

PROGRAMMATIC AGREEMENT

among

UNITED STATES ARMY,
ALABAMA STATE HISTORIC PRESERVATION OFFICER,
and ADVISORY COUNCIL ON HISTORIC PRESERVATION

for the

Closure and Disposal of FORT MCCLELLAN, ALABAMA

1998

Whereas the United States Army (Army) is responsible for implementation of applicable provisions of the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510) as amended, and is proceeding with the closure of Fort McClellan, Alabama, and consequent disposal of excess and surplus property in a manner consistent with the requirements of the applicable Defense Base Closure and Realignment Commission recommendation; and

Whereas the Army has determined that leasing, licensing, and/or disposal of all or portions of Fort McClellan, in Alabama, may have an effect upon historic properties that have been designated as in, or eligible for listing in, the National Register of Historic Places (Register), and has consulted with the Alabama State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 C.F.R. Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470(f), Section 110(f) of the same Act (16 U.S.C. Section 470h-2[f]), and Section 111 of the same Act (16 U.S.C. Section 470h-3); and

Whereas historic properties at Fort McClellan are at this time known to include properties listed in Attachment A; and

Whereas the Army has completed some historical and archival investigations, surveys of historic structures, and archeological surveys which support disposal of the BRAC property, and these are listed in Attachment B; and

Whereas the Army will complete all additional inventory and evaluation investigations in consultation with the SHPO prior to the disposal of excess property; and

Whereas interested members of the public, including the Fort McClellan Development Commission, Anniston Historical Preservation Commission, Muscogee (Creek) Nation of Oklahoma, Thlopthlocco Tribal Town, the Southeastern Inter-Tribal Ketchematah Nation, and Native Americans, have been provided opportunities to comment on the effects this base closure may have on historic properties at Fort McClellan through public hearings, consultation meetings, and other means; and

Whereas in carrying out the disposal of excess and surplus property the Army will comply with all applicable laws and regulations, including 36 C.F.R. Part 79, Curation of Federally-Owned and Administered Archeological Collections;

NOW, THEREFORE, the Army, the SHPO, and the Council agree that the undertaking described above shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

STIPULATIONS - The Army will ensure that the following measures are carried out:

I. Identification and Evaluation

A. Archeological Inventory

1. Considerable archeological inventory has been completed at Fort McClellan, but not all of the property to be disposed has been subject to complete inventory. The property to be disposed of is located in the Main Post section of Fort McClellan. The Army will complete archeological inventory for the property to be disposed of, that has not been surveyed previously, at two levels of intensity: 1. Low Intensity Archeological survey will be carried out in portions of the disposal property subject to previous disturbance by development activity, including the cantonment area; 2. High Intensity Archeological survey will be completed in other portions of the disposal property that have not been developed, or that have been affected only by training activities.

2. All archeological inventories will be conducted by, or under the supervision of a qualified archeologist as defined by 36 CFR Part 61.

3. The Alabama Historical Commission's Policy for Archeological Survey and Testing will be followed.

4. The Army will consult with the Alabama SHPO to determine those archeological sites that will be considered eligible to the Register.

B. Inventory of Historic Structures

Inventory of historic structures built prior to World War II is complete. Additional inventory of permanent structures built during World War II (1941 to 1945) and structures built during the "Cold War Era" (1946 to 1989) is underway and any structures built during these periods that are found to be eligible to the National Register of Historic Places, in consultation with the Alabama SHPO will be treated consistent with the terms of this agreement.

II. Caretaker Maintenance of Historic Properties

The Army will ensure the provision of caretaker building maintenance, security, and fire protection pending the transfer, lease, or sale of historic properties at Fort McClellan. These caretaker activities shall be conducted in accordance with Public Works Bulletin 420-10-08 (17 March 1993), Facilities Operation, Maintenance, and Repair Guidance for Base Realignment and Closing Installations (and subsequent revisions). The Army will ensure the protection of archeological sites on, or eligible for inclusion on the National Register, in accordance with the "Interim Maintenance Plan for Repairs and Maintenance to Historic Structures and their surrounding Environment," dated October 14, 1994, and "An Historic Preservation Plan for Fort McClellan, Alabama," dated September 13, 1994.

III. Licenses and Leases

Licenses or leases, to other than federal agencies, of historic properties will include language provided in Attachment C of this agreement as appropriate. Any modifications to licensed or leased structures eligible to the National Register will be reported in the Annual Status Report, to be provided as required in Stipulation VII of this Programmatic Agreement (PA).

IV. Disposal of Fort McClellan Properties

A. Transfer of Real Property That Does Not Contain Historic Properties

In leasing or disposing of real property and improvements--for which identification and evaluation have been completed in consultation with the SHPO--that do not contain historic properties, any portion of a historic property, archeological site, or any portion of an archeological site, no further action is necessary under this agreement. The Army will, however, notify the SHPO that such a transfer has been completed.

B. Assignments to Other Federal Agencies

In assigning historic or archeological-site properties directly to another Federal agency by a transfer authority such as The Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. Section 471 et seq.), the receiving federal agency will be deemed responsible for compliance with 36 C.F.R. Part 800 and any other applicable state or federal laws and regulations with respect to the maintenance and disposal of these properties. The Army will notify the SHPO and Council in writing of each federal agency that has requested and been assigned such property.

C. Public Benefit Conveyances to Non-Federal Recipients

In disposing of historic or archeological-site property(ies) directly to a non-federal recipient--at the request of a sponsoring federal agency, and pursuant to the Public Benefit

Conveyance authorities contained in the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. Section 471 et seq.), and other applicable authorities-- appropriate preservation covenants (found at Attachments D and E) will be incorporated in the transfer instrument(s). The Army will notify the SHPO and Council in writing of each such transfer of historic and/or archeological-site property.

D. Economic Development Conveyances to LRA

In disposing of historic or archeological-site property(ies) to a Local Redevelopment Authority (LRA) pursuant to the Economic Development Conveyance authority contained in the Defense Base Closure and Realignment Act of 1990 (Public Law 101-510, as amended), appropriate preservation covenants (found at Attachments D and E) will be incorporated in the transfer instrument(s). The Army will notify the SHPO and Council in writing of each such transfer of historic and/or archeological-site property.

E. Competitive Sales

In disposing of historic properties via a competitive sale transfer authority, the Army's bid solicitation will contain the following information:

1. Information on the property's historic, archeological, and/or architectural significance, identifying elements, or other characteristics of the property that should be given special consideration in planning;

2. Information on financial incentives for rehabilitation of historic structures;

3. Information indicating that appropriate preservation covenants will be incorporated in the instrument transferring title to the property, and that these covenants will be substantively identical to those contained in Attachments D and/or E of this agreement (as appropriate), unless modifications are authorized pursuant to the process described in paragraph IV. G, below, and as required to accord the covenants with state law.

In developing the above information for inclusion in its initial bid solicitation document, the Army will solicit the advice and assistance of the SHPO. The Army need not solicit such advice and assistance in preparing subsequent solicitation documents, unless such documents contain historic properties information that differs materially from that included in the initial solicitation document. The Army will notify the SHPO and Council in writing of each such transfer of historic and/or archeological-site property.

F. Negotiated Sales

In disposing of historic properties via a negotiated sale transfer authority, the Army will provide a written document ("negotiation document") to the negotiating party that sets forth the same information described in subparagraphs IV. E (1), (2), and (3) above. In developing this information for inclusion in the negotiation document to be provided to the initial negotiating party, the Army will solicit the advice and assistance of the SHPO. The Army need not solicit such advice and assistance in preparing negotiation documents for subsequent negotiating parties, unless such documents contain historic properties information that differs materially from that included in the document provided to the initial negotiating party. The Army will notify the SHPO and Council in writing of each such transfer of historic and/or archeological-site property.

G. Covenant Modification to Facilitate Transfer

If the Army cannot transfer the property or properties that contain historic structures pursuant to the provisions set forth in paragraphs IV. C, D, E, and F above, then the Army will consult with the SHPO, the ACHP, and (with respect to transfers pursuant to paragraphs IV. C, D, and F) the prospective transferee(s) to determine appropriate modifications to the preservation covenants contained in Attachments D and/or E that are necessary in order to complete transfer of the property(ies) within established disposal timelines. Such modifications shall be limited to those that are reasonably necessary in order to effect transfer of, or effectively market, the concerned property within established timelines.

V. Environmental Remediation

A. The Fort McClellan Environmental Baseline Survey describes the environmental and ordnance and explosive contamination that may require some type of remediation or removal action. The remediation and removal actions will be conducted in accordance with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Proposed remediation testing and plans will be coordinated between the Fort McClellan Garrison/Transition Activity and the Fort McClellan BRAC Environmental Coordinator (BEC) to identify any effects to historic properties, known or yet to be discovered. If the Army determines that historic properties will be affected by a proposed remediation plan, the Army will consult with the SHPO to determine what steps should be taken, if any, with respect to those effects.

B. Proposed remediation testing and plans that the Army determines may affect historic properties will be submitted to the SHPO for review and comment in accordance with the following procedures:

1. Proposed remediation testing and plans or supplemental documentation furnished by the Army will provide descriptions of any potential conflicts between remediation and preservation of historic properties;

2. In situations where the Army determines that there is an immediate threat to human health, safety, or the environment, and that remediation must proceed without first taking steps to preserve historic properties, notice will be given to the SHPO as soon as possible and the Army's reasons for determining that there is an immediate threat will be fully described;

3. In situations where the Army determines that there is not an immediate threat to human health, safety, or the environment, and that implementation of its proposed remediation plan will result in the demolition or substantial alteration of any historic property, then the Army shall either modify its remediation plan to avoid the adverse effect or implement data recovery and/or recordation in consultation with the SHPO, taking into account health and safety constraints inherent in properties containing hazardous materials, resource availability, and any other relevant constraints.

VI. Anti-Deficiency Act

The stipulations of this agreement are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs the Army's ability to implement the stipulations of this agreement, the Army will consult in accordance with the amendment and termination procedures found at Sections IX. and X. of this agreement.

VII. Status Reports

Until such time as all Fort McClellan historic and/or archeological-site properties have been transferred from Army control in accordance with the terms of this agreement, the Army will provide an annual status report to the Council and SHPO to review implementation of the terms of this agreement and to determine whether amendments are needed. If amendments are needed, the signatories to this agreement will consult, in accordance with Stipulation VIII. of this agreement, to make such revisions.

VIII. Dispute Resolution

A. Should the SHPO and/or the Council object within thirty (30) days to any plans or other documents provided by the Army or others for review pursuant to this agreement, or to any actions proposed or initiated by the Army pursuant to this agreement, the Army shall consult with the objecting party to resolve the objection. If the Army determines that the objection cannot be resolved, the Army shall forward all documentation relevant to the dispute to the Council. Within thirty (30) days after receipt of all pertinent documentation, the Council will either:

1. Provide the Army with recommendations, which the Army will take into account in reaching a final decision regarding the dispute; or

2. Notify the Army that it will comment pursuant to 36 C.F.R. 800.6(b), and proceed to comment. Any Council comment will be taken into account by the Army in accordance with 36 C.F.R. 800.6(c)(2) with reference to the subject of the dispute.

B. Any recommendations or comment provided by the Council pursuant to Stipulation VII. A above will pertain only to the subject of the dispute; the Army's responsibility to carry out all other actions under this agreement that are not the subjects of the dispute will remain unchanged.

C. At any time during implementation of the measures stipulated in this agreement by the Army, if an objection to any such measure or its manner of implementation is raised by interested persons, then the Army shall consider the objection and take the objection into account and consult, as appropriate, with the objecting party, the SHPO, and the Council to attempt to resolve the objection.

IX. Amendments

A. The Army, the SHPO, and/or Council may request that this PA be revised, whereby the parties will consult to consider whether such revision is necessary.


B. If it is determined that revisions to this PA are necessary, then the Army, the Council, and the SHPO shall consult pursuant to 36 C.F.R. Part 800.13, as appropriate, to make such revisions. The Army will prepare the language for any proposed revisions and submit it to the Council and the SHPO for their review. Reviewing parties must comment on, or signify their acceptance of, the proposed changes to the PA in writing within thirty (30) days of their receipt.

X. Termination of Agreement

A. The Army, the SHPO, and/or Council may terminate this PA by providing thirty (30) days written notice to the other signatory parties. During the period after notification and prior to termination, the Army, the Council, and the SHPO will consult to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the Army will comply with 36 C.F.R. 800.4 through 800.6 with regard to individual undertakings associated with the BRAC disposal action.

B. Execution and implementation of this PA evidences that the Army has afforded the Council a reasonable opportunity to comment on the closure and disposal of excess and surplus property at Fort McClellan, and that the Army has taken into account the effects of the undertaking on historic properties. Execution and compliance with this programmatic agreement fulfills the Army's Section 106 responsibilities regarding the closure and disposal of Fort McClellan.

DEPARTMENT OF THE ARMY

By: 
CHARLES W. THOMAS
Major General, U.S. Army
Chief of Staff
U.S. Army Training and Doctrine Command


Date: *7 Aug 98*

ALABAMA STATE HISTORIC PRESERVATION OFFICER

By: 
ELIZABETH ANN BROWN
Deputy Alabama State Historic Preservation Officer

Date: *July 8, 1998*

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: 
John M. Fowler
Executive Director
Advisory Council on Historic Preservation

Date: *4/12/98*

Concur: _____ Date: _____

ROBERT H. RICHARDSON
Executive Director
Fort McClellan Development Commission

ATTACHMENT A

Fort McClellan, Alabama
Historic Properties on or Eligible for
the National Register of Historic Places,
with accompanying maps

Post Headquarters District, Fort McClellan, Alabama

Structure Number	Constr. Date	Contrib/ Non Con	Structure Name	District Subdivision	QM plan
1	1930	Con	Post Commanding Officers Quarters	Commissioned Officers' Housing	625-362
2	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
3	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
4	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
5	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
6	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
7	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
8	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
9	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
10	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
11	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
12	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
13	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
14	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
15	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
16	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
17	1936	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-4360
18	1936	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-4360
19	1936	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-4360
20	1936	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-4360
181	1936	Con	Garage	Commissioned Officers' Housing	634-140
182	1936	Con	Garage	Commissioned Officers' Housing	634-140
183	1936	Con	Garage	Commissioned Officers' Housing	634-140
185	1936	Con	Garage	Commissioned Officers' Housing	634-140
186	1936	Con	Garage	Commissioned Officers' Housing	634-140

Programmatic Agreement, Fort McClellan, Alabama

187	1936	Con	Garage	Commissioned Officers' Housing	634-140
-----	------	-----	--------	--------------------------------	---------

Post Headquarters District, Fort McClellan, Alabama
(continued)

Structure Number	Constr. Date	Contrib/Non Con	Structure Name	District Subdivision	QM plan
188	1936	Con	Garage	Commissioned Officers' Housing	634-140
189	1936	Con	Garage	Commissioned Officers' Housing	634-140
190	1936	Con	Garage	Commissioned Officers' Housing	634-140
51	1936	Con	Bachelor Officers' Quarters	Commissioned Officers' Housing	6119-600 to 620
81	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
82	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
83	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
84	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
85	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
86	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
87	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
88	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
89	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
90	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
102	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
103	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
104	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
105	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595

Post Headquarters District, Fort McClellan, Alabama
(continued)

Structure Number	Constr. Date	Contrib/ Non Con	Structure Name	District Subdivision	QM plan
106	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
107	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
196	1936	Con	Garage	Non-Commissioned Officers' (NCO) Housing	634-140
197	1936	Con	Garage	Non-Commissioned Officers' (NCO) Housing	634-140
198	1936	Con	Garage	Non-Commissioned Officers' (NCO) Housing	634-140
61	1934	Con	Post Headquarters	Administration	6119-109 and 6119-530 to 538
67	1936	Con	Silver Chapel	Administration	6119-689 to 697
63	1931	Con	Provost Marshal Administration Building	Administration	6119-429 to 447
65	1936	Con	Administration General Purpose Building	Administration	6119-800-809
141 A, B, C	1937	Con	Enlisted Men's Barracks (Stanley Barracks)	The Quadrangle Grouping	6119-700-746
142	1930	Con	Enlisted Men's Barracks (Frederic Barracks)	The Quadrangle Grouping	621-297-725
144	1930	Con	Automatic Data Processing	The Quadrangle Grouping	621-297-725
143	1930	Con	Enlisted Men's Barracks (Wikoff Barrack)	The Quadrangle Grouping	621-297-725
161	1936	Con	Theater (Hutchinson Hall)	na	6119-630-654
162	1936	Con	Administration Building (Koehler Hall)	na	6119-630-654
163	1936	Con	Administration General Purpose (Schou Hall)	na	6119-630-654
69	1936	Con	Fire Station Building	na	634-330-343
170	1937	Con	Band Stand	na	NA
184	1932	Non	Vehicle Registration Building	misc.	NA
66	1941	Non	Child Support Service Center	misc.	NA
21-30	1957	Non	Housing	na	NA
54	1958	Non	Bath House	na	NA
56	1958	Non	Outdoor Swimming Pool Building	na	NA

