PROGRAMMATIC AGREEMENT
AMONG
THE DEPARTMENT OF THE NAVY,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING
NAVY UNDERTAKINGS AT
NAVAL STATION GREAT LAKES, ILLINOIS

WHEREAS, Naval Station Great Lakes (NAVSTA Great Lakes), located in Lake County, Illinois, contains known historic properties as defined by the National Historic Preservation Act (NHPA) [16 U.S. Code 470 et seq.]; and

WHEREAS, the United States Navy (the Navy), in order to meet its national defense mission requirements, authorizes, carries out, or causes to be carried out a variety of undertakings at NAVSTA Great Lakes, with the NAVSTA Great Lakes Commanding Officer, commanding officers of tenant commands, and other Department of the Navy officials; and

WHEREAS, the Navy has determined that such undertakings often have similar and repetitive effects to historic properties, or involve routine maintenance activities; and

WHEREAS, the Navy has determined that such undertakings may require consultation with parties interested in the effect thereof to historic properties, as per the NHPA Section 106, and its implementing regulations at 36 Code of Federal Regulations (CFR) Part 800; and

WHEREAS, the Navy has completed cultural resources surveys, assessments, and evaluations, to identify and manage historic properties at NAVSTA Great Lakes, as summarized in the *Integrated Cultural Resources Plan for Naval Station Great Lakes* (ICRMP); and

WHEREAS, the Navy, in consultation with the Advisory Council on Historic Preservation (ACHP) and the State of Illinois, State Historic Preservation Officer (SHPO), has completed cultural resources surveys at NAVSTA Great Lakes, and established the National Register Historic Places (National Register)-eligibility status of known properties. For purposes of this document, properties listed in or eligible for listing in the National Register, as agreed upon by the Navy and SHPO in the latest ICRMP for NAVSTA Great Lakes, will be considered historic properties; and

WHEREAS, the Navy invited the ACHP to participate in consultation, in accordance with 36 CFR Part 800, and, by letter on February 7, 2013, the ACHP has chosen to do so; and

WHEREAS, the SHPO has participated in this consultation process as a consulting party, in accordance with 36 CFR Part 800; and

WHEREAS, the Navy has consulted with the Naval History and Heritage Command; the National Trust for Historic Preservation; Landmarks Illinois; and the International Organization

for the Documentation and Conservation of the Building Sites and Neighborhoods of the Modern Movement, US working party, on this agreement; and

WHEREAS, the parties (the Navy, the ACHP, and the SHPO) desire, by means of this programmatic agreement (PA), to streamline consultations on undertakings affecting historic properties at NAVSTA Great Lakes, as per 36 CFR § 800.14(b); and

WHEREAS, the parties further desire, in keeping with the Navy Cultural Resources Program, as defined in the Chief of Naval Operations Environmental Readiness Program Manual (OPNAV M-5090.1), Chapter 13, that undertakings affecting historic properties covered by this agreement be completed consistent with professional standards promulgated by the Secretary of the Interior; and

WHEREAS, the Navy Cultural Resources Program designates the Cultural Resources Manager (CRM) as the primary point-of-contact (POC) for cultural resources matters at NAVSTA Great Lakes, whose role is defined by the OPNAV M-5090.1, Chapter 13, Section 5.8:

> A CRM manages cultural resources compliance and coordinates and engages support from appropriately qualified professionals, as needed for specific projects. Individuals in this role must receive appropriate training to perform the CRM duties;

NOW, THEREFORE, the Navy, the ACHP, and the SHPO agree that the Navy will implement all undertakings at NAVSTA Great Lakes in accordance with the following stipulations to satisfy its responsibilities under Section 106 of the NHPA.

STIPULATIONS

The Navy shall ensure the following:

I. APPLICABILITY

A. This PA applies to all Navy undertakings initiated within NAVSTA Great Lakes, regardless of which command or lessee of the Navy initiates the undertaking.

B. Execution of this PA terminates the provisions of the previous operational PA ("Programmatic Agreement Between the Naval Training Center, Great Lakes, Illinois, of the U.S. Department of the Navy, and the Illinois State Historic Preservation Officer, for the Operation, Maintenance, and Development Undertakings at the Naval Training Center, Great Lakes, Illinois"). However, execution of this PA does not supersede or invalidate any other agreements, pertaining to NAVSTA Great Lakes and still in force.

