill Communities, LLC, and Sill Communities, LLC coordinates with the Fort Sill Cultural Resources Management Program (CRMP) staff in the preparation of the nomination.

- D. Future undertakings by Fort Sill may result in changes to the list of contributing resources and boundaries of the Districts. If so, Fort Sill will consult with the SHPO to revise the documentation set forth in I.B. above, and notify Sill Communities, LLC, of such changes.
- E. Sill-Picerne Partners, LLC, as managing member of Sill Communities, LLC, shall document existing interior and exterior conditions (including still photographs) at contributing (NRHP eligible) structures, buildings, and landscapes in the historic housing areas within three years of execution of this Agreement. Fort Sill will verify and provide Sill-Picerne Partners, LLC's documentation to the signatories of this document. Sill-Picerne Partners, LLC will be responsible for updating this documentation to maintain accuracy and record the existing conditions prior to modifications being made to historic properties. One copy of the documentation and any supplemental materials, as they are developed, shall be provided to the CRMP staff. This documentation will serve as a reference throughout the term of this Agreement.
- F. The SHPO may, at any time, request Fort Sill provide an NRHP eligibility evaluation of a property administered or affected by Sill Communities, LLC. Fort Sill shall provide the requested NRHP eligibility evaluation to the SHPO within 30 days of receipt of the request.
- G. For the purposes of this Agreement, the CRMP staff shall have access to an individual who meets 36 CFR 61, Appendix A, Professional Qualification Standards for Historical Architecture or Architecture and has at least two years of fulltime, professional experience in the application of the Secretary of the Interior's Standards for Rehabilitation and of one individual who meets 36 CFR 61, Appendix A, Professional Qualification Standards in the field of Prehistoric Archeology or Historic Archeology. Fort Sill shall endeavor to recruit staff that meets this stipulation in the near future. The CRMP staff will serve as the point of contact with the SHPO and ACHP.
- H. For the purposes of this Agreement, Sill-Picerne Partners, LLC ,as managing member of Sill Communities, LLC, shall have access to and utilize "Qualified Staff," on an "as needed basis," for the development of rehabilitation plans, to review and screen proposed projects and work requirements that affect historic properties. Sill-Picerne Partners, LLC qualified staff will act on behalf of Sill Communities, LLC when the CRMP requests assistance. For the purposes of this Agreement, "Qualified Staff" is defined as an individual who meets 36 CFR 61, Appendix A, Professional Qualification Standards for Historical Architecture or Architecture when issues under review concern buildings or other standing structures and for Archeology or Historic Archeology when the issue under review concerns archeological resources.

I. Fort Sill's professionally qualified CRMP staff members shall continue their professional development and training through regular participation in workshops and seminars concerning the Section 106 review process and other historic properties-related programs presented by the ACHP, the SHPO, or other agencies or organizations determined appropriate through Fort Sill's consultation with the SHPO. At a minimum, the CRMP professional staff members shall annually attend one of the SHPO's Section 106 workshops.

II. CONVEYANCE ACTIVITIES

- A. Fort Sill may convey long-term interests in family housing units and ancillary improvements to Sill Communities, LLC by real estate instrument. To ensure that the Ground Lease shall contain such terms and conditions as necessary and appropriate to meet the requirements of Sections 106 and 110(f) of the Act to provide for adequate consideration and treatment of historic properties that may be affected by the RCI program, this Programmatic Agreement in its entirety shall be incorporated into and made part of the Ground Lease.
- B. Before execution of any conveyance or finalization of the Ground Lease for the Undertaking, Fort Sill shall provide Sill-Picerne Partners, LLC access to Fort Sill's property files on historic properties within the APE to guide Sill Communities, LLC in the management and use of the properties.
- C. Renewal or any modifications to the Ground Lease shall be subject to consultation among the signatories to determine whether such renewal or modifications constitute a new federal undertaking subject to provisions of the Act.

III. HISTORIC PROPERTY MANAGEMENT

- A. Sill Communities, LLC, shall conform to the management standards and guidelines for treatment of historic properties established by the Secretary of the Interior's Standards for the Treatment of Historic Properties, with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (Treatment Standards).
- B. Sill Communities, LLC, shall incorporate in landlord/tenant agreements for occupation of historic properties all pertinent conditions of this Agreement and allow Fort Sill, the SHPO and ACHP an opportunity to review and comment upon the language of such agreements.

C. Project Review and Consultation

The Army will monitor the activities of Sill Communities, LLC and the activities of their property management agent using the review process specified in C.1 through 5 below. The CRMP will be responsible for creating and keeping a record of each project review.

The documentary record of each project review will be maintained at the offices of the CRMP. The public will be notified that these project reviews are available via notices through Fort Sill's EA/EIS notification system, at the Fort Sill Housing Office, and the CRMP Office.

- (1) Prior to implementing any action, Sill Communities, LLC will submit to the CRMP all proposed projects to include Scope of Work, Architectural Drawings, and descriptive supporting documentation to support the undertaking. The CRMP will review the project and plans and respond to Sill Communities, LLC within 15 working days with a determination regarding the potential for an effect on historic properties. If a determination of "no potential to cause effects" (36 CFR 800.3(a)(1)) to historic properties is made by the CRMP, the project may proceed as planned.
- (a) If a determination of "no adverse effect" is made by the CRMP, the CRMP shall provide the effect finding and related documentation to the SHPO for a 30 day review period. If after 30 days, the SHPO does not respond to the CRMP or concurs with the effect finding, the CRMP may notify Sill Communities, LLC, that the project may proceed. If the SHPO objects to the effect finding, the parties shall continue to consult to seek agreement or proceed to the Dispute Resolution process outlined in Stipulation VIII.
- (b) If a determination of "adverse effect" is made by the CRMP or the SHPO does not concur with the CRMP's determination of "no adverse effect", the CRMP will return the project to Sill Communities, LLC to develop alternatives to the project plans to avoid or minimize the adverse effect in accordance with the Treatment Standards. Where Sill Communities, LLC, agrees to modify the project in accordance with the Treatment Standards, Sill Communities, LLC, shall provide those revised plans to the CRMP for consultation with the SHPO. Any dispute that stems from the revised project plans shall be resolved through the Dispute Resolution process outlined in Stipulation VIII.
- (c) If Sill Communities, LLC, does not agree with an "adverse effect" finding by the CRMP, Sill Communities, LLC staff will work through the CRMP to resolve the adverse effect pursuant to 36 CFR 800.6.
- (d) If an undertaking involves properties in the NHL District the NPS shall be invited to participate in the consultation.
- (2) If Sill Communities, LLC proposes substantial alterations or demolition of a historic property, it shall proceed with the following rather than the review process outlined above.
- (a) Sill Communities LLC shall perform an alternative analysis report to evaluate the economic feasibility for Sill Communities, LLC to preserve or maintain the specific historic property in accordance with the Secretary's Standards.