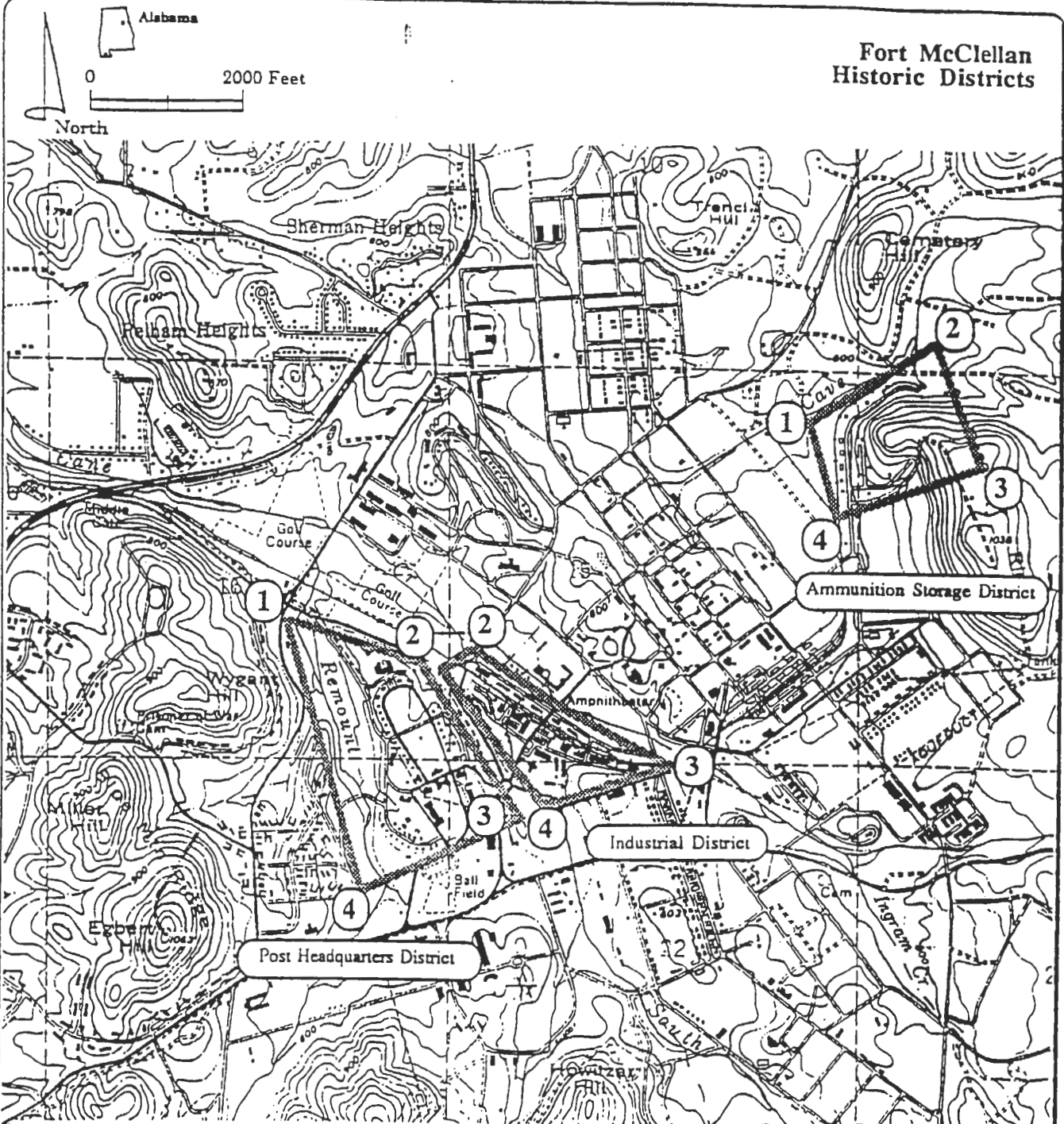
Industrial District, Fort McClellan, Alabama

Structure Number	Construction Date	Contrib/ Non Con	Structure Name	District Subdivision	QM plan
241	1937	Con	Administration/Warehouse Building	Admin. Bldgs.	6119-760 to 782 and 6119-140 to 146
241A	1937	Con	Administration/Warehouse Building	Admin. Bldgs.	6119-760 to 782 and 6119-140 to 146
241B	1937	Con	Administration/Warehouse Building	Admin. Bldgs.	6119-760 to 782 and 6119-140 to 146
234	1936	Con	Vehicle Maintenance Building	Motor Pool Bldgs.	634-350 to 355
237	1936	Con	Vehicle Storage Building	Motor Pool Bldgs.	677-120 to 125
238	1936	Con	Vehicle Storage Building	Motor Pool Bldgs.	676-135 and 677-121 to 124
240	1936	Con	Administration Building	Motor Pool Bldgs.	676-130
242	1936	Con	General Storehouse	Motor Pool Bldgs.	676-112A
243	1932	Con	Storage Building	Motor Pool Bldgs.	6119-507
244	1934	Con	Storage Bldg/Technical Shop	Motor Pool Bldgs.	6119-510
216	1936	Non	Railroad Coal Trestle	na	6119-580
228	1936	Con	Electrical Maintenance Shop	Warehouse District	420-155-160
229	1937	Con	Clothing (Military Sales) Building	Warehouse District	6119-140 to 146
230	1937	Con	Clothing (Military) Sales Building	Warehouse District	6119-155 to 158
236	1932	Con	Technical Maintenance Shop	Warehouse District	6119-500
246	1941	Con	Cold Storage Building	Warehouse District	?
247	1934	Con	Warehouse/Laundry Building	Warehouse District	422-111
252	1936	Con	Communications Center Building	Warehouse District	633-143

Magazines (Ammunition Storage) District, Fort McClellan, Alabama

Structure Number	Construction. Date	Contrib/ Non Con	Structure Name	Dist Subdiv.	QM plan
4401	1936	Con	Ammunition Magazine	na	652-277
4402	1917	Con	Ammunition Magazine	na	none
4405	1917	Con	Ammunition Magazine	na	none
4406	1909	Con	Unknown Munitions Structure	na	na
4412	1941	Con	Igloo Magazine	na	652-354Igloo
4413	1941	Con	Igloo Magazine	na	652-354Igloo
4415	1941	Con	Igloo Magazine	na	652-354Igloo
4416	1941	Con	Igloo Magazine	na	652-354Igloo

Fort McClellan Historic Districts



Fort McClellan Historic Districts
UTM References, General Location

Post Headquarters District

- UTM References:
- 1 - 16/611100/3731780
 - 2 - 16/611600/3731680
 - 3 - 16/612060/3731000
 - 4 - 16/611420/3730700

Industrial District

- UTM References:
- 1 - 16/611630/3731580
 - 2 - 16/611740/3731640
 - 3 - 16/612560/3731180
 - 4 - 16/612080/3731020

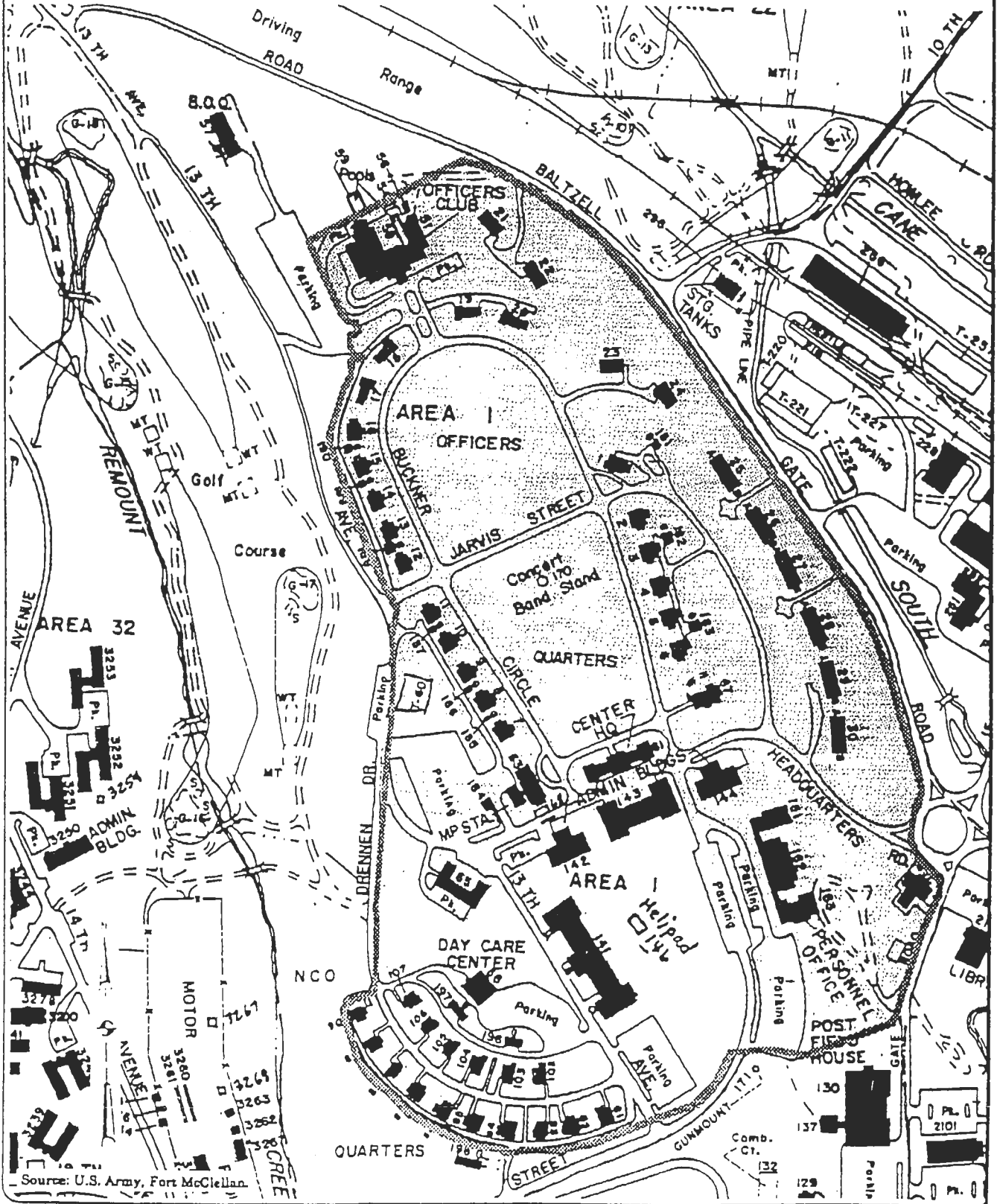
Ammunition Storage District

- UTM References
- 1 - 16/613080/3732580
 - 2 - 16/613560/3732470
 - 3 - 16/613760/3732470
 - 4 - 16/613190/3732220

Source: USGS Quadrangle: Anniston, ALA., 1956 (Photorevised 1972).

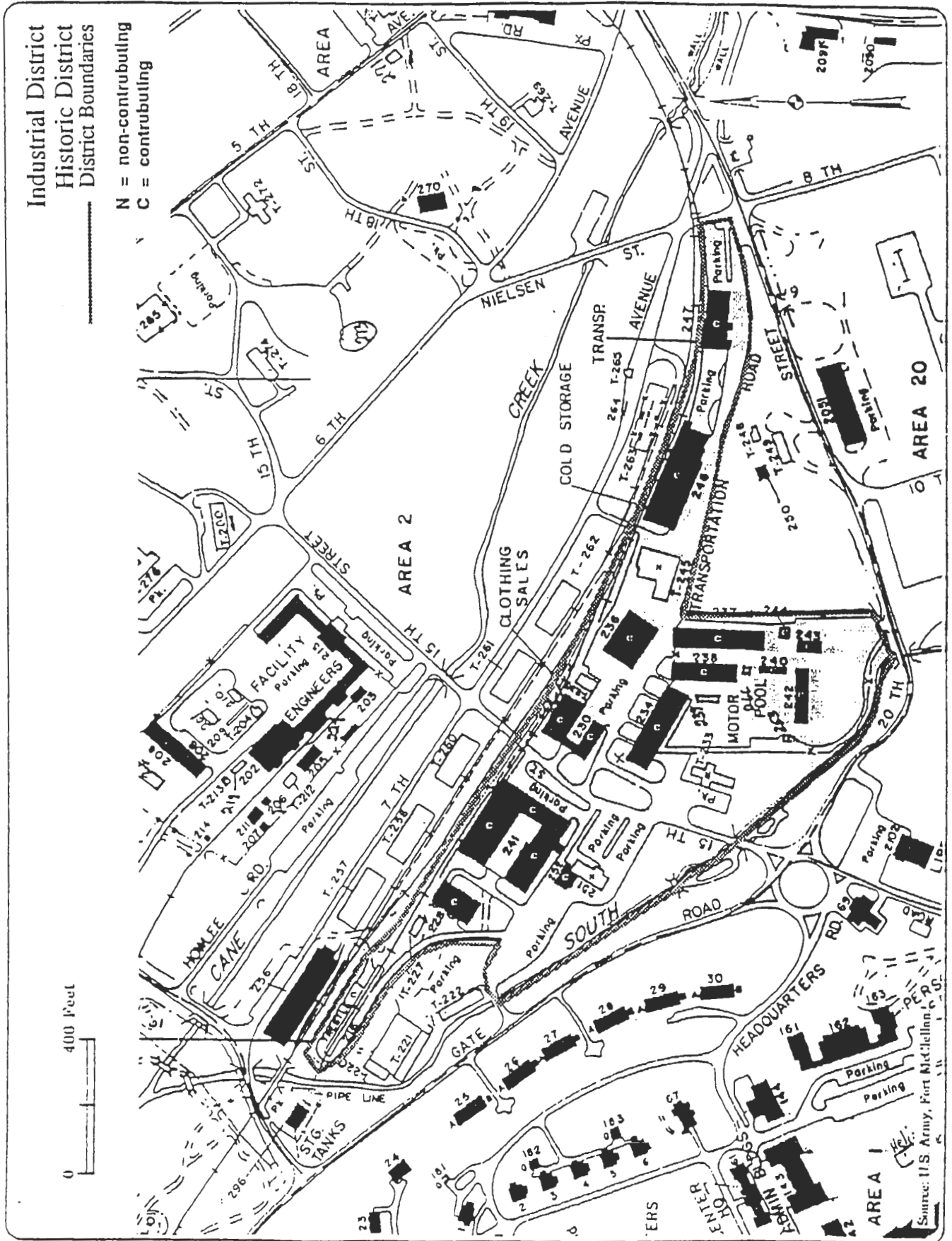
Headquarters District
 Historic District
 District Boundaries

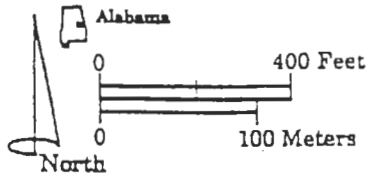
0 400 Feet



Industrial District
 Historic District
 District Boundaries

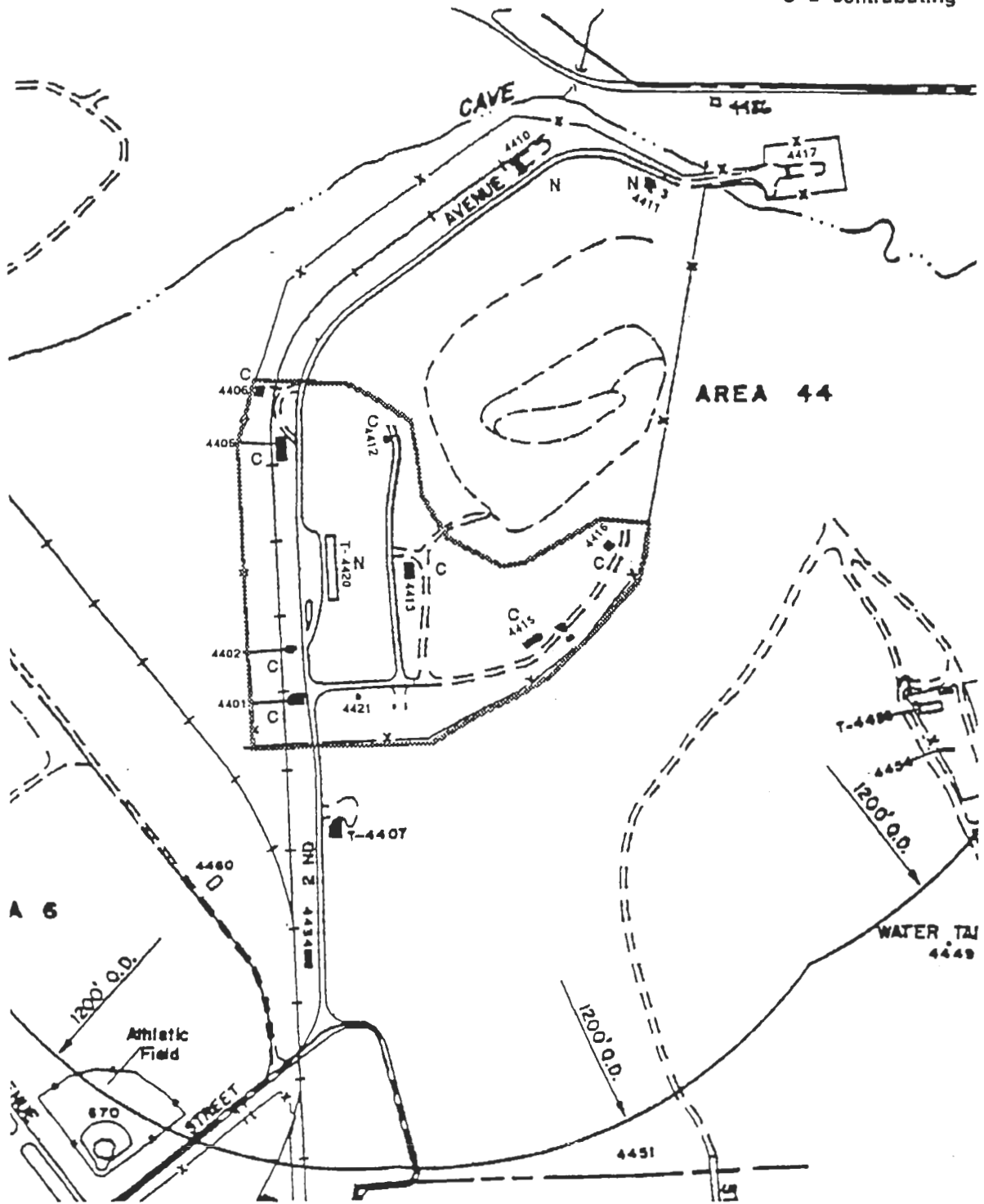
N = non-contributing
 C = contributing





Ammunition Storage
Historic District
District Boundaries

N = non-contributing
C = contributing



Source: U.S. Army, Fort McClellan.