II. PROFESSIONAL STANDARDS

A. All cultural resources management and planning studies and historic property surveys will be carried out by, reviewed by, or under the oversight or supervision of a person or persons (Cultural Resources Professional), who meet the relevant standards outlined in the Secretary of the Interior's Historic Preservation Professional Qualification Standards, consistent with the proposal at 62 FR 33708 – 33723 (June 20, 1997) (SOI Qualification Standards).

B. All identification efforts, surveys, assessments, data recoveries, and mitigation planning for archaeological resources done pursuant to this PA will be carried out by, reviewed by, or under the oversight or supervision of a Cultural Resources Professional meeting the SOI Qualification Standards, for archaeologist, as appropriate.

C. All reviews to determine if, under Appendix A, an undertaking requires no further review will be carried out by the CRM, with assistance from Cultural Resources Professionals.

D. When the Navy utilizes contracts that involve work that may affect historic properties as governed by this PA, the Navy will use appropriate contract performance requirements, and/or appropriate source selection criteria, which may include minimum qualifications for historic preservation experience and satisfactory prior performance, as appropriate to the nature of the work and the type of procurement, developed with the participation of Cultural Resources Professionals of the appropriate discipline. Historic preservation requirements may address, but are not limited to the following: project planning, description, or scope; adequate pre-construction survey of historic properties affected; professional qualifications of contractor personnel; refurbishment and reuse of historic materials and fixtures; minimizing demolition of historic fabric; and supervision, oversight, and accountability.

III. PERSONNEL TRAINING

A. Upon request, the Navy will provide documentation to the ACHP and SHPO that the CRM has completed, or is in the process of obtaining, training outlined in OPNAV M-5090.1, especially concerning the NHPA's legal requirements for federal undertakings.

B. The NAVSTA Great Lakes Public Works Officer will plan and program for compliance with this agreement.

C. The CRM will brief present and future NAVSTA Great Lakes Commanding Officers, Public Works Officers, and commanding officers of major tenant commands located at NAVSTA Great Lakes, and provide them with a copy of this agreement.

D. The NAVSTA Great Lakes Public Works Officer, with the CRM's assistance, will develop and implement a training program for personnel with approval authority for undertakings that may affect historic properties. The training will be designed to increase awareness of and sensitivity to historic preservation, in general, and to the NHPA, its implementing regulations, and this PA, in particular. The CRM will work cooperatively with the SHPO to identify opportunities where the SHPO may assist with such training.

1. The training program may include courses on the NHPA, historic preservation conferences, and technical courses in cultural resources management. For personnel responsible for planning and maintaining the built environment, the program shall include training on the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings,* Department of the Interior, National Park Service (1995) (the Secretary's Standards) and applicable tools such as the Program Comment for Rehabilitation Treatment Measures (2008).

2. The CRM will identify and obtain meaningful and timely technical training appropriate to the Navy's building conservation needs. The ACHP and the SHPO may suggest training topics.

IV. MANAGEMENT AND TREATMENT OF HISTORIC PROPERTIES

A. When a proposed undertaking does not meet the criteria listed under Appendix A and is limited to the maintenance, repair, or rehabilitation of a historic property's interior, the area of potential effects (APE) is limited to the boundary of the individual property. For projects involving exterior work not identified in Appendix A; ground disturbing activities not addressed in Appendix A; and for projects involving new construction or additions not included in Appendix A; the Navy will consult with the SHPO prior to determining the APE. The above-mentioned projects, as well as demolition and any proposed new construction, not addressed in Appendix A, either on the same site or elsewhere within NAVSTA Great Lakes, which is associated with the demolition, will require review in accordance with 36 CFR Part 800.

B. The Navy will, in the manner set forth herein, assess the effects of its undertakings to historic properties. The CRM, with assistance from Cultural Resources Professionals, will assist the Public Works Officer on implementation of this section and in accordance with the Secretary's Standards for Rehabilitation (Rehabilitation Standards).

C. All undertakings meeting the criteria listed in Appendix A have been determined to have no effect on historic properties and the Navy may implement these undertakings without further review.

