

~~CONFIDENTIAL~~ Security Information~~CONFIDENTIAL - SECURITY INFORMATION~~

See Distribution

Cherry Housing Criteria for NSA Project, Fort Meade
Ch, MGP7 Dec 53
Lt. Col. Holtz/60556/amd

1. NSA has requested that C.O., Fort George G. Meade initiate a project for approximately 2500 units of family housing to be built at Fort Meade adjacent to the proposed NSA operations building. This housing is to be obtained under the National Housing Act, Title VIII (Cherry Housing) and will be available for both civilian and military personnel of NSA. Billing will be in accordance with policies established by C.O., Fort Meade.
2. The attached letter and inclosure outline the NSA position on features desired in this housing. This position was arrived at by a staff study accomplished by MGP. Your comments are desired to be returned to MGP by 21 Dec 53.
3. When the project is approved for construction by the appropriate offices, this study will be forwarded to C.O., Fort George G. Meade, after revisions are made to include your recommendations.
4. The attached letter and inclosure are unclassified. Only the figure mentioned in paragraph 1 of this DF is classified CONFIDENTIAL.

Austin C. Curkile
AUSTIN C. CURKILE
Colonel, Infantry
Chief, Movement Group

Incl:
a/s

DISTRIBUTION:

DIR	COMP	SIGPO
V/DIR	AG	PROD
C/S	P/P	NSA-60
DCS/P	COM	NSA-70
DCS/A	TNG	NSA-80
S/ASST (Mr. Friedman) ✓	PERS	NSA-90
S/ASST (Capt. Holtwick)	SEC	R/D
LA	LOG	C/SEC
	HqC	SCH
	TEC	

SUBJECT: National Security Agency Wherry Housing Project

TO: Commanding Officer
Fort George G. Meade, Maryland

1. I consider the provision of family housing contiguous to and coincidental with the NSA Construction Project at Fort George G. Meade, Maryland, to be of prime importance.

2. The performance of the assigned missions of this Agency is dependent on personnel whose clearance and training are lengthy and involved. Accordingly, I am extremely desirous of obtaining adequate family housing for personnel of this Agency in order to reduce a possible heavy attrition rate at the time of the move of this Agency, normal extended period attrition, and to increase efficiency.

3. As you know, I have requested that a Wherry Housing Project (Title VIII) be approved for construction at Fort Meade, Maryland to partially handle the impact of this Agency in its move. I have had a staff study made of problems incident to such a project. Considerable co-ordination with the departmental level of all the military services and the Federal Housing Administration here in Washington, D. C. has been effected. Further, a number of Title VIII projects completed or under construction and within a radius of 150 miles of Washington, D. C. have been inspected at Army, Navy, and Marine Bases in order to determine desirable and undesirable features and to plan for the resolution of problems known to exist in Title VIII projects.

4. As a result of these activities, I have arrived at a position which I desire you utilize in the necessary negotiations with prospective or selected sponsors for this project. I have divided this position into two parts, i.e., Part I: Construction Features, and Part II: Administration. Most of the construction features listed have been noted in existing projects. Other construction features, so indicated, are desirable and to be sought for, if practicable. Management features listed are believed to be the most practical approach to the problem and provide a balance between the affected parties--government, sponsor and tenant.

5. I believe that a firm stand on these matters will produce family housing that is adequate, marketable, and competitive. I have read with interest recent instructions issued by the Department of the Army and the Department of the Navy regarding improvements desired in Title VIII housing and feel that the position arrived at herein

meets fully the intent and desire of these Departments to provide better and more adequate family housing for their personnel.

6. My staff office most concerned with this project is the Movement Group, the Chief of which is Colonel Austin C. Cunkle. Feel free to call on myself or Colonel Cunkle for any further information or assistance you may desire in any phase of this matter.

RALPH J. CANINE
Lieutenant General, US Army
Director

Incl:
Construction Features and
Administration

INDEX

SECTION I

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Assumptions B. Standards <ul style="list-style-type: none"> 1. F.H.A. 2. Design C. Location <ul style="list-style-type: none"> 1. General 2. Specific D. Master Planning <ul style="list-style-type: none"> 1. Planning 2. Building Layouts 3. Arrangement 4. Access 5. Community Facilities E. Building Types <ul style="list-style-type: none"> 1. Project Composition F. Design and Specifications <ul style="list-style-type: none"> 1. General <ul style="list-style-type: none"> a. Ground Coverage b. Density c. Setback d. Style e. Entries | <ul style="list-style-type: none"> F. Design and Specifications (Cont'd) <ul style="list-style-type: none"> 2. Exteriors <ul style="list-style-type: none"> a. Exterior b. Doors c. Windows d. Roofs 3. Basements <ul style="list-style-type: none"> a. Provisions b. Laundry c. Toilet d. Storage e. Utility Meters 4. Interiors <ul style="list-style-type: none"> a. Interior Walls b. Party Walls c. Kitchen Floors d. Bathroom Floors e. Living Room and Dining Room Floors f. Bedroom Floors g. Stairs |
|---|--|

