

PROGRAMMATIC AGREEMENT

BY AND AMONG

U.S. DEPARTMENT OF VETERANS AFFAIRS

AND

FORT HOWARD DEVELOPMENT LLC

AND

MARYLAND STATE HISTORIC PRESERVATION OFFICE

AND

ADVISORY COUNCIL ON HISTORIC PRESERVATION

REGARDING

THE LANDING AT FORT HOWARD, FORT HOWARD, MARYLAND

**PROGRAMMATIC AGREEMENT
FOR
THE LANDING AT FORT HOWARD
FORT HOWARD, MARYALND**

THIS PROGRAMMATIC AGREEMENT (hereinafter the "Agreement") is made and entered into by and between the U.S. Department of Veterans Affairs (hereinafter "Department" or "VA"), Fort Howard Development LLC (hereinafter "FHD"), the Maryland State Historic Preservation Officer (hereinafter "SHPO"), and the Advisory Council on Historic Preservation (hereinafter "ACHP") (all to be referred to hereinafter as the "Parties").

RECITALS

A. **WHEREAS**, the Department is the owner of that certain land as described and depicted in Exhibit A attached hereto, such property being approximately 98 acres located at the Fort Howard VA Medical Center, Baltimore County, Maryland ("Property") as described in Exhibit A; and

B. **WHEREAS**, the Department owned and operated the Property beginning in 1940 as the Fort Howard Veterans Affairs Medical Center, dedicated to medical care and other services to our nation's veterans; and

C. **WHEREAS**, on August 30, 1979, the Property (designated by the State of Maryland as Maryland Inventory of Historic Properties Number BA-939) was determined eligible for listing in the National Register of Historic Places ("NRHP") by the Keeper of the National Register, National Park Service; and

D. **WHEREAS**, during the 1990s, the number and range of VA activities on the Property began to decline as VA facilities aged and VA health care policy transitioned to a greater focus on outpatient care; and

E. **WHEREAS**, by 2002, all inpatient programs at the Fort Howard Veterans Affairs Medical Center were relocated to neighboring VA facilities, except for a small outpatient clinic as the only active VA facility on the Property; and

F. **WHEREAS**, on June 15, 2010, VA issued a Request for Proposals ("RFP") entitled: "VA Maryland Healthcare System, Fort Howard Campus, Enhanced-Use Lease Redevelopment and Adaptive Reuse Opportunity," seeking private-sector developer interest in the long-term lease, financing, construction, management and operation of a mixed-use development on the Property pursuant to VA's Enhanced-Use Lease authority, 38 U.S.C. §§ 8161 et seq.; and

G. **WHEREAS**, following its issuance of the RFP, VA competitively-selected Fort Howard Development, LLC ("FHD") to be the developer of the Property pursuant to an Enhanced-Use Lease ("EUL"); and

H. **WHEREAS**, VA and FHD executed the EUL on December 27, 2011 so VA and FHD could then undertake negotiations, due diligence, and prerequisites to further assess whether the EUL concept is viable and mutually beneficial; and

I. **WHEREAS**, the EUL includes provisions that VA and FHD coordinate and work together to complete certain activities required under applicable Federal, State, and local laws, codes, ordinances, and regulations, including Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. § 470 et. seq.) (“NHPA”); and

J. **WHEREAS**, VA and FHD have both determined that the EUL concept is viable, and VA and FHD intend to amend the EUL (“Lease Amendment #1”) to allow FHD to finance, design, develop, construct, operate, and maintain a mixed-use multi-faceted Veteran preferred community for eligible Veterans and non-Veterans of the greater Baltimore, Maryland community; and

K. **WHEREAS**, the Property contains a parcel of ten contiguous acres of land to be utilized at the discretion of VA for either (i) construction of a Maryland State Nursing Home or (ii) additional land to be included in the Property (“MSNH Parcel”). If within thirty-six (36) months from the execution of Lease Amendment #1 VA determines in its sole and absolute discretion that the construction of a Maryland State Veterans Home is viable and in its best interest, then VA shall send written notice to FHD that the MSNH Parcel shall be removed from the Property and no longer be considered part of the Lease (as hereinafter defined). The terms and conditions of this Agreement apply to the MSNH Parcel, except in the case when the MSNH Parcel is removed from the Property by VA; and

L. **WHEREAS**, pursuant to 36 CFR 800.5(a)(2)(vii), the enhanced-use lease of the Property constituted an “undertaking” subject to the requirements of the NHPA and its implementing regulations, “Protection of Historic Properties” (“36 CFR Part 800”); and

M. **WHEREAS**, to ensure that historic properties will be protected, the Lease requires that FHD and VA work together to complete certain activities required under Section 106 of the NHPA, including an initial outreach and public involvement; and

N. **WHEREAS**, VA, in consultation with SHPO, defined the Area of Potential Effect as the entire peninsula, including the historic district, upon which the Property is situated and the immediately surrounding waters, as shown in Exhibit A; and

O. **WHEREAS**, VA, in consultation with SHPO, has completed identification and evaluation of archaeological resources on the Property, as documented in the following reports: *Phase I and II Cultural Resource Investigations at Fort Howard Medical Center, Fort Howard, Maryland* (Markell et al. 2001) and *Addendum Report: Phase II Archaeological Excavations at Site 18BA494, Fort Howard Medical Center, Fort Howard, Maryland* (Markell et al. 2002); and

P. **WHEREAS**, based on the results of those studies, VA and SHPO agree that the Property does not currently contain any known archaeological sites eligible for the NRHP. VA and SHPO concur that further archaeological investigations are not warranted prior to the

commencement of individual Projects (as hereinafter defined) on the land based portions of the Property; and

Q. **WHEREAS**, due to the complexity of the undertaking, the effects of individual Projects (as hereinafter defined) on historic properties cannot be fully determined and will not be known until the details about such Projects are available; and

R. **WHEREAS**, VA, in consultation with the SHPO in accordance with Section 106 of the NHPA and its implementing regulations, and in accordance with Section 110 of the NHPA, determined that the Project may cause adverse effects on the historic Property and that such effects could best be addressed through the development of this Agreement pursuant to 36 CFR § 800.14(b); and

S. **WHEREAS**, VA notified ACHP of the adverse effect determination and its intention to develop this Agreement pursuant to 36 CFR § 800.6(a)(1)(i)(C) and ACHP elected to participate in the consultation; and

T. **WHEREAS**, VA sought and considered the views of the public on this undertaking through a public involvement process including a public notice published in the Baltimore Sun newspaper to elicit public comments and/or public involvement regarding the potential impact on the Property; and

U. **WHEREAS**, all public comments received by VA have been documented and addressed in the Final Environmental Assessment prepared in December 2012; and

V. **WHEREAS**, VA has identified and invited the following parties to comment and consult on the undertaking as part of the Section 106 process: National Trust for Historic Preservation, Preservation Maryland, and Baltimore County Planning Office; and

W. **WHEREAS**, National Trust for Historic Preservation and Preservation Maryland also participated in the consultation and have been invited to concur in this Agreement; and

X. **WHEREAS**, FHD participated in the consultation, has been assigned responsibilities under this Agreement and pursuant to 36 CFR § 800.6(c)(2) has been invited to be a signatory to this Agreement; and

Y. **WHEREAS**, by executing this Agreement, FHD, SHPO, ACHP and VA will abide by its terms and the NHPA; and

NOW THEREFORE, the Parties agree that the Agreement shall be implemented in accordance with the following:

EXHIBITS AND DEFINITIONS:

Exhibits: The following constitute the Exhibits to this Agreement. Each of the Exhibits is attached to this Agreement and is incorporated by this reference:

- A. Exhibit "A": Site Plan
- B. Exhibit "B": Guiding Principles for New Construction
- C. Exhibit "C": Master Plan
- D. Exhibit "D": Existing Building Retention/Study/Demolition Schedule
- E. Exhibit "E": Activities That Do Not Require Further Review

Definitions: The following constitute the Definitions to this Agreement:

Business Day: means a Federal workday, Monday through Friday, excluding Federal holidays designated annually by the President through the U.S. Office of Personnel Management.

