

PROGRAMMATIC AGREEMENT

AMONG

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

FOR THE PRIVATIZATION OF ARMY LODGING AT
FORT SILL, OKLAHOMA

WHEREAS, The U.S. Army Garrison (Fort Sill), pursuant to Section 2801, National Defense Authorization Act for Fiscal Year 1996, Pub. L. 104-106, as amended; codified at 10 U.S.C. § 2871-2885, has determined to privatize lodging at Fort Sill, Oklahoma, through the Privatization of Army Lodging (PAL) (Undertaking); and

WHEREAS, the privatization of current and future lodging and ancillary facilities at Fort Sill will be implemented by Rest Easy, LLC; and

WHEREAS, Rest Easy, LLC will be a separate legal entity to be formed after Congressional review of the Fort Sill PAL project. Rest Easy, LLC will be comprised of Rest Easy Managing Member, LLC and Actus Lend Lease Holdings, LLC. The Department of the Army will be acting through the Garrison Commander of Fort Sill; and

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

WHEREAS, the privatization of the lodging at Fort Sill will result in the transfer of a long-term interest in the construction, demolition, renovation, rehabilitation, operation, and maintenance of lodging 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 PAL program at Fort Sill includes existing Fort Sill lodging areas and areas proposed for development of new lodging and supporting amenities as delineated in Attachment C; and

WHEREAS, Fort Sill has determined that implementation of the Undertaking has the potential to affect one property (Building 460 – Comanche House) that is eligible for listing in the National Register of Historic Places (NRHP) and has consulted with the Oklahoma State Historic Preservation Officer (SHPO) 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 a portion of the Fort Sill National Historic Landmark (NHL) district (one ineligible building (B. 418 - garage)), and a portion of the Field Artillery Historic District (one eligible building (B. 460 – Comanche House); and

WHEREAS, the National Park Service (NPS) and Advisory Council on Historic Preservation (ACHP) were invited to participate in this PA, in accordance with 36 CFR § 800.10(b), per Fort Sill correspondence dated 3 March 2008. The ACHP declined to participate per their correspondence dated 25 March 2008. To date, the NPS has not provided any indication to participate, however both parties maintain the rights for consultation for properties within their areas of responsibility; 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 one NRHP eligible property within the APE and there is no current anticipation that the Undertaking will result in a substantial alteration or demolition of the historic property listed at Attachment B; and

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

WHEREAS, all Cold War Era (1946-1974) Unaccompanied Personnel Housing on Fort Sill is subject to a program comment issued by the ACHP on 18 August 2006, and there are no further Section 106 consultation requirements for these properties under this PA; and

WHEREAS, Fort Sill has addressed the Public Participation requirements in accordance with 36 CFR § 800.14(b)(2)(ii) through public notification in the Lawton Constitution and providing National Environmental Policy Act documentation for public review at the Lawton Central Library; and

WHEREAS, Fort Sill has notified the Comanche Nation, Kiowa Tribe, Apache Tribe of Oklahoma, 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 3 March 2008; and

WHEREAS, one response (the Chickasaw Nation) was received; and this correspondence, dated 28 March 2008 indicated their involvement was deferred to the Comanche Nation, Oklahoma.

WHEREAS none of the remaining 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 Rest Easy, LLC, to sign this PA as a concurring party pursuant to 36 CFR 800.6(c)(3); and

NOW THEREFORE, Fort Sill and the SHPO 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 Rest Easy, LLC. This includes undertakings proposed by Rest Easy, LLC and its subsidiaries (direct or indirect), parent company, affiliates, permittees, contractors, subcontractors, and tenants.

B. Fort Sill will provide a list of all NRHP eligible and potentially eligible properties within the APE to Rest Easy, LLC. This information package will describe the one contributing (NRHP eligible) structure or building, its historic landscapes, and archeological sites that may be present within the APE for this Undertaking and is 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 within the APE of this Undertaking 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 Rest Easy, 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 Rest Easy, LLC, as long as the nomination includes only units administered by Rest Easy, LLC, and Rest Easy, 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 Rest Easy, LLC, of such changes.

E. Rest Easy, LLC, shall document existing interior and exterior conditions (including still photographs – HABs level I or II) at the contributing (NRHP eligible) structure, or building, and landscapes in the historic lodging areas within three years of execution of this Agreement. Fort Sill will verify and provide Rest Easy, LLC's documentation to the signatories of this document. Rest Easy, 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 Rest Easy, 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, Rest Easy, 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. Rest Easy, LLC will provide their qualified staff 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 lodging facilities and ancillary improvements to Rest Easy, LLC by real estate instrument. To ensure that the 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 PAL program, this Programmatic Agreement in its entirety shall be incorporated into and made part of the Lease.