ATTACHMENT B

List of Architectural, Archeological, and Archival Studies
completed at Fort McClellan:

Holstein, H. O., and K. Little

- 1982 "The Validity Test of the 1980 McEachern Archaeological Predictive Model of Fort McClellan, Alabama." Archaeological Resource Laboratory, Jacksonville State University, Jacksonville Alabama.

Holstein, H. O., and K. Little

- 1985a "An Archaeological Pedestrian Survey of Portions of Northeast Alabama." Archaeological Resource Laboratory, Jacksonville State University, Jacksonville Alabama.

Holstein, H.O.

- 1988 "An Archaeological Pedestrian Survey of the Proposed Fort McClellan Museum Consolidation Project, Calhoun County, Alabama." Jacksonville Statue University.

Holstein, H.O. and K. Little

- 1982 "The Validity Test of the 1980 McEachern Archaeological Predictive Model of Fort McClellan, Alabama." Jacksonville State University

Holstein, H.O., and C.E. Hill

- 1993 "Resources on Pelham Range, Fort McClellan, Alabama." Jacksonville State University.

Holstein, Harry O., Curtis E. Hill, and Keith J. Little

- 1995 "Archaeological Investigations of Stone Mounds on the Fort McClellan Military Reservation, Calhoun County, Alabama (Jan 1995, Legacy)." Archaeological Resource Laboratory, Jacksonville State University.

Joseph, J. W. and Mary Beth Reed

- 1994 "Inventory and Evaluation of Seventeen Buildings, Fort McClellan, Alabama". New South Associates.

Joseph, J. W., Mary Beth Reed, Charles E. Cantley, G. Ishmael Williams

- 1992 "Fort McClellan: A Cultural Resources Overview." New South Associates.

Kelley, B.

- 1967 "Fort McClellan Traditions Live in Buildings and Landmarks." (report on file) Information Office, Headquarters Division, Fort McClellan, Alabama.

Kirkland, A.

- 1984 "Survey Report of Site Number Ca32, Morgan Mountain (located in Calhoun Co., Alabama." (ms. on file) Environmental Management Division, Directorate of Engineering and Housing, Fort McClellan, Alabama.

Programmatic Agreement, Fort McClellan, Alabama

- McEachern, M. and N. Boice
1976 "Archaeological Reconnaissance of Fort McClellan, Alabama," University of Alabama.
- McEachern, M., N. Boice, D. C. Hurst and C.R. Nance
1980 "Statistical Evaluation and Predictive Study of the Cultural Resources at Fort McClellan, Alabama." University of Alabama, Birmingham.
- McEahern, M and N. Boice
1976 "Archaeological Reconnaissance of Fort McClellan, Alabama." University of Alabama, Birmingham.
- Moorehead, C.W.
1991 "Cultural Resource Survey of Fifteen Acres at Fort McClellan, Alabama." Mobile District, U.S. Army Corps of Engineers.
- Pyburn, Jack and Denise Messick
1994 "Interim Maintenance Plan for Repairs and Maintenance to Historic Structures and Their Surrounding Environment, Fort McClellan, Anniston, Alabama." New South Associates.
- Reed, M.B.
1994 "Inventory and Evaluation of Seventeen Buildings, Fort McClellan, Alabama." New South Associates.
- Reed, M.B., C.E. Cantley, G.I. Williams, and J.W. Joseph
1992 "Fort McClellan: A Cultural Resources Overview." New South Associates.
- Reed, M.B., W.R. Henry, and J. W. Joseph
1993 "The Military Showplace of the South, Fort McClellan, Alabama, A Historic Building Inventory." New South Associates.
- Robison, N. and J. Nielson
1984 "An Examination of Sites 1Ca62, 1Ca88, and 1CA111 for National Register Significance, Fort McClellan, Calhoun County, Alabama." Mobile District, U.S. Army Corps of Engineers.
- Westervelt, J., M. O'Shea, J. Krzyzak, T. Oduwolle, M. Shapiro and W. Goran
1984 "Characterization of Landscape Related Features for Archaeological and Historical Sites Occurring at Fort McClellan, Alabama." Construction Engineering Research Laboratories, U.S. Army Corps of Engineers.

ATTACHMENT C

[Language to be included in lease and license agreements when historic buildings, archeological sites, districts, or other historic properties are present. Two versions are presented--one for buildings/structures and a second for archeological sites.]

Building/Structure Lease (or License) Language

Building number(s) XXX is/are (eligible for inclusion in/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 Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service 1992) (Standards). The Lessee (Licensee) will notify the Army of any proposed rehabilitation or structural alteration to this/these building(s) or to the landscape/landscape features and will provide a detailed description of the undertaking prior to undertaking said rehabilitation/alterations. Within 30 days of receipt of such notification and adequate supporting documentation, the Army 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 the Army determines that the undertaking does not meet the Standards, the Army 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 CFR Part 800). The Lessee (Licensee) will not undertake the proposed action until the Army notifies the Lessee that the requirements of Section 106 have been fulfilled and the Lessee may proceed. If the Army objects to the Lessee's (Licensee's) proposed undertaking, the Army will notify the Lessee (Licensee) that the proposed action may not proceed.

Archeological Property(ies) Lease (License) Language

Archeological property(ies)XXX is/are (eligible for inclusion in/ listed in) the national Register of Historic Places. The Lessee (Licensee) shall ensure that the property(ies) remain(s) undisturbed. The Lessee (Licensee) will notify the Army of any proposed ground disturbance to the archeological property prior to undertaking said ground disturbance. Notification will include a detailed description of the proposed undertaking. If the Army does not object to the proposal within thirty (30) days of receipt of such notification and adequate supporting documentation, the Army will, with the assistance of the Lessee (Licensee), initiate consultation with the SHPO in accordance with 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 the Army notifies the Lessee (Licensee) that the requirements of Section 106 have been fulfilled and the Lessee (Licensee) may proceed. If the Army objects to the Lessee's (Licensee's) proposed ground disturbance, the Lessee shall not undertake the proposed action.

ATTACHMENT D: STANDARD PRESERVATION COVENANT FOR CONVEYANCE OF PROPERTY THAT CONTAINS HISTORIC BUILDINGS AND STRUCTURES

1. In consideration of the conveyance of certain real property hereinafter referred to as (name of property), located in the Calhoun County, Alabama, which is more fully described as: (Insert legal description), (Name of property recipient) hereby covenants on behalf of (himself/herself/itself), (his/her/its) heirs, successors, and assigns at all times to the Alabama State Historic Preservation Officer to preserve and maintain (name of historic property/district) in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service 1992), in order to preserve and enhance those qualities that make (name of historic property) eligible for inclusion in/or resulted in the inclusion of the property in the National Register of Historic Places. In addition, any design review guidelines established by a Preservation Commission with appropriate authority will be followed. If (Name of property recipient) desires to deviate from these maintenance standards, (Name of property recipient) will notify and consult with the Alabama State Historic Preservation Officer in accordance with paragraphs 2, 3, and 4 of this covenant.

2. (Name of property recipient) will notify the Alabama State Historic Preservation Officer in writing prior to undertaking any construction, alteration, remodeling, demolition, or other modification to structures or setting. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of (name of historic property). Demolition or interior retrofit of noncontributing buildings and structures can be undertaken after thirty (30) days of written notice to the Alabama State Historical Preservation Officer without further consultation.

3. Within thirty (30) calendar days of the Alabama State Historic Preservation Officer's receipt of notification provided by (name of property recipient) pursuant to paragraph 2 of this covenant, the Alabama State Historic Preservation Officer will respond to (name of property recipient) in writing as follows:

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

(b) That (name of property recipient) must initiate and complete consultation with the Alabama State Historic Preservation Office before (he/she/it) can proceed with the proposed undertaking.

If the Alabama State Historic Preservation Officer fails to respond to the (name of property recipient)'s written notice, as described in paragraph 2, within thirty (30) calendar days of the Alabama State Historic Preservation Officer's receipt of the same, then (name of property recipient) may proceed with the

proposed undertaking without further consultation with the Alabama State Historic Preservation Officer.

4. If the response provided to (name of property recipient) by the Alabama State Historic Preservation Officer pursuant to paragraph 3 of this covenant requires consultation with the Alabama State Historic Preservation Officer, then both parties will so consult in good faith to arrive at mutually-agreeable and appropriate measures that (name of property recipient) will implement to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually-agreeable mitigation measures, then (name of property recipient) shall, at a minimum, undertake recordation for the concerned property--in accordance with the Secretary of Interior's standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree--prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which (name of property recipient) and the Alabama State Historic Preservation Officer mutually agree, or any recordation that may be required, shall be carried out solely at the expense of (name of property recipient).

5. Alabama State Historic Preservation Officer shall be permitted upon reasonable notice at a reasonable time to inspect (name of historic property) in order to ascertain its condition and to fulfill its responsibilities hereunder.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Alabama State Historic Preservation Officer may, following reasonable notice to (name of recipient), institute suit to enjoin said violation or to require the restoration of (name of historic property). The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorneys fees.

7. In the event that the (name of historic property) (i) is substantially destroyed by fire or other casualty, or (ii) is not totally destroyed by fire or other casualty, but damage thereto is so serious that restoration would be financially impractical in the reasonable judgment of the Owner, this covenant shall terminate on the date of such destruction or casualty. Upon such termination, the Owner shall deliver a duly executed and acknowledged notice of such termination to the Alabama State Historic Preservation Officer and record a duplicate original of said notice in the Calhoun County Deed Records. Such notice shall be conclusive evidence in favor of every person dealing with the (name of historic property) as to the facts set forth therein.

8. (Name of recipient) agrees that the Alabama State Historic Preservation Officer may at his/her discretion, without prior notice to (name of recipient), convey and assign all or part of its rights and responsibilities contained herein to a third party.

9. This covenant is binding on (name of recipient), (his/her/its) heirs, successors, and assigns in perpetuity, unless explicitly waived by the Alabama State Historic Preservation Officer. Restrictions, stipulations, and covenants contained herein shall be inserted by (name of recipient) verbatim or by express reference in any deed or other legal instrument by which (he/she/it) divests (himself/herself/itself) of either the fee simple title or any other lesser estate in (name of property) or any part thereof.

10. The failure of the Alabama State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

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

ATTACHMENT E: STANDARD PRESERVATION COVENANT FOR CONVEYANCE OF PROPERTY THAT INCLUDES ARCHEOLOGICAL SITES

1. In consideration of the conveyance of the real property that includes the [official number(s) designation of archeological site(s)] located in the County of Calhoun, Alabama, which is more fully described as [insert legal description of the boundaries of the Archeological site], [Name of property recipient] hereby covenants on behalf of [himself/herself/itself], [his/her/its] heirs, successors, and assigns at all times to the Alabama State Historic Preservation Officer, to maintain and preserve [official number(s) designation of archeological site(s)], in accordance with the provisions of paragraphs 2 through 11 of this covenant.

2. (Name of property recipient) will notify the Alabama State Historic Preservation Officer in writing prior to undertaking any disturbance of the ground surface or any other action on [official number(s) designation of archeological site(s)] that would affect the physical integrity of this/these site(s). Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the physical integrity of [official number(s) designation of archeological site(s)].

3. Within thirty (30) calendar days of the appropriate Alabama State Historic Preservation Officer's receipt of notification provided by (name of property recipient) pursuant to paragraph 2 of this covenant, the SHPO will respond to (name of property recipient) in writing as follows:

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

(b) That (name of property recipient) must initiate and complete consultation with the Alabama State Historic Preservation Office before (he/she/it) can proceed with the proposed undertaking.

If the Alabama State Historic Preservation Officer fails to respond to the (name of property recipient)'s written notice, as described in paragraph 2, within thirty (30) calendar days of the Alabama State Historic Preservation Officer's receipt of the same, then (name of property recipient) may proceed with the proposed undertaking without further consultation with the Alabama State Historic Preservation Officer.

4. If the response provided to (name of property recipient) by the Alabama State Historic Preservation Officer pursuant to paragraph 3 of this covenant requires consultation with the Alabama State Historic Preservation Officer, then both parties will so consult in good faith to arrive at mutually-agreeable and appropriate measures that (name of property recipient) will employ to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually-agreeable mitigation measures, then (name of

property recipient) shall, at a minimum, undertake recordation for the concerned property--in accordance with the Secretary of Interior's standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree--prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which (name of property recipient) and the Alabama State Historic Preservation Officer mutually agree, or any recordation that may be required, shall be carried out solely at the expense of (name of property recipient).

5. [Name of recipient] shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing any archeological site determined by the Alabama State Historic Preservation Officer to be eligible for inclusion in the National Register of Historic Places. Any such vandalization or disturbance shall be reported to the Alabama State Historic Preservation Officer promptly.

6. The Alabama State Historic Preservation Officer shall be permitted upon reasonable notice at a reasonable time to inspect [parcel designation] in order to ascertain its condition and to fulfill its responsibilities hereunder.

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

8. [Name of recipient] agrees that the Alabama State Historic Preservation Officer may, at its discretion and without prior notice to [name of recipient], convey and assign all or part of its rights and responsibilities contained in this covenant to a third party.

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

10. The failure of the Alabama State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

11. The covenant shall be a binding servitude upon the real property that includes [official number(s) designation of archeological site(s)] and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that [name of recipient] agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

1999 Annual Report

RCVD FEB 23 100 AM 8:42



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
HEADQUARTERS UNITED STATES ARMY TRAINING AND DOCTRINE COMMAND
102 MCNAIR DRIVE
FORT MONROE VIRGINIA 23651-1047

February 15, 2000

Base Realignment
and Closure Office


Mr. John M. Fowler
Executive Director
Advisory Council on Historic Preservation
1100 Pennsylvania Ave. N.W. #809
Washington, D.C. 20004

Dear Mr. Fowler:

This letter transmits the Annual Report for Calendar Year 1999 on the Implementation of the Programmatic Agreement Among the Department of the Army, the Advisory Council on Historic Preservation, and the Alabama State Historic Preservation Officer Regarding Closure and Base Disposal Actions at Fort McClellan, Alabama. This report is also being submitted to the Alabama State Historic Preservation Officer at this time.

Please advise us of any comments or corrections you may have within thirty days. Point of Contact for this office is Ms. Francine Cole at (757) 727-4370.

Sincerely,


BENJAMIN D. TAYLOR
Director, Base Realignment
and Closure Office

Enclosure

Copy Furnished:

Assistant Chief of Staff for Installation Management, ATTN:
DAIM-BO, Headquarters, Department of the Army, 600 Army
Pentagon, Washington, D.C. 20310-0600
Commander, U.S. Army Engineer District, Mobile, ATTN: CESAM-PD-E,
P.O. Box 2288, Mobile, Alabama 36628-0001
Commander, U.S. Army Garrison, Fort McClellan, ATTN: ATZN-EVN,
Fort McClellan, Alabama 36205-5000



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
HEADQUARTERS UNITED STATES ARMY TRAINING AND DOCTRINE COMMAND
102 MCNAIR DRIVE
FORT MONROE VIRGINIA 23651-1047

February 15, 2000

Base Realignment
and Closure Office

Mr. Lee H. Warner
Executive Director
Alabama Historical Commission
468 South Perry St.
Montgomery, AL 36130-0900

Dear Mr. Warner

This letter transmits the Annual Report for Calendar Year 1999 on the Implementation of the Programmatic Agreement Among the Department of the Army, the Advisory Council on Historic Preservation, and the Alabama State Historic Preservation Officer Regarding Closure and Base Disposal Actions at Fort McClellan, Alabama. This report is also being submitted to the Advisory Council on Historic Preservation at this time.