Calendar Day: A twenty-four (24) hour period of time (12:00 midnight to 12:00 midnight EDT) as described in the Gregorian Calendar, adopted by Great Britain with the American Colonies in 1752 A.D., and by the various U.S. States and Territories.

Effective Date Of This Agreement: means the latter of the date this Agreement is executed by all of the Parties (and if executed on different dates, the date the last Party so executes), or the effective date of Lease Amendment #1.

Lease: means the Enhanced-Use Lease for the Property at Fort Howard, Maryland, pursuant to 38 U.S.C. §§ 8161 et seq. executed by VA and FHD on December 27, 2011, and Lease Amendment #1 to the Enhanced-Use Lease executed by VA and FHD for a term of up to 75 years.

Parties: means all of the parties to this Agreement: the U.S. Department of Veterans Affairs ("Department" or "VA"), Fort Howard Development LLC ("FHD"), the Maryland State Historic Preservation Officer ("SHPO"), and the Advisory Council on Historic Preservation ("ACHP") as described in the Preamble to this Agreement.

Project: means the construction or renovation of a particular improvement, or group of related improvements, on the Property as described in the Master Plan and provided to the Parties by FHD pursuant to Stipulation 6 of this Agreement.

Qualified Archaeologist: means a person who meets the Secretary of the Interior's Professional Qualification Standards (48 FR 44716).

Qualified Architectural Historian: means a person who meets the Secretary of the Interior's Professional Standards (48 FR 44716).

Qualified Historic Architect: means a person who meets the Secretary of the Interior's Professional Standards (48 FR 44716).

STIPULATIONS:

The Parties shall ensure that the following measures are carried out:

1. Agreement:

On the Effective Date of this Agreement, FHD shall assume responsibility for developing and maintaining the Property in accordance with this Agreement.

2. Development of the Property:

- a. FHD shall develop the Property in accordance with the site development Master Plan ("Master Plan") in Exhibit C and the Existing Building Retention/Study/Demolition Schedule ("Building Schedule") contained in Exhibit D. All Parties to this Agreement concur that, at a minimum, the Master Plan and Building Schedule indicate the following:
 - i. Historic buildings to be retained;
 - ii. Buildings to be demolished;
 - iii. The preliminary sequence and schedule for phases of construction of the development;
 - iv. The Parties acknowledge and agree that the purpose of this Agreement is to ensure that development activities by FHD on the Property pursuant to the Lease preserve and protect the NRHP-eligible historic district. FHD will therefore: (1) stabilize the historic buildings pursuant to the Protection Plan (as hereinafter defined); and (2) retain and preserve the existing planted mature trees and shrubs throughout the Property as practicable; and
 - v. FHD shall ensure that no development, with the exception of necessary maintenance/replacement of sidewalks, hard-scape (benches, trash receptacles pavers etc.), flagpole and flagpole hard-scape and landscaping, occurs on the historic parade ground or adjacent roadways, with the exception of that necessary to upgrade the utility system and roads to accommodate the new development activity, around the parade ground as reflected in the Master Plan, subject to the Project Review Procedures outlined in Stipulation 6 of this Agreement.
- b. Prior to undertaking any construction or renovation work on the Property, FHD shall submit such proposed activity (e.g., proposed site work, new construction, rehabilitation or demolition etc.) to SHPO and VA for review according to the Project Review

Procedures outlined in Stipulation 6 of this Agreement or ensure that the activity meets the criteria for exempted work outlined in Stipulation 8 of this Agreement.

- c. If any issues or concerns relating to the Master Plan or the Building Schedule cannot be successfully resolved by FHD, VA and SHPO, the Parties shall consult pursuant to the Dispute Resolution measures outlined in Stipulation 19 of this Agreement.
- d. FHD may proceed with the removal of the buildings designated for demolition as listed in Exhibit D, without further coordination with the VA or SHPO, once it has completed the salvage provisions outlined in Stipulation 10, as applicable.

3. National Register of Historic Places Nomination:

- a. Within six (6) months following the Effective Date of this Agreement, FHD shall develop and submit a NRHP nomination package ("NRHP Package") for the Property to SHPO.
- b. The NRHP Package shall be developed in consultation with SHPO following guidance provided in the National Register Bulletin entitled: "How to Complete the National Register Form" and all other applicable guidance from the National Park Service and SHPO.
- c. SHPO shall conduct a preliminary review, and shall advise FHD of anticipated date of review by the Governor's Consulting Committee on the National Register (GCC).
- d. SHPO shall forward a copy of the NRHP Package to the Baltimore County Historic Preservation Commission (HPC) for review under the Federal Certified Local Government program.
- e. SHPO shall notify FHD of the results of GCC and HPC reviews, including any revisions to the NRHP Package that may be required.
- f. FHD shall revise the NRHP Package as directed and return it to the SHPO.
- g. SHPO shall submit the final NRHP Package to the VA Federal Preservation Officer (FPO).
- h. FPO shall sign and forward the final NRHP Package to the Keeper of the National Register. FPO shall provide SHPO with two copies of the final NRHP Package.

4. Design Principles for Rehabilitation and New Construction:

- a. FHD shall ensure that design for the proposed rehabilitation and use of the existing historic buildings on the Property is compatible with the historic and architectural qualities of the historic district and is consistent with the recommended approaches to rehabilitation set forth in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 CFR Part 68).

- b. FHD shall ensure that the guiding principles (“Principles”), described in Exhibit B attached hereto, will be used in preparing all new construction and site development Projects on the Property. These Principles address concepts such as, but not limited to, massing, scale, height, setbacks, location, landscaping, materials and historical view sheds. FHD shall also ensure that the designs for new construction are consistent with the recommended approaches for new construction set forth in the *Secretary of the Interior’s Standards for the Treatment of Historic Properties* (36 CFR Part 68).
- c. FHD shall submit all requests for rehabilitations and new construction to the SHPO and VA for comment pursuant to Stipulation 6. FHD shall provide VA with a courtesy copy of any and all written correspondence issued to the SHPO.

5. Maintenance and Interim Protection of Historic Properties:

FHD at its own expense shall make reasonable efforts to at all times protect, preserve, and repair the Property and shall keep same in good order and condition.

