

**Memorandum of Agreement
Among the
Department of the Army,
The Advisory Council on Historic Preservation
and the
Georgia State Historic Preservation Officer
For the
Closure and Disposal of Fort McPherson, Georgia**

WHEREAS, the United States Army (Army) is responsible for implementation of the Defense Authorization Amendments and Base Closure and Realignment Act of 1988 (Pub. L. 100-526, 10 U.S.C. § 2687 note) and the Defense Base Closure and Realignment Act of 1990 (Pub. L. 101-510, 10 U.S.C. § 2687 note) and is proceeding with the closure of Fort McPherson by September 15, 2011, and consequent disposal of excess and surplus property, in a manner consistent with the requirements of the 2005 Defense Base Closure and Realignment Commission (BRAC) Recommendations; and

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

WHEREAS, the Army has determined that BRAC closure of Fort McPherson is an undertaking and will have an adverse effect upon historic properties that are listed on or designated as eligible for listing on the National Register of Historic Places (NRHP) at Fort McPherson; and

WHEREAS, any property to remain under federal control upon closure does not constitute an undertaking and is not subject to this agreement; and

WHEREAS, the Army consulted with the Georgia State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP) pursuant to the provisions of the National Historic Preservation Act (NHPA), as amended, 16 U.S.C. §470 et seq., and the implementing regulations at 36 C.F.R. Part 800; and

WHEREAS, the ACHP was invited to consult on this undertaking and has chosen to participate; and

WHEREAS, the Army and the SHPO concur that historic property identification efforts are complete at Fort McPherson and a definitive list of historic properties on or determined eligible for the National Register of Historic Places are as listed in Attachment A; and

WHEREAS, historic property means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of

) Historic Places maintained by the Secretary of the Interior, including artifacts, records, and remains that are related to and located within such properties; and

WHEREAS, this Memorandum of Agreement (MOA) shall apply to all historic property at Fort McPherson, of which Select Historic Properties as listed in Attachment A (hereafter the "Select Historic Properties") shall be preserved with covenants and the remainder shall receive no covenants; and

WHEREAS, Attachment B contains a list of previous cultural resource studies, assessments, textual records and documentation associated with Fort McPherson; and

WHEREAS, the installation operated during the Cold War era (1949-1990) and as all U.S. military facilities of the period were part of the overall projection of force primarily directed at the Soviet Union, the installation does not contain Cold War properties that directly and vividly illustrate via material culture the efforts of the U.S. to combat real or perceived Soviet threats during the Cold War period; and

WHEREAS, the Army identified Federally Recognized Indian Tribes (Attachment C) that attach traditional religious and cultural importance to properties in the APE and were notified via registered letters twice of the undertaking and invited to consult on a nation-to-nation basis to address Tribal concerns; and

) **WHEREAS**, the responses from the Tribes is as noted in Attachment C, resulting in no Tribe electing to participate in this agreement; and

WHEREAS, the Army is in the process of conducting an Environmental Impact Statement under National Environmental Policy Act (NEPA) and integrating Section 106 public involvement with NEPA through a series of public meetings; and

WHEREAS, interested members of the public have been provided opportunities to comment and consult on the effects this base closure may have on historic properties at Fort McPherson through NEPA scoping meetings, public hearings, consultation meetings, and other means; and

WHEREAS, the Army, in consultation with the SHPO, has invited the Fort McPherson Local Redevelopment Authority (LRA), the City of Atlanta, the Georgia Trust, and the Atlanta Preservation Center to consult in this agreement and the opportunity to sign as concurring parties; and

) **WHEREAS**, the Army has completed compliance under the NHPA for Capehart and Wherry Era Housing and World War II Temporary Wooden Buildings through the Program Comment for Capehart and Wherry Era Army Family Housing and Associated Structures and Landscape Features (1949-62), approved on 31 May 2002 by the ACHP; and the Programmatic Memorandum of Agreement between the DoD, ACHP, and the National Conference of SHPOs (NCSHPO) regarding demolition of World War II Temporary Buildings, signed in July 1986, and amended in May 1991; and

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

Stipulations

I. Mitigation

A. Properties Previously Mitigated. The Army has completed compliance under NHPA for Capehart and Wherry Era Housing and World War II Temporary Wooden Buildings. The following properties have been previously mitigated for adverse effects under these program comments and agreements and no mitigation is required for transfer from federal control: Buildings 27, 28, 240, 412, 413, 414, 418, 422, 430, 431, 432, and 433.

B. Popular Report. The Army shall produce a popular report based upon previous investigations within thirty (30) months of the signing of this agreement.