SECTION II

- A. Government-Sponsor Agreement
 - 1. Relationship
 - 2. Lease
 - 3. Provisions
 - 4. Recourse
- B. Tenant-Sponsor Lease
 - 1. General
 - 2. Rules and Regulations
 - 3. Lease
- C. Post-Sponsor Administration
 - 1. Certification
 - 2. Clearance
 - 3. Regulations
- D. Rentals and Other Charges
 - 1. Gross Rents
 - 2. Charges
 - 3. Damages
 - 4. Security Deposit
 - 5. Rental Rates
 - 6. Gross Rental Ratio

APPENDICES

- I Tenant Lease
- II Rules and Regulations
- III References
- IV Background Material

SECTION ICONSTRUCTION FEATURESA. ASSUMPTIONS

The following assumptions are made:

1. That the project will be certified and approved.
2. That plans will be prepared or submitted that meet the using agency requirement and fulfill Federal Housing Administration standards.
3. That construction will be in increments subject to the statutory limitation of \$5,000,000.
4. That the Commanding Officer, Fort George G. Meade, Maryland will be the agent of the Department of the Army and the using agency (NSA), in co-ordination with the District Engineer, Baltimore District, the Federal Housing Administration, Region I (Baltimore), and the sponsor.
5. That submission of proposals will be based on topography and utilities information furnished by the District Engineer and criteria furnished by NSA.
6. That a reliable, competent, acceptable sponsor will be selected.
7. That the request for community facilities will be approved or that private enterprise will locate in the immediate proximity to the project.

B. STANDARDS

1. Federal Housing Administration. The provision of the Federal Housing Administration document in use by the Baltimore Office of Federal Housing Administration entitled: "Minimum Property Requirements for Properties of Three or More Living Units," dated August 1948, will apply except as modified herein.
2. Design. Design will be acceptable for the region in regard to building codes, underwriter's codes, architectural treatment, and standard engineering practices.

C. LOCATION

1. General. The project will be located within the Military Reservation of Fort George G. Meade, Maryland.

C. LOCATION (Cont'd)

2. Specific. The area considered most suitable is northeast of the NSA Construction Project, adjacent to the area planned for future parking and extending north and northeast from it.

D. MASTER PLANNING

1. Planning. The project will be planned for ultimate development with provisions for incremental construction.
2. Building Layouts. Similar type living units will be grouped together with provision for future increments expanding from the original groups.
3. Arrangement. All buildings and improvements will be harmoniously and efficiently organized in relation to the topography with full regard to use and appearance and shall provide for safe, comfortable, efficient, and sanitary use by the occupants under all weather conditions and shall provide such services as are appropriate to the needs of the occupants.
4. Access. The street system will provide arteries connecting to access roads leading to National Security Agency, shopping areas, Fort Meade, and other established highway systems. Internal circulation within the project will connect all areas to the arteries. Standard acceptable engineering practices as to widths, alignment, horizontal and vertical curves, load capacity, surface treatment, curb and gutter, drainage, lighting, traffic control, etc., will be utilized.
5. Community Facilities. Space will be planned for the development of normal community facilities. Location will be between the housing project and the reservation's West boundary to allow for private enterprise development adjacent to the facilities provided by the government.

E. BUILDING TYPES

1. The project composition was arrived at by considering the grade structure and strenght of the agency plus family size. In addition, known experience data from existing projects has been utilized. The type units are expressed as percentage of the project so that any size increment may be determined readily.

E. BUILDING TYPES. (Cont'd)PROJECT COMPOSITION

Scheduled Occupancy	Unit Size	% of Total Project
Field Gr. Off. and above	1 - Bedroom	0
GS-13 and above	2 - Bedroom	5
	*3 - Bedroom	*4
CO. Gr. Off.	1 - Bedroom	4
GS-8 through GS-12	2 - Bedroom	17
	3 - Bedroom	13
First three Enlisted Grades	1 - Bedroom	4
GS-6 and GS-7	2 - Bedroom	22
	3 - Bedroom	11
<u>Single Military & Civilian Efficiency Apts.</u>		<u>20</u>

* 50% of these units to be individual units with basements and expandable features.