- (b) The alternative analysis report shall include an economic analysis of preservation options (to include reuse and adaptive reuse), and the recommended course of action with the intent of reaching a "no adverse effect" finding to the historic property in question. Sill Communities, LLC shall provide the report concurrently to the CRMP and SHPO for review.
- (c) The CRMP and SHPO will be given thirty (30) calendar days to review and comment on the alternative analysis report. If the CRMP and SHPO agree in writing with the "no adverse effect" finding based upon the economic analysis findings and the treatment recommendation, or there is no response within 30 days, the CRMP will inform Sill Communities, LLC that it may proceed with the action.
- (d) If the CRMP and/or SHPO disagrees with the recommended course of action or the "no adverse effect finding," and an acceptable compromise cannot be reached among Sill Communities, LLC, the CRMP and the SHPO, the CRMP shall initiate consultation to resolve the effect dispute or resolve the adverse effects to the historic property in accordance with 36 CFR 800.6.
- (3) Upon receiving notification of a proposed project, the CRMP may determine that a certain action, to be carried out consistent with the Treatment Standards, constitutes an activity described in Attachment A and is thus exempt from further SHPO consultation. In this case, the CRMP shall maintain a record of this determination and notify Sill Communities, LLC, that the project may proceed.
- (a) In the event that the parties to this PA concur in writing that additional exemptions are appropriate, such exemptions may be enacted in accordance with the amendment process outlined in Stipulation IX.
- (4) In the case of an emergency (as defined by 36 CFR 800.12), Sill Communities, LLC will perform those actions necessary for the protection of the historic properties with on-site monitoring by Sill-Picerne Partners, LLC Qualified Staff. Sill Communities, LLC is not required to consult with Fort Sill in advance of emergency actions affecting historic properties. Where possible, such emergency measures will be undertaken in a manner that is consistent with the Treatment Standards. Sill Communities, LLC will notify the CRMP, who will notify the SHPO and consulting parties, as appropriate, following execution of all emergency measures affecting historic properties. This emergency provision is limited to undertakings responding directly to the emergency and initiated within 30 days of the emergency. If the response to emergency conditions requires no Ground Lease modification, Sill Communities, LLC must act in conformance with the PA and there is no new federal undertaking requiring separate consultation per 36 CFR Part 800.
- (5) The SHPO may, at any time, request to review and comment on a project submitted to the CRMP, pursuant to Stipulation III.C.1 above, if it has reason to believe that a historic property may be adversely affected by a proposed undertaking. Under these circumstances, the SHPO will be given 15 days to review and comment on a

project submitted to the CRMP.

D. ANNUAL REPORT

- (1) The Army will report annually to the SHPO and the ACHP on the status of the Fort Sill historic housing properties, using the annual asset management report (as defined in the most current version of the Residential Communities Initiative Portfolio and Asset Management Handbook) prepared by Sill Communities, LLC in the month to be agreed upon by the SHPO, the ACHP and CRMP.
- (2) This report will include information on the current condition of the historic properties, actions taken by the Sill Communities, LLC, to maintain the properties, in accordance with the Treatment Standards and descriptions of unanticipated problems that could affect the integrity or upkeep of the historic properties, or any other activities or policies that affect or may affect the historic properties, including the documentation of project reviews carried out under Stipulation III.C, above.
- (3) Fort Sill shall provide the SHPO or the ACHP an opportunity to conduct onsite reviews of project work and/or documentation upon request.

E. TAX CREDITS

- (1) Fort Sill shall encourage Sill Communities, LLC, to explore federal and state historic preservation tax credit benefits via the established application process with the SHPO and NPS before the start of rehabilitation projects involving historic buildings.
- (2) Design review for tax credit certification will also fulfill Section 106 review for an undertaking. In the event Sill Communities, LLC determines to seek the historic preservation tax credits, the proposed project will, upon receipt of an approved Part II certification from the NPS, be exempt from Stipulation III.C, above, provided Sill Communities, LLC has provided the CRMP 1) written notification of their intent and 2) a complete copy of the project documentation (including all correspondence with the NPS) to fulfill the recordkeeping requirements under Stipulation III.C and D.

IV. ARCHEOLOGICAL RESOURCES

- A. Prior to any new construction on previously undeveloped land, Fort Sill will consult with the SHPO, the OAS, tribes as appropriate, and other consulting parties, as appropriate. Fort Sill will review surveys of the APE sufficient to determine the presence or absence of any NRHP eligible historic properties, or the need for any additional identification efforts. Any potential historic properties will be evaluated for NRHP eligibility in accordance with 36 CFR 800.4.
- B. If NRHP eligible properties will be affected by the undertaking, Fort Sill will consult with the SHPO, the OAS, tribes as appropriate, and other consulting parties as

appropriate, to determine how to avoid or resolve an adverse effect on the property, in accordance with 36 CFR 800.6.

C. In the event of an inadvertent discovery of archeological materials during any of its activities, Sill Communities, LLC shall immediately stop work in the area of discovery and notify the CRMP point of contact. Sill Communities, LLC, shall protect the discovery until Fort Sill has complied with the National Historic Preservation Act (specifically 36 CFR 800.13(b)), Archeological Resources Protection Act, Native American Graves Protection and Repatriation Act and any other applicable legal requirements.

V. ANTI-DEFICIENCY ACT

The stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs Fort Sill's ability to implement the stipulations of this Agreement, Fort Sill will consult in accordance with the dispute resolution and amendment stipulations as specified in Stipulations VIII and IX below.

VI. CONSULTATION WITH INDIAN TRIBES

Fort Sill will consult with any tribes interested in developing consultation procedures for projects relating to or resulting from the RCI pursuant to 36 CFR 800.2(c)(2)(ii)(E).

VII. MEETINGS

Fort Sill shall convene meetings on an as needed basis or at the request of the consulting parties to this PA. The purpose of this meeting shall be to review the ongoing implementation of the Agreement and discuss any potential amendments that might be needed to the Agreement.

VIII. DISPUTE RESOLUTION

- A. Should any signatory or concurring party to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, Fort Sill shall consult with such party to resolve the objection. If Fort Sill determines that such objections cannot be resolved, Fort Sill will:
- (1) Forward all documentation relevant to the dispute, including Fort Sill's proposed resolution to the ACHP. The ACHP shall provide Fort Sill with its advice on the resolution of the objection within thirty (30) days of reviewing adequate documentation. Prior to reaching the final decision on the dispute, Fort Sill shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties and provide them with a copy of this written response. Fort Sill will then proceed according to its final decision.