Please advise us of any comments or corrections you may have within thirty days. Point of Contact for this office is _____ Ms. Francine Cole at (757) 727-4370.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin D. Taylor".

BENJAMIN D. TAYLOR
Director, Base Realignment
and Closure Office

Enclosure

Copy Furnished:

Assistant Chief of Staff for Installation Management, ATTN:
DAIM-BO, Headquarters, Department of the Army, 600 Army
Pentagon, Washington, D.C. 20310-0600
Commander, U.S. Army Engineer District, Mobile, ATTN: CESAM-PD-E,
P.O. Box 2288, Mobile, Alabama 36628-0001
Commander, U.S. Army Garrison, Fort McClellan, ATTN: ATZN-EVN,
Fort McClellan, Alabama 36205-5000

ANNUAL REPORT:
IMPLEMENTATION OF PROGRAMMATIC AGREEMENT
AMONG THE DEPARTMENT OF THE ARMY,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE ALABAMA STATE HISTORIC PRESERVATION OFFICER
REGARDING CLOSURE AND BASE DISPOSAL ACTIONS
AT FORT MCCLELLAN, ALABAMA

Introduction

This document is the first annual report on the execution of the Programmatic Agreement among the Department of the Army, the Advisory Council on Historic Preservation, and the Alabama State Historic Preservation Officer Regarding Closure and Base Disposal Actions at Fort McClellan, Alabama, prepared in accordance with the Stipulations Section of the Programmatic Agreement. The period covered by this report is 01 January 1999 to 31 December 1999.

The headings used in this report correspond to the sections of the original document for ease of reference. This report was prepared by the U.S. Army Training and Doctrine Command, Base Realignment and Closure Office. All comments or requests for consultation must be received at this office within thirty (30) days of the receipt of this report.

STIPULATIONS:

I. Identification and Evaluation

a. Archaeological Inventory and Evaluation

Considerable archaeological inventory has been completed at Fort McClellan (FMC), but not all of the property to be disposed has been subject to complete inventory. Current ongoing projects are being conducted under the terms of the Programmatic Agreement.

1. Phase I Survey

All FMC unrestricted excess acreage proposed for disposal has been inventoried for archaeological resources by six different surveys.

A draft Phase I report containing the survey results has been prepared and submitted to the Alabama State Historic Preservation Officer (SHPO) for review and comment.

2. Phase II Evaluation

FMC is currently conducting a Phase II investigation on 12 archaeological sites recommended for evaluation in the Phase I Survey. These sites are located in areas of the Main Post targeted for disposal to private or municipal ownership. The purpose of testing is to evaluate the significance of each site in order to make recommendations concerning the preservation or mitigation of those sites deemed eligible for inclusion in the National Register of Historic Places and will be completed in consultation with the SHPO.

b. Inventory of Historic Structures

Historic Context Study: World War II and Cold War Buildings and Structures. This historic context study for FMC includes permanent World War II (1940-1945) and Cold War Era (1946-1989) buildings and structures within the Main Post area. The purpose of this study is to help fulfill the responsibilities of FMC under Section 106 and Section 110 of the National Historic Preservation Act. Properties constructed prior to 1940 have been evaluated in previous surveys. The current study has been prepared to provide a basis for the evaluation of eligibility for the National Register of Historic Places for structures constructed since 1940 and will be completed in consultation with the SHPO.

II. Caretaker Maintenance of Historic Properties

FMC is providing, or has arranged for, maintenance, security, and fire protection pending the lease or sale of historic properties in accordance with established Directives, Regulations and Plans as outlined by the Programmatic Agreement.

III. Licenses and Leases

Licenses and leases, as well as permits, have been developed for portions of FMC property. These documents contain language as specified in Attachment C of the Programmatic Agreement as appropriate. No modifications to the requirements identified in the Programmatic Agreement have been made concerning any structures or archaeological sites eligible for listing in the National Register of Historic Places.

The following historic properties have been leased as part of the BRAC process:

a. Building 129.

Building 129 was leased to the Anniston, Alabama, Parks and Recreation Department. The lease was executed by the Mobile District, Corps of Engineers, effective 25 August 1999.

b. Building 61.

This building was leased to the Anniston-Calhoun County Fort McClellan Development Joint Powers Authority. The lease was executed by the Mobile District, Corps of Engineers, effective 7 December 1999.

IV. Disposal of Fort McClellan Properties

Property disposal procedures for real property and improvements that do not contain historic properties or archaeological sites does not require any further action as specified in this agreement, however, the SHPO will be notified of all transfers once completed. The following historic property has been transferred:

Building 61 was transferred to the Anniston, Alabama Fire Department. The Deed transferring the property was signed by Department of the Army officials 29 December 1999.

V. Environmental Remediation

No remediation or testing plans have been identified that will affect historic properties. SHPO review and comment will be requested, as outlined in the Programmatic Agreement, if environmental remediation procedures are determined to impact historic properties.

VI. Anti-Deficiency Act

If compliance with the Anti-Deficiency Act alters or impairs the Army's ability to implement the stipulations of the agreement, consultation will be accomplished in accordance with Sections IX and X of this agreement.

VII. Status Report

This report is the first annual report as specified in Stipulation VII of the Programmatic Agreement and covers the period 01 January 1999 to 31 December 1999.

VIII. Dispute Resolution

There have been no disputes raised in connection with the Programmatic Agreement.

IX. Amendments

There have been no requests for amendments on the part of any signatories to the Programmatic Agreement.

X. Termination of Agreement

There have been no notices of termination on the part of any signatories to the Programmatic Agreement. The Army has carried out the terms of this Agreement in accordance with its responsibilities under Sections 106 and 110 of the National Historic Preservation Act.

2000 Annual Report



DEPARTMENT OF THE ARMY
HEADQUARTERS UNITED STATES ARMY TRAINING AND DOCTRINE COMMAND
FORT MONROE, VIRGINIA 23651-5000

March 8, 2001

REPLY TO
ATTENTION OF:

Base Realignment
and Closure Office

Mr. John M. Fowler
Executive Director
Advisory Council on Historic Preservation
1100 Pennsylvania Ave. N.W. #809
Washington, D.C. 20004

Dear Mr. Fowler:

This letter transmits the Annual Report for Calendar Year 2000 on the Implementation of the Programmatic Agreement among the Department of the Army, the Advisory Council on Historic Preservation, and the Alabama State Historic Preservation Officer regarding closure and base disposal actions at Fort McClellan, Alabama. This report is also being submitted to the Alabama State Historic Preservation Officer at this time.

Please advise us, within thirty (30) days, of any comments or corrections you may have. Point of Contact for this office is Ms. Francine Cole at (757) 788-4370.

Sincerely,

A handwritten signature in black ink, appearing to read "B. D. Taylor".

BENJAMIN D. TAYLOR
Director, Base Realignment
and Closure Office

Enclosure

Copies Furnished:

Assistant Chief of Staff for Installation Management, ATTN:
DAIM-BO, Headquarters, Department of the Army, 600 Army
Pentagon, Washington, D.C. 20310-0600
Commander, U.S. Army Engineer District, Mobile, ATTN:
CESAM-PD-E, P.O. Box 2288, Mobile, Alabama 36628-0001
Commander, U.S. Army Garrison, Fort McClellan, ATTN: ATZN-EVN,
Fort McClellan, Alabama 36205-5000



DEPARTMENT OF THE ARMY
HEADQUARTERS UNITED STATES ARMY TRAINING AND DOCTRINE COMMAND
FORT MONROE, VIRGINIA 23651-5000

March 8, 2001

REPLY TO
ATTENTION OF:

Base Realignment
and Closure Office

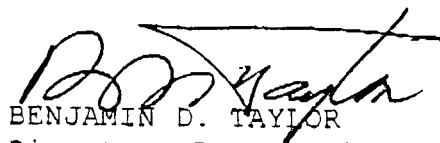
Mr. Lee Warner
Executive Director
Alabama Historical Commission
468 South Perry St.
Montgomery, AL 36130-0900

Dear Mr. Warner:

This letter transmits the Annual Report for Calendar Year 2000 on the Implementation of the Programmatic Agreement among the Department of the Army, the Advisory Council on Historic Preservation, and the Alabama State Historic Preservation Officer regarding closure and base disposal actions at Fort McClellan, Alabama. This report is also being submitted to the Advisory Council on Historic Preservation at this time.

Please advise us, within thirty (30) days, of any comments or corrections you may have. Point of Contact for this office is Ms. Francine Cole at (757) 788-4370.

Sincerely,


BENJAMIN D. TAYLOR
Director, Base Realignment
and Closure Office

Enclosure

Copies Furnished:

- Assistant Chief of Staff for Installation Management, ATTN:
DAIM-BO, Headquarters, Department of the Army, 600 Army
Pentagon, Washington, D.C. 20310-0600
- Commander, U.S. Army Engineer District, Mobile, ATTN:
CESAM-PD-E, P.O. Box 2288, Mobile, Alabama 36628-0001
- Commander, U.S. Army Garrison, Fort McClellan, ATTN: ATZN-EVN,
Fort McClellan, Alabama 36205-5000

- 5 -

**ANNUAL REPORT:
IMPLEMENTATION OF PROGRAMMATIC AGREEMENT
AMONG THE DEPARTMENT OF THE ARMY,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE ALABAMA STATE HISTORIC PRESERVATION OFFICER
REGARDING CLOSURE AND BASE DISPOSAL ACTIONS
AT FORT MCCLELLAN, ALABAMA**

INTRODUCTION

This document is the second annual report on the execution of the Programmatic Agreement among the Department of the Army, the Advisory Council on Historic Preservation, and the Alabama State Historic Preservation Officer regarding closure and base disposal actions at Fort McClellan, Alabama prepared in accordance with (IAW) the Stipulations section of the Programmatic Agreement. The period covered by this report is January 1, 2000 to December 31, 2000.

The headings used in this report correspond to the sections of the original document for the ease of reference. This report was prepared by the U.S. Army Training and Doctrine Command (TRADOC), Base Realignment and Closure (BRAC) Office. All comments or requests for consultation must be received at that office within thirty (30) days of the receipt of this report.

STIPULATIONS:

I. Identification and Evaluation

A. Archaeological Inventory and Evaluation

Considerable archaeological inventory has been completed at Fort McClellan (FMC), but not all of the property to be disposed of has been subject to complete inventory. Current ongoing projects are being conducted under the terms of the Programmatic Agreement.

1. Phase I Survey. All FMC acreage proposed for transfer has been inventoried for archaeological resources by six different surveys. A Phase I report containing the survey results was completed in July 2000. FMC consulted with the Alabama State Historic Preservation Officer (SHPO) to determine those archeological sites that were considered potentially eligible for listing in the National Register of Historic Places (NRHP), which would require further evaluation.

2. Phase II Evaluation. Tetra Tech, Inc. is currently conducting a Phase II survey on 18 archaeological sites recommended for further evaluation. These sites are located in areas of the Main Post targeted for disposal to private or municipal ownership. The purpose of testing is to evaluate the significance of each site in order to make recommendations concerning the preservation or mitigation of those sites deemed eligible for inclusion in the NRHP and will be completed in consultation with the SHPO. Earlier, Panamerican Consultants, Inc. completed a Phase II survey on 12 additional sites and the final report was completed in September 2000. These 12 sites included areas of the Main Post targeted for disposal to private or municipal ownership. Four of the 12 sites, through consultation with the SHPO, have been determined eligible for listing in the NRHP. The sites found eligible for listing will be protected with a deed covenant on disposal IAW the stipulations outlined in the Programmatic Agreement.

B. Inventory of Historic Structures

A Historic Context Study, World War II and Cold War Era Buildings and Structures, was conducted from December 1998 to April 2000. This historic architecture context study for FMC included permanent World War II (1940-1945) and Cold War Era (1946-1989) buildings and structures within the Main Post area. The final report prepared by New South Associates was completed in May 2000. FMC, through consultation with the SHPO, has determined that one property (a district consisting of portions of the Chemical Decontamination Training Facility) meet the criteria for "exceptional significance", as defined by the NRHP and Army guidelines. This property is scheduled for transfer to the Department of Justice who will become responsible for compliance with 36 C.F.R. Part 800 and any other applicable state and federal laws and regulations with respect to maintain and dispose of this historic district. In addition to this district, a bridge (Facility No. 4342) has been determined to be a contributing element in the Historic Industrial District. The facility was identified in a 1993 historic building survey. Another resource is the World War II German-Italian Prisoner of War Cemetery (Facility No. 3430). The cemetery is recommended for inclusion in the NRHP. Both the bridge and cemetery will be protected with a deed covenant at the time of transfer.

II. Caretaker Maintenance of Historic Properties

FMC is providing maintenance, security, and fire protection pending the lease or transfer of historic properties IAW established Directives, Regulations and Plans as outlined by the Programmatic Agreement.

III. Licenses and Leases

Licenses and leases, as well as permits, have been completed for portions of FMC property. These documents contain language as specified in Attachment C of the Programmatic Agreement as appropriate. No modifications to the requirements identified in the Programmatic Agreement have been made concerning any structures or archaeological sites eligible for listing in the NRHP. The Anniston-Calhoun County Fort McClellan Development Joint Powers Authority (JPA) occupies Building 61, which was leased to them December 1999. That lease was identified in the first Programmatic Agreement annual report. The following properties were leased as part of the BRAC process during this reporting period.

a. A Master Lease (Lease No. DACA01-1-00-313) between the Army and the JPA was signed January 18, 2000. This lease encompassed approximately 2,387 acres with approximately 854 facilities. Fifty-seven buildings within the leased premises are eligible for inclusion in the NRHP and are protected with a lease covenant IAW stipulations outlined in the Programmatic Agreement. The Master Lease was superceded by the Lease in Furtherance of Conveyance discussed below.

b. A Lease in Furtherance of Conveyance (Lease No. DACA01-1-01-284) between the Army and JPA was signed December 12, 2000. This lease included property and facilities identified in the Master Lease that were not part of the final disposition of property listed in paragraph IV below. The remaining 38 historic buildings in the Master Lease are included in this lease and are protected with a lease covenant IAW stipulations outlined in the Programmatic Agreement. The JPA does not take responsibility and possession of a facility until they activate a request for occupancy. JPA has done this for buildings 65 and 66 (non-contributing).

IV. Disposal of Fort McClellan Properties

Property disposal procedures for real property and improvements that do not contain historic properties or archaeological sites do not require any further action as specified in this agreement, however, the SHPO will be notified of all transfers once completed. The following properties have been transferred as part of the BRAC process:

a. Approximately 1,306 acres and associated facilities were transferred this reporting period. During this reporting period the JPA received 1,297.95 acres and facilities, the City of Anniston Water Works and Sewer Board received 7.08 acres and the Waste Water Treatment Plant, and the Fort McClellan Credit Union received .96 acre and Building T-1128. Historic properties and a parcel were included in the transfers and are identified in paragraph IV.b below.

b. Buildings 81-90, 102-107 and 196-198 located in Fort McClellan's Historic Headquarters District transferred this reporting period. These 19 historic buildings were transferred December 12, 2000 to the JPA, by Quitclaim Deed 1. This deed contains the covenant stipulated in Attachment D of the Programmatic Agreement.

V. Environmental Remediation

No remediation or testing plans have been identified that will affect historic properties. SHPO review and comment will be requested, as outlined in the Programmatic Agreement, if environmental remediation procedures are determined to impact historic properties.

VI. Anti-Deficiency Act

If compliance with the Anti-Deficiency Act alters or impairs the Army's ability to implement the stipulations of the agreement, consultation will be accomplished IAW Sections IX. and X. of this agreement.

VII. Status Report

This report is the second annual report as specified in Stipulation VII of the Programmatic Agreement and covers the period January 1, 2000 to December 31, 2000.

VIII. Dispute Resolution

There have been no disputes raised in connection with the Programmatic Agreement.

IX. Amendments

There have been no requests for amendments on the part of any signatories to the Programmatic Agreement.

X. Termination of Agreement

There have been no notices of termination on the part of any signatories to the Programmatic Agreement. The Army has carried out the terms of this Agreement in accordance with its responsibilities under Sections 106 and 110 of the National Historic Preservation Act.

2001 Annual Report



DEPARTMENT OF THE ARMY
HEADQUARTERS UNITED STATES ARMY TRAINING AND DOCTRINE COMMAND
FORT MONROE, VIRGINIA 23651-5000

*CP: Kuel
huber*

REPLY TO
ATTENTION OF:

February 14, 2002

Base Realignment
and Closure Office

Mr. Lee H. Warner
Executive Director
Alabama Historical Commission
468 South Perry St.
Montgomery, AL 36130-0900

Dear Mr. Warner:

This letter transmits the Annual Report for Calendar Year 2001 on the Implementation of the Programmatic Agreement Among the Department of the Army, the Advisory Council on Historic Preservation, and the Alabama State Historic Preservation Officer Regarding Closure and Base Disposal Actions at Fort McClellan, Alabama. This report is also being submitted to the Advisory Council on Historic Preservation at this time.

Please advise us, within thirty days, of any comments or corrections you may have. Point of Contact for this office is Ms. Francine Cole at (757) 788-4370.