F. DESIGN AND SPECIFICATIONS1. General

- a. Ground coverage is not to exceed 12% in any part of the project.
- b. Density in areas containing efficiency apartments or one bedroom units is not to exceed fifteen (15) living units per net acre.
- c. Setback. The minimum distance from the front line of any dwelling unit to the building line on the opposite side of the street will be 150 feet.
- d. Style. All units of two or more bedrooms shall have living quarters on the ground floor (i.e., sleeping space on second floor).
- e. Entries. All living units of two or more bedrooms shall have private front and rear entrances.

2. Exteriors.

- a. Exterior surface treatment may be brick, combination brick and wood or brick and composition siding, or composition siding only. Variation in treatment selected for upper and lower floors and for the various type units are desirable. The use of indentation and other devices to break up the

2. Exteriors (Cont's)

exterior is desirable. Dormers, false columns, and other architectural frills that add only to the cost and not to the over-all value of the project are not acceptable.

- b. Doors will have a canopy in keeping with over-all design of unit. Front door will be provided with an outside light, mail drop or box, and name plate. Rear door may open from kitchen or dining room.
- c. Windows may be of wood or metal. Picture windows are considered desirable. Cross-ventilation will be provided where possible. One window to be designed for air-conditioning unit (See 6a)
- d. Roofs of asphalt strip shingles are acceptable.

3. Basements

- a. Provisions. Full basements are not a requirement except in detached units, however, storage space must be provided to handle normal overflow or excess of household goods. A partial basement (approximately 1/3) is considered satisfactory.
- b. Laundry facilities including: trays, drains, hot and cold water, and electric outlets will be provided in basements.
- c. Toilet facilities including commode and wash basin will be provided.
- d. Storage provided is to be secure. This may be obtained through individually locked compartments.
- e. Utility meters, if provided to each unit, will be grouped on a basement wall.

4. Interiors

- a. Interior walls may be of dry-wall construction.
- b. Party Walls between units are to be of proven soundproof construction.
- c. Kitchen floors are to be of grease-proof asphalt tile.

4. Interiors (Cont'd)

- d. Bathroom floors are to be ceramic tile. A ceramic tile wainscot of normal height will be provided.
- e. Living room and dining room floors are to be hardwood.
- f. Bedroom floors may be hardwood or asphalt tile.
- g. Stairs in living units shall have a minimum width of 3' 0" clear of handrail, and basement stairs a minimum width of 2' 9" clear.

5. Space Arrangements

- a. Adequacy and arrangement of space is considered of prime importance.
- b. Allocation of space should approximate those listed in the following table:

SPACE (Net Square Feet)

ROOM	EFFICIENCY	ONE BEDROOM			TWO BEDROOM			THREE BEDROOM		
		Enl	CO Gr	Fld Gr	Enl	Co Gr	Fld Gr	Enl	Co Gr	*fld Gr
Living	@350	200	215	-	210	225	250	220	250	260
Dining	-	90	95	-	95	105	110	100	115	115
Kitchen	-	80	90	-	85	95	105	85	105	105
Bath	40	40	40	-	40	45	50	40	45	50
BR #1	-	170	175	-	170	175	180	170	175	180
BR #2	-	-	-	-	140	150	160	140	150	160
BR #3	-	-	-	-	-	-	-	120	120	140
Closets	40	45	50	-	60	65	75	70	75	85
Dressing	60	-	-	-	-	-	-	-	-	-
	490	625	665	-	800	860	930	945	1035	1095

NOTE: @ Combined Living-Dining

* Senior Officers individual units to have a minimum basement area of 50% of the first floor area.

6. Features

- a. Electrical requirements include provision of convenience outlets, two per wall in living room area, otherwise one per wall. A circuit breaker box will be provided and located in the kitchen. A special convenience outlet will be provided either in the living room or dining room for use by and capable of handling the load of a future portable

6. Features (Cont'd)

window air-conditioning unit. (Note: Window selected is to have an opening capable of handling a 3/4-ton model). A master light switch will be provided to be located on the living room wall near stairwell. A heavy duty outlet to provide 220V and 110V service for clothes dryer will be installed in the kitchen. Ceiling light fixtures will be installed in all rooms except living room and bath.

- b. Heating may be either central or by individual forced hot-air air or hot-water units, gas or oil fired. Baseboard radiators are desirable if hot-water heating is provided. Registers in stair risers for heat supply or cold air return are acceptable.
- c. Phone Jacks will be provided in the living area of all units and an additional bedroom phone jack in all two and three bedroom units.
- d. TV jack for a master TV antenna system will be provided in the living room of all units.
- e. Fixtures and Equipment are to be of quality design and materials in keeping with other features of these units.