- (2) If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, Fort Sill may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Fort Sill shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the PA, and provide them and the ACHP with a copy of such written response.
- (3) Any recommendation or comment that the ACHP provides pertains only to the subject of the dispute. Fort Sill's responsibility to carry out all other actions subject to the terms of this PA that are not subject of the dispute remain unchanged.

IX. AMENDMENT AND TERMINATION

- A. If a change occurs in the Undertaking that creates new circumstances that Fort Sill must address, or if any signatory to the PA so requests, or if Fort Sill is unable to carry out the terms of this Agreement, any signatory to this Agreement may request an amendment in accordance with 36 CFR Part 800.6(c)(7). The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.
- B. If any signatory to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment. If within thirty (30) days, an amendment cannot be reached, any signatory may terminate the PA upon written notification to the other signatories.
- (1) Once the PA is terminated, and prior to work continuing on the undertaking, Fort Sill must either:
 - (a) execute a new PA pursuant to 36 CFR § 800.14(b) or
 - (b) comply with 36 CFR 800 for all individual undertakings, or
- (c) request, take into account, and respond to the comments of the ACHP under 36 CFR \S 800.7.
 - (2) Fort Sill shall notify the signatories as to the course of action it will pursue.

X. EFFECTIVE DATE, END DATE, APPLICABILITY

- A. This Programmatic Agreement is effective on the last date that all signatories sign. The Army will comply with all terms and stipulations from that date forward.
- B. This Programmatic Agreement will be incorporated into the ground lease as an exhibit and will become an integral part of the ground lease. The Programmatic Agreement will become applicable to Sill Communities, LLC after Sill Communities, LLC

is formed and upon their execution of the ground lease. The Ground lease is expected to be a 50 year lease, with an option to renew that lease for 25 more years upon mutual agreement with the parties.

C. This Agreement will be in effect so long as the Ground Lease is in effect, unless previously terminated under the provisions of IX, above. If the parties to the ground lease agree to extend the ground lease, the parties to this Agreement will consult on the need to renew or amend this Agreement at the same time as the ground lease is being considered for renewal.

Execution of this Programmatic Agreement and implementation of its terms evidences that Fort Sill has taken into account the effects of the Undertaking on historic properties and afforded the ACHP an opportunity to comment on the Undertaking to privatize family housing at Fort Sill.

FORT SILL, OKLAHOMA

Robert S. Bridgford Colonel, U.S. Army Garrison Commander

OKLAHOMA STATE HISTORIC PRESERVATION OFFICER

Bob L. Blackburn

Oklahoma State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

Executive Director

CONCURRING PARTY:

OKLAHOMA ARCHEOLOGICAL SURVEY

Robert I Brooks

Oklahoma State Archeologist

CONCURRING PARTY:

SILL-PICERNE PARTNERS, LLC

Sill-Picerne Partners, LLC, as managing member of Sill Communities, LLC, has reviewed the above terms and stipulations of the Programmatic Agreement. We acknowledge that the terms and stipulations will become a part of the ground lease and that they will become binding on Sill Communities, LLC, a limited liability corporation that Sill-Picerne Partners, LLC and the Army will form after the RCI project at Fort Sill is approved by Congress.

James M. Grant

∀ice-President

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ATTACHMENT A ACTIVITIES EXEMPT FROM ACHP AND/OR SHPO/OAS REVIEW

Per Stipulation III.C.3, the following proposed undertakings may be approved by Fort Sill CRMP and carried out by Sill Communities, LLC without further consultation with the ACHP or the SHPO/OAS.

All undertakings not identified in this attachment must be reviewed in accordance with the remaining terms of the PA.

I. General Exemption

Projects for residential or non-residential buildings, structures or facilities less than forty-five (45) years old. Projects may include demolition and rehabilitation. However, new construction within a historic district or within the viewshed of a historic district is subject to the remaining terms of the PA.

II. Exempt Activities

When undertakings consist solely of one or more of the items identified below, the undertaking (project) is exempt from further SHPO and/or ACHP review.

For purposes of this agreement, the term "in-kind replacement" is defined as installation of a new element that duplicates the material, dimensions, configuration and detailing of the original or existing element.

A. Site Work

- (1) <u>Streets, driveways, alleys, and parking areas</u>. Repair of existing concrete or asphalt surfaces or in-kind repair/replacement of brick, rock, or stone materials on streets, driveways, alleys, and parking areas.
- (2) <u>Curbs, gutters, sidewalks, retaining walls</u>. Repair of existing concrete or asphalt surfaces or in-kind repair/replacement of brick, rock, or stone materials for curbs, gutters, sidewalks, and retaining walls.
- (3) <u>Site improvement</u>. Repair or in-kind repair/replacement of site improvements, including, but not limited to, fences, landscaping, and steps not attached to any building. Re-contour terrain adjacent to a building to achieve positive water runoff in areas not designated as archaeologically sensitive.
- (4) <u>Utilities</u>. Installation, repair or replacement of gas, sanitary and storm sewer, water, electrical, cable or other underground utilities within previously developed land

and public right-of-ways. In the event of unanticipated archeological discoveries, Sill Communities, LLC shall comply with IV.C. of the PA.

- (5) <u>Park and playground equipment</u>. Installation, repair or replacement of park and playground equipment, excluding buildings, as long as not located on historically significant landscape sites identified in Attachment B.
- (6) <u>Temporary Structures</u>. Installation of temporary construction-related structures including scaffolding, barriers, screening, fences, protective walkways, signage, office trailers or restrooms.

B. Exterior Rehabilitation

- (1) <u>Foundations</u>. Below-grade repair of brick or stone foundations and repairs to all other types of foundations.
- (2) <u>Windows and doors</u>. Repair of windows and doors, including caulking and weather stripping of existing window or door frames, and installation of new clear glass in existing sashes or doors, including retrofitting for double and triple glazing, and replacement of glazing putty.
- (3) <u>Storm windows and storm doors</u>. Installation of exterior storm windows and doors, provided they conform to the shape and size of the historic windows and doors, and that the meeting rails of storm windows coincide with that of existing sash.
- (4) <u>Walls and Siding</u>. Repair of wall or siding material or in-kind replacement of brick, stone, or stucco materials and wood siding.

(5) Painted Surfaces.

- (a) Removal of exterior paint by non-destructive means, limited to hand scraping, low pressure water wash (less than 200 p.s.i.), heat plates or heat guns, or paint-removal chemicals, provided that the removal method is consistent with the provisions of 24 C.F.R. Part 35, "Lead-Based Poisoning Prevention in Certain Residential Structures," including § 35.140, "Prohibited methods of paint removal".
- (b) All lead paint abatement/interim controls that do not involve removal or alteration of exterior features and/or windows.
- (c) Application of exterior paint and caulking, other than on previously unpainted masonry, paint to match existing or be historically accurate.
- (6) <u>Porch elements</u>. Repair or in-kind replacement of existing porch elements, such as columns, flooring, floor joists, ceilings, railing, balusters and balustrades, and lattice.