D. Historic properties, as identified in the ICRMP, will be maintained and rehabilitated, as feasible, in accordance with the recommended approaches of the Secretary's Standards (36 CFR Part 67) and accompanying guidelines, including the Program Comment for Rehabilitation Treatment Measures. New construction and additions to buildings within and adjacent to historic properties will take into account the recommended approaches in the Setting (District or Neighborhood) and the New Additions to Historic Buildings sections of the Secretary's Standards. New construction and additions will be designed to fully consider a district's significant characteristics, including location, design, setting, and feeling.

E. All undertakings that may affect the interiors of historic properties that do not meet the criteria in Appendix A will require review in accordance with 36 CFR Part 800, until a formal survey and evaluation for the significant interiors of historic properties, meeting the Secretary's Standards, is produced by the Navy and accepted by the SHPO. Upon completion and acceptance of an interiors survey, work that is confined to the non-historic interiors will be included in the exemptions listed in Appendix A.

F. The Navy will ensure that leasing, licensing, and disposal of historic properties or other extant above-ground resources, located within or adjacent to historic properties will be conducted according to applicable procedures in Appendix B.

G. In the event of an emergency situation affecting historic properties, the Navy will comply with 36 CFR § 800.12(b)(2).

V. POST-REVIEW DISCOVERIES

A. In the event that a previously unidentified archaeological resource is discovered during ground-disturbing or underwater activities, the Navy's contracting officer will immediately notify the CRM, and all construction work involving subsurface or underwater disturbance shall be halted in the area of the resource and in the surrounding area where further subsurface or underwater deposits may reasonably be expected, until such time as a qualified archaeologist (meeting the qualification criteria of Stipulation II.B) can inspect the work site and determine the nature and extent of the affected resources. The SHPO, and other parties deemed appropriate by the archaeologist, will be consulted in setting the boundaries of the archaeological resources. Construction work may then proceed outside such boundaries.

B. The Navy will notify the SHPO and the ACHP within two working days of a discovery, as per 36 CFR § 800.13. If the archaeological resource is, or has the potential to be, of Native American origin, the Navy will also notify any federally recognized Indian tribe(s) that might attach religious and cultural significance to the affected property. The notification shall describe the Navy's assessment of National Register-eligibility of the property and proposed actions to resolve any adverse effects. The SHPO, the ACHP, and any federally recognized tribe(s) shall respond within two working days of notification.

C. If the resource is determined by the Navy, in consultation with the SHPO, to meet the National Register criteria, work in the affected area may not proceed until appropriate data recovery or other recommended mitigation procedures are developed and implemented. The Navy will provide the SHPO and other consulting parties, with a report on avoidance and minimization strategies employed or considered, and any completed mitigation actions.

D. If in consultation with the SHPO, a determination is made that the located resource is not eligible for inclusion in the National Register, work may resume in the affected area. No further review in this situation is required.

E. Human remains and associated funerary objects of Native American origin (prehistoric or historic) encountered during the course of actions taken as a result of this PA will be treated in accordance with the Native American Graves Protection and Repatriation Act (NAGPRA) [25 U.S. Code 3001 et seq.], and its implementing regulations in 43 CFR Part 10.

F. Non-Native American human remains encountered during the course of actions taken as a result of this PA will be treated in accordance with OPNAVINST 11170.2A.

VI. DISPUTE RESOLUTION

A. Should the SHPO or ACHP object in writing to the Navy regarding any action carried out or proposed with respect to the implementation of this PA, the Navy will consult with the objecting party. If after consulting with that party, the Navy determines that the objection cannot be resolved, the Navy will forward relevant documentation to the ACHP, including the Navy's proposed response and the reasons for the disagreement. Within 30 days of receipt of all pertinent documentation, the ACHP will exercise one of the following options:

1. Advise the Navy that the ACHP concurs with the course of action proposed by the Navy; or

2. Provide the Navy with recommendations, which the Navy will consider prior to reaching a final decision on the objection; or

3. Notify the Navy that the action will be referred to the ACHP membership for formal comment in accordance with 36 CFR § 800.7.

B. Should the ACHP not exercise one of the above options within 30 days of receipt of all pertinent documentation, the Navy may proceed in accordance with its proposed response to the objection.