1. The report shall be equal to the scope and quality of the 2006 publication *Under one Roof: The Story of Air Force Plant 6* by Jeffery L. Holland. A draft review shall be sent to the SHPO for a 30-day period of review and comment.
2. Two hundred fifty (250) perfect bound copies shall be produced and distributed to local libraries and institutions. Electronic copies shall also be made available to these parties.

C. Photographic Documentation. The Army shall perform photographic documentation on each historic property prior to transfer out of federal control. The purpose of the documentation is to document the installation as an entity prior to transfer out of federal control. Photography shall consist of:

1. Photographic documentation to the standards of the Historic American Buildings Survey (HABS). A maximum of thirty (30) large-format general outdoor landscape views of the installation that capture the essence of the installation as an entity. Views shall be chosen in consultation with the SHPO.
 - a. Archival processed large-format prints and negatives shall be offered to the National Park Service (NPS) for inclusion in their collection.
 - b. Photographic documentation shall meet or exceed HABS Photographic Standards established by the NPS.
 - c. A duplicate archival set shall be sent to the Georgia SHPO.

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2. **Digital Photography.** High-quality digital photographic documentation (consisting of images of 10 mega-pixel or greater taken with a digital SLR) of each type or plan of all NRHP eligible historic property consisting of a minimum of four (4) principal elevations, one (1) oblique view and one (1) architectural detail of each type building.
 - a. Interior views shall be taken where character defining features are extant.
 - b. A professional photographer with demonstrated experience in documenting historic structures shall perform all photography.
 - c. All digital photographs and prints shall meet NPS standards for digital photography.
 - d. One set of archival prints of all photographs shall be submitted to the SHPO and the HABS collection of the Library of Congress.

D. Documentation to the Standards of HABS Level II. The following building shall be demolished as a result of transfer out of federal control: 455 (Firing Range) and shall receive HABS Level II documentation.

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1. Within twenty four (24) months of the signing of this agreement, the Army shall ensure the preparation of the following HABS documentation and offer it to the NPS for inclusion in the collection:
 - a. HABS documentation shall conform to the Secretary of the Interior's Standards for Architectural and Engineering Documentation as published in the *Federal Register* on September 29, 1983.
 - b. All HABS documentation shall be conducted by personnel meeting the Secretary of the Interior's Professional Qualification Standards in 36 CFR Part 61.
 - c. A duplicate copy of the documentation shall be forwarded to the Georgia SHPO.

E. Existing Condition Survey and Design Standards (ECSDS) for Select Historic Properties.

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1. Within one (1) year of signing of this agreement, the Army, in consultation with the SHPO, shall compile an individual Existing Conditions Survey and Design Standards (ECSDS) for the Select Historic Properties listed in Attachment A. The purpose of the ECSDS is to establish existing conditions of these Select Historic Properties prior to transfer out of federal control and to establish a benchmark in which the SHPO may evaluate future preservation efforts (repair,

modification, rehabilitation, restoration, etc) against design standards set forth in the ECSDS. The intent of the Design Standards is to establish clear and unambiguous standards that establish acceptable modifications to the historic property and to ensure the protection of Parade Ground and Staff Row viewsheds.

a. **Existing Condition Survey.** The Army shall base the existing condition survey portion of the ECSDS upon the LRA Existing Condition Survey dated October 08, 2008. The Army shall adapt the document to more clearly illustrate the descriptions of the buildings, the historic significance of the buildings and the nature of their historic significance and the exterior character-defining features.

1. The ECSDS shall incorporate digital photographs produced by the Army in Stipulation I (C) (2).

2. Character-defining features shall be identified in the ECSDS as described by NPS Preservation Brief #17, *Architectural Character-Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving Their Character*.

3. Any interior character-defining features shall be as described in NPS Preservation Brief #18, *Rehabilitating Interiors in Historic Buildings; Identifying and Preserving Character-Defining Elements*.

b. **Design Standards.** The Army shall base the design standards portion of the ECSDS upon *The Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings* (Secretary's Standards). The Army, in consultation with the SHPO, shall adapt the Secretary's Standards to more clearly illustrate property-specific standards for acceptable and non-acceptable preservation practices regarding modifications in terms of maintenance, repair, rehabilitation, restoration or any adaptive reuse of the property.

2. All work on the ECSDS shall be performed by personnel that meet the Secretary of the Interior's Professional Qualification Standards (36 C.F.R. §61).

3. The ECSDS shall incorporate existing plans, elevations and details pertinent to the character-defining elements of each structure.

4. The ECSDS shall include a concise description of each Select Historic Property, composed of its character defining features that make it eligible for the National Register of Historic Places and define property-specific design standards for acceptable and non-acceptable practices regarding modifications in terms of maintenance, repair, rehabilitation, restoration or any adaptive reuse of the property.