- (7) Roofing. Repair or in-kind replacement of roof cladding and sheeting, flashing, gutters, soffits, and downspouts with no change in roof pitch or configuration.
 - (8) Awnings. Repair or in-kind replacement of awnings.
- (9) <u>Mechanical systems</u>. Placement and installation of exterior HVAC mechanical units and vents not on the front elevation.
- (10) <u>Basement bulkhead doors</u>. Replacement or repair of basement bulkhead doors and installation of basement bulkhead doors not on the front elevation.
- (11) <u>Lighting</u>. Repair or in-kind replacement of existing light fixtures and installation of additional decorative or security lights.
- (12) <u>Accessibility</u>. Temporary installation of facilities to provide access to historic properties by disabled persons provided these changes make no permanent modification to contributing architectural or landscape elements.
- (13) <u>Mothballing</u>. Securing or mothballing a property by boarding over window and door openings, making temporary roof repairs, and/or ventilating the building. Mothballing shall be done in accordance with the Preservation Brief #31.

C. Interior Rehabilitation

- (1) <u>Mechanical systems</u>. Installation, replacement or repair of plumbing, HVAC systems and units, electrical wiring and fire protection systems, provided no structural alterations are involved. Included are restroom improvements for handicapped access, provided the work is contained within the existing restroom walls.
- (2) <u>Surfaces</u>. Repair or in-kind replacement of interior surface treatment, such as floors, walls, ceilings, plaster and woodwork. Interior painting shall match existing colors or be historically accurate. If covering historic features, such as wood floors, then carpet or sheeting goods (linoleum or vinyl) shall be installed in a reversible manner, either through tacking or with an underlayment so historic floors shall not be irreversibly damaged.
 - (3) <u>Lighting</u>. Repair or in-kind replacement of interior light fixtures.
 - (4) Insulation. Installation of non-spray insulation in ceilings and attic spaces.
- (5) <u>Kitchens and bathrooms</u>. Modernization of kitchen and bathroom spaces, including installation of appliances, cabinets and counters, as long as such change occurs within existing walls and does not affect any significant exterior or interior historic character-defining elements of the historic property.

- (6) <u>Basement floor</u>. Installation or repair of concrete basement floor in an existing basement.
- (7) <u>Lead paint and asbestos abatement</u>. Abatement or interim control of lead-based paint, consistent with the provisions of 24 C.F.R. Part 35 "Lead-Based Poisoning Prevention in Certain Residential Structures", and/or asbestos abatement that does not involve removal or alteration of interior features.

ATTACHMENT B BUILDINGS, HISTORIC LANDSCAPES, AND ARCHEOLOGICAL SITES SUBJECT TO NRHP

The following list of NRHP eligible properties is based upon the current definition of Fort Sill's Historic Districts as of February 2008. An ongoing effort to inventory Fort Sill's historic properties is anticipated to be completed by June 2008. This attachment will be updated to reflect the results of the historic property inventory following SHPO concurrence.

- I. Complete Number of Resources, Houses and Housing Units, Garages and Garage Stalls, Landscape Sites and Other Buildings In the Three Historic Districts With Properties Included in RCI Footprint Fort Sill (NHL) Historic District, Post Field Historic District And Field Artillery Historic District.
- A. Total Number of Historic Resources for all three districts: 304 Includes Dwellings, Secondary Buildings and Landscape Sites
 - B. Total Number of Historic Dwellings: 211
 - C. Total Number of Housing Units: 332
 - D. Total Number of Historic Garages: 89
 - E. Total Number of Garage Stalls: 368
 - F. Total Number of Historic Landscape Sites: 3
 - G. Total Number of Historic Other Buildings: 4
- II. NRHP Eligible Properties (By District)
- A. Fort Sill Historic District: National Historic Landmark/NRHP listed 1966. Neighborhood Name: Old Post Quadrangle
 - (1) Houses: Building 343: 343 Randolph Road

Building 348: 348 Randolph Road

Building 420: 420 Hamilton Road (duplex)

Building 421: 421 Hamilton Road (duplex)

Building 422: 422 Hamilton Road Building 423: 423 Hamilton Road

Building 424: 424 Hamilton Road (duplex)

Building 426: 426 Chickasha Road (duplex) Building 427: 427 Chickasha Road (duplex) Building 428: 428 Chickasha Road (duplex) Building 429: 429 Chickasha Road (duplex) Building 430: 430 Chickasha Road (duplex) Building 431: 431 Chickasha Road (duplex)

Total Number of Houses: 13 (4 single and 9 duplexes = 22 housing units)

(2) Garages: Building 400: Alley behind Chickasha Road (1-car garage)
Building 401: Alley behind Chickasha Road (1-car garage)
Building 402: Alley behind Chickasha Road (2-car garage)
Building 404: Alley behind Chickasha Road (2-car garage)
Building 405: Alley behind Chickasha Road (2-car garage)
Building 406: Alley behind Chickasha Road (2-car garage)
Building 407: Alley behind Chickasha Road (2-car garage)
Building 411: Alley behind Hamilton Road (1-car garage)
Building 413: Alley behind Hamilton Road (1-car garage)
Building 415: Alley behind Hamilton Road (1-car garage)

Building 416: Alley behind Hamilton Road (2-car garage)

Building 417: Alley behind Hamilton Road (1-car garage)

Total Number of Garages: 13 (6 1-car garages and 7 2-car garages = 20 stalls)

(3) Other: Building 409: Storage: Alley behind Hamilton road

Building 410: Utility: Alley behind Hamilton Road Building 419: Utility: Alley behind Hamilton Road

Total Number of Other Buildings: 3

Total Number of Historic Resources in Fort Sill (NHL) Historic District and RCI footprint: 29 Consisting of 13 Dwellings and 16 Secondary Buildings

Total Number of Housing Units: 22

Consisting of 4 single-family houses and 9 duplexes

Total Number of Garage Stalls: 20

Consisting of 6 1-car garages and 7 2-car garages

- B. **Post Field Historic District**: Determined eligible for NRHP by consensus of Fort Sill and Oklahoma SHPO on 08/26/06. Neighborhood Name: Henry Post Manor
 - (1) Houses: Building 5060: 5060 Post Road

