

SCHEDULE F

PRESERVATION COVENANT

SECTION I

A. This Preservation Covenant (the "**Preservation Covenant**") is an exhibit to that certain Quitclaim Deed (the "**Deed**") dated as of January 1, 2006, executed by the United States of America, acting by and through the Secretary of the Air Force (the "**Government**") and also executed and accepted by Scott Air Force Base Properties, LLC (the "**Grantee**"). (The term "**Grantee**" shall mean and include for purposes of this Preservation Covenant, the Grantee and its successors and assigns.)

B. Section 3 of the Deed establishes certain terms, conditions and restrictions relating to the preservation of the one hundred eight (108) historic military family housing units listed on the National Register of Historic Places, which are located on Scott Air Force Base in St. Clair County, Illinois within the National Register's Scott Field Historic District and more particularly described as the "Historic Units" in Exhibit F-1, attached hereto and made part hereof.

C. Prior to delivery and acceptance of the Deed, the Government was the owner of title to the Historic Units. By delivery and acceptance of the Deed, the Government has, or will have, transferred all right and title in the Historic Units to the Grantee, together with the grant of leasehold rights in the land upon which the Historic Units are situated.

D. Pursuant to Section 3 of the Deed, the Grantee is required to comply at all times with the terms, conditions and restrictions described below in Section II of this Preservation Covenant.

SECTION II

The Grantee shall comply at all times with the following:

A. The Grantee shall maintain and preserve the Historic Units in accordance with the recommended approaches of the "Secretary of the Interior's Standards for the Treatment of Historic Properties" (36 CFR 68) in order to preserve those qualities that make the Historic Units eligible for listing on the National Register of Historic Place.

B. The Grantee shall undertake no demolition, construction, alteration or rehabilitation that would affect the historic features of the Historic Units without first consulting with, and obtaining the prior written permission from, the Illinois Historic Preservation Agency (the "**IHPA**") and, with respect to demolition of an entire structure, the prior written permission of both the IHPA and the Government, or from authorized representatives thereof in accordance with applicable law.

C. The Grantee shall allow the IHPA, or its designee, at all reasonable times and upon reasonable advance written notice to Grantee, to inspect the Historic Units in order to ascertain

whether Grantee is complying with the terms, conditions and restrictions of this Preservation Covenant.

D. The Grantee acknowledges the right of the Government and the IHPA, in addition to any other remedy available to either party now or hereafter under the law, to seek enforcement of this Preservation Covenant in the event of a violation of any of the terms, provisions or restrictions hereof and the Grantee further acknowledges the right of the Government and the IHPA, or either of them, to institute suit to enjoin any said violation or require the restoration of the Historic Units, so long as reasonable notice thereof has been provided to the Grantee.

E. The Grantee acknowledges that the terms, provisions and restrictions contained in this Preservation Covenant are binding upon the Grantee and impose a servitude upon the Historic Units in perpetuity and that this Preservation Covenant shall be deemed to run with the title to the Historic Units and are binding upon the Grantee in perpetuity.

F. During the term of the Lease and any extension thereof, the Grantee shall insert the terms, conditions and restrictions of this Preservation Covenant verbatim, or by express reference, in any deed or other legal instrument by which the Grantee divests itself of any interest in the Historic Units or any part thereof.

G. The Grantee acknowledges that any failure of the IHPA or the Government to exercise any right or remedy arising from this Preservation Covenant or arising from other terms and provisions contained in Section 3 of the Deed, shall not constitute a waiver by, or limitation upon, the right of the IHPA or the Government to exercise or use any other right or remedy at any time.

H. The Grantee shall have the right to request of the IHPA that it modify or cancel any or all of the terms, provisions or restrictions imposed upon the Grantee or the Historic Units and also the right to request approval from the IHPA of a determination establishing the types of work that may be deemed by the IHPA to have no adverse effect on the Historic Units; *provided, however, that* the Government receives prior written notice of any such requests and thereafter notifies the Grantee and the IHPA in writing that it will not object to such requests or to any portion or aspect thereof.



Illinois Historic  
Preservation Agency

1 Old State Capitol Plaza • Springfield, Illinois 62701-1512 • Teletypewriter Only (217) 524-7128

Voice (217) 782-4836

[www.illinois-history.gov](http://www.illinois-history.gov)

St. Clair County  
O'Fallon

Privatization of Military Housing, Scott Air Force Base  
Patriots Landing, Shiloh East, Shiloh West, Galaxy, Colonial and Georgian  
Housing Units  
IHPA Log #019080505

August 22, 2005

Del Eulberg, Brigadier General  
United States Air Force  
Director, Installations and Mission Support  
Headquarters Air Mobility Command  
507 Symington Dr.  
Scott Air Force Base, IL 62225-5022

Re: Historic Preservation Restrictions Pertaining to Certain  
Historic Housing Facilities located at Scott Air Force Base.