5. Each ECSDS shall include a list of previous cultural resource studies, assessments, textual records and documentation associated with Fort McPherson as shown in Attachment B.
6. The draft ECSDS of each structure shall be submitted to the SHPO for a 30-day review and comment period. A final ECSDS shall be submitted to the SHPO within 90 days of receipt of comments.
7. The Army shall ensure the ECSDS for each Select Historic Property is incorporated into the covenant language for the deed for the land underlying the Select Historic Building(s). The covenant that will be attached to each deed is shown in Attachment E upon transfer.

F. Revision of Fort McPherson National Register Historic District Nomination.

The Army shall ensure the preparation of a revised Fort McPherson National Register District nomination and submit the initial draft to the Georgia State Review Board prior to the closure of the installation. The Army shall continue to revise the nomination as needed until the nomination is accepted by the National Park Service. The nomination shall revise the historic district boundaries as shown in Attachment D.

G. Information Transfer on Historic Properties Not Receiving Covenants

The Army shall encourage preservation on all historic properties not receiving covenants upon transfer out of federal control by making the following information available to the transferee with the instruments of transfer:

1. Information on the property's historic and architectural significance, identifying elements, or other characteristics of the property that should be given special consideration in future use of the property.
2. Information on tax incentives for rehabilitation of historic structures.

II. Historic Textual Records

Fort McPherson maintains an extensive digital archive of photographs and drawings. Textual records consist of original drawings, historic photographs and written documents that illustrate the history of the installation and the significance of its structures. An electronic copy of the entire digital archive shall be made available to the SHPO and the National Archives before the transfer of the last remaining parcel containing historic properties. The Army shall make available to recipients of historic properties to receive covenants, both printed and electronic copies of the ECSDS.

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

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

B. Mothballed Properties. The Army shall undertake reasonable measures to preserve unused Select Historic Properties through mothballing.

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

IV. Non-BRAC Undertakings

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

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

A. Select Historic Properties to Receive Covenants. Select Historic Properties listed in Attachment A shall have covenant language as shown in Attachment E incorporated into the transfer documents as a provision of transfer to avoid future adverse effects to historic properties.

B. Mitigation for Potential Loss of Remaining Historic Properties. Measures in Stipulation I shall mitigate for the loss of all historic properties not receiving covenants.

VI. Modification to Facilitate Transfer

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

VII. Environmental Remediation

) If the Army determines that historic properties will be adversely affected by proposed environmental remediation, the Army will notify the SHPO within ten (10) days of the decision to remediate to determine what steps should be taken, if any, with respect to those effects. A consultation plan will be developed as necessary.

VIII. Post Review Discoveries

A. If Native American human remains and/or objects subject to the provisions of the Native American Graves Protection and Repatriation Act (NAGPRA), including human burials, associated and unassociated funerary objects, sacred objects and objects of cultural patrimony, are encountered before the transfer of LSAAP and RRAD, the Army shall notify and consult with the identified culturally affiliated Tribe(s) and lineal descendants to determine appropriate treatment measures for these human remains in agreement with NAGPRA (25 USC Section 3001 et seq) and 43 CFR Part 10.

B. In the event of post-review discovery of historic properties not subject to NAGPRA, work shall immediately stop in the area of discovery and the Army shall comply with 36 CFR 800.13(b) to notify and consult with the SHPO and Tribes.

IX. Anti-Deficiency Act

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

X. Status Reports

Until such time as all historic properties have been transferred from Army control in accordance with the terms of this Agreement, the Army will provide an annual status report to the ACHP and SHPO to review implementation of the terms of this Agreement. Status reports should include, at a minimum; a list of every site remaining untransferred, current condition of each site, and a description of any changes to the site condition that have occurred over the reporting period. This information may be submitted in tabular format. The first status report will be submitted to the consulting parties one year after the date this agreement is executed. Alternatively, an annual meeting may occur to review implementation of the terms of this agreement and to determine whether amendments are needed, and will serve in lieu of an annual report.

XI. Dispute Resolution

) Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the Army shall consult

) with such party to resolve the objection. If the Army determines that such objection cannot be resolved, the Army will:

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

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

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

) **XII. Amendments**

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

XIII. Termination of Agreement

If any signatory to this Agreement 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 per Stipulation XII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

Once the Agreement is terminated, and prior to work continuing on the undertaking, the Army must either (a) execute a Memorandum of Agreement (MOA) pursuant to 36 CFR § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The Army shall notify the signatories as to the course of action it will pursue.

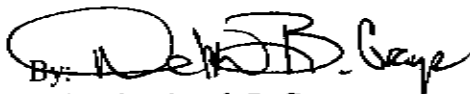
) **XIV. Duration**

The effective date of this Agreement shall be the date of the last signature of a signatory party. This Agreement shall terminate upon the disposal of the last parcel at Fort McPherson containing historic property as defined herein, or when the Army has completed its obligations under this MOA, whichever is last occurring.