Sincerely,

THOMAS E. LEDERLE
Director, Base Realignment
and Closure Office

Enclosure

Copy Furnished:

Assistant Chief of Staff for Installation Management, ATTN:
DAIM-BO, Headquarters, Department of the Army, 600 Army
Pentagon, Washington, D.C. 20310-0600
Commander, U.S. Army Engineer District, Mobile, ATTN:
CESAM-PD-E, P.O. Box 2288, Mobile, Alabama 36628-0001

RCUD FEB25'02 AM11:15

U.S. Army Garrison, Fort McClellan, ATTN: ATZN-EVN
Fort McClellan, Alabama 36205-5000



DEPARTMENT OF THE ARMY
HEADQUARTERS UNITED STATES ARMY TRAINING AND DOCTRINE COMMAND
FORT MONROE, VIRGINIA 23651-5000

CF: Paul
hmm

REPLY TO
ATTENTION OF:

February 14, 2002

Base Realignment
and Closure Office

Mr. John M. Fowler
Executive Director
Advisory Council on Historic Preservation
1100 Pennsylvania Ave. N.W. #809
Washington, D. C. 20004

Dear Mr. Fowler:

This letter transmits the Annual Report for Calendar Year 2001 on the Implementation of the Programmatic Agreement Among the Department of the Army, the Advisory Council on Historic Preservation, and the Alabama State Historic Preservation Officer Regarding Closure and Base Disposal Actions at Fort McClellan, Alabama. This report is also being submitted to the Alabama State Historic Preservation Officer at this time.

Please advise us, within thirty days, of any comments or corrections you may have. Point of Contact for this office is Ms. Francine Cole at (757) 788-4370.

Sincerely,

THOMAS E. LEDERLE
Director, Base Realignment
and Closure Office

Enclosure

Copy Furnished:

Assistant Chief of Staff for Installation Management, ATTN:
DAIM-BO, Headquarters, Department of the Army, 600 Army
Pentagon, Washington, D.C. 20310-0600
Commander, U.S. Army Engineer District, Mobile, ATTN:
CESAM-PD-E, P.O. Box 2288, Mobile, Alabama 36628-0001

RCUD FEB25'02 AM11:15

ANNUAL REPORT:
IMPLEMENTATION OF PROGRAMMATIC AGREEMENT
AMONG THE DEPARTMENT OF THE ARMY,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE ALABAMA STATE HISTORIC PRESERVATION OFFICER
REGARDING CLOSURE AND BASE DISPOSAL ACTIONS
AT FORT MCCLELLAN, ALABAMA

INTRODUCTION

This document is the third annual report on the execution of the Programmatic Agreement among the Department of the Army, the Advisory Council on Historic Preservation, and the Alabama State Historic Preservation Officer regarding closure and base disposal actions at Fort McClellan, Alabama prepared in accordance with (IAW) the Stipulations section of the Programmatic Agreement. The period covered by this report is January 1, 2001 to December 31, 2001.

The headings used in this report correspond to the sections of the original document for the ease of reference. This report was prepared by the U.S. Army Training and Doctrine Command (TRADOC), Base Realignment and Closure (BRAC) Office. All comments or requests for consultation must be received at that office within thirty (30) days of the receipt of this report.

STIPULATIONS:

I. Identification and Evaluation

A. Archaeological Inventory and Evaluation

Archaeological inventory for the closure of Fort McClellan (FMC) is complete under the terms of the Programmatic Agreement. No additional archaeological surveys have been completed during this reporting period. Summaries of archaeological inventories and evaluations are included in previous annual reports.

B. Inventory of Historic Structures

Historic structure inventory for FMC is complete under the terms of the Programmatic Agreement. No additional historic structure surveys have been completed during this reporting period. Summaries of historic structures surveys are included in previous annual reports.

II. Caretaker Maintenance of Historic Properties

FMC is providing maintenance, security, and fire protection, pending the lease or transfer of historic properties, IAW established Directives, Regulations and Plans as outlined by the Programmatic Agreement.

III. Licenses and Leases

Licenses and leases, as well as permits, have been completed for portions of FMC property and are included in previous annual reports. These documents contain language as specified in Attachment C of the Programmatic Agreement as appropriate. No modifications to the requirements identified in the Programmatic Agreement have been made concerning any structures or archaeological sites eligible for listing in the National Register of Historic Places (NRHP).

IV. Disposal of Fort McClellan Properties

Property disposal procedures for real property and improvements that do not contain historic properties or archaeological sites do not require any further action as specified in this agreement, however, the SHPO will be notified of all transfers once completed.

The Department of the Army signed Quitclaim Deed 4, July 16, 2001, transferring 281.85 acres and associated facilities to the Anniston-Calhoun County Fort McClellan Development Joint Powers Authority (JPA). Included in the transfer were 38 historic buildings located in FMC's Historic Headquarters District. This transfer included the following historic properties: Housing Quarters (Buildings 01-20) and associated garages (Buildings 181-183 and 185-190); Remington Hall (Building 51); and administrative buildings (Buildings 51, 61, 63, 65, 67, 142, and 161-163). This deed contained the covenant stipulated in Attachment D of the Programmatic Agreement.

V. Environmental Remediation

No remediation or testing plans have been identified that will affect historic properties. SHPO review and comment will be requested, as outlined in the Programmatic Agreement, if environmental remediation procedures are determined to impact historic properties.

VI. Anti-Deficiency Act

If compliance with the Anti-Deficiency Act alters or impairs the Army's ability to implement the stipulations of the agreement, consultation will be accomplished IAW Sections IX. and X. of this agreement.

VII. Status Report

This report is the third annual report as specified in Stipulation VII of the Programmatic Agreement and covers the period January 1, 2001 to December 31, 2001.

VIII. Dispute Resolution

There have been no disputes raised in connection with the Programmatic Agreement.

IX. Amendments

There have been no requests for amendments on the part of any signatories to the Programmatic Agreement.

X. Termination of Agreement

There have been no notices of termination on the part of any signatories to the Programmatic Agreement. The Army has carried out the terms of this Agreement in accordance with its responsibilities under Sections 106 and 110 of the National Historic Preservation Act.

2002 Annual Report



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
ARMY BASE REALIGNMENT AND CLOSURE, HAMPTON FIELD OFFICE
102 MCNAIR DRIVE
FORT MONROE VIRGINIA 23651

Mc
22

April 16, 2003

Base Realignment and Closure

Mr. Lee Warner
Executive Director
Alabama Historical Commission
468 South Perry St.
Montgomery, AL 36130-0900

Dear Mr. Warner:

This letter transmits the Annual Report for Calendar Year 2002 on the Implementation of the Programmatic Agreement among the Department of the Army, the Advisory Council on Historic Preservation and the Alabama State Historic Preservation Officer regarding closure and base disposal actions at Fort McClellan, Alabama. This report is also being submitted to the Advisory Council on Historic Preservation.

Please advise us, within thirty (30) days, of any comments or corrections you may have. Point of contact is Ms. Francine Cole at (757) 788-4370.

Sincerely,

Thomas E. Lederle
Director, Base Realignment and Closure
Hampton Field Office

4 Enclosures

Copy Furnished:

Assistant Chief of Staff for Installation Management, ATTN: DAIM-BO, Headquarters,
Department of the Army, 600 Army Pentagon, Washington, D.C. 20310-0600
Comunander, U.S. Army Engineer District, Mobile, ATTN: CESAM-PD-E, P.O. Box 2288,
Mobile, Alabama 36628-0001
Site Manager, U.S. Army Garrison, 291 Jimmy Parks Blvd., Fort McClellan, AL 36205-5000

ANNUAL REPORT
(January 1, 2002 to December 31, 2002)

IMPLEMENTATION OF PROGRAMMATIC AGREEMENT
AMONG THE DEPARTMENT OF THE ARMY,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE ALABAMA STATE HISTORIC PRESERVATION OFFICER

REGARDING CLOSURE AND BASE DISPOSAL ACTIONS
AT FORT MCCLELLAN, ALABAMA

INTRODUCTION

This document is the fourth annual report on the execution of the Programmatic Agreement among the Department of the Army, the Advisory Council on Historic Preservation, and the Alabama State Historic Preservation Officer (SHPO) regarding closure and base disposal actions at Fort McClellan (FMC), Alabama prepared in accordance with (IAW) the Stipulations Section of the Programmatic Agreement. The period covered by this report is January 1, 2002 to December 31, 2002.

The headings used in this report correspond to the sections of the original document for the ease of reference. This report was prepared by the U.S. Army, Assistant Chief of Staff for Installation Management Base Realignment and Closure, Hampton Field Office. All comments or requests for consultation must be received at this office within 30 days of the receipt of this report.

STIPULATIONS:

I. Identification and Evaluation

A. Archaeological Inventory and Evaluation. The Archaeological Inventory for Fort McClellan is complete under the terms of the Programmatic Agreement. No additional archaeological surveys have been completed during this reporting period. Summaries of completed archaeological inventories and evaluations are included in previous annual reports.

B. Inventory of Historic Structures. The Historic Structure Inventory for FMC is complete under the terms of the Programmatic Agreement. No additional historic structure surveys have been completed during this reporting period. Summaries of completed historic structures surveys are included in previous annual reports.

II. Caretaker Maintenance of Historic Properties. FMC is providing, or has arranged for maintenance, security, and fire protection pending the lease or transfer of historic properties IAW established directives, regulations and plans as outlined by the Programmatic Agreement.

III. Licenses and Leases. No additional licenses, leases or permits have been completed during this reporting period. Previous licenses, leases or permits are included in prior annual reports.

IV. Disposal of Fort McClellan Properties

Property disposal procedures for real property and improvements that do not contain historic properties or archaeological sites do not require any further action as specified in this agreement. However, the SHPO will be notified of all transfers. All Quitclaim Deeds containing historical buildings and archeological sites will contain covenants according to the stipulations outlined in Attachment D of the Programmatic Agreement. The following properties have been transferred as part of the BRAC process:

a. On June 25, 2002 a total of 18.81 acres transferred to the U.S. Department of Health and Human Services. There were no historical buildings or facilities associated with this transfer. A list of the buildings and facilities that transferred are at enclosure 1.

b. On October 30, 2002 a total of 129.88 acres transferred to the U.S. Department of Interior. Transfer included one historical building. A list of the buildings and facilities that transferred are at enclosure 2.

c. A total of 634.11 acres transferred (Quitclaim Deeds 5 and 6) to Anniston-Calhoun County Fort McClellan Development Joint Powers Authority (JPA) during the year 2002. There were 171 non-historical buildings/facilities and three historical buildings associated with these acres (see enclosures 3 and 4).

d. Quitclaim Deed 7 transferring 2247.55 acres to the JPA was signed on April 18, 2002, No buildings or facilities were involved in this transfer; however, one archeological site, 01CA0565, is located in the southwestern corner of the property.

V. Environmental Remediation. No remediation or testing plans have been identified that will affect historic properties. SHPO review and comment will be requested as outlined in the Programmatic Agreement, if future environmental remediation procedures are determined to impact historic properties.

VI. Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs the Army's ability to implement the stipulations of the agreement, consultation will be accomplished IAW Sections IX. and X. of this agreement.

VII. Status Report. This report is the fourth annual report as specified in Stipulation VII of the Programmatic Agreement and covers the period January 1, 2002 to December 31, 2002.

VIII. Dispute Resolution. No disputes have been raised in connection with the Programmatic Agreement.

XI. Amendments. There have been no requests for amendments to the Programmatic Agreement.

X. Termination of Agreement. No notices of termination have been requested on the part of any signatories to the Programmatic Agreement. The Army has carried out the terms of this Agreement IAW its responsibilities under Sections 106 and 110 of the National Historic Preservation Act.

**Non-Historic Buildings/Facilities
Transferred to U.S. Department of Health and Human Service
June 25, 2002**

<u>Type Space</u>	<u>Facility Number</u>	<u>Square Feet</u>
MED CTR/HOSP	00292	159,766
MON/MEMORIALS	00293	
REFUSE/GARB BLDG	00294	1,836
RW LAND PAD SUR	00297	
HEAT FUEL UNGD	0294F	
TOTAL 18.81 Acres		161,602 SF

**Buildings and Facilities
Transferred to Department of Interior
October 30, 2002**

<u>Type Space</u>	<u>Facility Number</u>	<u>Square Feet</u>
PHY FITNESS CTR	00128	13,300
ADMIN GEN PURP*	00129	905
ACS CTR	00130	24,440
COURT AREA	00132	
FIELD, SOFTBALL	00133	
FIELD, BASEBALL	00134	
TRACK, RUNNING	00135	
SEP TOILET/SHOWER	00136	287
PHY FITNESS CTR	00137	1,682
REC SHELTER	00138	3,000
SEP TOILET/SHOWER	00139	1,000
PHY FITNESS CTR	01012	41,369
HEAT FUEL UNGD	0128F	
HEAT FUEL UNGD	0130F	
TRACK, RUNNING	02103	
PLAYGROUND GP	02104	
ENG/HOUSING MNT	03140	144
WASH PLAT ORG	03146	
WASH PLAT ORG	03147	
GREASE RACK	03148	
GRANDSTAND/BLEACHER	03162	
GRANDSTAND/BLEACHER	03163	
GRANDSTAND/BLEACHER	03164	
YOUTH CENTER	03600	18,400
HEAT FUEL UNGD	1012F	
WASTE POL STR	3148W	
TOTAL 129.88 Acres		104,527 SF

***Historic Building**

**Buildings and Facilities
Transferred to JPA
May 6, 2002**

<u>Type Space</u>	<u>Facility Number</u>	<u>Square Feet</u>
ENLISTED UPH*	00141	95,193
ADMIN GEN PURP*	00143	52,042
INFO PROC CTR*	00144	29,450
ADMIN GEN PURP	00200	3,200
STORAGE GP INST	00341	4,040
STORAGE GP INST	00344	2,400
STORAGE GP INST	00345	4,040
SEP TOILET/SHOWER	00346	108
OPEN STR INST	00347	
OPEN STR INST	00355	
GAS CHAMBER	00439	512
ADMIN GEN PURP	00698	3,108
REC EQ CHECKOUT	00699	3,108
GRANDSTAND/BLEACHER	00761	
GEN INST BLDG	00810	2,232
GEN INST BLDG	00811	2,232
GEN INST BLDG	00812	2,232
AT ENL BARRACKS	00837	4,425
WASH PLAT ORG	00866	
GREASE RACK	00867	
STORAGE GP INST	00885	192
OIL STR BLDG	00886	224
DISPATCH BLDG	00887	224
MAINT STORAGE	00888	3,108
STORAGE GP INST	00896	192
UOQ TRANSIENT	00900	1,990
MISCELLANEOUS SHED	00901	75
MISCELLANEOUS SHED	00915	75
AT ENL BARRACKS	00916	3,540
AT ENL BARRACKS	00917	4,500
AT ENL BARRACKS	00918	4,425
AT ENL BARRACKS	00925	3,075
AT ENL BARRACKS	00926	3,075
AT ENL BARRACKS	00927	4,593
CO HQ BLDG	00934	4,847
ENLISTED UPH	00935	30,399
CO HQ BLDG	00936	4,847
ENLISTED UPH	00937	30,399
ENLISTED UPH	00938	30,399
CO HQ BLDG	00939	4,847
TRANSIENT UPH	00940	30,399
TRANSIENT UPH	00941	30,399
GEN INST BLDG	00954	3,750
GEN INST BLDG	00959	4,537
HEAT PLT BLDG	00976	168
REC CTR LIDE HALL	00992	4,072
CEMETERY	01100	
STORAGE GP INST	01107	100
ADMIN GEN PURP	01108	3,158

<u>Type Space</u>	<u>Facility Number</u>	<u>Square Foot</u>
HEAT FUEL UNGD	0141F	
CEMETERY	01430	
HEAT FUEL UNGD	0143F	
CONFIDENCE CSE	01550	
TRAINEE BARRACKS	01601	177,540
TRAINEE BARRACKS	01602	177,540
MISCELLANEOUS SHED	01603	75
MISCELLANEOUS SHED	01604	75
PHY FITNESS CTR	01701	21,102
PHY FITNESS CTR	01702	21,408
FIELD, SOFTBALL	01704	
MISCELLANEOUS SHED	01707	75
HEALTH CLINIC	01789	7,596
OD SWIM POOL	01790	
SEP TOILET/SHOWER	01791	812
OD POOL SERV BLDG	01792	280
MISCELLANEOUS SHED	01794	75
TRAINEE BARRACKS	01801	186,915
TRAINEE BARRACKS	01802	186,915
MISCELLANEOUS SHED	01803	75
MISCELLANEOUS SHED	01804	75
LIMIT USE INST	01881	85,164
STORAGE GP INST	01898	3,108
STORAGE GP INST	01899	3,108
ADMIN GEN PURP	01919	1,200
ADMIN GEN PURP	01920	2,082
BOWLING CENTER	01928	20,500
DENTAL CLINIC	01929	15,750
MISCELLANEOUS SHED	01964	75
MAIN POST OFFICE	01966	7,720
STORAGE GP INST	01997	18,240
ADMIN GEN PURP	02020	1,717
EXCH SER OUTLET	02042	11,375
ADMIN GEN PURP	02051	17,500
ADMIN GEN PURP/TREATY	02090	1,680
EXCH SER OUTLET	02091	3,840
REC EQ CHECKOUT	02098	3,108
STORAGE GP INST	03170	12,000
STORAGE GP INST	03171	364
MUSEUM	03182	11,696
PRINT PLANT	03183	14,000
GREASE RACK	03260	
GREASE RACK	03261	
WASH PLAT ORG	03262	
WASH PLAT ORG	03263	
OIL STR BLDG	03264	400
OIL STR BLDG	03265	400
OIL STR BLDG	03266	320