7. Equipment

- a. Venetian blinds will be supplied for all window areas.
- b. Screens will be provided for all window openings and screen doors for all door openings.
- c. Kitchens will contain the following equipment except as indicated:
 - (1) Stove - four burner with oven and storage, either gas or electric.
 - (2) Refrigerator - minimum of 6.0 cubic foot refrigerator in efficiency and one bedroom units; a minimum of 7.2 cubic foot refrigerator in two bedroom units; a minimum of 7.8 cubic foot refrigerator in three bedroom units.
 - (3) Fan - sufficient to exhaust kitchen fumes.
 - (4) Sink - double basin sink in all two and three bedroom units, the deep basin being covered with a removable drain board.
 - (5) Disposal for garbage will be supplied with each sink.

7. Equipment (Cont'd)

- (6) Cabinets will be provided to the floor under all work surfaces and adequate wall cabinets will be provided according to size of unit.
 - (7) Floor space will be provided for tenant-owned laundry equipment, washer and dryer, and hot and cold water outlets in the wall adjacent to space provided.
- d. All baths will contain the following equipment:
- (1) A five-foot recess type tub with shower head, rod, and curtain.
 - (2) Soap tray and hand hold.
 - (3) Two towel racks.
 - (4) Wash basin and commode.
 - (5) Toilet paper holder.
 - (6) Glass and toothbrush holder.
 - (7) Recessed medicine cabinet with mirror door.

8. Area Facilities

- a. Area Facilities provided will be in keeping with project of possible future size as well as committed size.
- b. Layout of facilities should be such that minimum of excavation and dirt removal is required.
- c. Landscaping will include necessary terracing, etc., and will provide a minimum of shrubbery.
- d. Streets are to be named and suitably marked with direction posts on two corners of each four-way intersection.
- e. Curbs and gutters will be provided on both sides of all thoroughfares. They are not required along service roads and alleys.

8. Area Facilities (Cont'd)

- f. Sidewalks will be provided from the front entrance of all living units to a perimeter sidewalk for each area.
- g. Parking will be provided off-street and will be adequate for tenant and visitor parking (150% of number of units). Interior parking areas with buildings arranged on three sides as courts is desirable, however, turnouts for perpendicular parking at the curbs will be acceptable.
- h. Play areas with adequately installed playground equipment will be provided and located in the vicinity of two and three bedroom units.
- i. Community laundry facilities are acceptable in the one bedroom and efficiency areas and may be furnished integral with central heating plants if central heating is provided.
- j. Laundry drying areas will be provided at three times the density established by F.H.A minimum requirements. These areas will be enclosed from a view of street.
- k. Car washing facilities consisting of hard stand and water facilities and necessary drains will be provided. These may be located at: central heating plant, community laundries, or at management office.
- l. Storage space will be provided for each family unit. This will be a minimum of 4' wide, 8' long, and 8' high, and may be located as in paragraph
- m. School bus stops are to be marked and provided in the two and three bedroom unit areas.
- n. Commercial bus stops with shelters will be provided at selected points.
- o. U. S. mail boxes are to be placed per experience factors of postal authorities.
- p. Fire alarm boxes and fire plugs will be provided to meet underwriter code and Post requirements.
- q. Office - A separate building will be provided for the management to use as office and headquarters for maintenance operations and storage. Office hours to be a minimum of 8 a.m. to 5. p.m. daily with at least one management and one maintenance representative living within the project and subject to emergency call.

9. Area Utilities

- a. Connections for utility services are to be to closest existing sources. Layout is to provide for future expansion of the project, and attain maximum economy in obtaining needed services.
- b. Central heating is desirable.
- c. Transmission lines are to be underground. Light poles are to be austere design but in keeping with architectural treatment of project.
- d. Meters that might be required will be located in basement of multi-units if individual metering is used. If utilities are metered to the project in bulk they will be located at or near the management office.

SECTION IIADMINISTRATION FEATURESA. Government-Sponsor Agreement

1. Relationship - It is known that a harmonious relationship between the installation commander, the owner, and the tenant of Title VIII housing is imperative for successful management of a project.
2. Lease - The Government-Sponsor Lease is a firm instrument used by the Secretaries of the Services. It of necessity provides for a minimum of installation control of Title VIII Projects as more stringent requirements would probably prevent achievement of any housing.
3. Provisions - Maximum exploitation of these provisions at the outset are needed to obtain this relationship. Provisions referred to are contained in the Government-Sponsor Lease: SR 210-220-1, Appendix IV or V. Covenants and Conditions: 3(a), (b), (c), 12 and 16.
4. Recourse - If the sponsor fails to perform a covenant in the lease and the Commanding Officer is unable to cause the sponsor to comply, recourse with the F. H. A. field office may be had, since the F.H.A. is the preferential stockholder of the sponsor's corporation.