B. Before execution of any conveyance or finalization of the Lease for the Undertaking, Fort Sill shall provide Rest Easy, LLC access to Fort Sill's property files on historic properties within the APE to guide Rest Easy, LLC in the management and use of the properties.

C. Renewal or any modifications to the Lease shall be subject to consultation between the SHPO and Fort Sill to determine whether such renewal or modifications constitute a new federal undertaking subject to provisions of the Act.

III. HISTORIC PROPERTY MANAGEMENT

A. Rest Easy, 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. Project Review and Consultation

The Army will monitor the activities of Rest Easy, 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 and IAW Fort Sill's National Environmental Policy Act program and the CRMP Office.

(1) Prior to implementing any action on an NRHP eligible historic property (historic property), Rest Easy, 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 Rest Easy, 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 Rest Easy, 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 Rest Easy, LLC to develop alternatives to the project plans to avoid or minimize the adverse effect in accordance with the Treatment Standards. Where Rest Easy, LLC, agrees to modify the project in accordance with the Treatment Standards, Rest Easy, 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 Rest Easy, LLC, does not agree with an "adverse effect" finding by the CRMP, Rest Easy, 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 Rest Easy, LLC proposes substantial alterations or demolition of a historic property, it shall proceed with the following rather than the review process outlined above.

(a) Rest Easy, LLC shall perform an alternative analysis report to evaluate the economic feasibility for Rest Easy, 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. Rest Easy, 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 Rest Easy, 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 Rest Easy, 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 Rest Easy, LLC, that the project may proceed.

(a) In the event that the CRMP or the SHPO 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), Rest Easy, LLC will perform those actions necessary for the protection of the historic properties with on-site monitoring by Qualified Staff. Rest Easy, 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. Rest Easy, 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 Lease modification, Rest Easy, 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.

C. Annual Report

(1) The Army will provide a report annually to the SHPO on the status of the Fort Sill historic lodging properties. This report shall be prepared by Rest Easy, LLC annually and submitted to the Army in the month of November.

(2) This report will include information on the current condition of the historic properties, actions taken by the Rest Easy, 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 an opportunity to conduct onsite reviews of project work and/or documentation upon request.

D. Tax Credits

(1) Fort Sill shall encourage Rest Easy, 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 Rest Easy, 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 Rest Easy, 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. Through consultation with the SHPO, Oklahoma Archeological Survey (OAS), ACHP, NPS and the Fort Sill affiliated Native American Tribes in addition to review of existing surveys Fort Sill has determined that there are no known archeological resources within the PAL APE. 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 an NRHP eligible property will be affected by the undertaking, Fort Sill will consult with the SHPO, 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, Rest Easy, LLC shall immediately stop work in the area of discovery and notify the CRMP point of contact. Rest Easy, 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, that implementation of all stipulations is subject to the availability of appropriated funds. 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 PAL 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 the SHPO or Fort Sill object at any time to any actions proposed or the manner in which the terms of this PA are implemented by Rest Easy, LLC, Rest Easy Managing Member, LLC, and Actus Lend Lease Holdings, LLC Fort Sill shall consult with the SHPO 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 the SHPO or Fort Sill so requests, or if Fort Sill is unable to carry out the terms of this Agreement, the SHPO or Fort Sill may request an amendment in accordance with 36 CFR Part 800.6(c)(7). The amendment will be effective on the date a copy is signed by the SHPO and Fort Sill.

B. If the SHPO or Fort Sill determines that the terms of this PA will not or cannot be carried out, those parties shall immediately consult with each other to attempt to develop an amendment. If within thirty (30) days, an amendment cannot be reached, the SHPO or Fort Sill 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 § 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 the SHPO and Fort Sill sign. The Army will comply with all terms and stipulations from that date forward.

B. This Programmatic Agreement will be incorporated into the lease as an exhibit and will become an integral part of the lease. The Programmatic Agreement will become applicable to Rest Easy, LLC, Rest Easy Managing Member, LLC and Actus Lend Lease Holdings, LLC (and those associated as listed under Stipulation I.A) after Rest Easy, LLC, Rest Easy Managing Member, LLC and Actus Lend Lease Holdings, LLC is formed and upon their execution of the lease. The 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 lease is in effect, unless previously terminated under the provisions of IX, above. If the parties to the lease agree to extend the lease, the parties to this Agreement will consult on the need to renew or amend this Agreement at the same time as the 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 army lodging at Fort Sill. Prior to proceeding with the stipulations of this agreement a final signed copy shall be filed with the ACHP for implementation, file, and reference.