Dear Brigadier General Eulberg:

This letter is written in connection with the one hundred eight (108) historic military family housing units that are located on Scott Air Force Base in St. Clair County, Illinois within the National Register's Scott Field Historic District and more particularly described in Exhibit A attached to this letter and made part hereof (the "Historic Units").

I. Deed Restrictions to Assure Preservation of the Historic Units

You have requested that the Illinois Historic Preservation Agency (IHPA) approve a proposed preservation covenant as complying with the requirements of 36 CFR 800.5(a)(2)(vii). In that connection, you have advised us of the following:

1. The Historic Units are owned by the United States government, acting by and through the Secretary of the Air Force (the "Government") and that the Government intends to convey title in the Historic Units and a leasehold interest in the land upon which the Historic Units are situated to a private entity.
2. The Government intends to condition conveyance of title in the Historic Units upon the terms, provisions and restrictions contained in the form of the preservation covenant contained in Exhibit B attached to this letter and made part hereof (the "Preservation Covenant").
3. The terms, provisions and restrictions of the Preservation Covenant are intended be included in a Quit Claim deed of conveyance to be recorded with the Recorder of Deeds of St. Clair County and to run with the title to the Historic Units.

In view of the statements contained in Section I (1) through (3) above, we have approved the Air Force finding of no adverse effect based upon our determination that, upon its recording, the Preservation Covenant will satisfy the provisions of 36 CFR 800.5 by providing for adequate and legally enforceable restrictions to ensure the long term preservation of the property's historic significance upon the transfer, lease or sale of the property out of federal ownership.

II. Additional Agreements Between the Government and the IHPA

You have proposed that the Government and the IHPA agree upon the following additional terms and provisions relating to the preservation of the Historic Units:

1. Notwithstanding the IHPA's right, pursuant to Section D of the Preservation Covenant, to elect to sue the Grantee to enforce or remedy any violation of the provisions of the Preservation Covenant ("Violation"), the IHPA recognizes that unique considerations associated with the use of Government property leased to private parties requires that the Government have the right, but not the obligation, to take action to enforce the requirements of the Preservation Covenant prior to any civil action being filed or initiated by the IHPA against the Grantee. Accordingly, prior to filing or otherwise initiating any suit against the Grantee, the IHPA shall provide written notice to the Government of the IHPA's intention to file suit, together with an explanation of the basis therefore. The Government shall thereafter have the right, but not the obligation, to take responsibility for enforcing the Preservation Covenant and shall determine whether the matters giving rise to the Violation constitute a breach of the Preservation Covenant. The Government's action, if any, with respect to such Violation shall be final and conclusive of the matter and the IHPA shall have no further responsibility or right to seek the enforcement or remedy of the Violation. If the Government notifies the IHPA in writing that it does not intend to take such responsibility for enforcing the Preservation Covenant, the IHPA may take such actions pursuant to Section D of the Preservation Covenant as it deems appropriate pursuant to its authority.
2. A failure by IHPA or the Government to exercise any right or remedy arising from the Preservation Covenant or that is otherwise available under the law, should not operate as a waiver or limitation upon the right of either of them to exercise any other right or remedy available under the law.

We hereby agree to the proposed agreements described in Sections II (1) and (2) of this letter above.

III. NEPA Process in Lieu of Section 106 Process

We hereby acknowledge that you have advised us, in satisfaction of the provisions of 36 CFR 800, et. seq. (including, but not limited to 36 CFR 800.8(c)), that the Government intends to use the process and documentation required for the preparation of its EA/FONSI to comply with Section 106 of the National Historic Preservation Act and its associated federal regulations, in lieu of the procedures set forth in 36 CFR 800.3 through 36 CFR 800.6, and that the Government intends to comply with the "Standards for developing environmental documents to comply with Section 106" contained in 36 CFR 800.8(c)1 through 36 CFR 800.8(c)5.

Please do not hesitate to call if you have any questions concerning the contents of this letter.