B. Tenant-Sponsor Lease

1. General - Essential to providing an atmosphere of cooperation and good will between the management and the tenant is a simple and equitable lease which adequately protects the sponsor; recognizes the problems and way of life of military families; and which is devoid of grounds for apprehension on the part of the tenants, and free of arbitrary restrictions.
2. Rules and Regulations - A set of rules and regulations for tenant compliance established by mutual agreement between the sponsor and Commanding Officer and subject to change will be provided for in the lease. These can be printed in conjunction with other pertinent management information matters and posted in the quarters to be immediately available to the tenant. A suggested tenant lease and set of rules are included herein as Appendices Number I and II.

B. Tenant-Sponsor Lease (Cont'd)

3. The lease will not contain these provisions:

- a. Indebtedness - Under which the landlord is given the right to add to the lease rental an indebtedness of the tenant which is wholly unrelated to the lease.
- b. Possession - Under which the tenant's mere entry into possession of a unit is made "conclusive evidence" that the premises were then in a satisfactory condition.
- c. Liability - Relieving the landlord of liability for damages to the tenant or his property resulting from any cause whatsoever, including the negligence of the landlord or his agents.
- d. Damages - Imposing "liquidated damages" upon the tenant of sums greater than the rent actually due or the damages actually suffered by the landlord.
- e. Redecorating - Making the tenant liable for the cost of redecorating the unit if he moves within a year, even if on proper notice.
- f. Legal Rights - Requiring the tenant to waive, in advance, all legal rights such as service of process, jury trial, etc., and merely by execution of the lease, "confessing judgment" in favor of the landlord for any costs that may ultimately be found due.
- g. Pets - Prohibiting pets of any kind.
- h. Planting - Prohibiting the tenant from planting flowers or using window boxes for plants.
- i. Children - Discouraging children playing on lawns.
- j. Furniture - Prohibiting lawn furniture.
- k. Washing Machines - Prohibiting the use of privately-owned washing machines.

C. Post-Sponsor Administration

- 1. Certification - The Post Billeting Officer or other designated agent of Commanding Officer, Fort Meade, in accordance with established policies will establish priorities and certify tenants to the sponsor.

C. Post-Sponsor Administration (Cont'd)

2. Clearance - An inspection form and check-list is a requirement for tenants clearing the project. Such an inspection must be accomplished jointly by the management and tenant. It is considered desirable that a table of repair and replacement costs be mutually predetermined by the Post Commander and the sponsor. This would eliminate any requirement for Post personnel to participate in inspection of quarters, for outgoing and incoming tenants but provide for recourse if the tenant felt that unfair charges were assessed. A copy of the completed inspection form should be filed with the Post Billeting Officer for protection of the next tenant against charges for the same repairs and to insure that necessary repairs are made by the management.
3. Regulations - Provision 12, Covenants and Conditions, Government-Sponsor Lease provides "That the use and occupation of the leased premises shall be subject to such rules and regulations as the said Commanding Officer may from time to time reasonably prescribe for military requirements for safety and security purposes, consistent with the use of the premises for housing."

D. Rentals and Other Charges

1. Gross rents for individual units should approach the gross cost to the tenant for occupying the unit. Utility costs, taxes, etc., should not be hidden but included in the rent charged in so far as possible.
2. Charges for additional or special services should be eliminated. Examples of such charges are:
 - a. Moving from one unit to another in the project when there is no service rendered by the landlord.
 - b. Installation and service charges such as master TV antenna connection and air-conditioning installation. (The tenant would be expected to arrange and pay for the installation and service of air conditioners).
 - c. Miscellaneous charges for services such as removing or re-installing refrigerators and cooking ranges.
 - d. Repairs - charges for freeing sink drains or effecting minor repairs to property subject to normal wear and tear.

D. Rentals and Other Charges (Cont'd)

3. Damages - it is obvious that replacement or repair costs for damages caused willfully or carelessly must be borne by the tenant.
4. Security Deposit - The tenant may be required to furnish a security deposit but it should not exceed one-half of one month's rent, or \$50, whichever is the lesser amount.
5. Rental Rates - It is believed that the project is feasible at rental rates in the following table and should satisfy the market for this Agency:

<u>OCCUPANCY</u>	<u>TYPE OF UNIT</u>	<u>GROSS MONTHLY RENTAL RATE</u>	
Field Grade	2- Bedroom	\$110	
GS-13 and above	3- Bedroom	125	
Company Grade	} 1 2- Bedroom	90	
Warrant Officer		2- Bedroom	100
GS-8 through GS-12		3- Bedroom	110
First Three Listed Grades	1- Bedroom	70	
GS-6 through GS-7	2- Bedroom	80	
	1- Bedroom	90	
	Efficiency Apt.	55	

6. Gross Rental Rate - The above rental rates would establish a gross rental rate of \$86.70 for the project of a composition as shown in table under Section I, paragraph A.