EXECUTION of this Agreement by the Army, SHPO, and ACHP and implementation of its terms evidence that the Army has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.


Signatory Parties:

DEPARTMENT OF THE ARMY

By: 
Colonel Deborah B. Grays
Garrison Commander, Fort McPherson


Date: 11 Aug 2010

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: 
John M. Fowler
Executive Director

Date: 8/17/10

GEORGIA STATE HISTORIC PRESERVATION OFFICE

By: 
Dr. David Crass
Division Director and Deputy State Historic Preservation Officer

Date: 2 AUG. 2010

) **Concurring Parties:**

MCPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY

By:

Date:

THE CITY OF ATLANTA

By:

Date:

THE GEORGIA TRUST

) By:

Date:

ATLANTA PRESERVATION CENTER

By:

Date:

THE EAST POINT HISTORICAL SOCIETY

By:

Date:

-ATTACHMENT A

Definitive list of historic properties eligible for the National Register of Historic Places at Fort McPherson. Treatment of properties upon transfer out of federal control is designated as follows: SHPC = Select Historic Property with Covenants and NC = No Covenants.

Historic Properties at Fort McPherson and Treatment Upon Transfer		
Building ID	Description	Treatment Upon Transfer
N/A	Hedekin Parade Field	SHPC
Staff Row		
1	Officers Quarters	SHPC
2	Officers Quarters	SHPC
3	Officers Quarters	SHPC
4	Officers Quarters	SHPC
5	Officers Quarters	SHPC
6	Officers Quarters	SHPC
7	Officers Quarters	SHPC
8	Officers Quarters	SHPC
9	Officers Quarters	SHPC
10	Officers Quarters	SHPC
11	Officers Quarters	SHPC
12	Officers Quarters	SHPC
13	Officers Quarters	SHPC
14	Officers Quarters	SHPC
15	Officers Quarters	SHPC
17	Officers Quarters	SHPC
18	Officers Quarters	SHPC
19	Officers Quarters	SHPC
20	Officers Quarters	SHPC
22	WWI - Walker Ave	SHPC
Colquitt Street		
23	Staff Row Garage	SHPC
24	Staff Row Garage	SHPC
25	Staff Row Garage	SHPC
26	Staff Row Garage	SHPC
29	Staff Row Garage	SHPC
30	Staff Row Garage	SHPC
31	Staff Row Garage	SHPC
32	Staff Row Garage	SHPC

Historic Properties at Fort McPherson and Treatment Upon Transfer		
Building ID	Description	Treatment Upon Transfer
33	Staff Row Garage	SHPC
34	Staff Row Garage	SHPC
35	Staff Row Garage	SHPC
Hardee Street		
40	Guest House	SHPC
41	Historic Post HQ	SHPC
42	Chapel	SHPC
Haney Plaza		
46	Ex Red Cross Bldg.	SHPC
47	Administrative Bldg.	SHPC
50	Printing Service	SHPC
51	Chaplain Office	SHPC
52	Administrative Bldg.	SHPC
53	Red Cross Facility	SHPC
54	Storage Facility	SHPC
Troop Row		
56	Administrative Bldg.	SHPC
57	Administrative Bldg.	SHPC
58	Administrative Bldg.	SHPC
59	Administrative Bldg.	SHPC
60	Administrative Bldg.	SHPC
61	Administrative Bldg.	SHPC
62	Administrative Bldg.	SHPC
63	Administrative Bldg.	SHPC
65	Administrative Bldg.	SHPC
Hardee Avenue		
100	Administrative Bldg.	SHPC
101	Administrative Bldg.	SHPC
102	Security Police Bldg.	SHPC
104	Union Facility	SHPC
Anderson Way		
128	Administrative Bldg.	NC
129	Administrative Bldg.	NC
130	Administrative Bldg.	NC
131	Administrative Bldg.	NC
Bartow Street		
136	N.C.O. Quarters	SHPC
137	N.C.O. Quarters	SHPC