Building 5061: 5061 Post Road Building 5062: 5062 Post Road Building 5063: 5063 Post Road Building 5064: 5064 Rumple Road Building 5065: 5065 Rumple Road Building 5066: 5066 Tucker Road Building 5067: 5067 Tucker Road Building 5068: 5068 Tucker Road Building 5069: 5069 Tucker Road Building 5070: 5070 Tucker Road Building 5071: 5071 Tucker Road Building 5075: 5075 Rumple Road Building 5076: 5076 Rumple Road Building 5077: 5077 Rumple Road Building 5078: 5078 Rumple Road Building 5079: 5079 Rumple Road Building 5080: 5080 Rumple Road Building 5081: 5081 Rumple Road Building 5082: 5082 Rumple Road Building 5083: 5083 Rumple Road Building 5083: 5083 Rumple Road

Total Number of Dwellings: 21 (21 single = 21 housing units)

(2) Garages: Building 5051: Alley between Post and Tucker roads (4-car garage)

Building 5053: Alley between Post and Tucker roads (4-car garage)

Building 5054: Alley between Post and Tucker roads (4-car garage)

Building 5087: Alley behind Rumple Road (1-car garage)

Building 5088: Alley behind Rumple Road (2-car garage)

Building 5089: Alley behind Rumple Road (2-car garage)

Building 5090: Alley behind Rumple Road (2-car garage)

Building 5092: Alley behind Rumple Road (2-car garage)

Total Number of Garages: 8 (3 4-car garages, 4 2-car garages and 1 1-car garage = 21 stalls)

(3) Other: Building 5091: Storage: Alley behind Rumple Road

(4) Sites: Park: between Rumple and Tucker roads

Total Number of Other Buildings and Sites: 2

Total Number of Historic Resources in Post Field Historic District and RCI footprint: 31 Consisting of 21 Dwellings, 9 Secondary Buildings and 1 Landscape Element

Total Number of Housing Units: 21 Consisting of 21 single-family homes

Total Number of Garage Stalls: 21

Consisting of 3 4-car garages, 4 2-car garages and 1 1-car garage

C. **Field Artillery Historic District**: Determined eligible for NRHP by consensus of Fort Sill and OK/SHPO on 08/29/97

Includes Corral Acres, Crescent Hill, Academic Heights, White Wolf Manor, Craig Crossing and Quanah Park Square Neighborhoods

List is divided by neighborhood:

CORRAL ACRES

(1) Houses: Building 300: 300 Knox Road (duplex)

Building 301: 301 Knox Road (duplex)

Building 302: 302 Knox Road (duplex) Building 303: 303 Knox Road (duplex) Building 304: 304 Knox Road (duplex)

Building 305: 305 Knox Road (duplex)

Building 306: 306 Knox Road

Building 307: 307 Knox Road

Building 308: 308 Knox Road

Building 309: 309 Knox Road

Building 310: 310 Knox Road

Building 311: 311 Knox Road

Total Number of Houses: 12 (6 single and 6 duplexes = 18 housing units)

(2) Garages: Building 317: 317 Fowler Road (6-car garage)

Building 319: 319 Fowler Road (6-car garage)

Building 320: 320 Fowler Road (6-car garage)

Total Number of Garages: 3 (3 6-car garages = 18 stalls)

CRESCENT HILL

(1) Houses: Building 350: 350 Hudnutt Avenue

Building 351: 351 Hudnutt Avenue

Building 352: 352 Hudnutt Avenue

Building 353: 353 Hudnutt Avenue

Building 354: 354 Hudnutt Avenue Building 355: 355 Hudnutt Avenue

Building 356: 356 Hudnutt Avenue

Building 357: 357 Hudnutt Avenue

Building 358: 358 Hudnutt Avenue

Building 359: 359 Hudnutt Avenue

Building 360: 360 Hudnutt Avenue

Building 361: 361 Hudnutt Avenue (duplex)

Total Number of Houses: 12 (11 single and 1 duplex = 13 housing units)

(2) Garages: Building 363: Alley behind Hudnutt Avenue (6-car garage)

Building 365: Alley behind Hudnutt Avenue (5-car garage)

Total Number of Garages: 2 (1 5-car garage and 1 6-car garage)

ACADEMIC HEIGHTS

(1) Houses: Building 513: 513 Lauman Avenue (four-plex) Building 514: 514 Lauman Avenue (four-plex)

Building 515: 515 Lauman Avenue (four-plex)

Building 516: 516 Lauman Avenue (four-plex)

Building 517: 517 Lauman Avenue (four-plex)

Building 518: 518 Lauman Avenue

Building 519: 519 Lauman Avenue

Building 520: 520 Lauman Avenue

Building 521: 521 Lauman Avenue

Building 522: 522 Lauman Avenue

Building 523: 523 Lauman Avenue (four-plex)

Building 524: 524 Lauman Avenue (four-plex)

Building 527: 527 Irwin Circle

Building 528: 528 Irwin Circle

Building 529: 529 Irwin Circle

Building 530: 530 Lindsay Avenue

Building 531: 531 Lindsay Avenue

Building 532: 532 Lindsay Avenue

Building 533: 533 Lindsay Avenue

Building 534: 534 Irwin Circle

Building 535: 535 Irwin Circle

Building 536: 536 Batson Avenue

Building 537: 537 Batson Avenue

Building 539: 539 Batson Avenue Building 540: 540 Batson Avenue

Building 541: 541 Batson Avenue

Building 542: 542 Batson Avenue

Building 543: 543 Batson Avenue Building 545: 545 Lindsay Avenue

Building 546: 546 Lindsay Avenue

Building 547: 547 Lindsay Avenue

Building 548: 548 Lindsay Avenue

Building 549: 549 Lindsay Avenue

Building 550: 550 Stout Avenue

Building 551: 551 Lindsay Avenue

Building 552: 552 Lindsay Avenue Building 553: 553 Lindsay Avenue Building 554: 554 Lindsay Avenue Building 555: 555 Lindsay Avenue Building 560: 560 Leever Avenue Building 561: 561 Leever Avenue Building 562: 562 Leever Avenue Building 563: 563 Searby Circle Building 564: 564 Searby Circle Building 565: 565 Searby Circle Building 566: 566 Leever Avenue Building 567: 567 Leever Avenue Building 568: 568 Leever Avenue Building 569: 569 Cruikshank Circle Building 570: 570 Cruikshank Circle Building 571: 571 Cruikshank Circle Building 572: 572 Cruikshank Circle Building 573: 573 Cruikshank Circle Building 574: 574 Batson Avenue Building 575: 575 Batson Avenue Building 576: 576 Batson Avenue Building 620: 620 Upton Road (four-plex) Building 621: 621 Lauman Avenue (four-plex) Building 622: 622 Lauman Avenue (four-plex) Building 623: 623 Lauman Avenue (four-plex) Building 624: 624 Lauman Avenue (four-plex) Building 625: 625 Lauman Avenue (four-plex) Building 626: 626 Lauman Avenue (four-plex) Building 627: 627 Lauman Avenue (four-plex) Building 628: 628 Lauman Avenue (four-plex) Building 629: 629 Lauman Avenue (four-plex) Building 630: 630 Lauman Avenue (four-plex) Building 636: 636 McBride Avenue Building 637: 637 McBride Avenue Building 638: 638 McBride Avenue Building 639: 639 McBride Avenue Building 640: 640 McBride Avenue Building 641: 641 McBride Avenue Building 642: 642 McBride Avenue Building 643: 643 Batson Avenue Building 644: 644 Batson Avenue Building 645: 645 Batson Avenue Building 646: 646 Batson Avenue Building 647: 647 Batson Avenue Building 648: 648 Batson Avenue Building 649: 649 Batson Avenue

