

MEMORDANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,
THE MARYLAND STATE HISTORIC PRESERVATION OFFICE,
AND
ST. JOHNS CHURCH
REGARDING ST. JOHN'S COMMONS

WHEREAS, U.S. Department of Housing and Urban Development (HUD) proposes to provide financial assistance under Section 202 of the Housing Act of 1959 to St. John's Church for the St. John's Commons project at 200-212 North Stokes Street in Havre de Grace, Maryland (Undertaking); and

WHEREAS, the Undertaking includes the demolition of two existing buildings at 210 and 212 North Stokes Street and the construction of a three-story building containing 40 units of affordable housing for the elderly; and

WHEREAS, the Undertaking will be within the Havre de Grace Historic District (Historic District), Maryland Inventory of Historic Properties number HA-1617, which is listed in the National Register of Historic Places; and

WHEREAS, in consultation with the Maryland State Historic Preservation Office (SHPO), HUD has determined that the buildings at 210 and 212 North Stokes Street (Historic Buildings) contribute to the historic integrity of the Historic District; and

WHEREAS, HUD has determined that the demolition of the Historic Buildings and the construction of a larger new building will have an adverse effect on the Historic District; and

WHEREAS, HUD and St. John's Church have developed and evaluated a wide variety of project alternatives and selected the feasible alternative that minimizes adverse effects to historic resources; and

WHEREAS, HUD has consulted with the SHPO pursuant to 36 CFR 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, HUD has solicited the comments of the public, nearby property owners, the local government, and other potentially-interested parties and taken their comments into account during project planning and the decision to proceed with the Undertaking; and

WHEREAS, HUD has complied with the notification requirements of 36 CFR Part 800, and the Advisory Council on Historic Preservation (ACHP) declined to participate in consultation for this Undertaking; and

WHEREAS, St. John's Church has participated in the consultation for this Undertaking, has responsibilities under this Agreement, and is a signatory to this Agreement;

NOW, THEREFORE, HUD, St. John's Church, and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the Undertaking on historic properties.

STIPULATIONS

HUD shall ensure that the following measures are carried out:

I. Design to Minimize Effects to the Historic District:

- A. St. John's Church has decreased the size of the Undertaking from 54 units to 40 units and from 4 stories in height to 3 stories in height.
- B. St. John's Church has studied the existing architecture of the Historic District and redesigned the Undertaking to be as unobtrusive and sympathetic to the character of the Historic District as feasible without attempting to mimic historic buildings.
- C. Plans and elevations of the Undertaking have been reviewed and approved by the local government.
- D. Plans and elevations of the Undertaking have been reviewed by the SHPO and found to decrease adverse effects compared to the original proposal.
- E. After execution of this MOA, SHPO shall be given one additional 15-day period to review and comment on the design. Should SHPO object to the design as presented by the applicant (or applicant's architect), then HUD will seek to resolve the matter through Stipulation III, Dispute Resolution.

II. Documentation of Historic Buildings:

- A. Prior to the demolition of the Historic Buildings, St. John's Church shall submit to the SHPO archival photographs (Documentation) showing all exterior sides, all major interior spaces, any significant interior features, and context of each building.
- B. Photographs shall be 35mm black-and-white prints and negatives processed and packaged in accordance with *The Standards and Guidelines for Architectural and Historical Investigations in Maryland* (Standards) or digital images and prints processed and packaged for the Maryland Inventory of Historic Properties in accordance with the SHPO's draft digital photo guidelines and the Standards.
- C. The Documentation shall be prepared by a person meeting the Professional Qualifications for personnel involved in architectural investigations listed in the Standards.
- D. St. John's Church shall not demolish the Historic Buildings until the Documentation has been accepted in writing by the SHPO.

III. Dispute Resolution:

- A. Should any signatory to this Agreement object in writing to any action carried out in accordance with this Agreement, the signatories shall consult to resolve the objection.
- B. If HUD or the SHPO determines that the objection cannot be resolved through consultation, HUD shall request the comments of the ACHP in accordance with 36 CFR 800.2(b)(2). ACHP shall have 30 days to respond.
- C. HUD shall take into account any ACHP recommendations or comments provided in accordance with this stipulation with reference only to the subject of the objection. The responsibilities of the

signatories to carry out all actions under this Agreement that are not the subjects of the objection shall remain unchanged.

IV. Amendments:

- A. Any signatory may propose amendment of this Agreement.
- B. No amendment to the Agreement will be effective unless agreed to in writing by all signatories to the Agreement.

V. Project documentation and Correspondence:

The applicant will provide HUD with copies of all Section 106 documentation and correspondence for compliance purposes.

VI. Coordination with Maryland Historic Preservation Law:

The SHPO agrees that the fulfillment of the terms of this Agreement will satisfy the responsibilities of any Maryland state agency under the requirements of Maryland state historic preservation law (Sections 5A-325 and 5A-326 of the State Finance and Procurement Article) for any components of the Undertaking that require licensing, permitting, and/or funding from Maryland state agencies.

VII. Termination:

- A. If, prior to the expiration of this Agreement, any signatory to the Agreement determines that the terms of the Agreement cannot be, or are not being carried out, the signatories shall consult to seek amendment of the Agreement.
- B. If the Agreement is amended, the signatories shall execute and follow the amended Agreement.
- C. If the signatories cannot agree upon an amendment, any signatory may terminate the Agreement by notifying the other signatories in writing.
- D. If the Agreement is terminated, HUD shall request the comments of the ACHP in accordance with 36 CFR § 800.7 and shall take into account any ACHP recommendations or comments provided in making a final decision in regard to the Undertaking.

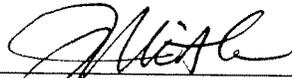
VIII. Duration:

This Agreement shall remain in effect for five (5) years after the date of the last signature.

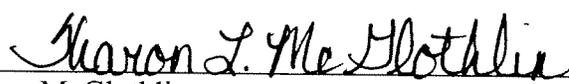
Execution of this Memorandum of Agreement and implementation of its terms evidence that HUD has provided the ACHP an opportunity to comment on the Undertaking and taken into account the effects of the Undertaking on historic properties.

SIGNATORIES (HUD, SHPO)

BY:  DATE: 8/17/07
Robert G. Iber, Director
Baltimore Multifamily Program Center
U.S. Department of Housing and Urban Development

BY:  DATE: 8-27-09
J. Rodney Little, Director \ State Historic Preservation Officer
Maryland Historical Trust

INVITED SIGNATORIES (Applicant)

BY:  DATE: 10/15/09
Sharon McGlothlin
St. John's Church