Historic Properties at Fort McPherson and Treatment Upon Transfer		
Building ID	Description	Treatment Upon Transfer
138	N.C.O. Quarters	SHPC
139	N.C.O. Quarters	SHPC
140	N.C.O. Quarters	SHPC
141	N.C.O. Quarters	SHPC
142	N.C.O. Quarters	SHPC
144	Theater Film Vault	SHPC
Bates Circle		
160	Boiler House	SHPC
Hardee Avenue		
167	Administrative Bldg.	SHPC
168	Transient Housing	SHPC
169	IMCOM South East	SHPC
170	IMCOM South East	SHPC
171	IMCOM South East	SHPC
Cobb Street		
180	Post Theater	SHPC
181	D.P.W. Facility	SHPC
183	Post Theater	SHPC
184	Rice Hall	SHPC
186	Laundry Facility	NC
Deshler Street		
326	MARS Station	SHPC
Walker Drive, Baseball and Softball Complex		
403	Dugout	NC
404	Dugout	NC
405	Dugout	NC
407	Dugout	NC
408	Dugout	NC
Thorne Avenue and Michael Place		
409	N.C.O. Quarters	NC
410	N.C.O. Quarters	NC
Van Horn and Miller Drive		
422	Gymnasium	NC
Miller Drive		
455	Shooting Range	NC
Miller Drive		
506	Family Housing	NC

Historic Properties at Fort McPherson and Treatment Upon Transfer		
Building ID	Description	Treatment Upon Transfer
507	Family Housing	NC
508	Family Housing	NC
509	Family Housing	NC
510	Family Housing	NC
512	Transient Quarters	NC
Wetzel Drive		
515	Family Housing	NC
522	Lee Hall	NC
Murphy Circle		
523	Family Housing	NC
524	Family Housing	NC
525	Family Housing	NC
526	Family Housing	NC
527	Family Housing	NC
528	Family Housing	NC
Miller Drive		
532	Family Housing	SHPC
533	Family Housing	NC
534	Family Housing	NC
535	Family Housing	NC
536	Family Housing	NC
537	Family Housing	NC
538	Family Housing	NC
Miller Drive		
601	Family Housing	NC
602	Family Housing	NC
603	Family Housing	NC
604	Family Housing	NC
605	Family Housing	NC

Note: No eligible archeological sites were identified at Fort McPherson.

ATTACHMENT B

List of previous cultural resource studies, assessments, textual records and documentation associated with Fort McPherson.

I. Materials Concerning Fort McPherson Located at Engineering Plans and Services

Engineering Plans and Services
Fort McPherson: Building # 181
1322 Cobb Street SW., Directorate of Public Works
Ft. McPherson, GA 30330

A. Real Property Book two (2) Volumes:

Survey of the buildings from 1889 to circa 1940
These two volumes are composed of real estate forms established by the War Department including specifications and architectural and technical modifications of the buildings

B. Integrated Cultural Resources Management Plan (ICRMP) Document

The ICRMP is an internal Army compliance and management plans. The ICRMP integrates the entirety of the cultural resources management program of a military installation and allow identification of potential conflicts between the installation's mission and cultural resources.

C. Cultural Resources Management Files for the Restoration of Historic Buildings

-The work of undertakings includes:
Architectural history, Architectural analysis, Photographs, Architectural sketches related to buildings modifications and Cover letter addressed to the State Historic Preservation Office.
Number of files: 99 files

D. Electronic Files of Architectural and Engineer Plans used for the construction of Fort McPherson

These files are organized by building numbers including:
The architectural and engineering plans for the first hundred buildings
The architectural and engineering plans from One Hundred (100) to Six Hundred (600) areas
The architectural and engineering plans of the World War I and World War II buildings (demolished)
These plans illustrate the Architectural evolution of Fort McPherson since 1885

Original Architectural and Engineer plans of Fort McPherson are placed in a vault and a storage room of Building #181 at Fort McPherson

E. Real Estate files for Fort McPherson include:

-Real property record cards stored in card file cabinets (2 cabinets)

F. History of Fort McPherson

-The Fort McPherson Story 1885-1963
Original prepared by the Adjutant General, Headquarters, Third United States Army, Fort McPherson, Georgia 1964

- Fort McPherson: The First Hundred and Sixteen Years 1885-2001
Original prepared by Captain Louis M. Martinez (1985) Updated by Jim Dale (2001) Edited by Ronald Morton (2001)

G. Set of Historic Maps including:

- Fort McPherson General post map-----year 1919
- Fort McPherson General post map-----year 1943
- Fort McPherson General post map-----year 1944-1950
- Fort McPherson General post map-----year 1950-1951
- Fort McPherson General post map-----year 1965-1966 (Viet Nam war era)
- Fort McPherson General post map-----year 1971
- Fort McPherson General post map (2)--year 1977 (Development plan)
- Fort McPherson General post map-----year 1988

H. Historic Photographs stored in acid free boxes

- 5' X 7" Photographs stored in 3 boxes
- 8' X 10" Photographs stored in 3 boxes

I. Archeological Survey

Final Report
Archaeological Society at Fort McPherson, Fort McPherson and the U.S. Army Recreation Area, Georgia
Submitted by Janus Research
1691 Michigan Avenue, Suite 225
Miami Beach, FL 33129

II. Newspapers from the Public Affairs Office Relating to Fort McPherson

Address of Public Affairs Office:
U.S. Army Garrison Public Affairs Office
Attn: Sentinel Editor, 1386 Troop Row SW,
Fort McPherson, GA 30330

The Public Affairs Office possesses a collection of bonded newspapers called "The Sentinel". "The Sentinel" is a weekly newspaper covering the daily life of two garrisons Fort McPherson and Fort Gillem since 1950.