Building 650: 650 Batson Avenue Building 651: 651 Batson Avenue

Total Number of Houses: 83 (65 single & 18 four-plex = 137 housing units)

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(2) Garages: Building 511: Alley behind Lauman Road (12-car garage)
             Building 512: Alley behind Lauman Road (12-car garage)
             Building 525: Alley behind Lauman Road (9-car garage)
             Building 526: Alley behind Irwin Circle (4-car garage)
             Building 538: Alley between Batson & Lindsay avenues (6-car garage)
             Building 544: Alley between Batson & Lindsay avenues (10-car garage)
             Building 556: Alley behind Lindsay Avenue (5-car garage)
             Building 557: Alley behind Lauman Avenue (6-car garage)
             Building 577: Alley behind Batson Avenue (2-car garage)
             Building 579: Alley behind Cruikshank Circle (2-car garage)
             Building 580: Alley behind Cruikshank Circle (2-car garage)
             Building 581: Alley behind Cruikshank Circle (2-car garage)
             Building 619: Alley behind Lauman Avenue (20-car garage)
             Building 631: Alley between Lauman & McBride avenues (6-car garage)
             Building 632: Alley between Lauman & McBride avenues (4-car garage)
             Building 633: Alley between Lauman & McBride avenues (9-car garage)
             Building 634: Alley between Lauman & McBride Avenue (30-car garage)
             Building 654: Alley behind Batson Avenue (2-car garage)
             Building 655: Alley behind Batson Avenue (2-car garage)
             Building 656: Alley behind Batson Avenue (3-car garage)
             Building 657: Alley behind Batson Avenue (1-car garage)
             Building 658: Alley behind Batson Avenue (2-car garage)
```

Total Number of Garages: 22 (1 1-car garage, 7 2-car garages, 1 3-car garage, 2 4-car garages, 1 5-car garage, 3 6-car garages, 2 9-car garages, 1 10-car garage, 2 12-car garages, 1 20-car garage, 1 30-car garage = 169 stalls)

(3) Sites: Park areas between Irwin Circle, Batson Avenue, Roberts Road, McBride Avenue

Park area between Cruikshank Circle and Batson Avenue

Total Number of Sites: 2

WHITE WOLF MANOR

(1) Houses: Building 1100: 1100 Hetherington Loop
Building 1101: 1101 Hetherington Loop
Building 1102: 1102 Hetherington Loop
Building 1103: 1103 Hetherington Loop
Building 1104: 1104 Hetherington Loop
Building 1109: 1109 Hetherington Loop

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Building 1110: 1110 Hetherington Loop
Building 1300: 1300 Upton Road (four-plex)
Building 1301: 1301 Upton Road (duplex)
Building 1302: 1302 Upton Road (duplex)
Building 1303: 1303 Upton Road (duplex)
Building 1304: 1304 Upton Road
Building 1305: 1305 Upton Road (duplex)
Building 1306: 1306 Upton Road (duplex)
Building 1308: 1308 Upton Road
Building 1309: 1309 Upton Road (duplex)
Building 1310: 1310 Upton Road
Building 1311: 1311 Upton Road (duplex)
Building 1312: 1312 Upton Road
Building 1314: 1314 Upton Road (duplex)
Building 1315: 1315 Upton Road (duplex)
Building 1316: 1316 Upton Road (duplex)
Building 1318: 1318 Upton Road (duplex)
Building 1319: 1319 Upton Road (duplex)
Building 1320: 1320 Upton Road (four-plex)
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Total Number of Houses: 26 (13 single, 11 duplexes and 2 four-plexes = 43 housing units)

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(2) Garages: Building 1120: Alley behind Hetherington Loop (5-car garage)
             Building 1113: Alley behind Hetherington Loop (4-car garage)
             Building 1321: Alley behind Upton Road (2-car garage)
             Building 1322: Alley behind Upton Road (2-car garage)
             Building 1323: Alley behind Upton Road (2-car garage)
             Building 1324: Alley behind Upton Road (2-car garage)
             Building 1325: Alley behind Upton Road (1-car garage)
             Building 1326: Alley behind Upton Road (2-car garage)
             Building 1327: Alley behind Upton Road (2-car garage)
             Building 1328: Alley behind Upton Road (1-car garage)
             Building 1329: Alley behind Upton Road (1-car garage)
             Building 1330: Alley behind Upton Road (4-car garage)
             Building 1332: Alley behind Upton Road (1-car garage)
             Building 1333: Alley behind Upton Road (2-car garage)
             Building 1334: Alley behind Upton Road (2-car garage)
             Building 1335: Alley behind Upton Road (3-car garage)
             Building 1336: Alley behind Upton Road (9-car garage)
             Building 1337: Alley behind Upton Road (2-car garage)
             Building 1338: Alley behind Upton Road (2-car garage)
             Building 1339: Alley behind Upton Road (1-car garage)
             Building 1340: Alley behind Upton Road (2-car garage)
             Building 1341: Alley behind Upton Road (2-car garage)
             Building 1342: Alley behind Upton Road (2-car garage)
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Building 1343: Alley behind Upton Road (4-car garage)

Total Number of Garages: 25 (5 1-car garages, 13 2-car garages, 1 3-car garage, 4 4-car garages, 1 5-car garage, 1 9-car garage = 64 stalls)

CRAIG CROSSING

(1) Houses: Building 1820: 1820 Lawson Road (duplex) Building 1821: 1821 Lawson Road (duplex) Building 1822: 1822 Lawson Road Building 1823: 1823 Lawson Road Building 1824: 1824 Lawson Road Building 1825: 1825 Lawson Road Building 1911: 1911 Lawson Road Building 1912: 1912 Lawson Road Building 1913: 1913 Lawson Road Building 1914: 1914 Lawson Road (duplex) Building 1915: 1915 Lawson Road (duplex) Building 1916: 1916 Lawson Road (duplex) Building 1917: 1917 Lawson Road (duplex) Building 1918: 1918 Lawson Road (duplex) Building 1919: 1919 Lawson Road Building 1920: 1920 Lawson Road

Building 1921: 1921 Lawson Road

Total Number Houses: 17 (10 single and 7 duplexes = 24 housing units)

(2) Garages: Building 1808: 1808 Lawson Road (3-car garage) Building 1809: 1809 Lawson Road (4-car garage)

Building 1905: 1905 Lawson Road (3-car garage) Building 1906: 1906 Lawson Road (5-car garage)

Building 1907: 1907 Lawson Road (5-car garage)

