



Illinois Department of Transportation

Division of Aeronautics

1 Langhorne Bond Drive / Capital Airport / Springfield, Illinois / 62707-8415

December 7, 1999

Mr. Floyd E. "Rick" Hargrove
MidAmerica Airport
9768 Airport Boulevard
Mascoutah, Illinois 62258

Re: Scott AFB/MidAmerica St. Louis Airport
Mascoutah, Illinois
Memorandum of Agreement (MOU)
Airport Archaeological Plan

Dear Mr. Hargrove:

Attached for your information and files, please find one (1) executed copy of the Memorandum of Agreement (MOU) for the Airport Archaeological Plan for the MidAmerica St. Louis Airport. This MOU has been approved and executed by the County of St. Clair, the Illinois Department of Transportation, Division of Aeronautics (IDOT) and the Deputy Illinois Historic Preservation Officer (DSHPO). This agreement outlines stipulations on the type of land use modifications that can be made to certain portions of the MidAmerica St. Louis Airport. This action is also a part of the overall Section 106 approval of the Joint Use Airport Development's Environmental Impact Statement (EIS).

If you have any questions, please contact me at (217) 785-5177 (Voice) or by facsimile at (217) 785-4533 or by e-mail at schaddeltl@nt.dot.state.il.us.

Sincerely,

A handwritten signature in cursive script, appearing to read "Terrence L. Schaddel".

Terrence L. Schaddel
Airport Planning Engineer & Environmental Officer

Enclosure

Cc: Denis Rewerts; Federal Aviation Administration; w/encl.
John Walthall; IDOT, Bureau of Design and Environment
Tom Goode; TAMS/Sverdrup; w/encl.

**MEMORANDUM OF AGREEMENT
FOR THE
AIRPORT ARCHAEOLOGICAL PLAN
MIDAMERICA ST. LOUIS AIRPORT
ST. CLAIR COUNTY**

WHEREAS, the St. Clair County Board (hereinafter referred to as the County) signed a Memorandum of Agreement (MOA) for the Joint Military-Civilian Use of Scott Air Force Base, dated August, 1992, where in the County agreed to protect and preserve significant archaeological properties within the joint use airport complex (hereinafter referred to as the MidAmerica St. Louis Airport),

WHEREAS, the County has chosen to preserve certain archaeologically sensitive areas on properties under its jurisdiction rather than implement a data recovery program,

NOW, THEREFORE, the County agrees to implement the following provisions, hereinafter referred to as the AIRPORT ARCHAEOLOGICAL PLAN, in order to protect these properties as agreed in the MOA.

STIPULATIONS


1. The County shall ensure that the legal description of the location of the archaeological properties, hereto attached as Appendix A and shown on the maps attached as Appendix B, is maintained within the office of the Airport Director, MidAmerica St. Louis Airport, or any successor airport management position, and made available to Airport property management and maintenance staff. This information shall be made available to the general public in accordance with the National Preservation Act of 1996, Section 304 (16 U.S.C. 470w-3) and the Archaeological and Paleontological Resources Protection Act (20 ILCS 3434, Section 4190.303).
2. The specific sites shall be marked and protected with signage containing the language provided in Appendix C. Except as hereinafter provided in Appendix A, the site shall be kept in its existing state in order to protect its scientific value, and to that end, the County shall neither perform or permit others to perform any activities that may be harmful to the integrity of the site.
3. Annually, prior to the 15th of January of any given year, the County shall submit a report concerning the preserved archaeological sites to the Illinois Department of Transportation, (IDOT) and the Illinois Historic Preservation Agency (IHPA) which documents the status of each of the sites and lists the activities, including maintenance and periodic inspection, that have taken place on the properties the previous year. The Airport Director, MidAmerica St. Louis Airport, shall be responsible for preparation of the annual report to IDOT and IHPA.
4. In the event that the archaeological sites are damaged or, if the County violates this agreement, the IHPA may cause either the damage to be repaired or the site(s) to be excavated at IHPA's discretion and the County's expense. Such treatment shall be undertaken by a qualified archaeological consultant to ensure that such work meets the Secretary of the Interior's standards and Guidelines for Archaeological Documentation (48FR44734-37) and IHPA standards.