Illinois Historic Preservation Agency

By: *William Wheeler*  
William Wheeler

Its: Associate Director and State Historic Preservation Officer

Date Signed: 8-22-05

United States of America, acting by and through the Secretary of the Air Force

By: *Delwyn R. Eulberg*  
DELWYN R. EULBERG, Brig Gen, USAF

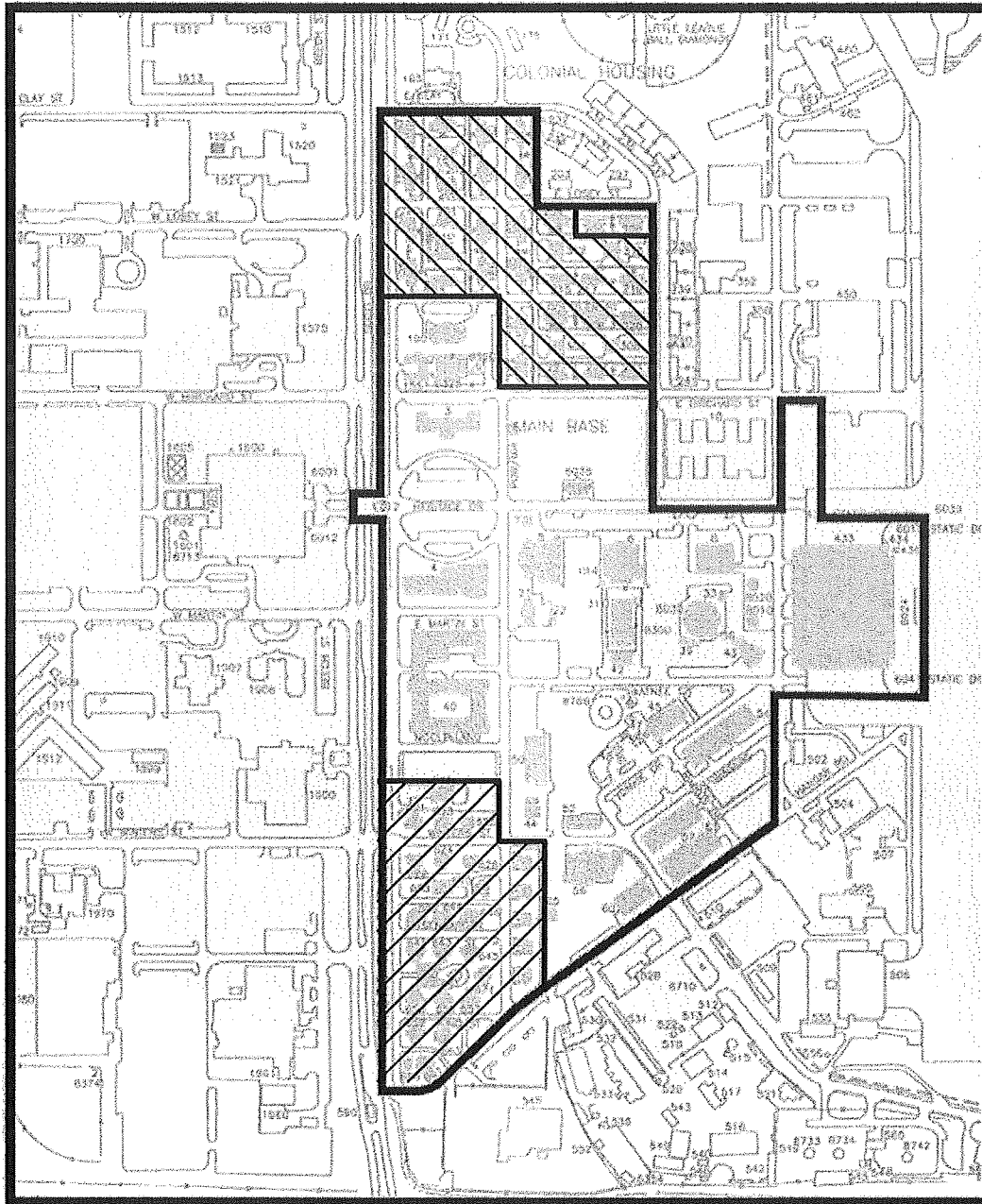
Its: Director, Installations & Mission Support  
Scott AFB IL 62225