- a. Prior to and during construction activities, FHD will make reasonable efforts to secure, maintain, and safeguard the historic resources listed in Exhibit D to ensure that they are protected against damage and further deterioration until the long-term treatment measures stipulated in the PA are fulfilled.
- b. FHD shall prepare an interim protection plan (“Protection Plan”) for Fort Howard consistent with the applicable recommended approaches outlined in the National Park Service’s Preservation Brief #31 *Mothballing Historic Buildings*. The Protection Plan shall identify all current and foreseeable threats to the integrity of the historic resources and contain a schedule outlining the specific steps that have been or will be taken to remedy each individual threat as well as the timeframe during which each action will be completed. Immediate threats shall be corrected as soon as possible. Examples of current and foreseeable threats to the integrity of the Property include roof leaks, unsecured entrances, inadequate ventilation or security, temporary uses of buildings that may damage interior finishes, and temporary uses of the surrounding landscape that may damage trees, other significant landscape features, or archeological resources.
- c. FHD shall provide the Protection Plan to VA and the SHPO for review and approval within 6 months of the Effective Date of this PA. Any comments provided by any party within thirty (30) Calendar Days of receipt of the Protection Plan shall be acted upon by FHD.
- d. Upon receipt of approval from SHPO and VA, FHD will implement the steps outlined in the Protection Plan in accordance with the specified schedule.

6. Project Review Procedures

- a. FHD, VA and SHPO agree to consult proactively by conducting early design consultations and on-going periodic meetings, as necessary, to facilitate compliance with the terms of this Agreement. The standard of review by the SHPO and VA under this

Stipulation, of FHD's proposed rehabilitation and use of the existing buildings, as well as new construction within the historic district on the Property, shall be based upon the design principles outlined in Stipulation 4 of this Agreement.

- b. Projects proposed by FHD that are not exempted from review in accordance with Stipulation 8 of this Agreement shall be processed as follows:
 - i. Prior to undertaking any action on a proposed Project, FHD shall afford the SHPO and VA an opportunity to review and comment on the Project by drafting a Determination Of Effect On Historic Properties ("Determination") regarding the potential effect of the Project on relevant historic properties on the Property, and submitting it to SHPO and VA simultaneously at least forty-five (45) Calendar Days prior to the commencement of any proposed Project. FHD shall ensure that the Determination is prepared by a Qualified Architectural Historian or Qualified Historic Architect.
 - ii. The Determination shall include information sufficient to fully describe and explain the proposed Project to SHPO and VA, along with an analysis of any potential effect on historic properties on the Property, and shall include, as appropriate, maps, photographs, plans, drawings, alternatives analyses, and conditions assessments/structural reports.
 - iii. SHPO and VA shall then separately review their respective submissions of the Determination from FHD. Within thirty (30) Calendar Days after SHPO and VA receive the Determination from FHD, SHPO and VA shall provide comments on the Determination to FHD.
 - (1) If, however, within such thirty (30) Calendar Day time period, either SHPO or VA determines that the Determination provided by FHD is deficient or incomplete, VA or SHPO shall notify FHD of any additional information or correction needed, and may also request a meeting or site visit with FHD. FHD shall expeditiously and in good faith provide the additional information or correction, and cooperate with planning and executing such meeting or site visit.
 - (2) Upon receipt by FHD of any such request for additional information or correction from VA or SHPO, the thirty (30) Calendar Day time period for VA and SHPO to review the Determination and provide comments to FHD shall be terminated. A new thirty (30) Calendar Day time period shall commence upon receipt by VA and SHPO of the additional information or correction from FHD as described in the SHPO or VA's request. VA and SHPO agree to promptly notify FHD when it has received all of such additional information or correction from FHD.

- (3) In the event that VA and SHPO fail to forward comments on the Determination to FHD within the time period herein described, FHD may proceed with the Project in accordance with the Lease subject to providing advance notice in writing to both VA and SHPO.
 - iv. FHD shall evaluate the SHPO and VA's comments on the Determination and shall, within fifteen (15) Business Days of receipt, submit simultaneously to VA and SHPO a FHD Response To Comments ("FHD Response").
 - (1) If the FHD Response indicates concurrence with all of the comments received from SHPO and VA, FHD shall incorporate such comments into the proposed Project and may immediately proceed with the Project subject to the terms of the Lease and this Agreement.
 - (2) If the FHD Response indicates non-concurrence with any of the comments received from SHPO and VA, FHD shall not commence work on the Project until the non-concurrence is resolved. The Parties shall consult expeditiously in an effort to resolve the non-concurrence. Any Party may initiate Dispute Resolution procedures as outlined in Stipulation 19 of this Agreement.
 - v. If FHD makes a finding of adverse effect not already identified, FHD shall initiate consultation pursuant to 36 CFR 800.6 to resolve the adverse effect.

7. Coordination with Rehabilitation Tax Credit Programs

FHD may apply for Federal and/or State rehabilitation tax credits for eligible Projects proposed under this Agreement, in accordance with the applicable requirements and procedures of the relevant tax credit programs. Full compliance with the requirements of those programs shall constitute SHPO approval of the rehabilitation plans for those eligible actions for purposes of this Agreement. Fulfillment of the terms of this Agreement does not constitute or guarantee approval for Federal and/or State rehabilitation tax credits.

If FHD Projects are determined ineligible to apply for tax credits, or if the Project proponent elects to withdraw its tax credit application, or if the tax credit Part II or Part III applications are not approved, the Project Review Procedures outlined in Stipulation 6 continue to apply.

8. Exempted Work:

The general operation and routine cyclical maintenance activities undertaken by FHD on the Property that are listed in Exhibit E, entitled "Activities That Do Not Require Further Review," by their nature and definition, constitute actions that shall have no adverse effect on historic buildings or the historic district. Therefore, the actions defined in Exhibit E are exempt from notification requirements and review by the SHPO or VA. Work undertaken pursuant to Exhibit E shall be reviewed and approved by a Qualified Architectural Historian or Qualified Historical

Architect to determine whether a particular activity meets the definitions in Exhibit E. FHD shall document the findings and activities undertaken pursuant to Exhibit E in the Annual Report prepared pursuant to Stipulation 17.

9. Building 44 Subject to Further Study:

- a. Since Building 44 ("Study Building") contributes to the historic significance of the Property, FHD shall undertake efforts to preserve and adaptively use it as described in this Stipulation.
- b. Within one (1) year following the Effective Date of this Agreement, FHD shall prepare an analysis of the Study Building that shall include, at a minimum, the following:
 - i. existing conditions assessment necessary to evaluate the feasibility of adapting the Study Building for the identified uses; and
 - ii. a list of possible adaptive uses for the Study Building with supporting conceptual plans and cost estimates
- c. FHD shall then submit the analysis described in (b) immediately above to SHPO and VA for review and comment using the process outlined in Stipulation 6 of this Agreement.
- d. If the Parties agree, utilizing the process as described in Stipulation 6, that the Study Building should be preserved, it shall be rehabilitated in accordance with the agreed upon plans. In addition:
 - i. FHD shall contact VA to determine if any additional recordation/documentation measures are required beyond those which will be carried out as a part of the NRHP nomination package described in Stipulation 3 of this Agreement. VA shall consult with SHPO.
 - ii. If VA, in consultation with SHPO, determines that additional recordation/documentation measures are necessary, FHD shall complete those measures and revise them in accordance with VA and SHPO comments, if any, until such time that VA accepts the recordation/documentation measures in writing.
- e. If the Parties agree that the Study building should be mothballed, it shall be mothballed as outlined in Stipulation 5 of this Agreement.
- f. If the Parties agree that the Study building shall be demolished, salvage efforts will be undertaken as outlined in Stipulation 10 of this Agreement.

