

DRAFT 5/10/2012

NATIONAL HISTORIC PRESERVATION ACT SECTION 106

PROGRAMMATIC AGREEMENT

AMONG THE

**DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION;**

U.S. ARMY GARRISON, FORT BELVOIR;

COUNTY OF FAIRFAX, VA;

**COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF TRANSPORTATION;**

CATAWBA INDIAN NATION;

And

VIRGINIA STATE HISTORIC PRESERVATION OFFICER

**REGARDING CONSTRUCTION OF
ROUTE 1 IMPROVEMENTS PROJECT
IN FAIRFAX COUNTY, VIRGINIA**

DHR File No. 2001-0007

RECITALS

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25 1. **WHEREAS**, the Federal Highway Administration, Eastern Federal Lands
26 Highway Division (herein “FHWA”), serves as the lead Federal agency for the
27 National Environmental Policy Act (herein “NEPA”) and for National Historic
28 Preservation Act (16 U.S.C. § 470; herein “NHPA”) Section 106 compliance for
29 the construction of proposed improvements to the Richmond Highway (U.S.
30 Route 1) corridor between Telegraph Road (Route 611) and Mount Vernon
31 Memorial Highway (Route 235) (herein “Undertaking”) in Fairfax County,
32 Virginia; and
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- 34 2. **WHEREAS**, FHWA, the U.S. Army Garrison Fort Belvoir (herein “the Army”),
35 the County of Fairfax, Virginia (herein “the County”) and the Virginia
36 Department of Transportation (herein “VDOT”), as Signatories to this
37 Programmatic Agreement (herein “Agreement”), have also drafted the separate
38 Project MOA (Attachment B) detailing the obligations and responsibilities of each
39 party in relation to the funding, preliminary engineering, land acquisition,
40 construction and maintenance of the Undertaking; and
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- 42 3. **WHEREAS**, the Army has NEPA and NHPA Section 106 co-lead agency
43 responsibility and the Army has designated FHWA as the lead Federal agency to
44 fulfill its Federal responsibilities under NHPA Section 106 for the Undertaking
45 (letter dated June 23, 2011); however, the determination of eligibility for any
46 future discoveries on Army property will be made by the Army; and
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- 48 4. **WHEREAS**, pursuant to Section 10 and/or Section 404 of the Clean Water Act
49 (33 U.S.C. § 1251 et seq.), a Department of the Army (herein “DA”) permit will
50 likely be required from the Norfolk District of the U.S. Army Corps of Engineers
51 (herein “the Norfolk District”) for this Undertaking, and the Norfolk District has
52 designated FHWA as the lead federal agency to fulfill federal responsibilities
53 under Section 106 (letter dated June 21, 2011); and
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- 55 5. **WHEREAS**, the National Trails System Act of 2009 (P.L. 90-453, as amended
56 through P.L. 111-11, March 30, 2009) authorized the establishment of the
57 Potomac Heritage National Scenic Trail (herein “PHNST”) and the Washington-
58 Rochambeau Revolutionary Route National Historic Trail (herein “W3R”), a
59 portion of which may be sited within the footprint of the Undertaking; and the
60 *Virginia Outdoors Plan: Charting a Course for Virginia’s Outdoors* (2007) and
61 the Fairfax County Trails Plan, a component of the Fairfax County
62 Comprehensive Plan, recognize the PHNST as a regional, state and national
63 resource; however FHWA is not the lead federal agency for NEPA/NHPA
64 compliance on behalf of PHNST/W3R; and
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- 66 6. **WHEREAS**, the proposed improvements to Route 1 include:
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- 69 i. Reconstructing Route 1 to provide six through travel lanes between
70 Telegraph Road and Mount Vernon Memorial Highway;
- 71 ii. Realignment of Route 1 between Belvoir Road and Mount Vernon
72 Memorial Highway south of the existing roadway, as depicted in
73 Attachment A;
- 74 iii. **Telegraph Road Intersection** – Modifying the northbound approach to
75 include a third left-turn lane. The roadway would be widened to the north,
76 and the existing Route 1 curb-line that abuts the historic Pohick Episcopal
77 Church property would remain unchanged. The southbound approach
78 would provide for one left-turn lane and one right-turn lane at Telegraph
79 Road;
- 80 iv. **Cook Inlet Drive Intersection** – Providing for one left-turn lane in the
81 northbound direction, and one right-turn lane in the southbound direction;
- 82 v. **Fairfax County Parkway Intersection** – Reconstruction of the
83 intersection to provide for two left-turn lanes in the northbound direction,
84 and two right-turn lanes and one right-turn bay in the southbound
85 direction;
- 86 vi. **Pohick/Backlick Roads Intersection** – Reconstruction of the intersection
87 to provide one left-turn lane and two right-turn lanes in the northbound
88 direction, and one right-turn lane and one left-turn lane in the southbound
89 direction;
- 90 vii. **Belvoir Road Intersection** – Reconstruction of the intersection to provide
91 two left-turn lanes (to the new Lieber Gate ACP) and one right-turn lane