Date Signed: 7 Sep 05

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EXHIBIT A TO THE IHPA/GOVERNMENT LETTER AGREEMENT

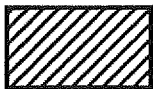
DESCRIPTION OF HISTORIC UNITS



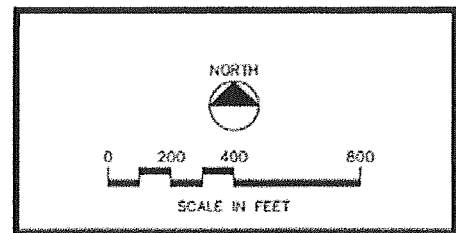
**Scott Air Force Base  
Historic District**

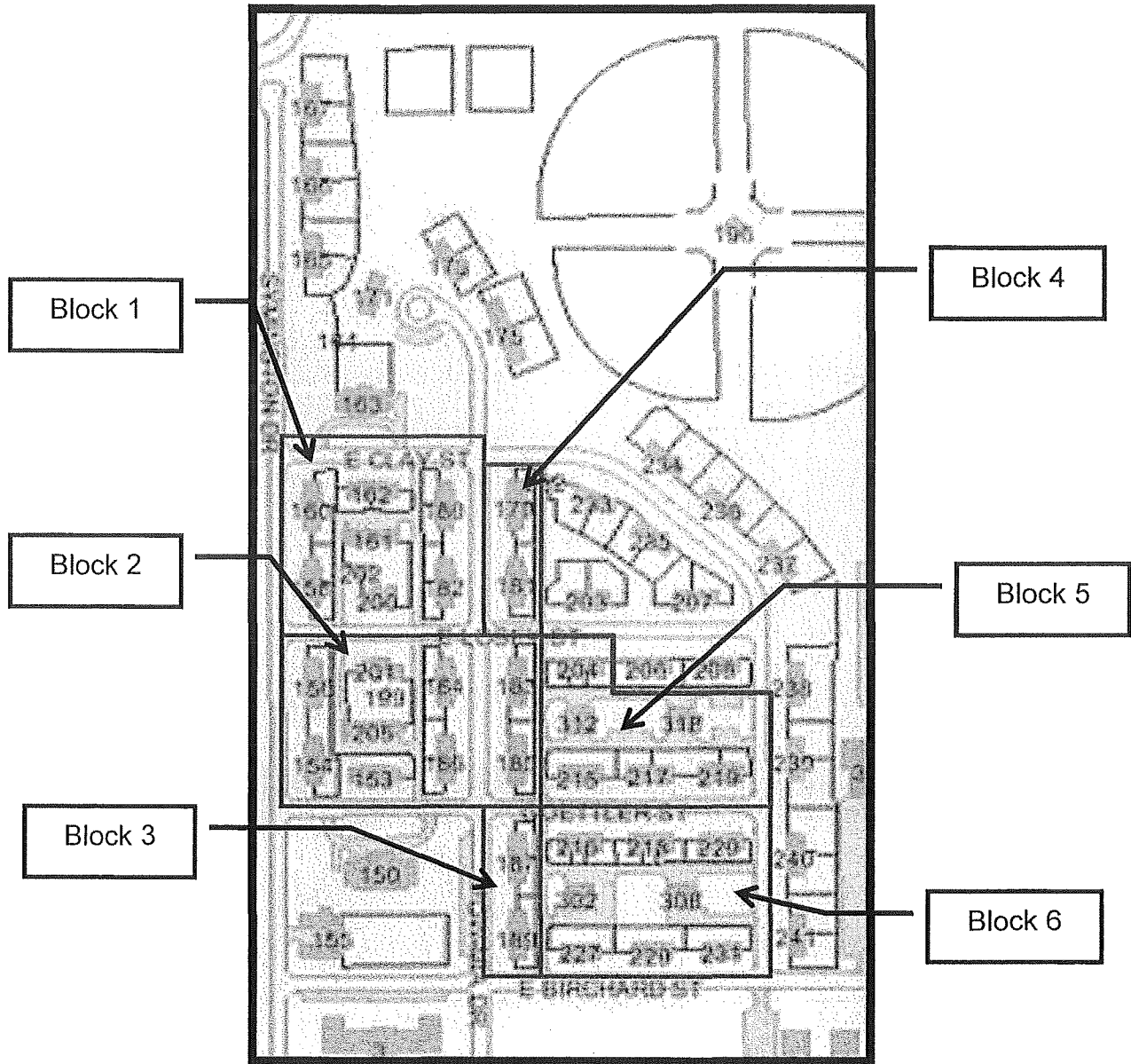


Colonial Housing



Georgian Housing





**Colonial Housing**

**Historic Units**

Block 1

158, 160, 161, 162,  
180, 182, 200, 201

Block 2

153, 154, 156, 183, 184,  
185, 186, 201, 205