5. The IDOT and IHPA shall be permitted by the County at all reasonable times to inspect the properties in order to ascertain if the above terms are being met. The right of inspections shall include the right to take photographs, make drawings and prepare written descriptions of the properties for the purpose of documenting the appearance, condition and uses of the properties at the time of inspection.
6. In the anticipation of the sale or lease of all or part of the properties listed in Appendix A by the County, the County in consultation with IHPA, shall record a preservation covenant on the properties, the format for which is attached as Appendix D to this Agreement.
7. This Archaeological Preservation Plan shall remain in effect in perpetuity. Any party, however, may request that it be amended for good cause with the full concurrence of all of the signatories. Examples may include, but not be limited to, imminent threat to properties, proposed changes in land use, and investigation of sites for scientific purposes.

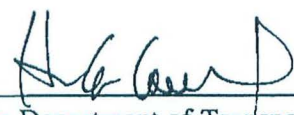

 Illinois Historic Preservation Agency

12-2-99
 Date

DSH+PO
 Title


 St. Clair County Board
 Chairman, St. Clair County Board
 Title

September 29, 1999
 Date


 Illinois Department of Transportation

October 7, 1999
 Date

Director
 Title

APPENDIX A

AIRPORT ARCHAEOLOGICAL PLAN MIDAMERICA ST. LOUIS AIRPORT ST. CLAIR COUNTY, ILLINOIS ARCHAEOLOGICAL SITE DESCRIPTIONS

I. Archaeological Sites – Group A – Sites to be Taken Out of Cultivation

Recommended Treatment: Given more than a century of cultivation and the potential for collection/pothunting at these sites, the following is recommended

- (1) A 30m buffer zone be established around the site perimeter and all areas within this perimeter be taken out of agricultural production;
- (2) The site be clearly marked with warning signs at all potential areas of entry;
- (3) The site be put in some type of ground cover, such as grass, to prevent both erosion and artifact collection; and
- (4) Vegetation management takes place to prevent the intrusion of scrubs and trees.

11-S-86, Lembke #2

Location: E1/2, NE1/4, SW1/4, NW1/4 & SE1/4, SE1/4, NW1/4, NW1/4 & SW1/4,
SW1/4, NE1/4, NW1/4, & W1/2, NW1/4, SE1/4, NW1/4
Section 18; Township 1N, Range 6W
UTM E 2547000-254900, N 426900-4268720

Extent of Site: 39,200 square meters; 140m x 280m

Component(s): Paleo, Archaic, Early Woodland, Middle Woodland, Late Woodland, Emergent
Mississippian, Mississippian

National Register Status: Unevaluated

11-S-780, Verlan Heberer

Location: E1/2, NW1/4, SW1/4, SW1/4;
Section 13 Township 1N, Range 7W
UTM E 252860-252980, N 4268120-4267950

Extent of Site: 8,700 square meters; 60m x 145m

Component(s): Late Woodland, Emergent Mississippian

National Register Status: Unevaluated

11-S-796, Radar

Location: SE1/4, SW1/4, NW1/4, SW1/4;
Section 13 Township 1N, Range 7W
UTM E252920, N 4268200

Extent of Site: 5,600 square meters; 40m x 140m

Component(s): Archaic, Middle Woodland, Late Woodland, Emergent Mississippian,
Mississippian

National Register Status: Unevaluated

11-S-797, Adam Weber

Location: NW1/4, NW1/4, SW1/4
Section 13 Township 1N, Range 7W
UTM E252900 N 4268250

Extent of Site: 3,200 square meters; 40m x 80m

Component(s): Emergent Mississippian, Mississippian, Historic (19th Century)

National Register Status: Unevaluated

11-S-820, Foxtail

Location: S1/2, NW1/4, SW1/4
Section 18 Township 1N, Range 7W
UTM E2528500 N 4268370

Extent of Site: 5,000 square meters; 50m x 110m

Component(s): Late Archaic, Emergent Mississippian

National Register Status: Unevaluated

11-S-948, Gellan

Location: SW1/4, NE1/4, SE1/4;
Section 4 Township 1N, Range 7W
UTM E 249290, N 4271765

Extent of Site: 40,800 square meters; 170m x 240m

Component(s): Archaic, Historic (19th Century)

National Register Status: Unevaluated

II. Archaeological Sites - Group B - Sites Which Can Be Cultivation

Recommended Treatment: Sites are currently in cultivation. This current land-use should be modified accordingly:

- (1) Site should not be manually plowed;
- (2) Cultivation should be restricted to such methods as no-till or disking and drilling; and
- (3) Airport personnel should be alert to ensure that surface collecting does not occur by unauthorized personnel.

