

**MEMORANDUM OF AGREEMENT**  
**BETWEEN GLACIER NATIONAL PARK**  
**AND**  
**THE MONTANA STATE HISTORIC PRESERVATION OFFICER**  
**REGARDING THE DEMOLITION OF**  
**GRAHAM-ROBERTS CABIN IN THE GLACIER PARK VILLA SITES HISTORIC DISTRICT**  
**GLACIER NATIONAL PARK, FLATHEAD COUNTY, MONTANA**

WHEREAS the National Park Service, Glacier National Park (Park) proposes to demolish the Graham-Roberts Cabin in the Glacier Park Villa Sites Historic District; and

WHEREAS the Park has defined the undertaking's area of potential effect (APE) as the Glacier Park Villa Sites Historic District, Glacier National Park, Montana; and

WHEREAS the Park has determined that the undertaking will have an adverse effect on the Glacier Park Villa Sites Historic District (24FH1082), which is eligible for listing in the National Register of Historic Places.

WHEREAS the Park has consulted with the Montana State Historic Preservation Officer (SHPO) pursuant to Section 106 of the National Historic Preservation Act (16 USC 470) and its implementing regulations, "Protection of Historic Properties" (36 CFR 800); and

WHEREAS the Park has notified the Advisory Council on Historic Preservation (Council) to determine its participation pursuant to Section 106 of the National Historic Preservation Act (16 USC 470) and its implementing regulations, "Protection of Historic Properties" (36 CFR 800), and the Council has chosen not to participate; and

NOW, THEREFORE; the Park and the SHPO agree that the undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

**STIPULATIONS**

The Park shall ensure that the following measures are carried out:

**1) MITIGATION**

- a) Prior to demolition, the Park will record the cabin to the standards of the Historic American Buildings Survey. Original photographs and associated documentation will be provided to the National Park Service and Montana SHPO. HABS documentation will comply with the National Park Service standards set forth in the attachment to this MOA
- b) The Park will install a wayside exhibit at a location around Lake McDonald that will interpret the history and significance of recreational cabin development on the lake.
- c) The Ewing (Artists-in-Residence) Cabin in the Glacier Park Villa Sites Historic District will be painted.

**2) DURATION**

This MOA will be null and void if its terms are not carried out within two (2) years from the date of its execution. Prior to such time, the Park may consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation 4.

**3) DISPUTE RESOLUTION**

Should SHPO object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Park shall consult with the SHPO to resolve the objection. If the Park determines that such objection cannot be resolved, the Park will:

- A. Forward all documentation relevant to the dispute, including the Park's proposed resolution, to the Council. The Council shall provide the Park with its advice on the resolution of the objection within thirty (30) days of



receiving adequate documentation. Prior to reaching a final decision on the dispute, the Park shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the Council and the SHPO, and provide them with a copy of this written response. The park will then proceed according to its final decision.

B. If the Council does not provide its advice regarding the dispute within the thirty (30) day time period, the Park may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Park shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO to the MOA, and provide them and the Council with a copy of such written response.

C. The Park's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

4) **AMENDMENTS**

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the Council.

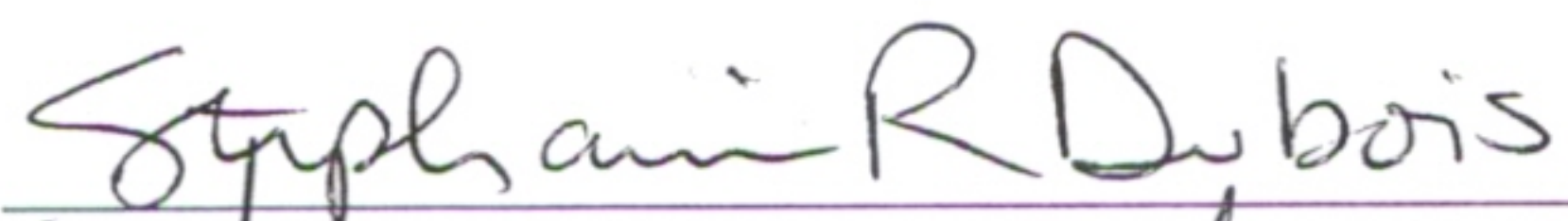
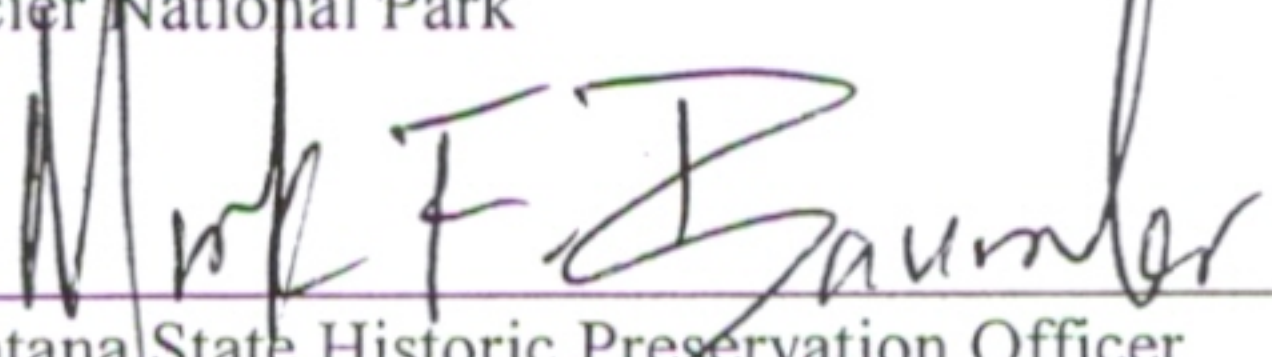
5) **TERMINATION**

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other party to attempt to develop an amendment. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the Park must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the Council under 36 CFR § 800.7. The Park shall notify the signatories as to the course of action it will pursue.

EXECUTION OF THIS MEMORANDUM OF AGREEMENT by the Park and SHPO and implementation of its terms, evidences that the Park has afforded the SHPO and the Council an opportunity to comment on the Graham-Roberts Cabin demolition and its effect on the historic properties, and that the Park has taken into account the effect of the undertaking on historic properties.

**SIGNATORIES**

 _____ Superintendent Glacier National Park	Date	<u>10-1-07</u>
 _____ Montana State Historic Preservation Officer	Date	<u>9/11/2007</u>