10. Salvage of Architectural Elements

- a. Prior to initiating demolition of any historic resources listed in Exhibit D, FHD shall make good faith efforts to salvage architectural elements from the interior and exterior of the buildings, as feasible.
- b. Salvaged materials will be stored for re-use on Projects within the Property.
- c. FHD shall document all salvage efforts in the Annual Report prepared pursuant to Stipulation 17.

11. Public Education and Outreach:

- a. FHD may facilitate and permit visitors on the Fort Howard grounds as development activities permit.
- b. FHD shall develop and implement a public education and outreach program regarding Fort Howard's history and historic properties. The program may include coordination with outside interested parties, establishment of a museum, production of brochures, exhibits, interpretive signs, walking tours, videos, website programs, National Register travel itinerary, or other creative means. FHD shall prepare a plan that provides a detailed description of the proposed program along with a schedule for implementation (the "Outreach Plan").
- c. FHD shall provide within six (6) months of the Effective Date of this Agreement the Outreach Plan to the SHPO and VA and seek their comments and recommendations in developing the public education and outreach program and shall consider any SHPO comments regarding such program.
- d. FHD shall implement the Outreach Plan in accordance with their specified schedule.

12. Maryland Roadside Historic Markers

FHD will ensure that care is taken during the redevelopment of Fort Howard that the two Maryland Roadside Historical Markers (markers) commemorating Fort Howard and the Battle of North Point, located on the Property are not damaged. Once Area I construction begins FHD will contact the SHPO to have the two markers removed by the Maryland State Highway Administration to avoid damage during construction. Once Area II development is complete FHD, VA and SHPO will work together at finding an appropriate new location for the two markers near the historic core of Fort Howard

13. Retention of Historical Documentation and Artifacts:

- a. All historic and archaeological material discovered on the Property shall be owned by the Federal Government.

- b. VA is responsible for deciding where it will curate such historical and archaeological material.
- c. At VA's sole and absolute discretion, VA may loan historic and archaeological material discovered on the Property to the Fort Howard Veterans Museum for display and interpretation.

14. Treatment of Archaeological Resources:

If a Project as submitted by FHD proposes to impact shoreline or submerged areas bordering and adjacent to the Property, FHD shall consult with the SHPO and VA utilizing the procedures outlined for Projects as described in Stipulation 6 to address the potential effect on submerged historic properties.

15. Unanticipated Discoveries

- a. In the course of conducting work on a Project or any other activity on the Property that involves disturbance of the ground, FHD shall not intentionally or knowingly remove or disturb or cause to be removed or disturbed any archaeological, or other cultural artifacts, relics, remains, or objects of antiquity. Any such artifacts, relics, remains, or objects of antiquity constitute federally-owned property under the control of VA.
- b. In the event that a previously unidentified archaeological resource is discovered during such activities, FHD shall immediately stop all work involving subsurface disturbance in the immediate area of the resource and in the surrounding area where further subsurface resources may reasonably be expected to occur (the "Site"), and shall immediately notify VA. VA shall then, within ten (10) Business Days of such notice, obtain a Qualified Archaeologist to inspect the Site to determine whether further investigations are warranted. Following the inspection by the Qualified Archaeologist, FHD, VA and SHPO shall consult and determine, within three (3) Business Days following the completion of such inspection, whether to conduct any archaeological work that may be necessary, and if so, how such archaeological work shall be accomplished. Construction work may continue in the Project area outside the Site.
- c. If, following the inspection by the Qualified Archaeologist, VA determines that the previously unidentified archaeological resource is eligible for listing in the NRHP, VA shall submit to SHPO an assessment of the Site's eligibility and a "Treatment Plan" prepared by FHD to avoid, minimize, or mitigate any adverse effect on the resource. The Treatment Plan shall be prepared and implemented in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation. SHPO shall provide VA and FHD comments on the eligibility of the resource for listing in the NRHP and the Treatment Plan within five (5) Business Days of receipt. VA shall then take into account SHPO's comments regarding NRHP eligibility and the Treatment Plan, and provide consolidated comments to FHD. FHD shall carry out appropriate actions in accordance with the Treatment Plan. FHD may only resume work on the Site upon receipt of written notice from VA. If it is later determined by SHPO and VA that

the archaeological resource on the Site does not meet the criteria for eligibility in the NRHP (36 CFR § 60.4), FHD may resume work immediately upon receipt of written notice from VA. VA or FHD (as determined by VA in its reasonable discretion) shall provide SHPO with a written report on actions taken pursuant to the Treatment Plan within thirty (30) Calendar Days following the resumption of work on the Site.

- d. If human remains are identified on the Property by any action taken pursuant to this Agreement, VA and FHD shall consult and notify SHPO within three (3) Business Days and shall develop and implement a plan for the appropriate treatment of those remains in accordance with the Native American Graves Protection and Repatriation Act (NAGPRA) (25 USC §§ 3001 et. seq. as appropriate) and the Archaeological Resources Protection Act (ARPA) (16 USC §§ 470aa et seq.) and their respective regulations. The plan shall include provisions for in-place preservation, excavation, and analysis, in accordance with a data recovery plan approved pursuant to this Agreement, and disposition of the remains as appropriate. VA and FHD shall, in good faith, consult with the relevant parties in accordance with applicable law. VA and FHD shall then submit the plan to SHPO for review and comment prior to its implementation.
- e. If any discoveries under this Stipulation 15 will permanently impact the proposed development by FHD under the Master Plan, the Parties agree to work in accordance with the Lease to modify the Master Plan as expeditiously as possible so as to allow FHD to build the structure impacted by this Paragraph in an alternative location on the Property.

16. Professional Qualification Standards:

All preservation-related work carried out in accordance with this Agreement shall be overseen by a person or persons meeting *The Secretary of the Interior's Professional Qualification Standards* (48 FR 44716) for the appropriate discipline.

17. Reporting:

- a. Beginning on the one (1) year anniversary following the Effective Date of this Agreement, and upon every anniversary thereof during the term of this Agreement, FHD shall compile and deliver an Annual Report to SHPO and VA regarding FHD's activities taken pursuant to this Agreement, and shall include in the Annual Report a general description of exempted work accomplished in accordance with Exhibit E.
- b. The Annual Report shall contain both qualitative and quantitative data regarding the following matters, but not necessarily limited to: (1) documentation to justify the in-kind replacement vs. repair of historic fabric, (2) a description of the types and number of preservation-related projects undertaken during the prior year, including exempted work accomplished in accordance with Exhibit E, (3) a description of efforts relating to public education and outreach, (4) illustrations of projects that are contemplated for future implementation, (5) information to substantiate that SHPO/VA requirements regarding historic properties on the Property have been carried out, (6) any changes or updates to the Master Plan and (7) a description of new construction and demolition undertaken during the previous year.

- c. Any of the Parties may request an annual meeting to review the content of the Annual Report. The requesting Party shall convene the annual meeting and invite consulting parties to participate at a mutually agreeable location and time.

18. Monitoring:

FHD agrees to permit VA's representatives, agents, and employees access to and the right of entry onto the Property, subject to the rights of patients and other occupants under applicable law and conditioned upon minimizing disruption to FHD's and its permittees operations during the course of such entry, and upon the assumption by the grantee of such right of entry of liability to the Department and to FHD and its permittees for such damages as the Department or FHD or its permittees may suffer for property damaged, destroyed or rendered uninsurable as a result of such entry. Such access shall be at reasonable times and upon reasonable notice before, during and after improvement of the Property and at the Department's expense, for the purposes of monitoring, observing, making inquiries, and taking such samples of materials for testing as may be necessary in order for VA to evaluate the physical characteristics of the Property, and any other matters reasonably deemed necessary by the Department.