11-S-230, McQuade #1

Location: SE1/4, NW1/4, SE1/4;
Section 7 Township 1N, Range 6W
UTM E 255670, N 4269790

Extent of Site: 18,000 square meters; 120m x 150m

Component(s): Late Archaic, Early Woodland, Middle Woodland, Late Woodland,
Mississippian

National Register Status: Unevaluated

11-S-788, Magna Trust

Location: SE1/4, NW1/4, SE1/4;
Section 18 Township 1N, Range 6W
UTM E 255620, N 4268080
Extent of Site: 12,600 square meters, 70m x 180m
Component(s): Early Woodland, Middle Woodland, Late Woodland
National Register Status: Unevaluated

11-S-801, Seibert

Location: SE1/4, NW1/4, SW1/4, SW1/4;
Section 3 Township 1N, Range 7W
UTM E 249620-249830, N 427420-4271200
Extent of Site: 25,000 square meters; 125m x 200m
Component(s): Archaic, Historic (19th Century)
National Register Status: Unevaluated

11-S-814, George Perchbacher

Location: NE1/4, SE1/4, NW1/4, SE1/4;
Section 2 Township 1N, Range 7W
UTM E 252310, N 4271570
Extent of Site: 5,500 square meters; 50m x 110 m
Component(s): Mississippian, Historic (19th Century)
National Register Status: Unevaluated

11-S-824, Creek

Location: NW1/4, NW1/4, SW1/4
Section 18 Township 1N, Range 6W
UTM E 254800, N 4268350
Extent of Site: 22,500 square meters; 150m x 150m
Component(s): Archaic, Early Woodland, Middle Woodland, Late Woodland, Emergent
Mississippian, Mississippian
National Register Status: Unevaluated

11-S-833, Centerline

Location: E1/2, SE1/4, SW1/4, NE1/4;
Section 4 Township 1N, Range 7W
UTM E 248960, N 4272041

Extent of Site: 7,200 square meters; 60m x 120m
Component(s): Archaic, Early Woodland, Mississippian, Historic (19th Century)
National Register Status: Unevaluated

11-S-837, Grassy Knoll

Location: SW1/4, SE1/4, SW1/4, SE1/4
Section 4 Township 1N, Range 7W
UTM E 249570, N 4271259
Extent of Site: 19,000 square meters; 100m x 190m
Component(s): Archaic, Late Woodland, Historic (19th Century)
National Register Status: Unevaluated

11-S-888, Stringtown

Location: SW1/4, SE1/4, SE1/4 & SE1/4, SW1/4, SW1/4 SE1/4
Section 18 Township 1N, Range 6 W
UTM E 255650-255740, N 4267650-4267690
Extent of Site: 3,600 square meters; 40m x 90m
Component(s): Archaic, Historic (19th Century)
National Register Status: Unevaluated

11-S-900, Engel

Location: N1/2, SW1/4, NE1/4, SW1/4;
Section 18 Township 1N, Range 6W
UTM E 254780-254920, N 4268200-4268280
Extent of Site: 12,000 square meters; 80m x 150m
Component(s): Early Woodland, Middle Woodland, Late Woodland, Mississippian
National Register Status: Unevaluated

11-S-901, Flatwoods

Location: S1/2, SW1/4, NE1/4, SW1/4 & NW1/4, NW1/4, SE1/4, SW1/4;
Section 18 Township 1N, Range 6W
UTM E 254800-254960, N 42679840-4268180
Extent of Site: 30,000 square meters; 120m x 250m
Component(s): Archaic, Late Woodland
National Register Status: Unevaluated

11-S-978, Aldolphus Reuss

Location: SE1/4, SE1/4, NW1/4, NE1/4
Section 3 Township 1N, Range 7W
UTM E 250676, N 4272349
Extent of Site: 9,800 square meters; 70m x 140m
Component(s): Early Woodland, Late Woodland
National Register Status: Unevaluated

11-S-981, Matodon Creek

Location: SE1/4, NE1/4, SW1/4, NE1/4
Section 3 Township 1N, Range 7W
UTM E 250859, N 4272112
Extent of Site: 375 square meters; 15m x 25m
Component(s): Mississippian
National Register Status: Unevaluated

11-S-1045, Edwards

Location: NE1/4, SE1/4, NW1/4;
Section 3 Township 1N, Range 7W
UTM E 250281, N 4272162

Extent of Site: 13,125 square meters; 105m x 125m

Component(s): Archaic, Middle Woodland, Late Woodland, Historic (19th Century)

National Register Status: Unevaluated

11-S-1055, Alexander

Location: NE1/4, SW1/4, NW1/4;
Section 10 Township 1N, Range 7W
UTM E 249883, N 4270610

Extent of Site: 16,000 square meters; 100m x 160m

Component(s): Early Woodland, Mississippian

National Register Status: Unevaluated

III. Archaeological Sites - Group C - Cemeteries

Recommended Treatment: Given past evidence for vandalism, it is recommended that :

- (1) The cemeteries be clearly marked with warning signs at all potential entries;
- (2) Vegetation management takes place to maintain the area in a presentable manner.