<u>Type Space</u>	<u>Facility Number</u>	<u>Square Foot</u>
STORAGE GP INST	03267	196
OIL STR BLDG	03268	120
WASH PLAT ORG	03269	
CO HQ BLDG	03278	2,750
ACCESS CNT FAC	03294	192
VEH MAINT SHOP	03298	3,861
VEH MAINT SHOP	03299	3,861
VEH BRIDGE	04307	
VEH BRIDGE	04308	
VEH BRIDGE	04318	
VEH BRIDGE	04331	
VEH BRIDGE	04350	
VEH BRIDGE	04363	
ADMIN GEN PURP	04400	1,500
STORAGE GP INST	04422	877
STORAGE GP INST	04423	877
SCALE HOUSE	04434	800
RAILROAD BRIDGE	04703	
HEAT FUEL UNGD	0503F	
HEAT FUEL UNGD	1928F	
HEAT FUEL UNGD	1929F	
HEAT FUEL UNGD	1966F	
HEAT FUEL UNGD	1997F	
HEAT FUEL UNGD	3212F	
WASTE POL STR	3298W	
MOUT TNG (SM)	MOUT9	
TOTAL 484.37 Acres		1,450,870 SF

*** Historic Buildings**

**Buildings and Facilities
Transferred to JPA
January 26, 2002**

<u>Type Space</u>	<u>Facility Number</u>	<u>Square Feet</u>
PLAYGROUND GP	00199	
GEN INST BLDG	00793	3,701
GEN INST BLDG	00801	2,232
GEN INST BLDG	00802	2,232
GEN INST BLDG	00803	2,232
ADMIN GEN PURP	00804	2,232
GEN INST BLDG	00805	2,232
GEN INST BLDG	00806	2,232
STORAGE GP INST	00807	2,232
STORAGE GP INST	00808	2,232
GEN INST BLDG	00809	2,232
GEN INST BLDG	00813	2,232
GEN INST BLDG	00814	2,232
AT ENL BARRACKS	00829	4,425
AT ENL BARRACKS	00830	4,425
AT ENL BARRACKS	00831	4,425
AT ENL BARRACKS	00832	4,425
AT ENL BARRACKS	00833	4,425
AT ENL BARRACKS	00834	4,425
AT ENL BARRACKS	00835	4,425
AT ENL BARRACKS	00838	4,425
AT ENL BARRACKS	00839	4,425
AT ENL BARRACKS	00840	4,425
AT ENL BARRACKS	00841	4,425
AT ENL BARRACKS	00842	4,425
AT ENL BARRACKS	00843	4,425
AT ENL BARRACKS	00844	4,425
CO HQ BLDG	00855	1,144
AT ENL BARRACKS	00856	1,144
GEN INST BLDG	00857	1,144
GEN INST BLDG	00858	1,144
STORAGE GP INST	00859	1,144
CO HQ BLDG	00874	1,013
CO HQ BLDG	00875	1,013
FIELD, PARADE/DRILL	01705	
CO HQ BLDG	03130	87,805
UOQ TRANSIENT	03133	10,882
UOQ TRANSIENT	03134	10,062
UOQ TRANSIENT	03136	39,061
COURT AREA	03150	
BN HQ BLDG	03160	2,655
GEN INST BLDG	03181	119,990
ADMIN GEN PURP	03191	23,093
ENL OPEN DINING	03212	17,855
RECREATION CTR	03213	14,939
ENG/HOUSING MNT	03214	4,283
MISCELLANEOUS SHED	03218	141
CHAPEL	03293	9,531
ADMIN GEN PURP	03295	2,392
BRIDGE	04353	
BRIDGE	04355	
TOTAL 149.74 Acres		881,276 SF

2003 Annual Report



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
ARMY BASE REALIGNMENT AND CLOSURE, HAMPTON FIELD OFFICE
102 MCNAIR DRIVE
FORT MONROE VIRGINIA 23651

April 9, 2004

Base Realignment and Closure

Mr. Lee Warner
Executive Director
Alabama Historical Commission
468 South Perry St.
Montgomery, AL 36130-0900

Dear Mr. Warner:

This letter transmits the Annual Report for Calendar Year 2003 on the Implementation of the Programmatic Agreement among the Department of the Army, the Advisory Council on Historic Preservation and the Alabama State Historic Preservation Officer regarding closure and base disposal actions at Fort McClellan, Alabama. This report is also being submitted to the Advisory Council on Historic Preservation.

Please advise us, within thirty (30) days, of any comments or corrections you may have. Point of contact is Ms. Francine Cole at (757) 788-4370.

Sincerely,

A handwritten signature in cursive script that reads "Thomas E. Lederle".

Thomas E. Lederle
Director, Base Realignment and Closure
Hampton Field Office

Enclosure

Copy Furnished:

Assistant Chief of Staff for Installation Management, ATTN: DAIM-BO, Headquarters,
Department of the Army, 600 Army Pentagon, Washington, D.C. 20310-0600
Commander, U.S. Army Engineer District, Mobile, ATTN: CESAM-PD-E, P.O. Box 2288,
Mobile, Alabama 36628-0001
Site Manager, U.S. Army Garrison, 291 Jimmy Parks Blvd., Fort McClellan, AL 36205-5000

ANNUAL REPORT
(January 1, 2003 to February 29, 2004)

**IMPLEMENTATION OF PROGRAMMATIC AGREEMENT
AMONG THE DEPARTMENT OF THE ARMY,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE ALABAMA STATE HISTORIC PRESERVATION OFFICER**

**REGARDING CLOSURE AND BASE DISPOSAL ACTIONS
AT FORT MCCLELLAN, ALABAMA**

INTRODUCTION

This document is the fifth annual report on the execution of the Programmatic Agreement (Agreement) among the Department of the Army, the Advisory Council on Historic Preservation, and the Alabama State Historic Preservation Officer (SHPO) regarding closure and base disposal actions at Fort McClellan (FMC), Alabama prepared according to the Stipulations Section of the Agreement. The period covered by this report is January 1, 2003 to February 29, 2004.

The headings used in this report correspond to the sections of the original document for ease of reference. This report was prepared by the U.S. Army Assistant Chief of Staff for Installation Management, Base Realignment and Closure (BRAC), Hampton Field Office. All comments or requests for consultation must be received at this office within 30 days of the receipt of this report.

STIPULATIONS

I. Identification and Evaluation

A. Archaeological Inventory and Evaluation. The Archaeological Inventory for FMC is complete under the terms of the Agreement. No additional archaeological surveys were completed during this reporting period. Summaries of completed archaeological inventories and evaluations were included in previous annual reports.

B. Inventory of Historic Structures. The Historic Structure Inventory for FMC is complete under the terms of the Agreement. No additional historic structure surveys were completed during this reporting period. Summaries of completed historic structures surveys were included in previous annual reports. The annual report for 2000 presented the findings of the *Historic Context Study, World War II and Cold War Era Buildings and Structures, Fort McClellan*, New South Associates, Inc., 2000. An additional finding in that study, not mentioned in the previous annual report, changed the status of facility 216, Railroad Coal Trestle, from non-contributing to contributing to the Industrial District. The original determination of non-contributing was based on a study, *The Military Showplace of the South, Fort McClellan, Alabama, A Historic Building Inventory*, New South Associates, Inc., 1993, that evaluated facility 216 to be not potentially eligible for the National Register.

S:\MC APR 9 '04 PM 12:56

C. Caretaker Maintenance of Historic Properties. FMC provided, or arranged for, maintenance, security, and fire protection pending the lease or transfer of historic properties, according to established directives, regulations, and plans as outlined by the Agreement. All historic structures and archaeological sites are transferred; therefore, caretaker maintenance by FMC is no longer required

III. Licenses and Leases. No additional licenses, leases, or permits were completed during this reporting period. Previous licenses, leases, or permits were included in prior annual reports. All historic or archaeological sites on the Main Post are transferred; there are no leases or licenses in effect for any of these properties.

IV. Disposal of Fort McClellan Properties. The Army has transferred all historic properties and archaeological sites identified and located on the main post of FMC. Property disposal procedures for real property and improvements that do not contain historic properties or archaeological sites do not require any further action as specified in this Agreement. However, the SHPO will be notified of all transfers. All Quitclaim Deeds containing historical buildings and archeological sites have contained covenants according to the stipulations outlined in Attachments D and E of the Agreement. Other transfer instruments, e.g., easements, letters of transfer, have contained notification of historic and archaeological property when appropriate. The following properties transferred, during the reporting period, as part of the BRAC process:

A. In 2003 the Department of the Army (DA) transferred approximately 5232.67 acres to Anniston-Calhoun County Fort McClellan Development Joint Powers Authority (JPA). The transfers included 22 historic facilities. A list of facilities that transferred is at enclosure 1. The property that transferred on September 26, 2003, included eight eligible archaeological sites – 01CA0114, 01CA0129, 01CA0156, 01CA0157, 01CA0588, 01CA0598, 01CA0618, and 01CA0619.

B. On May 29, 2003, DA transferred approximately 7,758.68 acres to the U. S. Department of the Interior. There were no historic facilities included in this transfer. A list of facilities that transferred is at enclosure 2. There were 17 eligible archaeological sites included in this transfer – 01CA0105, 01CA0112, 01CA0113, 01CA0116, 01CA0117, 01CA0118, 01CA0120, 01CA0121, 01CA0137, 01CA0144, 01CA0590, 01CA0612, 01CA0614, 01CA0621, 01CA0622, 01CA0623, and Site 24.

C. On January 14, 2004, DA transferred approximately 69.10 acres to the Alabama Department of Transportation. There were no historic facilities or eligible archaeological sites included in this transfer. A list of the facilities that transferred is at enclosure 2.

D. On February 24, 2004, DA transferred 0.55 acres to the City of Anniston. The transfer included only one facility (#00228), a historic building (enclosure 2), and no eligible archaeological sites.

V. Environmental Remediation. No remediation or testing plans were identified that would affect historic properties. SHPO review and comment will be requested as outlined in the

Agreement if future environmental remediation procedures are determined to impact historic properties,

VI. Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs the Army's ability to implement the stipulations of the Agreement, consultation will be accomplished according to Sections IX and X of this Agreement.

VII. Status Report. This report is the fifth annual report as specified in Stipulation VII of the Agreement and covers the period January 1, 2003 to February 29, 2004.

VIII. Dispute Resolution. No disputes were raised in connection with the Agreement.

IX. Amendments. There were no requests for amendments to the Agreement.

X. Termination of Agreement. No notices of termination were requested by any signatories to the Agreement. The Army carried out the terms of this Agreement according to its responsibilities under Sections 106 and 110 of the National Historic Preservation Act.

Facilities Transferred to JPA
2003

type Space	Facility #	Square Feet	Instrument	Transfer Date
TNG AIDS CTR	00267	18,728	Quitclaim Deed 8	February 13, 2003
UOQ TRANSIENT	00300	3,149	Quitclaim Deed 8	February 13, 2003
LD/UNLD DOC/RMP	00301		Quitclaim Deed 8	February 13, 2003
STORAGE GP INST	00305	9,000	Quitclaim Deed 8	February 13, 2003
STORAGE GP INST	00308	9,000	Quitclaim Deed 8	February 13, 2003
STORAGE GP INST	00309	9,360	Quitclaim Deed 8	February 13, 2003
STORAGE GP INST	00310	9,360	Quitclaim Deed 8	February 13, 2003
STORAGE GP INST	00311	9,000	Quitclaim Deed 8	February 13, 2003
LD/UNLD DOC/RMP	00312		Quitclaim Deed 8	February 13, 2003
LD/UNLD DOC/RMP	00313		Quitclaim Deed 8	February 13, 2003
STORAGE GP INST	00314	9,360	Quitclaim Deed 8	February 13, 2003
STORAGE GP INST	00315	9,360	Quitclaim Deed 8	February 13, 2003
STORAGE GP INST	00316	9,360	Quitclaim Deed 8	February 13, 2003
STORAGE GP INST	00317	9,360	Quitclaim Deed 8	February 13, 2003
STORAGE GP INST	00318	9,000	Quitclaim Deed 8	February 13, 2003
STORAGE GP INST	00319	9,000	Quitclaim Deed 8	February 13, 2003
STORAGE GP INST	00320	9,000	Quitclaim Deed 8	February 13, 2003
STORAGE GP INST	00321	9,360	Quitclaim Deed 8	February 13, 2003
EXCH WAREHOUSE	00322	9,360	Quitclaim Deed 8	February 13, 2003
STORAGE GP INST	00323	9,360	Quitclaim Deed 8	February 13, 2003
AT ENL BARRACKS	00324	2,482	Quitclaim Deed 8	February 13, 2003
ADMIN GEN PURP	00325	6,227	Quitclaim Deed 8	February 13, 2003
TORAGE GP INST	00326	216	Quitclaim Deed 8	February 13, 2003
JES FAC	00328	11,616	Quitclaim Deed 8	February 13, 2003
MAINT STORAGE	00337	9,640	Quitclaim Deed 8	February 13, 2003
REFUSE/GARB BLDG	00338	18,240	Quitclaim Deed 8	February 13, 2003
MAINT STORAGE	00339	10,540	Quitclaim Deed 8	February 13, 2003
WASH PLAT ORG	00546		Quitclaim Deed 8	February 13, 2003
COV TNG AREA	00780	600	Quitclaim Deed 8	February 13, 2003
SEP TOILET/SHOWER	00781	120	Quitclaim Deed 8	February 13, 2003
SEP TOILET/SHOWER	00782	120	Quitclaim Deed 8	February 13, 2003
CBT IN CITY FAC	00783		Quitclaim Deed 8	February 13, 2003
CO HQ BLDG	00852	1,144	Quitclaim Deed 8	February 13, 2003
CO HQ BLDG	00853	1,144	Quitclaim Deed 8	February 13, 2003
CO HQ BLDG	00854	1,144	Quitclaim Deed 8	February 13, 2003
OPEN STR INST	01270		Quitclaim Deed 8	February 13, 2003
AUTO SKILL CTR	01800	8,064	Quitclaim Deed 8	February 13, 2003
FLAM MAT STR IN	01830	144	Quitclaim Deed 8	February 13, 2003
WASH PLAT ORG	01831		Quitclaim Deed 8	February 13, 2003
HEAT PLT BLDG	01876	6,607	Quitclaim Deed 8	February 13, 2003
PICK UP POINT	02099	3,096	Quitclaim Deed 8	February 13, 2003
TNG AIDS CTR	02115	3,956	Quitclaim Deed 8	February 13, 2003
TNG AIDS CTR	02116	10,576	Quitclaim Deed 8	February 13, 2003
FLAM MAT STR IN	02117	225	Quitclaim Deed 8	February 13, 2003
AUDO AID INST	03165	6,250	Quitclaim Deed 8	February 13, 2003
HEAT PLT BLDG	03176	10,351	Quitclaim Deed 8	February 13, 2003
PED BRIDGE	04310		Quitclaim Deed 8	February 13, 2003
ED BRIDGE	04334		Quitclaim Deed 8	February 13, 2003
MMUNITION MAGAZINE*	04401	1,232	Quitclaim Deed 8	February 13, 2003
AMMUNITION MAGAZINE*	04402	390	Quitclaim Deed 8	February 13, 2003