19. Dispute Resolution:

- a. Should any Party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, that Party may file a written objection with the other signatories.
- b. Within ten (10) Business Days of receipt of such objection, VA shall commence consultation with the objecting Party, and with other Parties as VA deems appropriate, to resolve the objection.
- c. If within thirty (30) Calendar Days of initiating such consultation VA determines that the objection and/or dispute cannot be resolved, VA will:
 - i. Forward all documentation relevant to the dispute, including VA's proposed resolution, to the ACHP. The ACHP shall provide VA with its advice on the resolution of the objection within thirty (30) Calendar Days of receiving adequate documentation. Prior to reaching a final decision on the dispute, VA 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. VA will then proceed according to its final decision.
 - ii. If the ACHP does not provide its advice regarding the dispute within the thirty (30) Calendar Day time period, VA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, VA 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.

- iii. VA'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.

20. Notice And Other Correspondence

- a. Correspondence between authorized representatives of the Parties as described in this Agreement may be in writing or via electronic means, unless otherwise required to be in writing as specified in the narrative.
- b. All written notices required or arising from the terms of this Agreement from any Party or to any Party shall be served on or mailed to that Party via the address(s) designated below. Such written notices shall be deemed to be given upon receipt via certified mail (refusal to accept delivery, and inability to make delivery because of an incorrect or outdated address provided by the intended recipient, shall constitute receipt). A Party changing its address shall promptly provide notice of the new address to the other Parties in writing.

VA:

The Department of Veterans Affairs
Office of Asset Enterprise Management (004B2)
810 Vermont Avenue, NW
Washington, DC 20420
Attn: Designated VA Representative

FHD:

Fort Howard Development, LLC
9600 North Point Road, Building 70
Ft. Howard Maryland
Attn: Timothy S. Munshell

SHPO:

Maryland Historical Trust
100 Community Place, 3rd Floor
Crownsville, MD 21032

ACHP:

Advisory Council on Historic Preservation
1100 Pennsylvania Avenue, Suite 809
Washington D.C. 20004

21. Concurring Parties:

Multiple consulting parties and concurring parties participated in the drafting of the stipulations herein, but concurring parties do not thereby obtain any rights of the Parties to this Agreement; nor are they granted any rights under the Lease.

22. Enhanced-Use Lease

VA and FHD acknowledge and agree that nothing in this Agreement shall be interpreted to amend or alter in any way the terms of the Lease, to include but not limited to Department approvals of the development plan, design plan, construction documents, and any proposed changes, revisions, modifications or amendments to the development concept.

23. Availability of Funds

This Agreement is subject to the Anti-Deficiency Act (31 U.S.C. §1341). The Department's responsibilities under this Agreement are contingent upon the availability of appropriated funds from which payment, if any, can be made. No legal liability on the part of the Department for any payment may arise until funds are made available to the Department for this Agreement and until the Designated VA Representative receives written notice of such availability.

In the event that the Department is unable to comply with any of its responsibilities under this Agreement due to lack of available funds, the Parties may request an amendment or termination pursuant to Stipulation 24.

24. Amendments and Termination:

- a. Any Party to this Agreement may request that this Agreement be amended, whereupon all Parties shall consult to consider such amendment. No amendment shall take effect until the Parties have agreed to it in writing.
- b. Should any Party to this Agreement determine that the requirements of the Agreement are not being carried out, that Party may terminate the Agreement by providing thirty (30) Calendar Days advance written notice to the other Parties, provided that the Parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.
- c. In the event of such a termination of this Agreement, VA shall notify ACHP and follow the Section 106 process (36 CFR 800.3 through 800.7) for all Federal undertakings associated either directly or indirectly with the Property or propose the development of another Agreement with the Parties. FHD shall in such event comply with the terms of the Lease.

25. Duration:

This Agreement shall continue in full force and effect only during the term of the Lease. Periodically, at least every ten (10) years following the Effective Date Of This Agreement, the

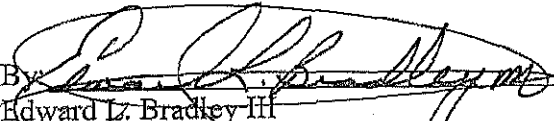
provisions of this Agreement will be reviewed and amended if necessary, subject to approval of all Parties. In the event of a termination of the Lease, and thereby this Agreement, VA shall thereafter comply with the NHPA as amended with respect to the Property.

26. Signatures

Execution of this Programmatic Agreement by the Parties and implementation of its terms evidence that VA has taken into account the effects of the undertaking on historic properties and provided the ACHP an opportunity to comment pursuant to 36 CFR Part 800, the regulations that implement Section 106 of the National Historic Preservation Act of 1966, as amended.


SIGNATURES FOLLOW ON NEXT PAGES

DEPARTMENT OF VETERANS AFFAIRS:

By 
Edward L. Bradley III
Office of Asset Enterprise Management
U.S. Department of Veterans Affairs

Date: 4/11/13

MARYLAND STATE HISTORIC PRESERVATION OFFICER:

By: 

J. Rodney Little
Director/State Historic
Preservation Officer

Date: 4-15-13

FT. HOWARD DEVELOPMENT LLC



By: _____
Timothy S. Munshell
Managing Member
Ft. Howard Development LLC

Date: 13 APR 13

ADVISORY COUNCIL ON HISTORIC PRESERVATION:

By: _____

John M. Fowler

Executive Director

Advisory Council on Historic Preservation

Date: _____

5/2/2013

CONCUR: PRESERVATION MARYLAND

By: _____
Tyler Gearhart
Executive Director
Preservation Maryland

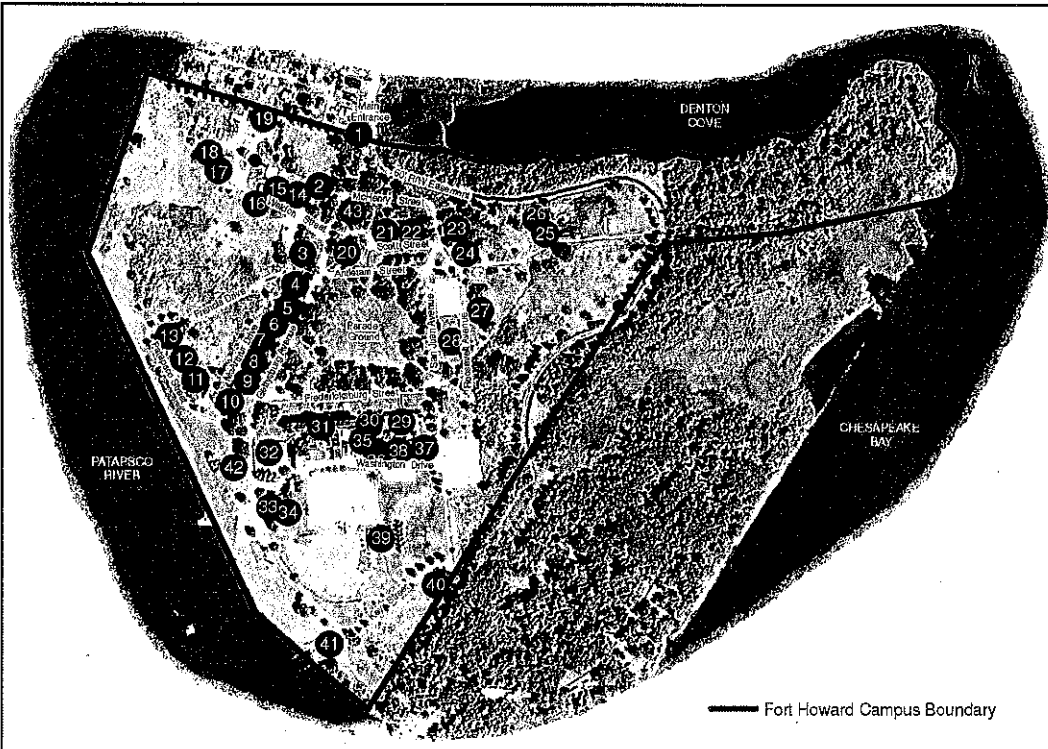
Date: _____

CONCUR: NATIONAL TRUST FOR HISTORIC PRESERVATION

By: David J. Brown
David Brown
Executive Vice President/Chief Preservation Officer
National Trust for Historic Preservation

Date: April 17, 2013

Exhibit A – Site Plan



Site Key No.	On-site Building ID No.	Previous Use
1	171	Admin Gate House
2	28	Engineering Offices
3	64	Offices/Classrooms
4	14	Quarters
5	13	Quarters
6	12	Quarters
7	11	Quarters
8	10	Quarters/Lodging House
9	9	Quarters
10	8	Quarters/Administrative Office/HQ
11	6	Quarters
12	5	Quarters/Administrative
13	3	Quarters/Duplex
14	15	Engineering Storage
15	13	Engineering Group
16	T-247	Engineering Storage
17	236	Boiler Plant
18	228	Engineering/Industrial
19	230	Engineering/Class
20	25	Training Room/Recreational Unit
21	57	Quarters/Spec Work/Hospitality
22	59	Quarters/Duplex
23	174	Theater/Storage
24	22	Sanitary/Storage/Administration
25	T-243	Maintenance Storage/Shop
26	150	Maintenance Storage Building
27	43	Gymnasium/Warehouse/Administrative
28	8	Medical Office Space
29	41	Administrative/Classroom/Training Education
30	A	Multi-Purpose Building
31	228	Hospital
32	T-245	Eye Clinic/Resident's Storage
33	27	Supply Warehouse/Storage
34	T-240	Supply Warehouse/Storage
35	T-244	Biomedical Engineering
36	T-245	Medical Warehouse
37	63	Canteen
38	214	Emergency Generator
39	44	Equipment Shop/Storage
40	10	Open-side Pier Shed
41	-	Open-side Pier Shed
42	-	Open-side Pier Shed
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99	C	Outpatient Clinic



Fort Howard VA Medical Center

Exhibit B – Guiding Principles for New Construction

The designated historic district is significant as a *collective whole* and must be considered as such, and protected in its entirety. All new construction within the Fort Howard Historic District must meet the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68). New construction is considered to be any new building or structure constructed within the Property. The design of new construction within the Property will be based two concepts – compatibility and harmonious contrast. The design of a new building will start with a detailed understanding of the character-defining elements of the existing historic buildings, structures, landscapes, view sheds and other historically and architecturally important features of the Property, gained through an analysis of how architectural design principals were used to create the existing environment. The new construction should build upon the story of the district through its design, landscape, and associated interpretive displays. The new buildings should be identifiable as being of their period of construction; however, they should not be so differentiated that they detract from or visually compete with their historic neighbors. Within historic districts, compatibility is more important than differentiation. De-emphasizing differentiation and prioritizing compatibility would allow historic buildings and districts to grow and change in accordance with their historic patterns and styles, thereby assuring a continuity of character through time. No differentiation should be made that would result in an incongruous appearance or a ruptured integrity.

When the harbor defenses of the United States were modernized in 1890-1910, the Quartermaster Corps sited, designed and constructed most of the non-tactical structures – barracks, officer's quarters, administration buildings and other structures. The quartermasters created a landscape plan to utilize the land efficiently while at the same time creating an aesthetically attractive post laid out in traditional patterns. The center of the non-tactical area of a coast artillery fort was the parade ground. Officer's quarters were sited on one side of the parade ground, while barracks were placed on the other side. Originally laid out as dirt roads, the existing road network of the site is mostly original to its historic layout from 1898.

1. LOCATION

The location of new construction is critical to its compatibility with the existing historic buildings and structures within the Property. This is particularly important for new construction located surrounding the Parade Ground. In addition the locational relationship of new construction to each other is important in retaining the overall character of the historic context.

- a. Locate new construction along existing and historic view corridors so that it maintains the same setbacks as neighboring historic buildings, structures and elements.
- b. Locate new construction within the site so that it respects the spacing between neighboring historic buildings.

2. ORIENTATION

The orientation of a building is primarily determined by its principal façade, principal entry and roof form. The building's orientation to the street grid is an important character-defining feature.

- a. Orient new construction so that it is compatible with its neighboring historic buildings.
- b. Orient new construction so that it reinforces existing and historic view corridors.

3. SCALE

Scale is the relative or apparent size of a building or structure. Scale is achieved through careful design of building elements, such as windows, doors, details, ornamentation and other features, as well as the size and texture of materials.

- a. Base the scale of new construction on the scale of the neighboring historic buildings.

4. PROPORTION

Proportion is the relation of building elements to each other and to the façades of the building or structure as a whole.

- a. Base proportion in the facades of new construction on the proportions of the facades of neighboring historic buildings.

5. RHYTHM

The spacing and repetition of openings in the façade elements, such as entries, roof shapes, cornices, windows and doors, give a façade its rhythm. The regularly spaced windows on building facades are character-defining.

- a. Base the rhythm of facades of new construction on the façade rhythms of neighboring historic buildings. Maintain the typical ratio of solids to voids with respect to windows and walls. Avoid introducing incompatible façade patterns that upset the rhythm of openings established in historic structures.

6. MASSING AND COMPOSITION

A building's massing and composition is derived from the overall size and bulk of its façades and its relationship to its surroundings.

- a. Base the massing and composition of facades of new construction on the massing and composition of neighboring historic buildings.

7. HEIGHT

The similarity of height of the existing buildings within the Property significantly contributes to its overall character. The design of a building or structure that will be taller than its historic neighbors poses a particular challenge to its designer to make it compatible. Similarly, designing buildings that are substantially shorter than neighboring historic buildings challenges their designers in making them compatible.

- a. Reduce the perceived height of new construction through careful application of proportion, scale, rhythm, setbacks, stepping, and other design principals in the design of new buildings and structures.

8. MATERIALS

Exterior materials used for facades, windows, doors, cornices, sloped roofs, chimneys, and other elements of the historic buildings contribute significantly to the character of the individual buildings as well as the historic setting as a whole. Their size, scale, texture, finish, reflectivity, and color are as important to defining that character as the type of material used. While there is a range of exterior materials found at Fort Howard, the most prominent are brick and clapboard for facades, slate shingles for roofs, wood for windows, window surrounds and porches, wood for cornices and stone for sills and heads in masonry walls.