III. Files of Fort McPherson at the National Archives Southeast Region

National Archives Southeast Region

5780 Jonesboro Road
Morrow, GA 30260
Phone: 770-968-2100
Fax: 770-968-2547

--ATTACHMENT C

Federally Recognized Tribes that place traditional religious and cultural importance to properties in the Area of Potential Effect (APE) and notified of the undertaking, contacted and invited to consult on a nation-to-nation basis to address Tribal concerns

There are no known archeological sites/artifacts at Fort McPherson and there are no Native American Resources or Traditional Cultural Properties identified on the installation. Two separate letters were sent to each tribe inviting them to consult on a nation-to-nation basis. Result of the contact is as noted.

Absentee Shawnee Tribe of Oklahoma (Southern Plains)

Result of contact: no response.

Alabama-Coushatta Tribe of Texas (Southern Plains)

Result of contact: declined due to no traditional cultural properties present.

Alabama-Quassarte Tribal Town (Eastern Oklahoma)

Result of contact: no response.

Cherokee Nation of Oklahoma (Eastern Oklahoma)

Result of contact: no response.

Choctaw Nation of Oklahoma (Eastern Oklahoma)

Result of contact: Outside tribal area of interest.

Coushatta Tribe of Louisiana (Southeast)

Result of contact: no response.

Eastern Band of Cherokee Nation (Southeast)

Result of contact: no interest - declined.

Eastern Shawnee Tribe of Oklahoma (Eastern Oklahoma)

Result of contact: no response.

Jena Band of Choctaw Indians (Southeast)

Result of contact: no response.

Kialegee Tribal Town (Eastern Oklahoma)

Result of contact: no Section 106 related issues for consultation under this undertaking.

Miccosukee Tribe of Indians of Florida (Southeast)

Result of contact: declined.

) **Mississippi Band of Choctaw Indians (Southeast)**

Result of contact: no response.

Muscogee (Creek) Nation of Oklahoma (Eastern Oklahoma)

Result of contact: no response.

Poarch Band of Creek Indians (Southeast)

Result of contact: no response.

Seminole Nation of Oklahoma (Eastern Oklahoma)

Result of contact: no response.

Seminole Tribe of Florida (Southeast)

Result of contact: no response.

The Shawnee Tribe (Eastern Oklahoma)

Result of contact: no response.

The Chickasaw Nation (Eastern Oklahoma)

) Result of contact: no response.

Thlopthlocco Tribal Town (Eastern Oklahoma)

Result of contact: no response.

