



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

100 Centennial Mall North, Room 220  
Lincoln, NE 68508-3851  
Nebraska.FHWA@FHWA.DOT.GOV

June 7, 2001

NEBRASKA DIVISION FHWA

In Reply Refer To:  
HRW-NE

Mr. Roger Figard  
City Engineer  
City of Lincoln  
1001 North 6 Street  
Lincoln, NE 68508

Dear Mr. Figard:

Memorandum of Agreement (MOAI)- Historic Properties on Project 5244(3)

Enclosed are copies of the subject MOA between the Federal Highway Administration, the State Historic Preservation Officer and the City of Lincoln. One of the four original copies did not have a signature by the City.

Please use the copy with all the signatures for the FEIS. The MOA should be used as the basis for completing the 4(f) document for this project. We appreciate your assistance in working out an agreement for mitigation of the adverse effects on the historic properties on this project.

Sincerely yours,

Edward W. Kosola  
Realty/Environmental Officer

Enclosure

cc:  
Len Sand

**MEMORANDUM OF AGREEMENT  
SUBMITTED  
PURSUANT TO 36 CFR 800**

**WHEREAS**, the Federal Highway Administration, Nebraska Division (FHWA) has determined that the proposed Antelope Valley Plan within an area generally bounded by South Street near 37<sup>th</sup> Street, Antelope Creek, A Street, 4<sup>th</sup> Street, BNSF Railroad, 10<sup>th</sup> Street, Cornhusker Highway, Dead Mans Run, Superior Street, 33<sup>rd</sup> Street, Leighton Avenue, 27<sup>th</sup> Street, and Antelope Creek in Lincoln, Nebraska is a federal undertaking which will have effect on properties listed in and eligible for listing in the National Register of Historic Places (NRHP); and

**WHEREAS**, FHWA has consulted with the Nebraska State Historic Preservation Officer pursuant to 36 CFR Part 800; and

**WHEREAS**, the City of Lincoln, in partnership with the University of Nebraska - Lincoln, and the Lower Platte South Natural Resources District, has participated in the consultation and will carry out the implementation of the undertaking; and

**WHEREAS**, the residences at 1907 L Street, and 125, 135, and 145 North 22<sup>nd</sup> Street, which have been determined eligible for listing in the NRHP by the NeSHPO and FHWA, and the Nebraska State Arsenal building, which is listed in the NRHP will be adversely affected by the undertaking; and

**WHEREAS**, the definitions and stipulations given in Appendix A are applicable throughout this Memorandum of Agreement and are incorporated herein; and

**WHEREAS**, the FHWA shall ensure that the City of Lincoln will carry out the following stipulations, and:

**NOW, THEREFORE**, the Federal Highway Administration and the Nebraska State Historic Preservation Officer agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties:

**Stipulations – Nebraska State Arsenal**

1. Prior to any acquisition or construction action affecting the Nebraska State Arsenal, which is listed in the NRHP, the City shall record the building to the standards in Appendix A, completed by qualified professionals and accepted in writing by the NeSHPO.
2. The City shall design the landscape plan of the immediate area around the Arsenal in consultation with and approval by the NeSHPO.

**Stipulations – 1907 L Street**

1. Prior to any acquisition or construction action affecting this historic property the City shall record the building to the standards in Appendix A, completed by qualified professionals and accepted in writing by the NeSHPO.
2. The City will pursue a voluntary acquisition of this property. If so acquired, and prior to any physical relocation activity affecting this historic property, the City shall consult with the NeSHPO in order to find a suitable site for relocation. The City shall make a good-faith effort to find a location for the building that reflects the building's current streetscape, siting, setback and relationship to the street. The City shall, in writing, provide the NeSHPO a minimum of thirty days to review and approve potential relocation sites. The City shall provide the NeSHPO with maps, addresses, photographs and written descriptions of the sites under consideration, and shall explain how each site is sensitive to the historic character of 1907 L Street. The City shall also provide information as to how a site search was undertaken, and explanation as to the consideration and rejection of sites.
3. The City shall move the property in accordance with the approaches recommended in *Moving Historic Buildings* (John Obed Curtis, 1979, American Association for State and Local History), in consultation with the NeSHPO, by a professional mover who has the capability to move historic structures properly.
4. The City shall secure and protect the property from damage during the period it is unoccupied. Prior to any move, the City shall execute a contract with a new owner to ensure that they will accept title to the new property subject to stipulations designed to protect the historic features of the structure.
5. Should the historic property that is the subject of these stipulations be destroyed by fire, storm, or Act of God, the stipulations of this Memorandum of Agreement relevant to that property shall be cancelled upon written notification to the NeSHPO by FHWA.