SIGNATORIES:

FORT SILL, OKLAHOMA

By:  _____ Date: 20 JUN 08
Robert S. Bridgford
Colonel, U.S. Army
Garrison Commander

OKLAHOMA STATE HISTORIC PRESERVATION OFFICER

By:  _____ Date: June 24, 2008
Bob L. Blackburn
Oklahoma State Historic Preservation Officer

CONCURRING PARTY:

Rest Easy, LLC, Rest Easy Managing Member, LLC, and Actus Lend Lease Holdings, 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 lease and that they will become binding on Rest Easy, LLC, Rest Easy Managing Member, LLC and Actus Lend Lease Holdings, LLC after the PAL project at Fort Sill is approved by Congress.

By: REST EASY, LLC,
a Delaware limited liability company

By: Rest Easy Managing Member, LLC,
a Delaware limited liability company, its managing member

By: Actus Lend Lease Holdings, LLC,
a Delaware limited liability company, its sole member

By: _____ Date: _____

President

ATTACHMENT A
ACTIVITIES EXEMPT FROM SHPO AND/OR ACHP REVIEW

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

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

I. General Exemption

Projects for structures or facilities less than forty-five (45) years old or those that have previously been determined not eligible. 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) Streets, driveways, alleys, and parking areas. 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) Curbs, gutters, sidewalks, retaining walls. 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) Site improvement. 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) Utilities. 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, Rest Easy, LLC shall comply with IV.C. of the PA.

(5) Park and playground equipment. 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) Temporary Structures. Installation of temporary construction-related structures including scaffolding, barriers, screening, fences, protective walkways, signage, office trailers or restrooms.

(7) General operation and routine and cyclical maintenance of landscapes within historic districts in a manner consistent with the Secretary of the Interior's Guidelines for the Treatment of Historic Landscapes, including but not limited to:

(a) Maintenance or replacement in-kind of trees, shrubs, and turf.

(b) Repair, or replacement in-kind of non-historic utility poles, street and parking lot lighting.

B. Exterior Rehabilitation

(1) Foundations. Below-grade repair of brick or stone foundations and repairs to all other types of foundations.

(2) Windows and doors. 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) Storm windows and storm doors. 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) Walls and Siding. 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 the National Park Service Preservation Brief 37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing.

(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 color or be historically accurate.

(6) Porch elements. 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) Mechanical systems. Placement and installation of exterior HVAC mechanical units and vents not on the front elevation.

(10) Basement bulkhead doors. Replacement or repair of basement bulkhead doors and installation of basement bulkhead doors not on the front elevation.

(11) Lighting. Repair or in-kind replacement of existing historic light fixtures and installation of additional decorative or security lights.

(12) Accessibility. 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) Mothballing. 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 National Park Service Preservation Brief 31: Mothballing Historic Buildings.

(14) Repair or replacement in-kind of non-historic vestibules, fire escapes, and similar elements.

(15) Installation of communication systems, including drilling holes in walls for cable, computers and phones; and mounting of satellite dishes on posts. Every effort shall be taken to reuse existing holes in the walls (interior and exterior). Mounting of satellite dishes or any other communication systems equipment shall be unobtrusive. The equipment shall not be located on or in the front of historic buildings.

C. Interior Rehabilitation

(1) Mechanical systems. 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) Surfaces. 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) Lighting. Repair or in-kind replacement of interior historic light fixtures.

(4) Insulation. Installation of non-spray insulation in ceilings and attic spaces.

(5) Kitchens and bathrooms. 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) Basement floor. Installation or repair of concrete basement floor in an existing basement.

(7) Lead paint and asbestos abatement. Abatement or interim control of lead-based paint, consistent with the provisions of the National Park Service Preservation Brief 37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing, and/or asbestos abatement that does not involve removal or alteration of interior features.

(8) Installation of communication systems, including drilling holes in walls for cable, computers and phones. Every effort shall be taken to reuse existing holes in the walls (interior and exterior).

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 April 2008. An ongoing effort to inventory Fort Sill's historic properties is anticipated to be completed by July 2008. This attachment will be updated to reflect the results of the historic property inventory following SHPO concurrence.

NRHP Eligible Properties:

Field Artillery Historic District

Building 460, Comanche House: 460 Geromino Rd
Comanche House Historic Landscape: 460 Geromino Rd

Fort Sill (NHL) Historic District

Not eligible Garage 418: alleyway behind 420 Hamilton Rd

Not Eligible under UEPH Program Comments:

Buildings 5677, 5678, 5680, 5682 Ferguson Rd
Buildings 5690, 5691, 5692, 5693, 5694 Geromino Rd

Not Eligible under UEPH Program Comments (short term lease (10 years)):

Buildings 5670, 5671, 5672, 5673, 5674, 5675, 5676 Condon Rd

Complete Number of Resources, Lodges and Lodging Units, Garages, Landscape Sites and Other Buildings in the two Historic Districts with Properties included in PAL Footprint Fort Sill (NHL) Historic District and Field Artillery Historic District.