Block 3

187 & 189

Block 4

179 & 181

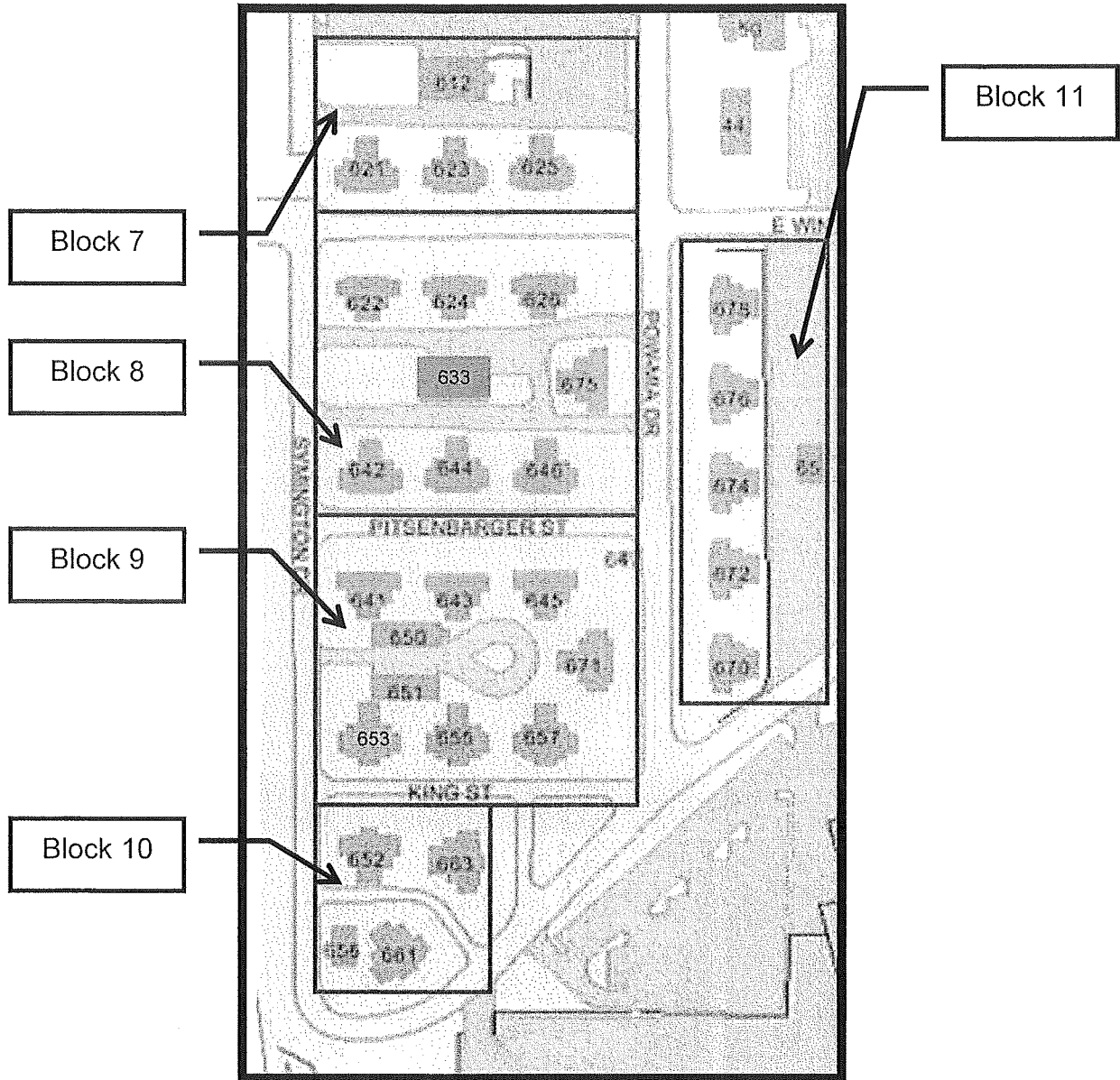
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204, 215, 217, 219,  
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Block 6

216, 218, 220, 227,  
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**Georgian Housing**

**Historic Units**

Block 7

612, 621, 623, 625

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622, 624, 626, 633,  
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653, 655, 657, 671