Facilities Transferred to JPA
2003

Type Space	Facility #	Square Feet	Instrument	Transfer Date
AMMUNITION MAGAZINE*	04405	1,440	Quitclaim Deed 8	February 13, 2003
UNKNOWN MUNITIONS STRUCTURE*	04406	80	Quitclaim Deed 8	February 13, 2003
HE MAG INST	04410	976	Quitclaim Deed 8	February 13, 2003
HE MAG INST	04411	976	Quitclaim Deed 8	February 13, 2003
IGLOO MAGAZINE*	04412	480	Quitclaim Deed 8	February 13, 2003
IGLOO MAGAZINE*	04413	968	Quitclaim Deed 8	February 13, 2003
HE MAG INST	04420	4,032	Quitclaim Deed 8	February 13, 2003
HE MAG INST	04421	54	Quitclaim Deed 8	February 13, 2003
FLAM MAT STR IN	04424	10,000	Quitclaim Deed 8	February 13, 2003
IGLOO STR INST	04425	1,500	Quitclaim Deed 8	February 13, 2003
IGLOO STR INST	04426	1,500	Quitclaim Deed 8	February 13, 2003
IGLOO STR INST	04427	1,500	Quitclaim Deed 8	February 13, 2003
ENG/HOUSING MNT	04437	480	Quitclaim Deed 8	February 13, 2003
STR SHED GP INS	04460	288	Quitclaim Deed 8	February 13, 2003
FH CO/WO	03339A	3,209	Quitclaim Deed 8	February 13, 2003
FH CO/WO	03339B		Quitclaim Deed 8	February 13, 2003
EXCH MAIN STORE	01965	63,267	Quitclaim Deed 9	June 5, 2003
EXCH SER OUTLET	02041	62,632	Quitclaim Deed 9	June 5, 2003
STORAGE GP INST	01005	80	Quitclaim Deed 10	August 5, 2003
FACILITY SIGN	02246		Quitclaim Deed 10	August 5, 2003
GOLF CLUB HOUSE	02247	9,900	Quitclaim Deed 10	August 5, 2003
GOLF CSE MAINT	02248	2,960	Quitclaim Deed 10	August 5, 2003
OLF CSE 18 HOLE	02251		Quitclaim Deed 10	August 5, 2003
OLF CSE MAINT	02252	2,000	Quitclaim Deed 10	August 5, 2003
WTR SUP BLDG NP	02253	400	Quitclaim Deed 10	August 5, 2003
GEN INST BLDG	02263	2,460	Quitclaim Deed 10	August 5, 2003
VEH BRIDGE	04301		Quitclaim Deed 10	August 5, 2003
VEH BRIDGE	04304		Quitclaim Deed 10	August 5, 2003
PED BRIDGE	04311		Quitclaim Deed 10	August 5, 2003
PED BRIDGE	04312		Quitclaim Deed 10	August 5, 2003
PED BRIDGE	04313		Quitclaim Deed 10	August 5, 2003
PED BRIDGE	04315		Quitclaim Deed 10	August 5, 2003
PED BRIDGE	04316		Quitclaim Deed 10	August 5, 2003
PED BRIDGE	04317		Quitclaim Deed 10	August 5, 2003
PED BRIDGE	04320		Quitclaim Deed 10	August 5, 2003
PED BRIDGE	04329		Quitclaim Deed 10	August 5, 2003
PED BRIDGE	04330		Quitclaim Deed 10	August 5, 2003
PED BRIDGE	04332		Quitclaim Deed 10	August 5, 2003
PED BRIDGE	04333		Quitclaim Deed 10	August 5, 2003
PED BRIDGE	04343		Quitclaim Deed 10	August 5, 2003
VEH BRIDGE	04367		Quitclaim Deed 10	August 5, 2003
RAILROAD BRIDGE	04705		Quitclaim Deed 10	August 5, 2003
RAILROAD BRIDGE	04706		Quitclaim Deed 10	August 5, 2003
ENG/HOUSING MNT	00201	516	Quitclaim Deed 11	August 13, 2003
STORAGE GP INST	00202	12,000	Quitclaim Deed 11	August 13, 2003
LD/UNLD DOC/RMP	00203		Quitclaim Deed 11	August 13, 2003
DISPATCH BLDG	00204	292	Quitclaim Deed 11	August 13, 2003
TR SHED GP INS	00205	2,400	Quitclaim Deed 11	August 13, 2003
ADMIN GEN PURP	00206	400	Quitclaim Deed 11	August 13, 2003
FLAM MAT STR IN	00207	400	Quitclaim Deed 11	August 13, 2003

Facilities Transferred to JPA
2003

Use Space	Facility #	Square Feet	Instrument	Transfer Date
VEH STR SHED INST	00208	6,150	Quitclaim Deed 11	August 13, 2003
GREASE RACK	00209		Quitclaim Deed 11	August 13, 2003
WASH PLAT ORG	00210		Quitclaim Deed 11	August 13, 2003
ENTOMOLOGY FAC	00211	1,200	Quitclaim Deed 11	August 13, 2003
ENG/HOUSING MNT	00212	600	Quitclaim Deed 11	August 13, 2003
STR SHED GP INS	00213	1,728	Quitclaim Deed 11	August 13, 2003
ENG/HOUSING MNT	00214	100	Quitclaim Deed 11	August 13, 2003
ADMIN GEN PURP	00215	28,561	Quitclaim Deed 11	August 13, 2003
VEH STR SHED INST	00217	600	Quitclaim Deed 11	August 13, 2003
VEH STR SHED INST	00218	5,000	Quitclaim Deed 11	August 13, 2003
STR SHED GP INS	00219	2,200	Quitclaim Deed 11	August 13, 2003
VEH STR SHED INST	00220	1,840	Quitclaim Deed 11	August 13, 2003
VEH STR SHED INST	00221	960	Quitclaim Deed 11	August 13, 2003
VEH STR SHED INST	00222	528	Quitclaim Deed 11	August 13, 2003
GREASE RACK	00223		Quitclaim Deed 11	August 13, 2003
OPEN STR INST	00224		Quitclaim Deed 11	August 13, 2003
COURT AREA	00285		Quitclaim Deed 11	August 13, 2003
EMER OPNS BLDG	01120	5,436	Quitclaim Deed 11	August 13, 2003
COURT AREA	01703		Quitclaim Deed 11	August 13, 2003
COURT AREA	01706		Quitclaim Deed 11	August 13, 2003
ADMIN GEN PURP	02203	11,817	Quitclaim Deed 11	August 13, 2003
COURT AREA	03215		Quitclaim Deed 11	August 13, 2003
COURT AREA	03216		Quitclaim Deed 11	August 13, 2003
RAILROAD COAL TRESTLE*	00216		Quitclaim Deed 12	September 17, 2003
CLOTHING (MILITARY SALES) BUILDING*	00229	12,090	Quitclaim Deed 12	September 17, 2003
CLOTHING (MILITARY SALES) BUILDING*	00230	5,810	Quitclaim Deed 12	September 17, 2003
VEHICLE MAINTENANCE BUILDING*	00234	17,763	Quitclaim Deed 12	September 17, 2003
TECHNICAL MAINTENANCE SHOP*	00236	14,237	Quitclaim Deed 12	September 17, 2003
VEHICLE STORAGE BUILDING*	00237	12,643	Quitclaim Deed 12	September 17, 2003
VEHICLE STORAGE BUILDING*	00238	9,212	Quitclaim Deed 12	September 17, 2003
POLL CATCH BASS	00239		Quitclaim Deed 12	September 17, 2003
ADMINISTRATION BUILDING*	00240	1,620	Quitclaim Deed 12	September 17, 2003
ADMINISTRATION WAREHOUSE BUILDING* (includes 241, 241A, 241B)	00241	60,425	Quitclaim Deed 12	September 17, 2003
GENERAL STOREHOUSE*	00242	9,422	Quitclaim Deed 12	September 17, 2003
STORAGE BUILDING*	00243	3,024	Quitclaim Deed 12	September 17, 2003
STORAGE BUILDING/TECHNICAL SHOP*	00244	1,024	Quitclaim Deed 12	September 17, 2003
COLD STORAGE BUILDING*	00246	23,366	Quitclaim Deed 12	September 17, 2003
WAREHOUSE/LAUNDRY BUILDING*	00247	10,080	Quitclaim Deed 12	September 17, 2003
CENT WASH FAC	00253		Quitclaim Deed 12	September 17, 2003
STORAGE GP INST	00256	24,739	Quitclaim Deed 12	September 17, 2003
STORAGE GP INST	00257	10,200	Quitclaim Deed 12	September 17, 2003
STORAGE GP INST	00258	10,431	Quitclaim Deed 12	September 17, 2003
STORAGE GP INST	00260	10,431	Quitclaim Deed 12	September 17, 2003
STORAGE GP INST	00261	9,394	Quitclaim Deed 12	September 17, 2003
COLD STR INST	00262	9,394	Quitclaim Deed 12	September 17, 2003
LD/UNLD DOC/RMP	00264		Quitclaim Deed 12	September 17, 2003
VEH FUEL MORGAS	00265	183	Quitclaim Deed 12	September 17, 2003
ENG/HOUSING MNT	00266	144	Quitclaim Deed 12	September 17, 2003
TRANSIENT UPH	00269	2,277	Quitclaim Deed 12	September 17, 2003
FAC INFO SIGN	01927		Quitclaim Deed 12	September 17, 2003

Facilities Transferred to JPA
2003

Type Space	Facility #	Square Feet	Instrument	Transfer Date
POST RESTAURANT	01967	3,505	Quitclaim Deed 12	September 17, 2003
ACCESS CNT FAC	03155	256	Quitclaim Deed 12	September 17, 2003
FIELD, PARADE/DRILL	03173		Quitclaim Deed 12	September 17, 2003
LIMIT USE INST	03177	629	Quitclaim Deed 12	September 17, 2003
LIMIT USE INST	03178	629	Quitclaim Deed 12	September 17, 2003
LIMIT USE INST	03185	8,141	Quitclaim Deed 12	September 17, 2003
LIMIT USE INST	03186	725	Quitclaim Deed 12	September 17, 2003
LIMIT USE INST	03187	725	Quitclaim Deed 12	September 17, 2003
LIMIT USE INST	03188	725	Quitclaim Deed 12	September 17, 2003
LIMIT USE INST	03189	1,035	Quitclaim Deed 12	September 17, 2003
IGLOO MAGAZINE*	04415	264	Quitclaim Deed 12	September 17, 2003
IGLOO MAGAZINE*	04416	264	Quitclaim Deed 12	September 17, 2003
RAILROAD BRIDGE	04702		Quitclaim Deed 12	September 17, 2003
MAINT STORAGE	00335	6,933	Quitclaim Deed 13	September 26, 2003
HEAT PLANT GAS	00336	624	Quitclaim Deed 13	September 26, 2003
PLAYGROUND GP	00400		Quitclaim Deed 13	September 26, 2003
RETAIN STRUCTUR	00412		Quitclaim Deed 13	September 26, 2003
SEP TOILET/SHOWER	00413	480	Quitclaim Deed 13	September 26, 2003
FISH/WILD MGT	00414		Quitclaim Deed 13	September 26, 2003
WTR SUP/TRT BLDG	00420	48	Quitclaim Deed 13	September 26, 2003
REC SHELTER	00426	1,200	Quitclaim Deed 13	September 26, 2003
REC SHELTER	00435	1,200	Quitclaim Deed 13	September 26, 2003
REC SHELTER	00436	734	Quitclaim Deed 13	September 26, 2003
SEP TOILET/SHOWER	00457	405	Quitclaim Deed 13	September 26, 2003
USAR CENTER	01617	2,284	Quitclaim Deed 13	September 26, 2003
WASH PLAT ORG	01643		Quitclaim Deed 13	September 26, 2003
GREASE RACK	01646		Quitclaim Deed 13	September 26, 2003
USAR VEH MAINT	01689	1,288	Quitclaim Deed 13	September 26, 2003
LD/UNLD DOC/RMP	01690		Quitclaim Deed 13	September 26, 2003
STORAGE GP INST	01693	2,600	Quitclaim Deed 13	September 26, 2003
VEH MAINT SHOP	01696	3,108	Quitclaim Deed 13	September 26, 2003
STORAGE GP INST	01697	3,396	Quitclaim Deed 13	September 26, 2003
USAR VEH MAINT	01698	3,108	Quitclaim Deed 13	September 26, 2003
OPEN STR INST	01699		Quitclaim Deed 13	September 26, 2003
CHAPEL	01740	5,880	Quitclaim Deed 13	September 26, 2003
ACCESS CNT FAC	01998	36	Quitclaim Deed 13	September 26, 2003
EXCH AUTO SER	02109	2,500	Quitclaim Deed 13	September 26, 2003
UOQ TRANSIENT	03137	48,500	Quitclaim Deed 13	September 26, 2003
VEH MAINT SHOP	03138	5,360	Quitclaim Deed 13	September 26, 2003
FLAM MAT STR IN	03141	400	Quitclaim Deed 13	September 26, 2003
WASH PLAT ORG	03142		Quitclaim Deed 13	September 26, 2003
GRV OIL/GRE SEP	03143		Quitclaim Deed 13	September 26, 2003
STORAGE GP INST	03144	600	Quitclaim Deed 13	September 26, 2003
GREASE RACK	03145		Quitclaim Deed 13	September 26, 2003
OUTDOOR THEATER	03152		Quitclaim Deed 13	September 26, 2003
WK ANIMAL BLDG	03172	1,003	Quitclaim Deed 13	September 26, 2003
STORAGE GP INST	03174	1,392	Quitclaim Deed 13	September 26, 2003
STORAGE GP INST	03179	200	Quitclaim Deed 13	September 26, 2003
GRANDSTAND/BLEACHER	03190		Quitclaim Deed 13	September 26, 2003
LIMIT USE INST	03192	2,100	Quitclaim Deed 13	September 26, 2003

Other Facilities Transferred During This Reporting Period

Type Space	Facility #	Square Feet
Transferred to the U.S. Department of the Interior by Letter of Transfer on May 29, 2003		
TNG AREA BRIDGE	06505	
POLL CATCH BAS	06604	
OTHER	R6577	
TOTAL 7,758.68 Acres		0
Transferred to the Alabama Department of Transportation by Deed on January 14, 2004		
FAC INFO SIGN	03701	
FAC INFO SIGN	03796	
ACCESS CNT FAC	03799	518
TOTAL 69.10 Acres		518
Transferred to the City of Anniston by Deed on February 24, 2004		
ELECTRICAL MAINTENANCE SHOP*	00228	8,487
TOTAL 0.55 Acres		8,487
* Historic Facility		

Termination of Programmatic Agreement



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
ARMY BASE REALIGNMENT AND CLOSURE, HAMPTON FIELD OFFICE
102 MCNAIR DRIVE
FORT MONROE VIRGINIA 23651

MAY 9 2004

Base Realignment and Closure

Mr. John M Fowler
Executive Director
Advisory Council on Historic Preservation
1100 Pennsylvania Avenue N.W., #809
Washington, DC 20003

Dear Mr. Fowler:

Reference is made to the "Programmatic Agreement among United States Army, Alabama State Historic Preservation Officer, and Advisory Council on Historic Preservation for Closure and Disposal of Fort McClellan, Alabama" dated 1998. It is our position that the purpose of the Programmatic Agreement has been met and that no reason exists to continue it. Therefore, under Section X, Termination of the Agreement, notice is given to terminate the agreement.

A review of our documents and the 2003 Annual Report indicate that the purpose for and all requirements under the Agreement have been met. To that end, all surveys, inventories, and investigations have been completed; and all properties containing historic and/or archeological sites (other than the German-Italian Prisoner of War (POW) Cemetery which will remain under Army control, i.e., Anniston Army Depot) have been transferred. All transfers to non-federal agencies have contained the appropriate deed restrictions and covenants. Transfers to federal agencies have included notice of historic and/or archaeological sites.

Approximately 400 acres remain to be transferred to non-federal government agencies. None of the remaining properties contain any identified historic and/or archeological sites, and no preservation covenants will be needed in any deeds. These remaining transfers will be made to the Alabama Department of Transportation (for construction of the Eastern Bypass) and to the Anniston Water Works and Sewer Board (for construction of water towers). Lastly, accountability for the property used by the Alabama National Guard (approximately 22,536 acres) will transfer to the U.S. Army National Guard Bureau; and accountability for two cemeteries, one of which is the POW Cemetery, will transfer to the Anniston Army Depot. However, transfer of accountability does not affect the status of the property as being owned and under the control of the U.S. Army.

Since 1999 Army has submitted annual reports to the State Historic Preservation Officer and the Advisory Council on Historic Preservation reporting on the status of the Programmatic Agreement and providing notification of property transfers. Please advise us if any additional information is required or if you wish to discuss this request further. My point of contact is Ms. Francine Cole at (757) 788-4370.

Sincerely,



Thomas E. Lederte
Director, Base Realignment and Closure
Hampton Field Office

Copy Furnished:

Executive Director, Alabama Historical Commission, 468 South Perry Street, Montgomery,
AL 36130-0900

Assistant Chief of Staff for Installation Management, ATTN: DAIM-BO, Headquarters,
Department of the Army, 600 Army Pentagon, Washington, D.C. 20310-0600

Commander, U.S. Army Engineer District, Mobile, ATTN: CESAM-PD-E, P.O. Box 2288,
Mobile, Alabama 36628-0001

Site Manager, U.S. Army Garrison, 291 Jimmy Parks Blvd., Fort McClellan, AL 36205-5000



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
ARMY BASE REALIGNMENT AND CLOSURE, HAMPTON FIELD OFFICE
102 MCNAIR DRIVE
FORT MONROE VIRGINIA 23651

OK
LIC PER SKINS
TO BOWMAN
HANEW

1998 10 20 2000

Base Realignment and Closure

Mr. Lee Warner
Executive Director
Alabama Historical Commission
468 South Perry St.
Montgomery, AL 36130-0900

Dear Mr. Warner:

Reference is made to the "Programmatic Agreement among United States Army, Alabama State Historic Preservation Officer, and Advisory Council on Historic Preservation for Closure and Disposal of Fort McClellan, Alabama" dated 1998. It is our position that the purpose of the Programmatic Agreement has been met and that no reason exists to continue it. Therefore, under Section X, Termination of the Agreement, notice is given to terminate the agreement.

A review of our documents and the 2003 Annual Report indicate that the purpose for and all requirements under the Agreement have been met. To that end, all surveys, inventories, and investigations have been completed; and all properties containing historic and/or archeological sites (other than the German-Italian Prisoner of War (POW) Cemetery which will remain under Army control, i.e., Anniston Army Depot) have been transferred. All transfers to non-federal agencies have contained the appropriate deed restrictions and covenants. Transfers to federal agencies have included notice of historic and/or archaeological sites.