C. The Navy will consider recommendations and comments from the ACHP provided in accordance with this stipulation with reference only to the subject of the objection;

the Navy's responsibility to carry out all actions under this PA that are not the subject of the objection will remain unchanged.

D. At any time during the tenure of this PA, should an objection pertaining to any action carried out or proposed by the Navy with respect to the implementation of this PA be raised by a member of the public, the Navy will notify the SHPO and the ACHP thereof, consult with the person or entity raising the objection, and, should the Navy determine it appropriate to do so, consult with the SHPO or the ACHP as may be necessary or appropriate to respond thereto.

VII. REPORTING

A. On or before December 31, 2014, and on that date of each year thereafter that this PA remains in effect, the Navy will report to all consulting parties on the following:

1. A list of undertakings, within or adjacent to National Register-listed or eligible resources, initiated during the year, categorized according to its characteristics in Stipulation IV "Management and Treatment of Historic Properties." The listing shall include the description of the undertaking, property name or number and a brief description of the treatment. If consultations with the SHPO and the ACHP were undertaken, the status of consultation will be noted.

2. The parties with whom consultation is occurring or has occurred in the past year regarding Stipulation IV.

3. Any problems or unexpected issues encountered during the year.

4. Any changes that the Navy believes should be made to this PA.

B. The Navy shall distribute the annual report to consulting parties, SHPO, and ACHP.

C. The SHPO and ACHP shall have 60 calendar days from time of receipt to review the annual report and provide any comments to the Navy. Other consulting parties may review and comment on the annual report at their discretion.

VIII. DURATION, AMENDMENT, AND TERMINATION

A. At the request of a signatory, a meeting or meetings will be held to review this PA, to resolve questions or concerns relating thereto, or to resolve adverse comments received thereon.

B. Based on this review, the Navy, the SHPO, and the ACHP will determine whether this PA should be amended or terminated.

C. Any signatory to this agreement may propose that the PA be amended by providing written notice to the other signatories. The request will include the proposed amendment(s) with justification. The signatories shall then consult to consider the proposed amendment. An amendment to the PA will be effective on the date it is executed by all the signatories.

D. If the Navy determines that the terms of this PA cannot be implemented, or if the SHPO or the ACHP determines that the PA is not being properly implemented, they may, respectively, propose to the other parties that the PA be terminated.

E. The party proposing to terminate this PA will so notify the other signatories in writing, explaining the reason(s) therefore, and afford them at least 30 days (or another time period as agreed to by the signatories) to consult and seek alternatives thereto. Should an amendment not be executed in accordance with Stipulation VIII.C, the signatory requesting termination shall notify the other signatories in writing that the PA is terminated. Should the PA be terminated, and prior to work continuing on any of the undertakings governed by this PA, the Navy will either comply with 36 CFR Part 800 for the undertakings otherwise governed by this PA, or execute a new PA for these undertakings pursuant to 36 CFR § 800.14(b).

F. This PA shall be in effect for five years from the date of its execution, unless amended, extended, or terminated pursuant to the Stipulations above.

G. Upon written agreement of the signatories, Appendix A may be modified without formal amendment to this PA. Appendix A modifications will be distributed to the signatories and concurring parties and appended to this PA.

IX. ANTI-DEFICIENCY ACT

The Navy's obligations under this PA are subject to the availability of appropriated funds, and the stipulations of this PA are subject to the provisions of the Anti-Deficiency Act. The Navy will make reasonable and good faith efforts to secure the necessary funds to implement this PA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs the Navy's ability to implement the stipulations of this agreement, the Navy will consult in accordance with the amendment and terminations procedures found at Stipulation VIII of this agreement.

X. SIGNATURES

Execution of this PA and implementation of its terms evidence that the Navy has taken into account the effects of the undertakings described herein on historic properties and afforded the SHPO and the ACHP a reasonable opportunity to comment on the above-described program for undertakings at NAVSTA Great Lakes.

The effective date of this agreement is the date of the last signatory's signature.