APPENDIX I
TENANT LEASE

LEASE, made the day of 19 , by and between hereinafter called the TENANT.

WITNESSETH: That the LANDLORD hereby lets to the TENANT, and The TENANT hereby hires from the LANDLORD, the premises known as located at for the term of beginning on the day of 19 , and ending on the day of 19 , and continuing from month to month thereafter until the lease shall be terminated as hereinafter set forth, at a monthly rental of dollars (\$) payable in advance on the day of each month upon the following terms and conditions:

1. Rent. That the tenant shall pay the rent aforesaid as and when the same shall fall due, at the management office of the Landlor.

2. Charges. That the Tenant shall promptly pay all charges for utility services or other services furnished by the Landlord not included in the monthly rental, to wit:

3. Lien. That this lease is subject and subordinate to the lien of any mortgage or deed of trust or encumbrance now or hereafter affecting the said premises and the Tenant does hereby agree to execute any and all instruments to effect such subordination as the Landlord may be required to furnish.

4. Occupancy. That the Leased premises shall be occupied only by the Tenant and members of his immediate family strictly as a private dwelling and for no other purpose whatsoever.

5. Assignment. That the Tenant shall not assign this agreement nor sublet the leased premises, nor any part thereof, without the Landlord's prior written consent.

6. Care. That the Tenant shall take good care of the leased premises and appurtenances and equipment therein and, at the expiration or termination of this lease, shall deliver up the premises in as good condition as reasonable wear and tear will permit, damages beyond the control of the Tenant excepted. Damages due to the negligence of the Tenant, members of his family or his invitees, shall be paid by the Tenant to the Landlord in the amount determined by the Landlord and the Commanding Officer, Fort George G. Meade, Maryland, or their authorized representatives.

7. Condemnation. That if the building in which the leased premises are located shall be condemned for public use, this lease

shall, at the option of the Landlord, terminate upon five (5) days notice to the Tenant; rent shall be paid pro rata to such termination and the Tenant shall have no right or claim to any part of the award.

8. Repossession. That in the event the Tenant is adjudicated a bankrupt or makes an assignment for the benefit of creditors, this Agreement shall, at the option of the Landlord, cease and terminate and said premises shall be surrendered to the Landlord, who hereby reserves the right in either of said events to forthwith re-enter and repossess the premises.

9. Rules and Regulations. That the Tenant will comply with the rules and regulations hereinafter set forth and made a part hereof, and with such other rules and regulations as the Landlord, with approval of the Commanding Officer, Fort George G. Meade, Maryland, may from time to time publish.

10. Damage or Loss. That the Landlord shall not be liable to the Tenant for damage to or loss of personal property of the Tenant unless such damage or loss is caused by negligence of the Landlord or his agent.

11. Alterations, Improvements or Additions. That the Tenant shall not make any alterations, improvements, or additions to the demised premises without the prior written consent of the Landlord. All improvements, alterations or additions made by the Tenant shall, unless otherwise released by the Landlord, become and remain part of the leased premises and the property of the Landlord.

12. Fire. That if the leased premises are damaged by fire of otherwise the Tenant shall immediately give notice thereof to the Landlord who will thereupon cause the damage to be repaired forthwith; provided, however, that if the leased premises are so damaged as to be untenable for a period of 30 days, or longer, or if the Landlord during such period decides not to rebuild, this lease shall terminate as of the date of the fire or other cause of damage. However, should the said damage be repaired by the Lessor within thirty (30) days from the occurrence thereof, the lease shall not terminate but a reasonable reduction of the rent shall be allowed for the time required to make the repairs.

13. Entry. That the Landlord and the Commanding Officer, Fort George G. Meade, Maryland, or their authorized agents, shall have the right to enter upon the leased premises, at reasonable hours, to inspect or examine the same or to make such repairs or alterations as may be deemed by the Lessor or the Commanding Officer to be necessary or desirable.