- a. Use exterior materials for new construction that are compatible in size, scale, texture, finish, reflectivity, and color to the exterior materials found on the exteriors of the historic buildings.
- b. The following materials are prohibited for use and include: EIFS (Exterior Insulation Finish System), vinyl or aluminum siding or trim.

9. WINDOWS AND DOORS

The spacing of doors and windows, their height and width, materials, and other visual characteristics, contribute significantly to the character of the historic buildings.

- a. New construction should have shadows and depths of window and door openings that are compatible with the neighboring historic buildings.

10. ROOF SHAPES AND CORNICES

Sloped roofs and cornices, along with chimneys, serve as visual caps to a number of historic buildings on the Property. Sloped roofs are typically covered with slate. Cornices in the district tend to be prominent with restrained details and ornamentation.

- a. Design roof shapes and cornices for new construction that respect the roof shapes and cornices of neighboring historic buildings.
- b. It is not recommended to introduce new roof shapes that are incompatible with the roof shapes of neighboring historic buildings.

- c. Modern roof projections such as elevator and mechanical equipment, communication equipment and the like shall be located so as not to be seen from public roads and walkways.

11. PLANTINGS AND OPEN SPACES

The existing plantings consist primarily of open lawns and mature trees on the parade grounds and along the major road patterns.

- a. Identify, retain and preserve existing plantings and open spaces to defining the overall character of the historic landscape.
- b. Maintain the natural landscape in good condition.
- c. Design and install new landscaping that respects the design of the existing landscape.
- d. Design and install plantings that respect the view corridors.

12. ROADS, DRIVEWAYS, PATHS AND PARKING

Existing roadways, driveways and paths are utilitarian in nature. While adequate when they were designed, they no longer meet acceptable standards. New roadways, driveways and paths should be developed in response to new uses, accommodate a variety of vehicle classes, improved vehicular and pedestrian access, and promote pedestrian safety. In doing so, new roads, driveways and paths must respect, and be compatible with, the existing alignments, character, and feeling of the historic vehicular and pedestrian circulation systems.

- a. Identify, retain and preserve existing historic road, driveway and path alignments.
- b. Locate and design new roads, driveways and paths so they are compatible with existing historic roads, driveways and paths.
- c. Locate and design new parking and service areas to be as unobtrusive as possible.

13. UTILITIES

- a. Locate and screen transmission, receiving, mechanical and other roof- or ground-mounted equipment so they cannot be seen from public roads and walkways.

Exhibit C – MASTER PLAN

The redevelopment of the Property has been planned and designed to preserve and enhance the history of Fort Howard for generations to come. The development respects the overall historic site plan and involves the rehabilitation and adaptive re-use of most of the existing buildings. The planned construction of new buildings is organized around the historic site plan, anchored by the centrally located Parade Ground that will remain appropriately as open space.

The design of all new buildings will be based on design principles that will complement the historic context and assure a consistent a sensitive design attitude throughout the community.

This campus will be redeveloped in a multi-phased project over the next seven to ten years (Please see the Preliminary Construction and Development Schedule on the following pages) into a thriving, multi-faceted environment that meets the residential and community needs of America's senior veteran citizens. This continuum of care setting will respect and preserve the rich history of the Fort Howard campus and ensure that its residents are able to live with dignity as they age in place.

This new development will provide a full spectrum of senior care and housing, including active adult living, independent living, assisted living and skilled nursing care. These housing options are being offered first to United States veterans (of any age) and then to non-veteran seniors, on a space-available basis. When completed, the Landing at Fort Howard will serve as a national model for better meeting the needs of America's aging veteran population.

This unique community will offer a range of housing options and amenities through the revitalization of this historic, yet underused, site for both residents and the surrounding community. Residents and the community will enjoy various dining options, a recreation and wellness center, a new VA outpatient clinic, educational opportunities and outdoor recreational opportunities. A thriving town center will provide shopping and amenities, all within walking distance.

The overall community design theme will preserve and enhance the history of the site, the local waterfront environment, the surrounding community, and provide an active lifestyle for the residents.

The design will have a strong sense of place that recognizes the history of the site, provides access and connections to outdoor spaces and incorporates community-gathering places. The scale, character and placement of each new structure are critical and will be fully integrated to celebrate and complement the historic context.

The design will provide for vitality, comfort and dignity for individuals aging in place. Amenities will be available for a variety of age groups and be welcoming to family and community members. There will be convenient access to healthcare, wellness resources and recreational facilities.

The Property also contains a parcel of ten contiguous acres of land to be utilized for the

development and construction of a Maryland State Nursing Home. If within 36 months the State of Maryland concludes that a State owned and operated nursing home is not feasible for any reason, then the parcel of land is to be included in the Property. The parcel can be seen outlined in red in the Site Plan and Illustrative Concept.

The information on the following pages provides additional detail regarding the Master Plan concept for the Property and includes:

1. Site Plan and Illustrative Concept
2. Master Building Data
3. Preliminary Construction and Development Schedule



EDSA

KCI

potterillar architects

January 8, 2013

Fort Howard
Appendix F - Site Plan

Exhibit D

Existing Building Retention/Study/Demolition Schedule

<i>Bldg. #</i>	<i>Historic Function</i>	<i>Date</i>	<i>Proposed Function</i>	<i>G.S.F</i>	<i>Status</i>
3	Officer's Quarters	1901	Duplex Residence	4,000-sf	Destroyed
5	Officer's Quarters	1906	Duplex Residence	3,752 sf	RETAIN
6	Officer's Quarters	1902	Duplex Residence	3,088 sf	RETAIN
8	Officer's Quarters	1902	Duplex Residence	4,476 sf	RETAIN
9	Officer's Quarters	1901	Duplex Residence	2,688 sf	RETAIN
10	Officer's Quarters	1901	Duplex Residence	2,688 sf	RETAIN
11	Officer's Quarters	1901	Duplex Residence	2,688 sf	RETAIN
12	Officer's Quarters	1901	Duplex Residence	2,688 sf	RETAIN
13	Officer's Quarters	1901	Duplex Residence	2,688 sf	RETAIN
14	Officer's Quarters	1901	Duplex Residence	2,688 sf	RETAIN
15	Pump House	1901/ 1926		5,650 sf	DEMOLISH
16	Coal Storage Shed	1905		2,750 sf	DEMOLISH
37	Quartermaster Storehouse	1903	Community Center	7,000 sf	RETAIN
43	Post Exchange & Gym	1906	Gym & Fitness Center	7,400 sf	RETAIN
44	Torpedo Storehouse	1903		2,855 sf	STUDY
51	Post Hospital	1933	Medical Offices	19,120 sf	RETAIN
57	NCO Quarters	1910	Duplex Residence	3,180 sf	RETAIN
59	NCO Quarters	1910	Duplex Residence	3,180 sf	RETAIN
61	Barracks Building	1910	Medical Offices	19,660 sf	RETAIN
63	Canteen	1911		4,028 sf	DEMOLISH
64	Officers Quarters Quad	1911	Leasing/Sales Center	11,200 sf	RETAIN
68	Guard House	1911	Retail	3,080 sf	RETAIN
70	Bakery	1912	Community Center	2,520	RETAIN
156	Maintenance Building	1925		sf	DEMOLISH
171	Main Gate	1932	Community Gate	250 sf	RETAIN
174	War Department Theater	1933	Theater/Museum	5,840 sf	RETAIN
225	Main Hospital	1943	Hotel	104,708 sf	RETAIN
225A	Hospital Annex	1990		12,033 sf	DEMOLISH
226	Boiler Plant	1943		8,360 sf	DEMOLISH
230	Station Garage Building	1945		4,590 sf	DEMOLISH
249	SARP	1992		8,272 sf	DEMOLISH
T-237		1988		2,042 sf	DEMOLISH
T-239		1992		2,550 sf	DEMOLISH
T-240		1991		2,179 sf	DEMOLISH
T-244	Supply Warehouse Q.H.*	1946		1,310 sf	DEMOLISH
T-245	Medical Theater Q.H.*	1947		2, 731 sf	DEMOLISH
T-247	Quonset Hut.	1947		1,160 sf	DEMOLISH