Building 1910: 1910 Lawson Road (4-car garage)

Total Number of Garages: 6 (2 3-car garages, 2 4-car garages, 2 5-car garages = 24 stalls)

QUANAH PARKER SQUARE

(1) Houses: Building 2040: 2040 Adams Road (duplex)

Building 2041: 2041 Adams Road (duplex) Building 2042: 2042 Adams Road (duplex) Building 2043: 2043 Adams Road (duplex)

Building 2044: 2044 Adams Road (duplex)

Building 2045: 2045 Adams Road (duplex)

Building 2046: 2046 Adams Road (duplex) Building 2047: 2047 Adams Road (duplex) Building 2048: 2048 Adams Road (duplex) Building 2049: 2049 Adams Road (duplex) Building 2057: 2057 Evans Road (duplex) Building 2058: 2058 Evans Road (duplex) Building 2059: 2059 Evans Road (duplex) Building 2060: 2060 Evans Road (duplex) Building 2061: 2061 Evans Road (duplex) Building 2062: 2062 Evans Road (duplex) Building 2063: 2063 Evans Road (duplex) Building 2064: 2064 Evans Road (duplex) Building 2068: 2068 Evans Road (duplex) Building 2069: 2069 Evans Road (duplex) Building 2070: 2070 Evans Road (duplex) Building 2071: 2071 Evans Road (duplex) Building 2072: 2072 Evans Road (duplex) Building 2073: 2073 Evans Road (duplex) Building 2074: 2074 Evans Road (duplex) Building 2075: 2075 Evans Road (duplex) Building 2076: 2076 Evans Road (duplex)

Total Number of Houses: 27 (27 duplexes = 54 housing units)

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(2) Garages: Building 2050: 2050 Capron Road (5-car garage)
Building 2051: 2051 Capron Road (6-car garage)
Building 2052: 2052 Capron Road (5-car garage)
Building 2053: 2053 Capron Road (6-car garage)
Building 2054: 2054 Capron Road (5-car garage)
Building 2055: 2055 Capron Road (6-car garage)
Building 2056: 2056 Capron Road (5-car garage)
Building 2077: 2077 Andrews Road (6-car garage)
Building 2079: 2079 Andrews Road (6-car garage)
Building 2080: 2080 Andrews Road (6-car garage)
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Total Number of Garages: 10 (4 5-car garages and 6 6-car garages = 56 stalls)

Total Number of Historic Resources in Field Artillery Historic District and RCI footprint: 248 Consisting of total of 177 dwellings, 68 secondary buildings and 2 landscape elements

Total Number of Housing Units: 289

Consisting of 105 single-family homes, 52 duplexes, 20 four-plexes

Total Number of Garage Stalls: 324

Consisting of 6 1-car garages, 20 2-car garages, 4 3-car garages, 8 4-car garages, 9 5-car garages, 13 6-car garages, 3 9-car garages, 1 10-car garages, 2 12-car garages, 1 20-car garage, 1 30-car garage

III. ARCHEOLOGICAL SITES

There are no identified archeological sites within the RCI footprint.

ATTACHMENT C RCI LAND LEASE FOOTRPINT

Fort Sill





RCI Parcels

AMENDMENT TO

ATTACHMENT A

OF THE

PROGRAMMATIC AGREEMENT AMONG U.S. ARMY GARRISON FORT SILL, OKLAHOMA, OKLAHOMA STATE HISTORIC PRESERVATION OFFICER, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

FOR THE PRIVATIZATION OF FAMILY HOUSING AT FORT SILL, OKLAHOMA (Agreement)

WHEREAS, the Agreement, including Attachment A: Activities Exempt from ACHP and/or SHPO/OAS Review, was executed on 3 April 2008; and,

WHEREAS, the consulting parties for the Agreement were the U.S. Army Garrison (Fort Sill), the Oklahoma State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP); and,

WHEREAS, the Oklahoma Archeological Survey (OAS) and Sill-Picerne Partners, LLC were concurring party signatories to the Agreement; and,

WHEREAS, this amendment to Attachment A of the Agreement is necessary because of the new circumstances Fort Sill must address in facilitating access to the interior of historic housing by disabled or special needs persons; and,

NOW THEREFORE, in accordance with Stipulations III.C.3.a and IX.A of the Agreement, Fort Sill, the SHPO, the ACHP, the OAS and Sill-Picerne Partners, LLC, agree to amend Attachment A of the Agreement as follows:

- 1. Add additional exemption to Attachment A, numbered as follows:
 - II. Exempt Activities.
 - C. Interior Rehabilitation:

(8) <u>Accessibility</u>. Temporary installation of facilities to provide access to historic properties by disabled or special needs persons provided these changes make no permanent modification to contributing architectural features or elements. All temporary facilities must use compatible materials, be as unobtrusive as possible and must be installed in a reversible manner that requires minimal invasive

action and will result in no permanent change to the surrounding area when the facility is removed. Included are railings along walls and stairs, temporary replacement of door or window hardware and small ramps or other facilities to alleviate tripping hazards. If door or window hardware is temporarily changed, the existing knobs, levers and all associated parts will be identified as to exact location within the property, appropriately stored on the premises in a manner, condition and location that prevents inadvertent damage and returned to its original location when the need for such facilities no longer exists.

FORT SILL, OKLAHOMA

Raymond P. Lacey

Colonel, U.S. Army Garrison Commander Date: 21 April 2010

OKLAHOMA STATE HISTORIC PRESERVATION OFFICER

Bob L. Blackburn

Oklahoma State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

| By: John M. Fowler Executive Director | Date: 6 15 10 |
|--|----------------------------|
| CONCURRING PARTY: OKLAHOMA ARCHEOLOGICAL SURVEY | |
| By: Robert L: Brooks Oklahoma State Archeologist | Date: <u>April 27,28/8</u> |
| CONCURRING PARTY: SILL-PICERNE PARTNERS, LLC | |
| By: Som Management | Date: 4/7/2010 |

John G. Picerne

AMENDMENT

TO THE

PROGRAMMATIC AGREEMENT AMONG U.S. ARMY GARRISON FORT SILL, OKLAHOMA, OKLAHOMA STATE HISTORIC PRESERVATION OFFICE, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

FOR THE PRIVATIZATION OF FAMILY HOUSING AT FORT SILL, OKLAHOMA (Agreement)

WHEREAS, the Agreement, including Attachment B: Buildings, Historic Landscapes, and Archeological Sites Subject to NRHP and Attachment C: RCI Land Lease Footprint, was executed on 3 April 2008; and,

WHEREAS, the signatories for the Agreement were the U.S. Army Garrison (Fort Sill), the Oklahoma State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP); and,