11-S-799, Gott

Location: NE1/4, NE1/4, NW1/4, SW1/4;
Section 13 Township 1N, Range 7W
UTM E 253040, N 4268490

Extent of Site: 400 square meters; 20m x 20m

Component(s): Historic (19th Century)

National Register Status: Unevaluated

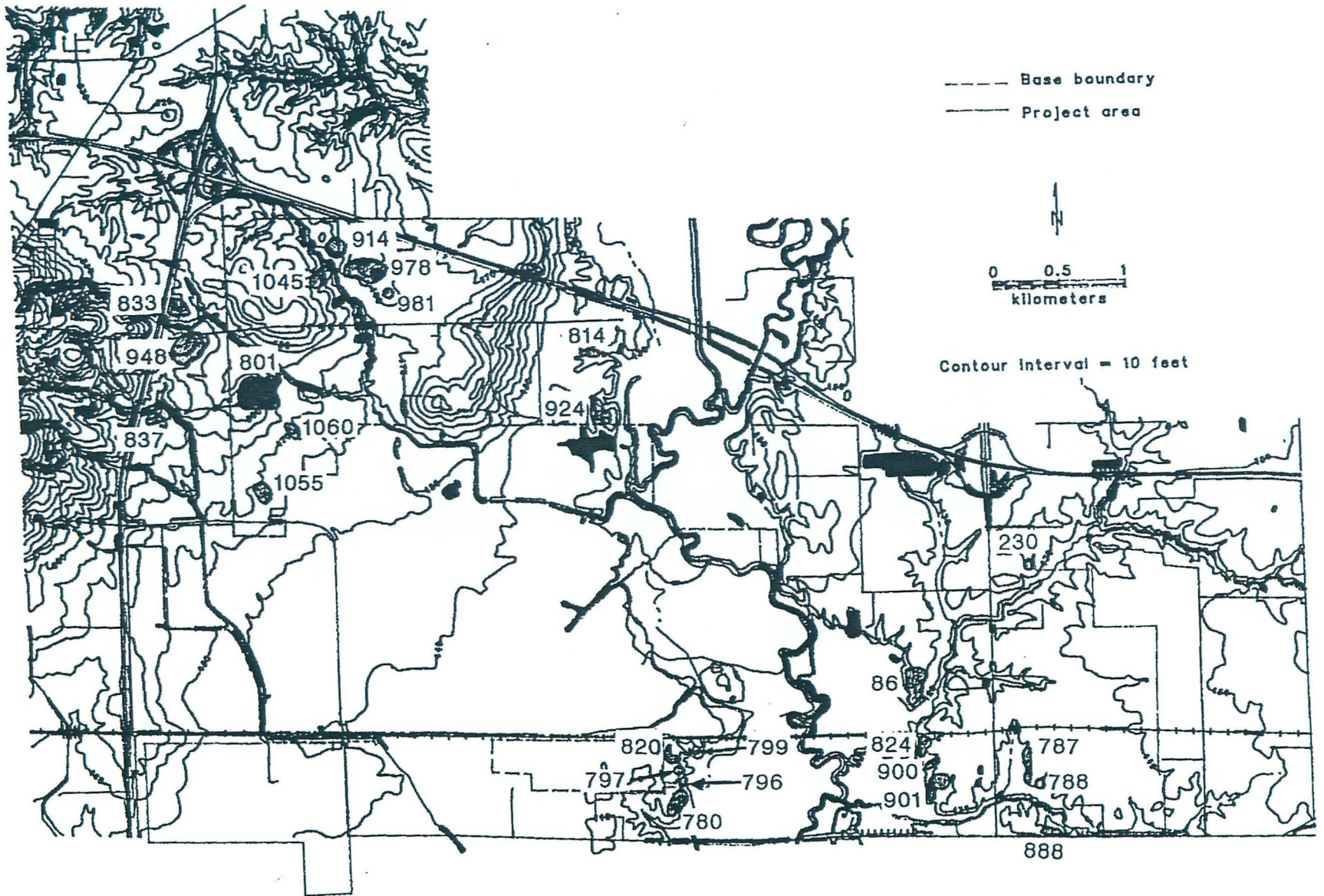
11-S-924, Appel Farmstead

Location: SW1/4, SE1/4, SE1/4;
Section 2 Township 1N, Range 7W
UTM E 252470, N 4271040

Extent of Site: 6,300 square meters; 70m x 90m Note: This is the extent of the remaining site.