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652, 656, 661, 663

Block 11

65, 670, 672, 674,  
676, 678

## Scott Field Historic District - Contributing Buildings

<i>Officer Housing and Garages - Colonial Housing Area</i>					
<i>No.</i>	<i>Facility No.</i>	<i>Original Use</i>	<i>Current Use</i>	<i>Remarks</i>	<i>Year Built</i>
1	153	Officer Housing	Officer Housing	Duplex	1939
2	154	Officer Housing	Officer Housing	Duplex	1939
3	156	Officer Housing	Officer Housing	Duplex	1940
4	158	Officer Housing	Officer Housing	Duplex	1939
5	160	Officer Housing	Officer Housing	Duplex	1939
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64	651	Garage	Garage	7-bay	1940
65	656	Garage	Garage	4-bay	1940
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EXHIBIT B TO THE IHPA/GOVERNMENT LETTER AGREEMENT  
PRESERVATION COVENANT

**EXHIBIT F TO THE QUIT CLAIM DEED**

**PRESERVATION COVENANT** BOOK **4281** PAGE **1733**

**SECTION I**

A. This Preservation Covenant (the "Preservation Covenant") is an exhibit to that certain Quit Claim Deed (the "Deed") executed or to be executed by the United States of America, acting by and through the Secretary of the Air Force (the "Government") and also executed and accepted by \_\_\_\_\_ (the "Grantee"). (The term "Grantee" shall mean and include for purposes of this Preservation Covenant, the Grantee and its successors and assigns.)

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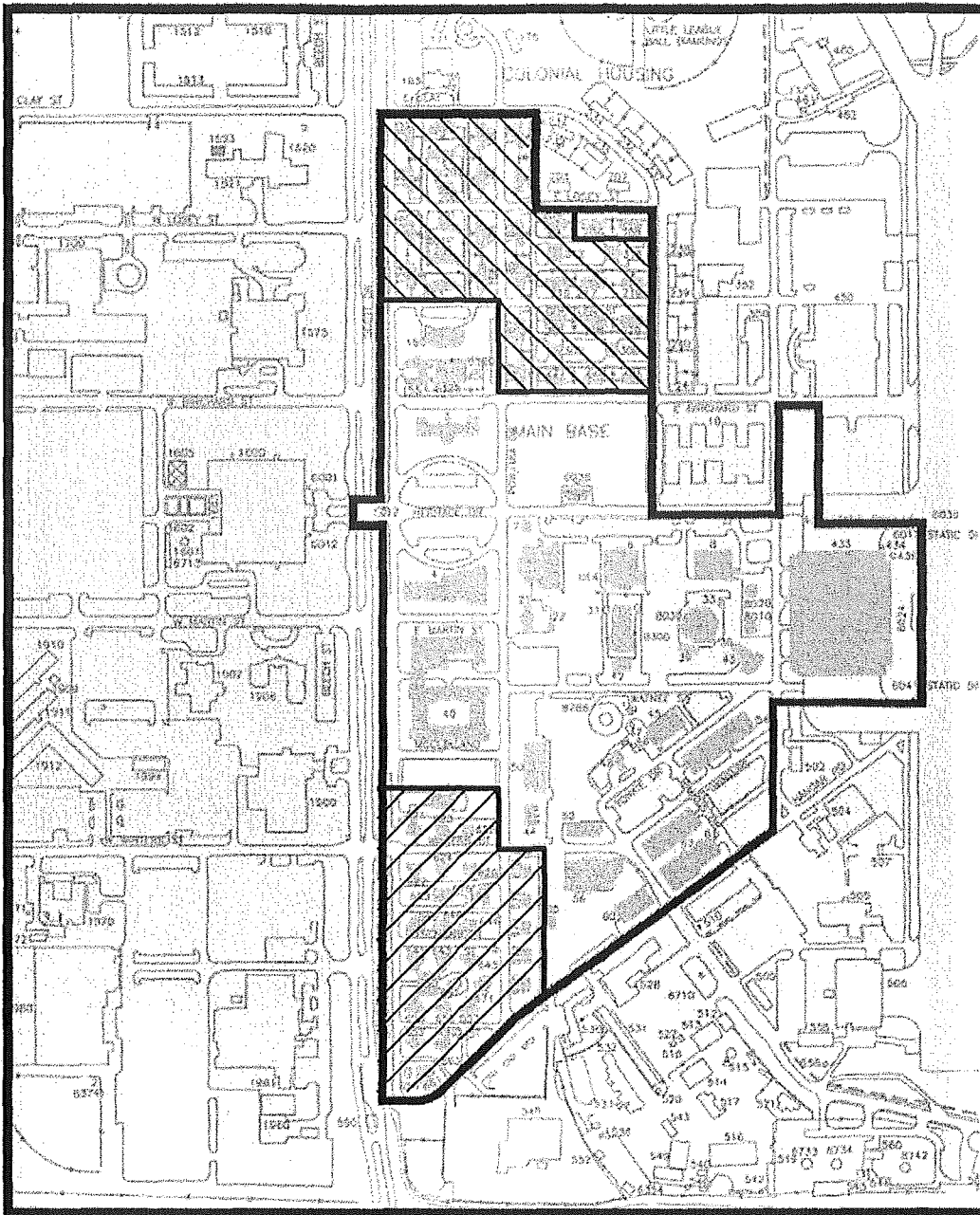
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EXHIBIT F-1