Signatories:

COMMANDER, NAVY REGION MID-ATLANTIC

DIXON R. SMITH
REAR ADMIRAL, U.S. NAVY

Date: 8/29/14

COMMANDING OFFICER, NAVAL STATION GREAT LAKES

WILLIAM BULIS
CAPTAIN, U.S. NAVY

Date: 8/20/14

ADVISORY COUNCIL ON HISTORIC PRESERVATION

JOHN M. FOWLER
EXECUTIVE DIRECTIOR, ACHP

Date: _____

STATE OF ILLINOIS
STATE HISTORIC PRESERVATION OFFICER

ANNE HAAKER
DEPUTY STATE HISTORIC PRESERVATION OFFICER

Date: 8·20·14

Concurring Parties:

NAVAL HISTORY AND HERITAGE COMMAND

_____ Date: _____

NATIONAL TRUST FOR HISTORIC PRESERVATION

_____ Date: _____

LANDMARKS ILLINOIS

_____ Date: _____

INTERNATIONAL ORGANIZATION FOR THE DOCUMENTATION AND CONSERVATION OF THE BUILDING SITES AND NEIGHBORHOODS OF THE MODERN MOVEMENT, US WORKING PARTY

_____ Date: _____

PROGRAMMATIC AGREEMENT
AMONG
THE DEPARTMENT OF THE NAVY,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING
NAVY UNDERTAKINGS AT
NAVAL STATION GREAT LAKES, ILLLINOIS

Appendix A

Undertakings That Require No Further Review

The Navy, the ACHP, and the SHPO agree that the following list of undertakings will have no effect on historic properties and that the Navy may implement these undertakings without further consultation. The Navy may also proceed with undertakings that will only affect extant above-ground resources identified as non-historic in the latest ICRMP, and that are not within or adjacent to historic properties, with no further review. Undertakings that may affect non-contributing resources within a historic district and that do not meet the criteria in Appendix A, will require review in accordance with 36 CFR Part 800.

Note: For the purposes of this PA, the phrase "in kind" is defined as using the same material, form, and design.

Interior Work

1. Plumbing system rehabilitation/replacement, to include pipes and fixtures in both bathrooms and kitchens.

2. Heating, ventilation, and air conditioning rehabilitation/replacement including furnaces, pipes, radiators, or other heating/air conditioning units, provided that the work does not affect character-defining features, as determined by the CRM, with assistance from a Cultural Resources Professional.

3. Rehabilitation/replacement of electrical wiring, including lighting, fire alarms, smoke/heat detectors, fire suppression systems, telephones, and local area network.

4. Toilet and bathroom improvements, including alterations necessary for handicap access.

5. Interior surface (floors, walls, ceiling, and woodwork) treatments, providing the work is restricted to repainting, refinishing, re-papering, re-paneling, or laying carpet, linoleum, or other recognized floor system, and provided that the work does not affect character-defining features, as determined by the CRM, with assistance from a Cultural Resources Professional.

6. Replacement of insulation.

7. Replacement/repair of vertical transportation systems (elevators, dumbwaiters, escalators, personnel lifts, conveyors, and hoists).

8. Repair and cleaning of flues, chimneys, and stacks.

9. Installation of modular furniture systems.

10. Repair or replacement of structural members and elements in kind.

Exterior Work

11. Repair or replacement of siding, trim, or hardware when done in kind to match existing material and design.

12. Replacement of glass when done in kind to match existing material and design. Window glass may be double or triple-glazed as long as it is clear and replacement does not alter existing window-glazing rabbets. This excludes use of tinted glass, which will require review pursuant to 36 CFR Part 800.

13. Maintenance of features such as window and door frames, hood molds, paneled or decorated jambs and moldings, through appropriate surface treatments, such as cleaning, rust removal, limited paint removal, and reapplication of protective coating systems.

14. Repair or replacement of roofs or parts of a roof that are deteriorated, when done in kind to match existing material, design, and color. Adequate anchorage for roofing material to guard against wind damage and moisture penetration shall be provided.

15. Repair or replacement of porches and stairs when done in kind to match existing material, design, and finish.

16. Repair of wood window frames by patching, splicing, consolidating, or otherwise reinforcing or replacing in kind those parts that are extensively deteriorated or are missing. The same configuration of panes will be retained.