Component(s): Archaic, Late Woodland, Mississippian, Historic (19th Century)

National Register Status: Unevaluated



Appendix B
Location of Recommended Sites

PROTECTED

ARCHAEOLOGICAL AREA

**UNAUTHORIZED COLLECTION OF ARTIFACTS
VISIBLE ON THE GROUND OR BY EXCAVATION IS
PROHIBITED BY STATE LAW (20 ILCS 3435, 17 IAC
4190) CIVIL PENALTIES APPLY.**

ALL VIOLATORS WILL BE PROSECUTED

PROTECTED

ARCHAEOLOGICAL AREA

DISTURBANCE OR VANDALISM OF TOMBSTONES AND OTHER BURIAL MARKERS IS PROHIBITED ON ALL LAND IN THE STATE (20 ILCS 3440, 17 IAC 4170). CIVIL PENALTIES APPLY AND MAY BE A FELONY UNDER FEDERAL OR STATE LAW (18 USC 1170; 20 ILCS 3440).

ALL VIOLATORS WILL BE PROSECUTED

APPENDIX D

AIRPORT ARCHAEOLOGICAL PLAN
MIDAMERICA ST. LOUIS AIRPORT
ST. CLAIR COUNTY, ILLINOIS
EXAMPLE COVENANT

In consideration of the conveyance of that certain [improved] real property, hereinafter referred to as [name of property], located in the [City of _____, County of _____, State of _____], which is more fully described as:

[legal description]

[Name of property recipient] hereby convenants on behalf of [himself/herself/itself], [his/her/its] heirs, successors, and assigns at all time to [specify: Federal agency transferring the property; or SHPO; or other] to maintain and preserve [name all those exterior and interior features that qualify the property for inclusion in the National Register; these may be named within the body of the paragraph or included as an attachment] as follows:

1. [Name of recipient] shall preserve and maintain [name of property] in accordance with the recommended approaches in The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings (National Park Service 1983) [or specify other relevant standard, management plan, archaeological treatment plan, etc. with full citation] in order to preserve and enhance those qualities that make [name of property] eligible for inclusion in the National Register of Historic Places.
2. No [construction, alteration, remodeling/disturbance of the ground surface] or any other thing shall be undertaken or permitted to be undertaken on [name of property] which would affect the [structural] integrity of the [appearance/cultural use/archaeological value] of [name of property] without the express prior written permission of [Federal agency transferring the property; or SHPO; or other] signed by a fully authorized representative thereof.
3. The [Federal agency transferring the property; or SHPO; or other] shall be permitted at all reasonable times to inspect [name of property] in order to ascertain if the above conditions are being observed
4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, [Federal agency transferring the property; or SHPO; or other] may, following reasonable notice to [name of recipient], institute suit to enjoin said violation or to require the restoration of [name of 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.
5. [Name of recipient] agrees that [Federal agency transferring the property; or SHPO; or other] may at its 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.

6. This covenant is binding on [name of recipient], [his/her/its] heirs, successors, and assigns [in perpetuity/for X years from the date of this instrument]¹ 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.
7. The failure of [Federal agency transferring the property; or SHPO; or other] 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 of the use of such right or remedy at any other time.
8. This covenant may be jointly amended or released in writing, and such amendment or release shall become effective upon its recordation in the [specify: e.g. Office of the Clerk and Recorder] of the County of _____, State of _____.

This covenant shall be a binding servitude upon [name of 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.

[Signature blocks]²

¹ A covenant must be in perpetuity to serve as the basis for a NAE determination. Lesser periods of time can be stipulated where the potential for adverse effect is accepted through a MOA or PA.

² A covenant used as the basis for a NAE determination must be signed by the recipient of the transferred property and the party that will monitor the covenant (e.g. the Federal agency transferring the property, the SHPO, or another party). A MOA or PA may provide for signatures to be obtained after Section 106 review has been completed, provided the MOA or PA also specifies what the responsible agency will do if the relevant parties will not sign.