Exhibit E

ACTIVITIES THAT DO NOT REQUIRE FURTHER REVIEW

In accordance with the Programmatic Agreement among the Department of Veterans Affairs (“VA”), the Ft. Howard Development LLC (“FHD”), the Maryland State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (“ACHP”), the following activities (to be reported in the Annual Report) have been determined by a Qualified Architectural Historian or Qualified Historical Architect to constitute “no effect” or “no adverse effect” on historic properties and, therefore, warrant no further review by the SHPO, the VA or the ACHP:

1. IN GENERAL:

- a. Maintenance – This category includes only those projects which are used to protect the physical structure of the property and to assure proper functioning of its equipment. *The Secretary of the Interior’s Standards for Rehabilitation*, applicable *Preservation Briefs* and all other relevant technical guidance from the National Park Service will be consulted to plan and implement these projects.
- b. Repair and In-Kind Replacement – *The Secretary of the Interior’s Standards for Rehabilitation* require that historic fabric be repaired rather than replaced unless the existing historic fabric is deteriorated beyond repair. If the existing historic fabric is deteriorated beyond repair, the *Standards* require that it be replaced “in-kind” (i.e., using new fabric that is identical in size, shape, color, materials, design, configuration texture and composition to the historic fabric). Projects involving the in-kind replacement of less than approximately 25% of the historic fabric of any given feature will not require further review by the SHPO or the VA provided that it can be documented that the historic fabric to be replaced is deteriorated beyond repair. Complete replacement of an entire historic feature must be coordinated with the SHPO and the VA.
- c. Minor Interior Renovation – This category includes only those projects that do not alter the original floor plan, result in significant damage to interior historic fabric (e.g. baseboards, trim, plaster, fireplaces, paneling, flooring, doors, light fixtures and hardware as well as decorative materials including stenciling, marbling and graining) or introduce new elements that would visually impact character-defining interior spaces. Examples of these types of projects include painting, wallpapering, door renovations, and/or ceiling work.
- d. Landscape-Related – This category includes only those projects which affect the earth and plantings located on the property. This category will include projects which add vegetation to the property but not those that remove significant amounts of live growth. Landscape projects on or immediately adjacent to the historic parade ground are not included in this category as they will require further review by the SHPO and the VA.

2. SITE MODIFICATIONS:

- a. The construction of utility, water and sewer and roads projects through previously disturbed utility corridors.
- b. Repair of roads, driveways, curbing and walkways following the existing or historic configuration and using limited in-kind or historically documented replacement materials.
- c. Repair of fences which follow the existing or historic configuration and design and are constructed with limited in-kind or historically documented replacement materials.
- d. Site clean-up, including trimming trees or other plantings provided that such activity does not change the characteristic size or shape of the tree or planting. Limited replacement of dead trees or other dead plantings with in-kind species in accordance with any planting plan that has been approved by the SHPO and the VA.
- e. Infilling abandoned wells, and shafts when the infilling does not remove or destroy supporting walls or character defining elements. The feature can be in filled but not obliterated. Structural characteristics such as well houses and support walls will be preserved.
- f. Installation, removal, repair or replacement of utility poles, street and parking lighting.
- g. Repair and maintenance of swimming pools, outdoor playgrounds, athletic equipment, and related recreational items.

3. WEATHERIZING AND ENERGY CONSERVATION:

- a. Installation of insulation in the attic, basement, crawl space, beneath floors and around pipes and ducts in such cases where the installation can be accomplished without permanent visual changes to the character defining features of the exterior or interior. This exclusion does not include urea formaldehyde or other materials that induce or introduce moisture into a building.
- b. Application of caulk around windows and doors in a color that is compatible with the existing finishes.
- c. Repair of gutters and downspouts.
- d. In-kind replacement of window glass as long as replacement does not alter exterior appearance or existing window glazing rabbets...
- e. Installation of interior storm windows in accordance with *Preservation Brief No. 3: Conserving Energy in Historic Buildings* and other applicable technical guidance from the National Park Service.

- f. Repair or limited in-kind replacement of historic awnings.
- g. Insulating window treatments, such as installation of insulated shades and blinds if the installation does not detract from the significant visual qualities of the building.
- h. Installing water heater tank insulated blankets.
- i. Installing wood or raw aluminum storm windows which are painted to match window sash. Enameled aluminum storm windows and doors are acceptable provided that these items match the size and configuration of the historic window or door and do not detract from the appearance of the building.

4. **EXTERIOR AND INTERIOR REPAIRS:**

- a. Repair or limited in-kind replacement of deteriorated windows and other historic features when it can be documented that the existing historic windows are deteriorated beyond repair.
- b. Removal of deteriorated paint and preparation of the exterior surfaces in accordance with *Preservation Brief No. 10: Exterior Paint Problems on Historic Woodwork*; *Preservation Brief No. 37: Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing* and other applicable technical guidance from the National Park Service.
- c. Cleaning masonry surfaces in accordance with *Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings* and other applicable technical guidance from the National Park Service.
- d. Repointing with mortar which matches the original in strength, composition, color, texture and duplicates the rake and other joints which define the existing historic characteristics and in accordance with *Preservation Brief No. 2: Repointing Mortar Joints in Historic Masonry Buildings* and other applicable technical guidance from the National Park Service.
- e. Floor refinishing and replacement of non-historic flooring material.
- f. Repair or limited in-kind replacement of exterior or interior stairs following the existing or historic configuration.
- g. Installation of grab bars and minor modifications for handicap accessibility including but not limited to temporary wooden ramps to one entrance of a given structure.
- h. Repair or limited in-kind replacement of roofing material in accordance with *Preservation Brief No. 4: Roofing for Historic Buildings* and other applicable technical guidance from the National Park Service.
- i. Installation of security devices including dead bolts, door locks, window latches and door peepholes.

5. MECHANICAL AND ELECTRICAL REPAIRS:

- a. Repair of existing mechanical or electrical systems if no alterations of character defining features are required in the work plan and the work follows existing pathways.
- b. Electrical work which is limited to upgrading or in-kind replacement. If possible, the work will reuse and rewire historic light fixtures.
- c. Plumbing work which is limited to upgrading or in-kind replacement and, in the case of new plumbing, provided that the work is situated within existing stud and joist cavities.
- d. Installation of fire or smoke detectors.
- e. Installation of mechanical equipment that does not significantly affect the exterior of the building (i.e., destroy historic fabric), is not visible from "street level," or does not require installation of new duct work in the interior.
- f. Removal of window air conditioning units.
- g. Cleaning and in-kind repair of chimney and flues.