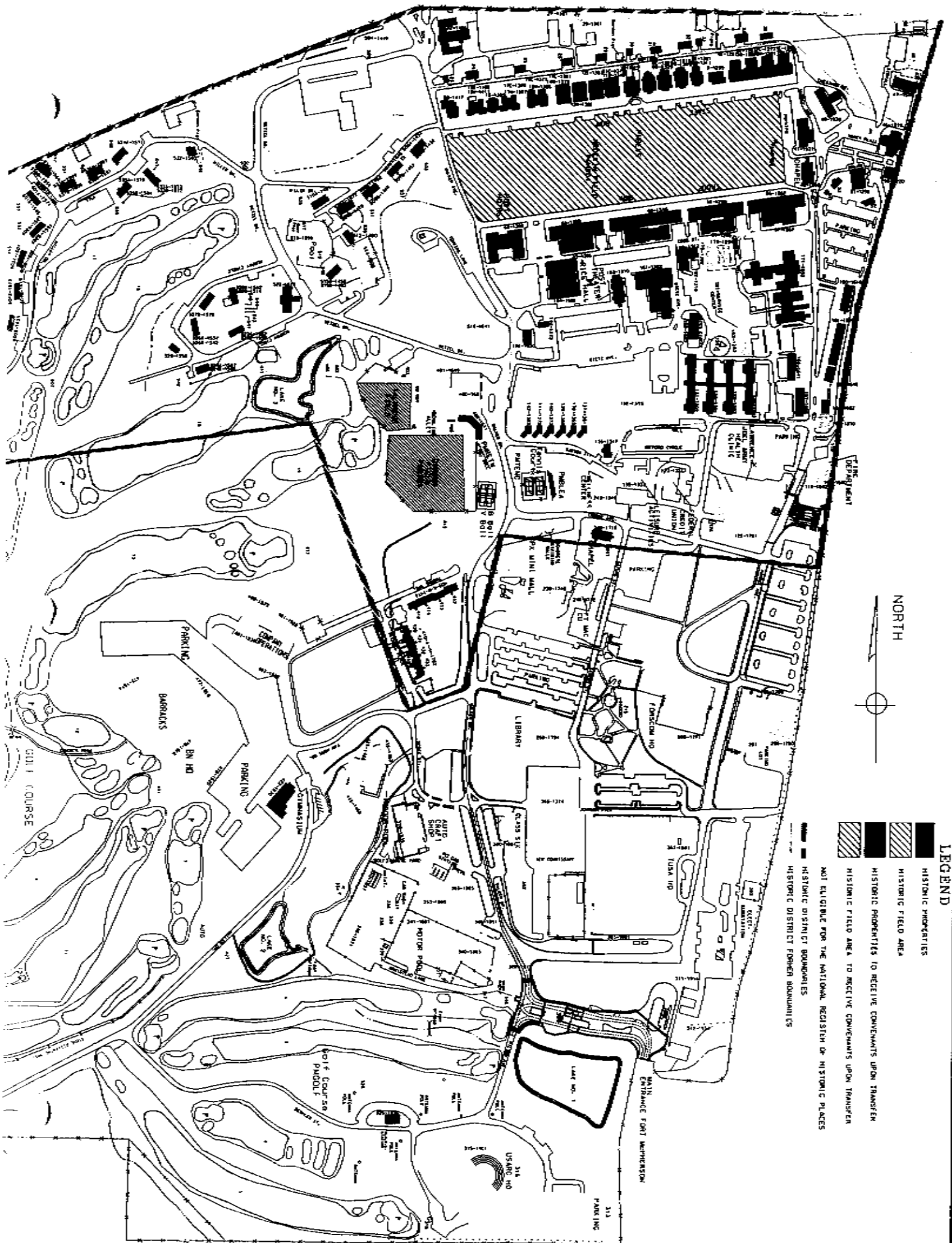
Tunica-Biloxi Tribe of Louisiana (Southeast)

Result of contact: no response.

United Keetoowah Band of Cherokee Indians (Eastern Oklahoma)

Result of contact: No Section 106 related issues for consultation under this undertaking.

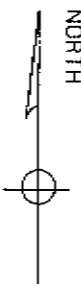
ATTACHMENT D
Revised Fort McPherson National Register Historic District



LEGEND

- HISTORIC PRIORITIES
- HISTORIC FIELD AREA
- HISTORIC PRIORITIES TO RECEIVE COVENANTS UPON TRANSFER
- HISTORIC FIELD AREA TO RECEIVE COVENANTS UPON TRANSFER
- NOT ELIGIBLE FOR THE NATIONAL REGISTER OF HISTORIC PLACES
- HISTORIC DISTRICT BOUNDARIES
- HISTORIC DISTRICT FORMER BOUNDARIES

NORTH



Architectural site plan of a university campus. Buildings are labeled with names such as 'LIBRARY', 'Gymnasium', 'Auditorium', 'Dormitories', 'Faculty', 'Student Center', 'Administration Building', 'Cafeteria', 'Golf Course', 'Tennis Courts', 'Swimming Pool', 'Gymnasium', 'Auditorium', 'Dormitories', 'Faculty', 'Student Center', 'Administration Building', 'Cafeteria', 'Golf Course', 'Tennis Courts', 'Swimming Pool'. The plan shows various courtyards, parking lots, and a golf course. A legend in the bottom right corner explains the shading: solid black for historic priorities, diagonal lines for historic field areas, and cross-hatching for historic priorities to receive covenants upon transfer. A north arrow is also present.

-- ATTACHMENT E

**Standard Preservation Covenant Language To Convey Property Containing
Historic Buildings And Structures
at
Fort McPherson, Georgia**

1. In consideration of the conveyance of the real property at Fort McPherson, which includes [INSERT SUBJECT PROPERTY FROM ATTACHMENT A] ("the Historic Property"), located in the County of Fulton, Georgia, which is more fully described as [insert legal description] (hereafter "the Property"), [Name of property recipient] hereby covenants on behalf of [himself/herself/itself], [his/her/its] heirs, successors, and assigns at all times to the Georgia State Historic Preservation Office (SHPO), to maintain and preserve the Historic Buildings in order to preserve and enhance those qualities that make the Historic Property eligible for inclusion in/or resulted in the inclusion of the Historic Property in the National Register of Historic Places as further provided herein. This covenant shall constitute a binding servitude upon the Property and shall be deemed to run with the land, in perpetuity.