HISTORIC UNITS





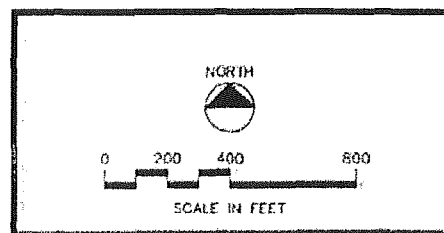
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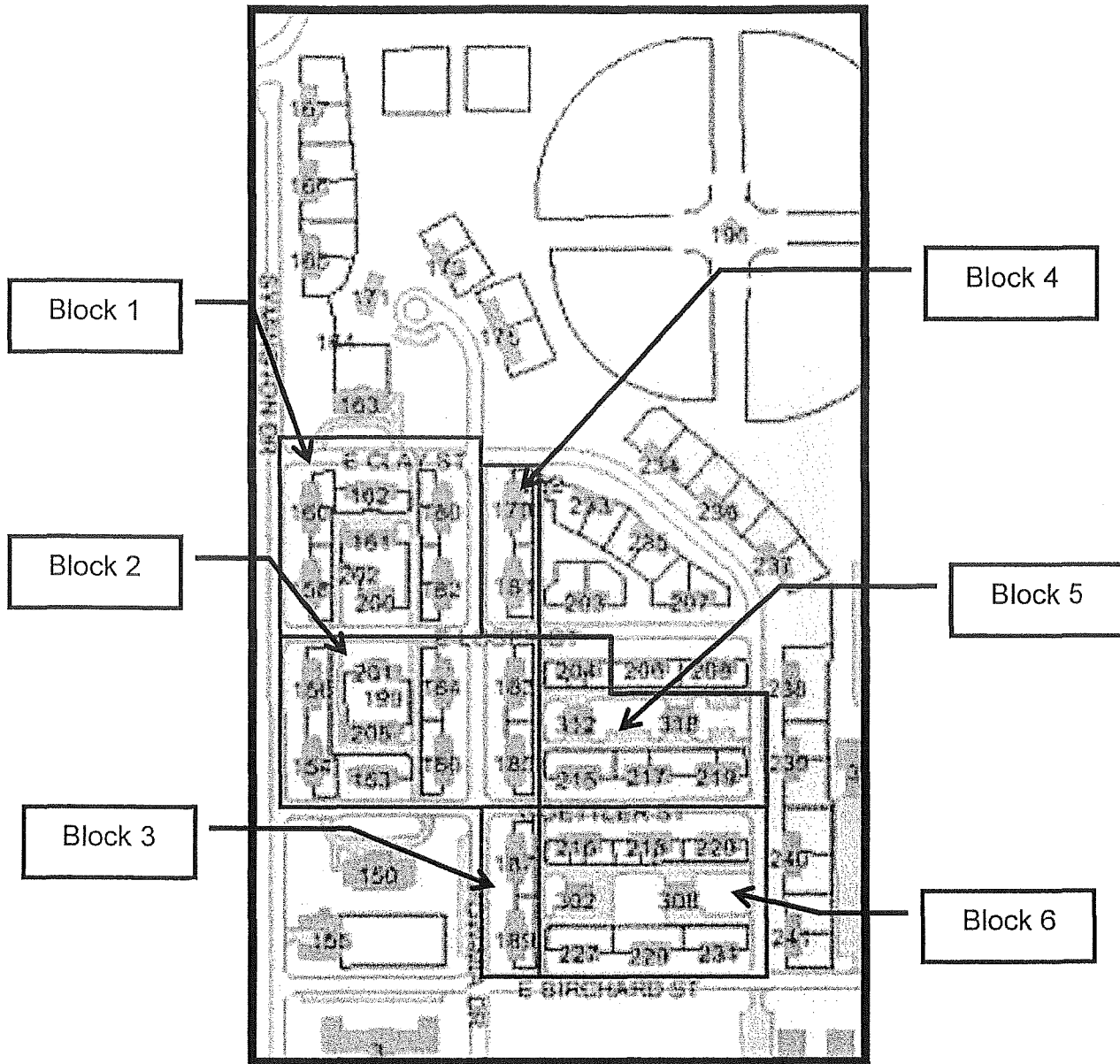