Approximately 400 acres remain to be transferred to non-federal government agencies. None of the remaining properties contain any identified historic and/or archeological sites, and no preservation covenants will be needed in any deeds. These remaining transfers will be made to the Alabama Department of Transportation (for construction of the Eastern Bypass) and to the Anniston Water Works and Sewer Board (for construction of water towers). Lastly, accountability for the property used by the Alabama National Guard (approximately 22,536 acres) will transfer to the U.S. Army National Guard Bureau; and accountability for two cemeteries, one of which is the POW Cemetery, will transfer to the Anniston Army Depot. However, transfer of accountability does not affect the status of the property as being owned and under the control of the U.S. Army.

Since 1999 Army has submitted annual reports to the State Historic Preservation Officer and the Advisory Council on Historic Preservation reporting on the status of the Programmatic Agreement and providing notification of property transfers. Please advise us if any additional information is required or if you wish to discuss this request further. My point of contact is Ms. Francine Cole at (757) 788-4370.

Sincerely,



Thomas E. Lederle
Director, Base Realignment and Closure
Hampton Field Office

Copy Furnished:

Executive Director, Advisory Council on Historic Preservation, 1100 Pennsylvania Ave., N.W.
#809, Washington, D.C. 20004
Assistant Chief of Staff for Installation Management, ATTN: DAIM-BO, Headquarters,
Department of the Army, 600 Army Pentagon, Washington, D.C. 20310-0600
Commander, U.S. Army Engineer District, Mobile, ATTN: CESAM-PD-E, P.O. Box 2288,
Mobile, Alabama 36628-0001
Site Manager, U.S. Army Garrison, 291 Jimmy Parks Blvd., Fort McClellan, AL 36205-5000

AK



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
ARMY BASE REALIGNMENT AND CLOSURE, HAMPTON FIELD OFFICE
102 MCNAIR DRIVE
FORT MONROE VIRGINIA 23651

August 25, 2004

Base Realignment and Closure

Mr. John Fowler
Executive Director
Advisory Council on Historic Preservation
1100 Pennsylvania Ave. N.W.
Washington, D.C. 2004

Dear Mr. Fowler:

Enclosed for your files is a copy of the Alabama Historical Commission Letter agreeing to termination of the Programmatic Agreement among the Department of the Army, the Advisory Council on Historic Preservation and the Alabama State Historic Preservation Officer regarding closure and base disposal actions at Fort McClellan, Alabama.

Point of contact is Ms. Francine Cole at (757) 788-4370.

Sincerely,

Thomas E. Lederle
Director, Base Realignment and Closure
Hampton Field Office

Enclosure

Assistant Chief of Staff for Installation Management, ATTN: DAIM-BO, Headquarters,
Department of the Army, 600 Army Pentagon, Washington, D.C. 20310-0600
Commander, U.S. Army Engineer District, Mobile, ATTN: CESAM-PD-E, P.O. Box 2288,
Mobile, Alabama 36628-0001
Site Manager, U.S. Army Garrison, 291 Jimmy Parks Blvd., Fort McClellan, AL 36205-5000

August 9, 2004

Thomas E. Lederle
Director, Base Realignment and Closure
Hampton Field Office
Department of the Army
Army Base Realignment and Closure, Hampton Field Office
102 McNair Drive
Fort Monroe, Virginia 23651

LEE H. WARNER
Executive Director

468 South Perry Street
Montgomery, Alabama
36130-0900

Re: Programmatic Agreement Ft. McClellan Base Closure
Calhoun County

Dear Mr. Lederle:

The Alabama Historical Commission agrees that the Department of Army has met its responsibilities as outlined in the above referenced programmatic agreement. Therefore the agreement may be terminated. We appreciate your efforts to help us in preserving Alabama's non-renewable cultural resources. If you have questions or comments, or if we may be of additional service, please contact Stacye Hathorn of our office and include the AHC project number referenced above.

Very truly yours,



Elizabeth Ann Brown
Deputy State Historic Preservation Officer

EAB/LDB/sgb



Preserving America's Heritage

September 7, 2004

Mr. Thomas E. Lederle
Director, Base Realignment and Closure
Hampton Field Office
102 McNair Drive
Fort Monroe, VA 23651

Re: Base Closure Programmatic Agreement
Fort McClellan, Alabama

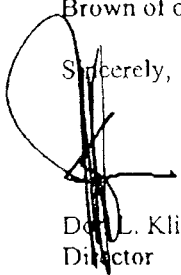
Dear Mr. Lederle:

On August 30, 2004, we received your letter stating that the Programmatic Agreement (PA) for Closure and Disposal of Fort McClellan, Alabama will be terminated per the suggestion of the State Historic Preservation Office (SHPO). In a letter to your office dated August 9, 2004, the Alabama SHPO said that the Army may terminate the agreement because they have met their responsibilities outlined in the PA. We do not object to this action; however, for future reference, please be advised that termination of an agreement is not necessary when the terms of the agreement have been fulfilled. Our regulations state that execution and implementation of an agreement evidences compliance with Section 106. Termination is only necessary when a signatory determines that the agreed upon terms cannot be carried out. We have copied the SHPO on this letter to inform their office to this issue as well.

Also, thank you for the copy of your letter to the AL SHPO, dated August 25, 2004, regarding corrections to various annual reports. We will retain a copy of this letter for our files.

Should you have any questions regarding this project, please feel free to contact Karen Theimer Brown of our staff at 202.606.8534, or via e-Mail at ktheimer@achp.gov. Thank you.

Sincerely,


Don L. Klima
Director
Office of Federal Agency Programs

ADVISORY COUNCIL ON HISTORIC PRESERVATION

1100 Pennsylvania Avenue NW, Suite 809 • Washington, DC 20004
Phone: 202-606-8503 • Fax: 202-606-8647 • achp@achp.gov • www.achp.gov

Supplement to Annual Reports



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
ARMY BASE REALIGNMENT AND CLOSURE, HAMPTON FIELD OFFICE
102 MCNAIR DRIVE
FORT MONROE VIRGINIA 23651-1048

August 25, 2004

Base Realignment and Closure

Mr. Lee Warner
Executive Director
Alabama Historical Commission
468 South Perry St.
Montgomery, AL 36130-0900

Dear Mr. Warner:

This letter is a supplement to previous annual reports submitted under the terms of the Programmatic Agreement (PA) among the Department of the Army, the Advisory Council on Historic Preservation, and the Alabama State Historic Preservation Officer regarding closure and disposal actions at Fort McClellan, Alabama.

During a review of annual reports submitted for calendar years 1999-2003 we discovered several omissions and errors that need to be corrected. Corrections are listed below:

- Facility 252 transferred to BellSouth Communications September 29, 1999, however, notice of the transfer was not included in the 1999 Annual Report. Additionally, the Chemical Defense Training Facility (CDTF) historic district, was documented as eligible in 2000, (*Historic Context Study, World War II and Cold War Era Buildings and Structures, Fort McClellan*, New South Associates, Inc., 2000), after the transfer to BellSouth had occurred. Army reported this change in status in the 2000 annual report and will notify BellSouth of the historic significance of the CDTF district.
- Facility 69 transferred to the City of Anniston December 29, 1999. The 1999 annual report stated building 61 was transferred. This was a typographical error and the report should have stated building 69 transferred. Building 61 actually transferred to the Anniston-Calhoun County Fort McClellan Joint Powers Authority (JPA) in July 2001 and was reported in the annual report for that year.
- Archaeological Site 01CA060 transferred to the JPA December 12, 2000. The transfer was not reported in the annual report because at that time, the Geographical Information System shape file placed the site outside the property that was transferred. Upon review of the files, it was determined that the site is included in that property. The Army will notify the JPA that this site is eligible for inclusion in the National Register of Historic Places.

- The Army's intent to transfer Facilities 4479, 4482, 4483, and 4484 to the Department of Justice was reported in the 2000 annual report; however, notice of the actual July 16, 2001, transfer was not included in the 2001 annual report.
- Archaeological Site 01CA0567 transferred to the Alabama Department of Transportation August 2, 2001, however, notice of the transfer was not included in the annual report.
- Facility 170 transferred to the JPA July 13, 2001, however, notice of the transfer was not included in the annual report.
- Facility 4342, a pedestrian bridge, transferred to the JPA July 13, 2001, however, notice of the transfer was not included in the annual report. The bridge was determined to be a contributing resource to the industrial district as a result of the 2000 *Historic Context Study* that was completed after the PA was signed. This change in status was reported in the 2000 annual report. The Army will notify the JPA of the historic status of this facility.
- Transfer of Archaeological Site 01CA565 to the JPA was reported in the 2002 annual report, however, the site was transferred in Quitclaim Deed 6 signed May 6, 2002, rather than in Deed 7 as stated in the annual report.
- Facility 216, a railroad coal trestle, transferred to the JPA September 17, 2003, the transfer was reported in the 2003 annual report. At the time of transfer facility 216 was listed in the PA as non-contributing. The status of facility 216 changed from non-contributing to contributing based on the 2000 *Historic Context Study*, completed after the PA was signed. This change in status was reported in the 2003 annual report. The Army will notify the JPA of the historic status of this facility.
- Facilities listed in the PA as non-contributing were transferred to the JPA as follows: facilities 21-30 on December 12, 2000, and facilities 54, 56, 66, 184 on July 13, 2001.

Please advise us, within thirty (30) days, of any comments or questions you may have. The point of contact is Ms. Francine Cole at (757) 788-4370.

Sincerely,



Thomas E. Lederle
Director, Base Realignment and Closure
Hampton Field Office

Follow-up on
Supplemental Information to Annual Report



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY GARRISON
FORT McCLELLAN, ALABAMA 36205-5000

March 24, 2005

Office of the Site Manager

Mr. Dan Cleckler
Joint Powers Authority (JPA)
180 Headquarters Drive, Building 61
Anniston, Alabama 36205

Dear Mr. Cleckler:

The Army transferred many historic and archaeological sites to the JPA. The purpose of this letter is to provide additional information on four sites. We have notified the Alabama Historical Commission (AHC) and the Advisory Council on Historic Preservation (ACHP) of our intention to provide this information.

Additional notification and information for four sites is as follows:

- Archaeological Site 01CA0060 – This site requires a Phase III investigation. It is located on property that was transferred in Deed 1 on December 2000. We did not notify you of the site in that transfer because at that time, our Geographic Information System shape file placed the site on property scheduled for a future transfer. After the shape file was revised, this site was found to be on property transferred in Deed 1.
- Facility 170 – This facility, the bandstand located near the former headquarters building and transferred in Deed 4, is a historic facility. It is listed as a contributing structure to the Headquarters District in the Programmatic Agreement (PA) included in the deed. However, facility 170 was inadvertently omitted in an additional list of historic facilities that was included in the deed. This letter confirms that the PA listing is correct and that facility 170 is a historic and contributing structure.
- Facility 216 – This railroad coal trestle is a contributing structure to the Industrial District. It was transferred in Deed 12. The PA included in Deed 12 listed it as a non-contributing structure based on a 1993 study titled *The Military Showplace of the South*. The trestle was determined to be a contributing facility to the district in the *Historic Context Study: World War II and Cold War Era Buildings* (New South Associates, Inc. 2000) conducted after the PA was signed.
- Facility 4342 – This rock pedestrian bridge transferred in Deed 4 is a contributing facility to the Industrial District. Deed 4 included the 1998 PA which did not list this facility because the bridge was not determined to be a historic structure until the 2000 Historic Context Study.

A copy of this letter is provided to Mr. Lee Warner, Executive Director, AHC; Mr. John Fowler, ACHP; and Ms. Francine Cole, Base Realignment and Closure Hampton Field Office.

If you have any questions or need assistance please contact Mrs. Karen Pinson at (256) 848-6831 or E-mail karen.pinson@us.army.mil.

Sincerely,


Gary E. Harvey
Site Manager



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY GARRISON
FORT McCLELLAN, ALABAMA 36205-5000

March 24, 2005

Office of the Site Manager

BellSouth Telecommunications, Inc.
ATTN: Network Area Manager
4109 Myrtle Avenue
Anniston, Alabama 36206

Dear Sir:

In September 1999, the Army transferred the Telecommunications Distribution System on the former Fort McClellan and granted an easement for the telecommunications right-of-way to BellSouth. A Notice of Historic Property and Preservation Covenant is found in Condition number 20 of the easement and transfer document along with a map at Exhibit G showing three historic districts that are eligible for nomination to the National Register of Historic Places (NRHP). The purpose of this letter is to provide information on an additional historic district for which the covenant applies, the Chemical Defense Training Facility (CDTF) District, identified in a study completed after the transfer of property to BellSouth. The CDTF District was identified in the *Historic Context Study: World War II and Cold War Era Buildings* by New South Associates, Inc. in 2000. The attached map from the Study shows the location of the district.

A copy of this letter is provided to Mr. Lee Warner, Executive Director, Alabama Historical Commission; Mr. John Fowler, Advisory Council on Historic Preservation; and to Ms. Francine Cole, Base Realignment and Closure Hampton Field Office.

If you have any questions or need assistance please contact Mrs. Karen Pinson at (256) 848-6831 or E-mail karen.pinson@us.army.mil.

Sincerely,


Gary E. Harvey
Site Manager

Enclosure

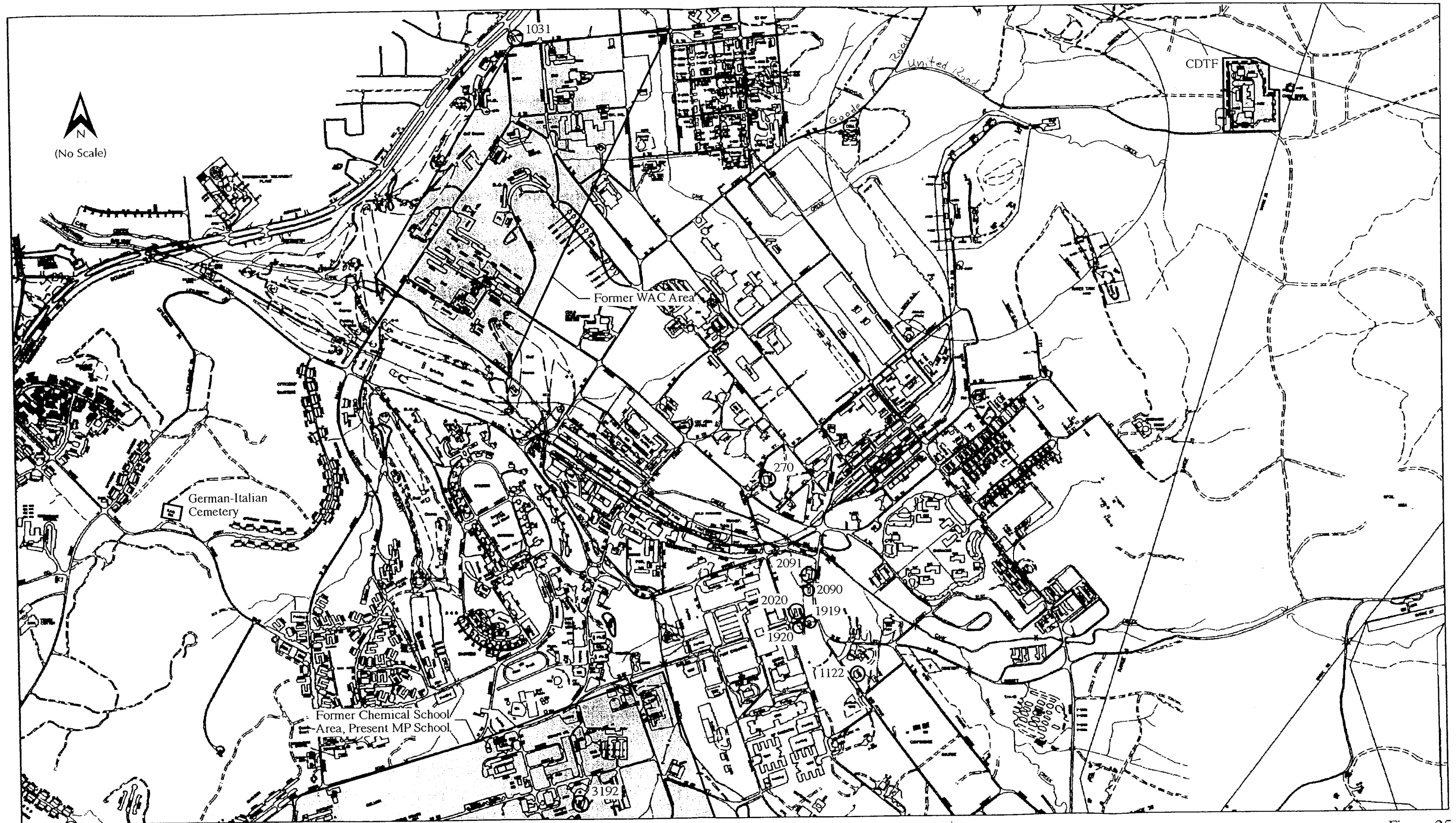


Figure 25
Location Map of Miscellaneous W.W. II and Cold War Properties