17. Installation of storm windows, provided that they conform to the shape and size of historic windows and that the meeting rail coincides with that of the existing sash. Color will match prime window color; mill finish aluminum is not acceptable.

18. Painting exterior surfaces with new paint that matches the existing or original color. If the existing paint color is not desirable and the original color is not known, the color should be in keeping with historic color schemes. Damaged or deteriorated paint may be removed to the next sound layer, using the gentlest methods possible, such as hand-scraping or hand sanding. Abrasive methods such as sandblasting and water blasting are not allowed.

19. Replacement or installation of caulking and weather stripping around windows, doors, walls, and roofs.

20. Repair and replacement of gutters and downspouts in kind.

21. Removal of exterior wiring, conduit, wiring devices, transformers, and related electrical systems.

22. Repair in-kind of original, or removal of non-original, non-character defining (as determined by the CRM, with assistance from a Cultural Resources Professional) fire escapes, vestibules, canopies, awnings, railings, ramps, and other similar additions to historic properties.

23. Removal, repair in kind, or replacement of package air-conditioning equipment.

Other Activities

24. In-kind street, parking lot, driveway, sidewalk, curb, gutter, and storm draining structure repair or replacements.

25. Routine repairs and maintenance of piers, berths, and dry docks, including repair/replacement of dolphins, piling, decking, cleats, bollards or capstans, aids to navigation, and related items required to maintain operational capability of vessels.

26. Routine repair and maintenance of antennas and signaling devices.

27. Use of interpretive signs or exhibit structures that are not attached to a historic property and that do not visually intrude on a historic property. They will be constructed of materials and painted colors that harmonize with the historic property and its setting.

28. Installation of utilities, such as sewer lines, water, storm, electrical, gas, steam, compressed air, leach lines, and septic tanks, where installation is restricted to areas previously disturbed by installation of these utilities.

29. Removal, repair, or replacement of railroad or crane track.

30. Routine repair/replacement/maintenance of cranes, hoists, and lifting devices, or their components, when done in kind to match existing material and design.

31. Repair/maintenance of swimming pools, outdoor playground and athletic equipment, and related recreational items.

32. Repair/maintenance of fencing when done in kind to match existing material and design.

33. Maintenance and replacement of trees, shrubs, and turf; removal of dead or unsalvageable trees and plant materials.

34. Removal, repair, or replacement of overhead steam distribution systems that are not character-defining features of a historic district, as determined by the CRM, with assistance from a Cultural Resources Professional.

35. Removal, repair, or replacement in-kind of utility poles and street and parking lot lighting.

36. Transfer of property to another Federal agency.

37. Transfer of non-historic properties to non-federal entities, outside of historic districts, and not adjacent to historic properties, where archaeological surveys have been completed and have found no significant archaeological resources.

38. Leases or licenses containing the provisions outlined in Appendix B.

PROGRAMMATIC AGREEMENT
AMONG
THE DEPARTMENT OF THE NAVY,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING
NAVY UNDERTAKINGS AT
NAVAL STATION GREAT LAKES, ILLLINOIS

Appendix B

Leasing, Licensing, and Disposal

The Navy will ensure that leasing (including Public Private Ventures), licensing, and disposal of all or portions of historic properties, or any extant above-ground resources identified as non-historic within a historic district will be accomplished in accordance with the following procedures.

Leases and Licenses

The Navy need not consult with the SHPO, the ACHP, or other interested parties in connection with leases or licenses that contain these provisions.

Leases or licenses of historic properties will include the following clause:

> Building number(s) XXX is/are <eligible for inclusion/listed in> the National Register of Historic Places. This/these building(s) will be maintained by the Lessee <Licensee> in accordance with the recommended approaches in the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Properties* (*Standards*) (U.S. Department of the Interior, National Park Service, 1995). The Lessee <Licensee> will notify Lessor <Licensor> of any proposed rehabilitation or structural alteration to this/these building(s) or to the landscape features, or any new construction, and will provide a detailed description of the undertaking prior to undertaking said rehabilitation/alterations/construction. Within 60 days of receipt of such notification and adequate supporting documentation, Lessor <Licensor> will notify the Lessee <Licensee> in writing that the undertaking conforms to the *Standards* and that the Lessee <Licensee> may proceed, or that the undertaking does not conform to the *Standards*, and that the Lessee <Licensee> may not proceed. If Lessor <Licensor> determines that the undertaking does not meet the *Standards*, Lessor <Licensor> will, with the assistance of the Lessee <Licensee>, fulfill the requirements of Section 106 of the National Historic Preservation Act and its implementing regulations, "Protection of Historic Properties" (36 C.F.R. Part 800). The Lessee <Licensee> will not undertake the proposed action until Lessor <Licensor> notifies the Lessee <Licensee> that