14. Breach of Lease. That if the Tenant shall breach any covenant in this lease or shall fail to carry out or perform any of the terms and conditions hereof, the Landlord may proceed to recover possession of the leased premises in accordance with applicable law and by such legal process as may at the time be applicable in like cases relating to proceeding between Landlords and Tenants. If the Tenant's right of possession is so terminated and possession of the leased premises obtained by the Landlord, the Landlord may relet the same for the remainder of the term, for the best rent and terms he can obtain, for the account of the Tenant hereunder, who shall pay any deficiency resulting thereby to the Landlord. If proceedings for the recovery of possession of the leased premises shall at any time be commenced by the Landlord and compromise or settlement of such proceedings be effected, either before or after judgment, whereby the Tenant is permitted to retain possession of the leased premises, then such proceedings shall not constitute a waiver of any of the terms or conditions hereof nor of any subsequent breach hereof.

15. Termination. In the event that the Tenant receives orders transferring him to another military station, or in the event of the Tenant's separation from military service or, if a civilian, in the event of separation or transfer from employment at Fort George G. Meade, Maryland, this lease may be terminated by the Tenant or by the Landlord upon thirty (30) days written notice of such termination. Upon receipt of notice from the Commanding Officer, Fort George G. Meade, Maryland, of the separation or transfer of the Tenant from military service or civilian employment at the said Military Reservation and the request of the said Commanding Officer that such action be taken, the Landlord will promptly serve upon the Tenant, a thirty day written notice of termination and this lease will terminate at the expiration of such notice. In the event the Tenant vacates the leased premises prior to the expiration of a notice of termination hereunder and the Landlord relets the premises during that period and receives rental therefor, the Tenant shall be entitled to a refund for any rent paid by him for the period from the date of reletting to the expiration date of the termination notice.

16. Rent Adjustment. Provided the prior written approval of the Federal Housing Administration and the Commanding Officer, Fort George G. Meade, Maryland, has been obtained, the Landlord may increase the rent provided for herein by giving the Tenant at least thirty (30) days prior written notice; such change in rental to be effective as of the first day of the month specified by the Landlord in its said notice.

17. Landlord Rights. The failure of the Landlord to insist upon compliance by the Tenant with any of the terms or conditions of this lease or with any rules and regulations incorporated herein or promulgated in conformance herewith, or the acceptance by the Landlord

from the Tenant of any money, by way of rent or otherwise, shall not be construed as a waiver by the Landlord of any of the Landlord's rights hereunder, including the right to strict compliance by the Tenant with the terms and conditions of this Agreement.

18. Assigns. All terms, conditions and covenants of this lease shall be binding upon, and inure to the benefit of the heirs, executors, administrators and assigns of the Tenant and the Landlord.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

(Seal)

(Seal)

APPENDIX IIRULES AND REGULATIONS

1. Use. Tenant and his household will use only that portion of the building leased to him, attic and underfloor excluded, and such portion of the yard, play areas and drying areas as are assigned to him by the owner. He will not obstruct walks, steps, streets, driveways, or parking areas. He will share jointly the responsibility for keeping clean porches, stoops and steps which are for the joint use of himself and other tenants. If it is found necessary to regulate the use of drying areas and play areas, he will observe schedule as promulgated by the owner.

2. Damage or Destruction. Any property of the United States damaged or destroyed by the tenant incident to his use and occupation of these premises, shall be promptly repaired or replaced by the tenant to the satisfaction of the Post Commander, or in lieu, if so required by the Post Commander, pay to the United States, money in an amount sufficient to compensate for the loss sustained.

3. Fire. Tenant will not permit anything to be done in these premises, or being or keep anything herein, which will be any way increase the rate of fire insurance on this building, or on the property kept herein, or obstruct or interfere with the rights of other tenants, or in any other way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Post Fire Department, or with any insurance policy upon the said building or any part thereof, or conflict with any of the rules and ordinances of the Post sanitation authorities.

4. Police. Police jurisdiction for the area is vested in the Military and Military Police will be authorized, when necessary, to make arrests of civilian occupants and may hold such arrested occupants for delivery without delay, to civil law enforcement agencies. Army representatives including personnel of the Fire, Medical, and Post Engineer sections may enter any portion of the leased premises in performance of their duties.

5. Pets. Pets shall be permitted only when in the sole judgment of the owner, pets are of such disposition and habits that they will not annoy other tenants or damage property. Any dog kept on the premises shall have been inoculated against rabies. Should the Post Commander, Fort George G. Meade, Maryland, desire he may require registration and inoculation or vaccination of pets as he deems necessary. Tenant shall be responsible for any damage caused by pets. Should the premises occupied or frequented by pets become infested with fleas, ticks, or

APPENDIX II (Cont'd)

other vermin, tenant owning pet shall pay for ridding premises of same by competent exterminators. Any pet found by owner to be objectionable shall be removed from the project within forty-eight hours after notification; otherwise owner may remove or destroy same.