Total Number of Historic Resources both districts: 2
Includes Dwellings, Secondary Buildings and Landscape Sites

Total Number of Historic Lodging buildings: 1

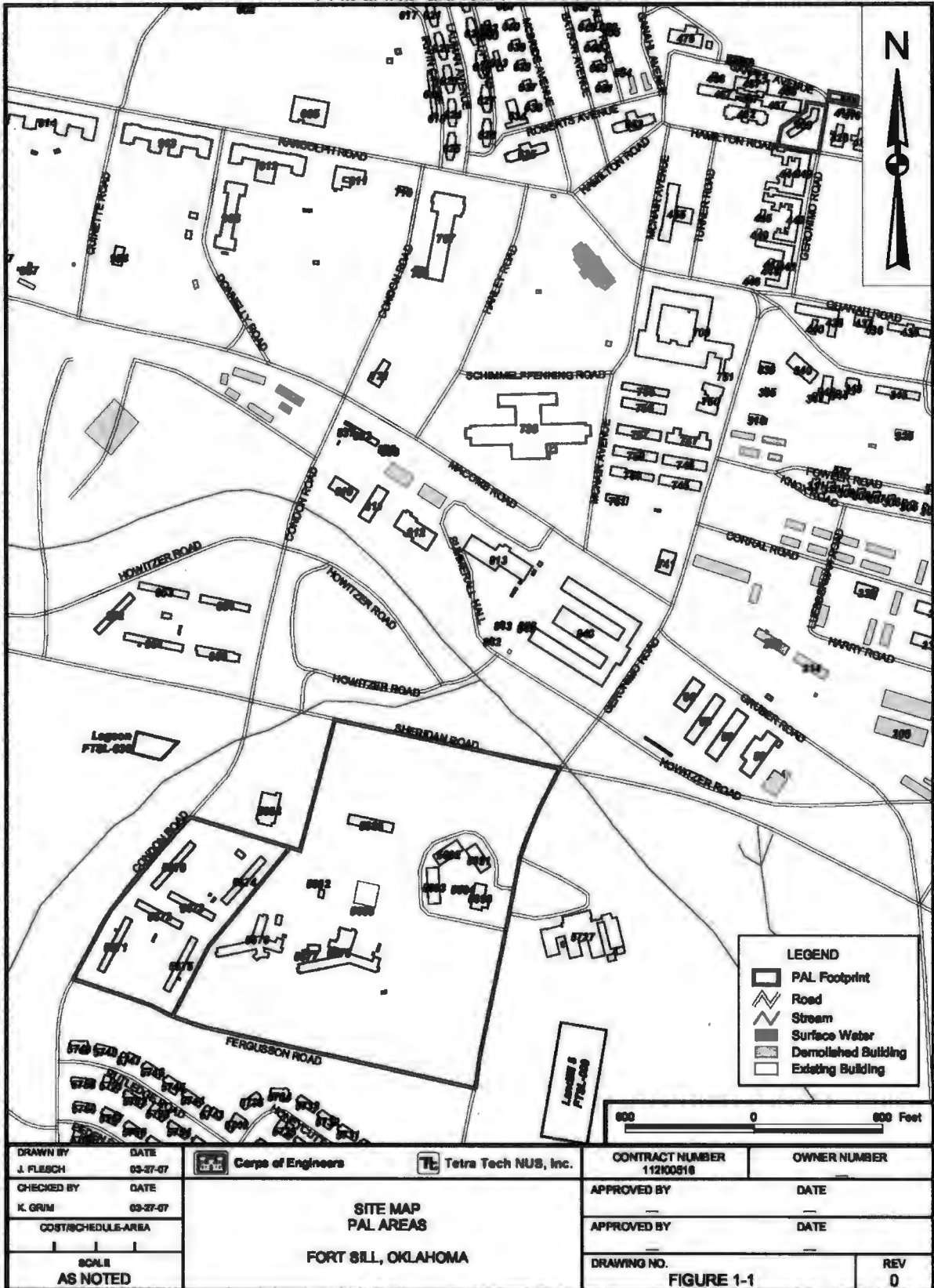
Total Number of buildings: 18

Total Number of Historic Landscape Sites: 1

ARCHEOLOGICAL SITES

There are no identified archeological sites within the PAL footprint.

**ATTACHMENT C
PAL LAND LEASE FOOTPRINT**



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|--|--|--|---|--|
| DRAWN BY J. FLEISCH CHECKED BY K. GRIM COST/SCHEDULE-AREA SCALE AS NOTED | DATE 03-27-07 DATE 03-27-07 DATE DATE DATE DATE | Corps of Engineers Tetra Tech NUS, Inc. | CONTRACT NUMBER 112100918 APPROVED BY APPROVED BY DRAWING NO. FIGURE 1-1 | OWNER NUMBER DATE DATE REV 0 |
| SITE MAP PAL AREAS FORT SILL, OKLAHOMA | | | | |