**Stipulations - 125, 135, and 145 North 22<sup>nd</sup> Street**

1. Prior to any acquisition or construction action affecting these historic properties the City shall record the buildings to the standards in Appendix A, completed by qualified professionals and accepted in writing by the NeSHPO.
2. Prior to any physical relocation activity affecting these historic properties, the City shall consult with the NeSHPO in order to find a suitable site for relocation. The City shall make a good faith effort to move all three buildings onto three side-by-side sites that reflects the buildings' current streetscape, siting, setback and relationship to each other. If no such sites are found, the City may provide information as to how a site search was undertaken, explanation as to the consideration and rejection of sites, and then, in consultation with the NeSHPO, find independent lots for each building. The City shall, in writing, provide the NeSHPO a minimum of thirty days to review and approve potential relocation sites. The City shall provide the NeSHPO with maps, addresses, photographs and

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written descriptions of the sites under consideration, and shall explain how each site is sensitive to the historic character of 125, 135, and 145 North 22<sup>nd</sup> Street.

3. The City shall move these properties in accordance with the approaches recommended in *Moving Historic Buildings* (John Obed Curtis, 1979, American Association for State and Local History), in consultation with the NeSHPO, by a professional mover who has the capability to move historic structures properly.
4. The City shall secure and protect each property from damage during the period it is unoccupied. Prior to any moves, the City shall execute a contract with each new owner to ensure that they will accept title to the new property subject to stipulations designed to protect the historic features of the structure.
5. Should any historic property that is the subject of these stipulations be destroyed by fire, storm, or Act of God, the stipulations of this Memorandum of Agreement relevant to that property shall be cancelled upon written notification to the NeSHPO by FHWA.

Execution of this Memorandum of Agreement by the Federal Highway Administration, Nebraska Division, the Nebraska State Historic Preservation Officer, and implementation of its terms is evidence that the Federal Highway Administration, Nebraska Division has afforded the Nebraska State Historic Preservation Officer an opportunity to comment on this undertaking and its effects on the relevant historic properties; and that the Federal Highway Administration has taken into account the effect of the undertaking on historic properties.

**Nebraska State Historic Preservation Officer**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**Federal Highway Administration**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**ACCEPTED, City of Lincoln,**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

## **APPENDIX A**

### **Recordation Plan Requirements for Each Property**

Nebraska Historic Buildings Survey site numbers, (to be provided by the NeSHPO) property name and address shall be placed on all material. Title sheet, site plans and photographs shall be prepared to HABS/HAER standards in a formal presentation format. Documentation shall include:

1. Mylar title sheet with a vicinity map of the building. The building's location shall be established with Universal Transverse Mercator (UTM) Grid system location data, derived from a 7.5 minute USGS quadrangle map. Identification of the USGS quadrangle; UTM coordinates; building name shall all be included in a title block immediately below the map.
2. A site plan on Mylar, scaled as 1"-10.0 feet. The site plan shall include the relationship of all primary landscape features (i.e. roads, sidewalks, etc.). Key all photos to the plan showing the point of view, direction of view, using the NeSHPO photo number of the photograph (see photo requirements below).
3. Photographs: The preparation of black-and-white, archivally stable zone system negatives and prints will minimally be 4" X 5" format with original negatives and contact sheets provided to the NeSHPO. Negatives shall be properly placed in acid-free paper jackets. Each photograph shall be keyed to the site map. Negative envelopes, contact sheet and prints shall be identified in accordance with NeSHPO standards (Nebraska Historic Buildings Survey manual, 1997 and National Register Bulletin 15) in consultation with the NeSHPO.

Photographic documentation shall minimally include:

- a. List of photographs.
  - b. Views of all facades, including representative close ups.
  - c. Streetscape views of the general environs.
  - d. General views of the interior where historic fabric or historic conditions still exist (at the photographer's discretion).
4. Historic Overview: Provide a comprehensive historic overview (between 2 and 10 pages, as appropriate) of the property including construction date and data, architectural description, narrative history and historic context.

All material must be reviewed and accepted by the NeSHPO in writing.