the requirements of Section 106 have been fulfilled and the Lessee <Licensee> may proceed. If Lessor <Licensor> objects to the Lessee's <Licensee's> proposed undertaking, Lessor <Licensor> will notify the Lessee <Licensee> that the proposed action may not proceed.

Leases or licenses of extant above-ground resources identified as non-historic within a historic district will include the following clause:

> Building number(s) XXX is/are < located within a historic district eligible for inclusion/listed in> the National Register of Historic Places. The Lessee <Licensee> will notify Lessor <Licensor> of any proposed exterior modification/alteration to this/these building(s) or any new exterior construction, and will provide a detailed description of the undertaking prior to undertaking said exterior modification/alterations/construction. Within 60 days of receipt of such notification and adequate supporting documentation, Lessor <Licensor> will notify the Lessee <Licensee> in writing whether the undertaking may proceed, or if consultation is required under Section 106 of the National Historic Preservation Act and its implementing regulations "Protection of Historic Properties" (36 C.F.R. Part 800). Lessor <Licensor> will, with the assistance of the Lessee <Licensee>, fulfill the requirements of Section 106 of the National Historic Preservation Act and its implementing regulations, The Lessee <Licensee> will not undertake the proposed undertaking until Lessor <Licensor> notifies the Lessee <Licensee> that the requirements of Section 106 have been fulfilled and the Lessee <Licensee> may proceed. If Lessor <Licensor> objects to the Lessee's <Licensee's> proposed undertaking, Lessor <Licensor> will notify the Lessee <Licensee> that the proposed undertaking may not proceed.

Disposal

For the disposal of a historic property, the Navy shall include the following covenant language in the deed for each proposed disposal. The signatories to this programmatic agreement agree that use of this covenant constitutes an adequate and legally enforceable restriction to ensure the long term preservation of the historic property and with its use, the undertaking would have no adverse effect on that historic property. The Navy shall notify the Illinois SHPO of each deed including this covenant.

Any substantive changes or alterations to the covenant proposed for use in future disposal actions will need to be reviewed and approved by the Illinois SHPO. Where the Navy determines that it cannot include the covenant for a disposal undertaking, it will comply with 36 CFR 800.3-800.7 prior to disposing of the property.

Preservation Covenant Language:

In consideration of the conveyance of certain real property, [address of property] in the city of () of the County ( ), State of Illinois and legally defined as (insert legal description):

(1) The grantee hereby covenants on behalf of itself, its heirs, successors and assigns at all time to restore, maintain and preserve this property in accordance with the recommended approaches of the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic buildings" (National Park Service, 1989) in order to preserve those qualities that make this property eligible for listing in the National Register of Historic Places.

(2) No construction, alteration or rehabilitation shall be undertaken or permitted to be undertaken that would affect the historic features of the property without consultation with and the express permission of the Illinois State Historic Preservation Officer (SHPO) or a fully authorized representative thereof.

(3) The Illinois SHPO shall be permitted at all reasonable times to inspect the property in order to ascertain if the above conditions are being met.

(4) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Illinois SHPO may, following reasonable notice to the grantee, institute suit to enjoin said violation or to require the restoration of the property.

(5) This covenant is binding on the grantee, its heirs, successors and assigns in perpetuity. All stipulations and covenants contained herein shall be inserted by the grantee verbatim or by express reference in any deed or other legal instrument by which the grantee divests itself of any interest in the property or any part thereof.

(6) The failure of the Illinois 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 use of such right or remedy at any other time.

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

(8) The Illinois SHPO may, for good cause, modify or cancel any or all of the foregoing restrictions upon application of the grantee, its heirs, successors or assigns.

Signatures required