2. In order to make more certain the full extent of the Grantee's obligations and the restrictions with respect to said property, and in order to document the external nature of the Historic Property subject to this covenant as of the date hereof, attached hereto as Exhibit ___ and incorporated herein by the Existing Conditions Survey and Design Standards (ECSDS) for this property attached hereto as Exhibit ___. The Grantee hereby stipulates that the information contained in the ECSDS, Exhibit ___, accurately represents the condition of the Historic Property as of the date of this Quitclaim Deed.

3. In furtherance of this covenant, the Grantee agrees at all times to maintain the Historic Property, identified in Exhibit ___ in the same or better structural condition and state of repair as that existing on the date of this Quitclaim Deed. The Grantee's obligation to maintain shall require replacement, repair, restoration, rehabilitation, adaptive reuse and/or reconstruction by Grantee whenever necessary to preserve the character defining features of the Historic Property as set forth in the ECSDS in substantially the same structural condition and state of repair as that existing on the date of this Quitclaim Deed. Subject to the casualty provisions in paragraph 9, the obligation to maintain shall require replacement, repair, and/or reconstruction of the Historic Property whenever necessary in accordance with the ECSDS.

4. The Grantee shall notify the Georgia SHPO prior to undertaking any construction, alteration, remodeling, or any other modifications that affects the Historic Property's eligibility for the National Register of Historic Places by altering the Historic Property's character-defining features as stipulated in the ECSDS. Such notice shall describe in detail, how the undertaking conforms to acceptable practices stipulated in the ECSDS. The Grantee shall provide all information deemed necessary by the Georgia SHPO to constitute a completed notification hereunder.

5. Within thirty (30) calendar days of the appropriate Georgia SHPO's receipt of notification provided by (name of property recipient) pursuant to paragraph 4 of this covenant, the Georgia SHPO will respond to (name of property recipient) in writing as follows:

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

(b) That (name of property recipient) must initiate and complete consultation with the Georgia SHPO before (he/she/it) can proceed with the proposed undertaking. If the Georgia SHPO fails to respond to the (name of property recipient)'s written notice within thirty (30) calendar days of the Georgia SHPO's receipt of the same, then (name of property recipient) may proceed with the proposed undertaking without further consultation with the Georgia SHPO.

6. If the response provided to (name of property recipient) by the Georgia SHPO pursuant to paragraph 5 of this covenant requires consultation with the SHPO, then both parties will so consult in good faith to arrive at mutually-agreeable and appropriate measures that (name of property recipient) will employ to comply with the ECSDS or to mitigate any adverse effects associated with the proposed undertaking.

7. With appropriate notice, the Georgia SHPO shall be permitted at all reasonable times to inspect the Historic Buildings on the Historic Property to ascertain their condition and to fulfill its responsibilities hereunder.

8. In the event that the Historic Property is substantially destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, this covenant shall terminate on the date of such destruction or casualty. The determination of substantial destruction shall be made in consultation with Georgia SHPO.

9. In the event that unexpected changed conditions surrounding the Historic Property make continued adherence to this covenant impossible, such as the partial or total destruction of the Historic Property resulting from a casualty of such magnitude necessitating the demolition and removal of the majority of the character defining features of the Historic Property, the Grantee will deliver a duly executed and acknowledged notice of termination to the Georgia SHPO, and record a duplicate original of said notice in the county Deed Records. The notice will include photographic documentation of the substantially destroyed Property obtained at the Grantee's expense. Such notice shall be conclusive evidence in favor of every person dealing with the Property as to the facts set forth therein.

10. Upon request by the Grantee, the Georgia SHPO will promptly furnish Grantee with a certification that to the best of the SHPO's knowledge, Grantee is in compliance with the obligations of this covenant, or that otherwise describes the status of this covenant to the extent of the SHPO's knowledge.

11. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Georgia SHPO may, following reasonable notice to [name of recipient], institute suit to enjoin said violation or to require the restoration of the Historic Property affected by such violation. The successful party shall be entitled to recover all costs or expenses incurred in connection with any such suit, including all court costs and attorney's fees.

12. [Name of recipient] agrees that the Georgia SHPO may, at its discretion and without prior notice to [name of recipient], convey and assign all or part of its rights and responsibilities contained in this covenant to a third party.

13. Any notice which either Grantee or Georgia SHPO may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery; if the Grantee, then at [address], and if to the SHPO, then to [address]. Each party may change its address set forth herein by a notice to such effect to the other party.

14. This covenant is binding on [name of recipient], [his/her/its] heirs, successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by [name of recipient] verbatim or by express reference in any deed or other legal instrument by which [he/she/it] divests [himself/herself/itself] of either the fee simple title or any other lesser estate in [parcel designation] or any part thereof.

15. The failure of the Georgia SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

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