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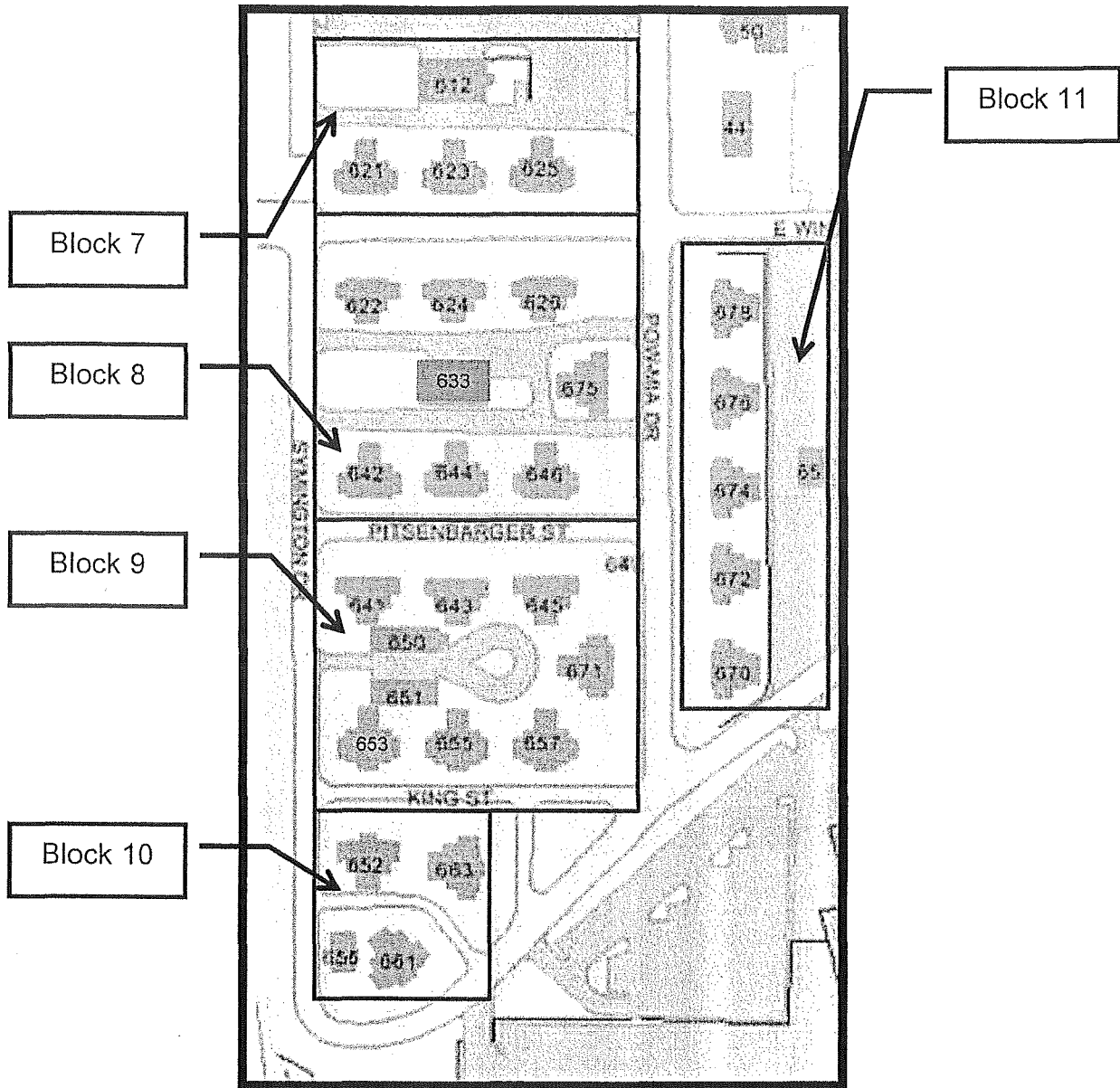
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