WHEREAS, the Oklahoma Archeological Survey (OAS) and Sill-Picerne Partners, LLC were concurring party signatories to the Agreement; and,

WHEREAS, this amendment to Stipulation III.D is necessary to modify the requirement to utilize the Annual Asset Management Report, which per Department of Defense (DoD) guidance is not releasable, in preparation of the Annual Report; and,

WHEREAS, this amendment to Attachment B of the Agreement is necessary to provide all parties with a comprehensive up-to-date inventory concerning the determinations of NRHP status for evaluated resources located within the RCI Footprint; and,

WHEREAS, this amendment to Attachment C of the Agreement is necessary to correct inadvertent errors in the original delineation of the RCI Footprint, which constitutes the Area of Potential Effect (APE) for the Agreement, and to accommodate the addition of approximately .5 acres of land, identified herein as Parcel C-1, to Parcel C of the RCI Land Lease Footprint;

WHEREAS, Parcel C-1 contains Building 634 (30-car Garage) and Building 661 (Utility Building); and,

WHEREAS, Building 634 was incorrectly listed on the original Attachment B of the Agreement when it was in fact not located within the RCI footprint in 2008; and,

WHEREAS, Fort Sill provided the SHPO with a corrected inventory of properties within the RCI Footprint in Appendix I of the 2011 RCI Annual Report which removed Building 634 from the inventory of resources within the RCI Footprint and inadvertently included Building 661 within the RCI Footprint; and,

WHEREAS, Buildings 634 and 661 have been evaluated and determined in consensus between Fort Sill and the SHPO to be noncontributing resources to the NRHP eligible Field Artillery Family Quarters Historic District; and,

WHEREAS, the area containing Parcel C-1 was archeologically surveyed as part of the Intensive Archeological Survey of 3,210.75 Acres and 77 National Register Site Evaluations at the Fort Sill Military Reservation, Comanche County, Oklahoma (forthcoming) and no archeological sites were identified in the area; and,

NOW THEREFORE, in accordance with Stipulation IX.A of the Agreement, Fort Sill, the SHPO, the ACHP, the OAS, and Sill-Picerne Partners, LLC, agree to amend the Agreement as follows:

- 1. Stipulation III.D.(1) is revised as follows: The Army will report annually to the SHPO and the ACHP on the status of the Fort Sill historic housing properties utilizing a report prepared by Sill Communities, LLC in the month agreed upon by the SHPO, the ACHP and CRMP.
- 2. The previous Attachment B in the Agreement is superseded by the Attachment B in this amendment. Changes to the updated Attachment B include:
- A. The change in title from "Buildings, Historic Landscapes, and Archeological Sites Subject to NRHP" to "NRHP Status of Evaluated Resources in RCI Footprint."
- B. The deletion of Building 343 (Wichita House), Building 419 (Utility Building) and Building 1336 (9-car Garage) which were listed on the 2008 Attachment B but were, and are, not located within the RCI Footprint.
- C. The supplantation of the Field Artillery Historic District (1998) with the New Post Historic District (2008) and the discontiguous Field Artillery Family Quarters Historic District (2008).
- D. The determination of NRHP eligibility for evaluated resources within the RCI Footprint by parcel. All determinations of NRHP eligibility were arrived at through consensus of Fort Sill and the SHPO. Resources less than forty-five (45) years of age are not identified. The revised Attachment B provides information on:
 - 1. Summary information about historic districts applicable to the RCI PA.

- Contributing and noncontributing resources within the identified historic districts.
- 3. Evaluated resources not located within the identified historic districts.
- 4. Groups of resources subject to the Capehart/Wherry Program Comment.
- E. Future updates to Appendix B, as necessary and appropriate, will be provided to the SHPO and other interested parties as part of the RCI Annual Report (Stipulation III.D of the Agreement).
- 3. The previous Attachment C in the Agreement is superseded by the Attachment C herein. Changes to the updated Attachment C include:
- A. The change in Parcel L to portions of the Craig Crossing Neighborhood (1900 area of the Installation) from the Geronimo Acres Neighborhood (all of 5500 area and portions of 5700 area).
- B. The change in Parcel M to the Geronimo Acres Neighborhood (all of 5500 and portions of 5700 area) from portions of the 5400 area.
- C. The change in Parcel N to portions of the 5400 area which were not conveyed to the final RCI Footprint from the Patriot Estates Neighborhood (portions of 5000, 5200, 5300, and 5400 areas).
- D. The change in Parcel O to the Patriot Estates Neighborhood (portions of 5000, 5200, 5300 and 5400 areas) from the Buffalo Soldier Acres Neighborhood (portions of 3800, 4700, 4800, 6500, 6600, and 6900 areas).
- E. The addition of Parcel P, consisting of the Buffalo Soldier Acres Neighborhood (portions of 3800, 4700, 4800, 6500, 6600, and 6900 areas).
- F. No changes were made to Parcels A, B, D, E, F, G, H, I, J or K of the RCI Footprint.
- 4. Parcel C as shown on the revised Attachment C in this amendment is expanded by the addition of Parcel C-1, consisting of approximately one half acre of land, as delineated herein per the Attachment C Addendum.

FORT SILL, OKLAHOMA

| By: Slenn Mater | Date: 2 Apa 14 |
|--|----------------|
| Glenn A. Waters | |
| Colonel, U.S. Army Garrison Commander | |
| Garnson Commander | |
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| OKLAHOMA STATE HISTORIC PRESERVATION C | DEFICER |
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| By: 100 Dealler | Date: 4-9-14 |
| Bob L. Blackburn | |
| Oklahoma State Historic Preservation Officer | |
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| De My And | 4/20/14 |
| John M. Fowler | Date: 4/28/14 |
| Executive Director | |

CONCURRING PARTY:

OKLAHOMA ARCHEOLOGICAL SURVEY

Robert I Brooks

Oklahoma State Archeologist

5

CONCURRING PARTY:

SILL-PICERNE PARTNERS, LLC

Milke Steiner Managing Director

6