6. Musical Instruments. Musical instruments shall not be played between the hours of 11:00 p.m. and 8:00 a.m., and all unnecessary noise shall at all times be prohibited.

7. Locks. No additional lock shall be placed upon any door in the premises without the written consent of the owner.

8. Telephones. Permanent telephone connections located in the premises, shall not be changed by the tenant without written consent of the owner.

9. Garbage. Tenant shall supply suitable garbage receptacle for his private use. Large containers are provided by the owner into which tenant will deposit his garbage per schedule designated by the owner. Owner shall remove and dispose of reasonable quantities of garbage and household wastes.

Representative
CO, Fort Meade

Representative
Sponsor

APPENDIX IIIREFERENCES

1. AR210-220, dated 8 May 1952
Installations- Military Housing under the National Housing Act.
2. SR 210-220-1, dated 8 May 1952
Installations - Initiations, Processing and Development of Military Housing under National Housing Act
3. Statutory Authority:
 - a. Act 5 August 1947 (PL 364, 80th Congress)
 - b. Act 8 August 1949 (PL 211, 81st Congress)
 - c. Act 2 May 1950 (PL 498, 81st Congress)
 - d. Act 1 September 1951 (PL 139, 83rd Congress)
 - e. Act 28 September 1951 (PL 155, 83rd Congress)
4. FHA Publication "Minimum Property Requirements for Properties of Three or More Living Units"
5. Letters:
 - a. NSA Serial 0876 to Commanding Officer, Fort George G. Meade, Maryland, dated 18 September 1953, Subject: Initiation of Request for Wherry Housing
 - b. NSA Serial 4865 to Commanding Officer, Fort George G. Meade, Maryland, dated 29 September 1953, Subject: Community Facilities Contingent on Wherry Housing
 - c. D/A File Reference: AGAC-C(M) 600.12 (23 April 1953) G4, dated 28 April 1953, Subject: Programming and Management of Housing Projects Constructed under Title VIII, NHA (Wherry Act)
 - d. D/N File Reference; Budocks 11101.6, dated 17 October 1952, Subject: Title VIII Housing Projects on Government-owned Land
 - e. D/N File Reference: Budocks 1110.13, dated 18 December 1952, Subject: Title VIII Housing Projects; Policy and Procedure on Rental Increases
 - f. D/N File Reference: Budocks 11101.14, dated 13 January 1953, Subject: Title VIII Housing Projects; Composition of by Number of Bedrooms Per Unit
 - g. D/N File Reference: Budocks 11101.18, dated 29 May 1953, Subject: Title VIII Housing; Suggested Form of Tenant Lease

APPENDIX III (Cont'd)

5. Letters (Cont'd)

- h. D/N File Reference: Budocks 11101.22, dated 26 August 1953,
Subject: Policies and Procedures Governing the Relation-
ship of Commanding Officers with the Management Authorities
and Tenants of Title VIII Projects

APPENDIX IV

BACKGROUND MATERIAL

Accounts of field trips listed below contained in Memorandum for Record; Wherry Housing Criteria: NSA/MGp

<u>M/R</u>	<u>Date</u>	<u>Installation Visited</u>	<u>Size of Wherry Project</u>	<u>Sponsor (See below)</u>
	17 Sep 53	Second Army Hqs., Fort George G. Meade, Md.	786 Units	
1	1 Oct 53	The Army War College, Carlisle Barracks, Pa.	*100 Units	1
2	2 Oct 53	The Engineer Center, Ft. Belvoir, Va.	464 Units	2
3	6 Oct 53	The Quartermaster School Fort Lee, Va.	*300 Units	3
7	13 Oct 53	Army Field Forces Hqs., Fort Monroe, Va.	*206 Units	3
9	14 Oct 53	The Transportation Center Fort Eustis, Va.	*412 Units	
11	23 Oct 53	The Naval Academy, Annapolis, Md.	417 Units	4
13	28 Oct 53	The Marine Corps Schools, Quantico, Va.	450 Units	5

* Plans for these projects on file NSA/MGp

Sponsors:

Following sponsors of Title VIII Projects visited have indicated a desire to be considered in figuring a new project.

1. Reisinger Brothers, Contractors & Builders, Carlisle, Pa.
2. Lewis Heights, Inc., 701 N. Wayne, Arlington, Va.
3. Ralph E. Bush, 509 Flat Iron Bldg., Norfolk, Va.
4. Henry J. Knott Construction Co., 2 W. University Pky. Baltimore, Md.
5. Franklin A. Trice, Richmond, Va.