92 in the northbound direction, and two left-turn lanes and one right-turn lane
93 in the southbound direction;
- 94 viii. **Woodlawn Road Intersection** – Reconstruction of the intersection to
95 provide one left-turn lane in the northbound direction (existing Woodlawn
96 Road would be extended to connect the with realigned Route 1 roadway,
97 just to the west of Woodlawn Baptist Church), and one right-turn lane in
98 the southbound direction.
- 99 ix. **Mount Vernon Memorial Highway Intersection** – Reconstruction of the
100 intersection to provide two left-turn lanes and one right-turn lane in the
101 northbound direction; and
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- 103 7. **WHEREAS**, the *Fairfax County Transportation Plan (2011)*, and the *Final*
104 *Environmental Impact Statement for Implementation of 2005 Base Realignment*
105 *and Closure (BRAC) Recommendations and Related Army Actions at Fort*
106 *Belvoir, Virginia* (June, 2007) provide background information to this Agreement;
107 and
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- 109 8. **WHEREAS**, the Area of Potential Effects (herein “APE”) has been established in
110 consultation with the SHPO and other Signatories and consulting parties for the
111 Undertaking; and separate APEs were established for archaeological and
112 architectural resources, and are defined in **Attachment C**; and
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- 114 9. **WHEREAS**, FHWA has compiled a listing of previously recorded historic
115 properties within the APE based on SHPO, County and Army records; and
116 FHWA has conducted additional archaeological and architectural survey
117 [*Archaeological Survey of Proposed Area of Potential Effects Route 1*
118 *Improvements at Fort Belvoir (Telegraph Road to Mount Vernon Memorial*
119 *Highway; Architectural Survey of Proposed Area of Potential Effects Route 1*
120 *Improvements at Fort Belvoir (Telegraph Road to Mount Vernon Memorial*
121 *Highway), Fairfax County, Virginia), Fairfax County, Virginia] within the APE to
122 supplement previous surveys and identify properties eligible, or potentially
123 eligible, for listing on the National Register of Historic Places (herein “NR”); and
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- 125 10. **WHEREAS**, FHWA, in consultation with the SHPO and other consulting parties,
126 has determined, and the SHPO concurs, that the Undertaking will have an
127 Adverse Effect under NHPA Section 106 on the following properties:
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- 129 a) Fort Belvoir Military Railroad bed (029-5648); the portion of the railroad bed
130 within the limits of construction will be physically altered and destroyed;
 - 131 b) Facility No. 1433, Railroad bridge (029-5424); the bridge will be removed
132 from its current location, and may be permanently destroyed if a suitable
133 recipient cannot be identified;
 - 134 c) Woodlawn National Register Eligible Historic District (029-5181); adverse
135 effects include: alteration of the viewshed; changes in relationship among the
136 contributing properties; physical relocation of Otis T. Mason House; and
137 changes in land use and circulation patterns;
 - 138 d) Sharpe Stable Complex Bank Barn (029-5181-0005); changes in land use will
139 impact the historic setting of the barn; and
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- 142 11. **WHEREAS**, FHWA, in consultation with the SHPO and other consulting parties,
143 has determined, and the SHPO concurs, that the Undertaking will have an
144 Adverse Effect under NHPA Section 106 on Woodlawn Plantation (029-0056) a
145 National Historic Landmark (herein “NHL”) owned by the National Trust for
146 Historic Preservation (herein “the Trust”); and these adverse effects include:
147 taking of Woodlawn Plantation property, changes in land use and access between
148 different parts of the property, and alteration of the viewshed; and
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- 150 12. **WHEREAS**, FHWA, in accordance with 37 CFR § 800.10(a) and in consultation
151 with the Trust, has ensured that, to the maximum extent possible, planning and
152 actions to minimize harm to Woodlawn Plantation have taken place, including an
153 analysis of alternatives considered to avoid, minimize, and /or mitigate adverse
154 effects to the NHL; and
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- 156 13. **WHEREAS**, FHWA, in consultation with the SHPO and other consulting parties,
157 has conditionally determined, and the SHPO concurs, that the undertaking will
158 have no adverse effect on King’s Highway/Old Colchester Road (029-0953) if the
159 protective measures stipulated herein are implemented; and

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14. **WHEREAS**, a determination of effect that the Undertaking will have on Pohick Episcopal Church (029-0046) and the archaeological deposits associated with Woodlawn Plantation (44FX1146) cannot be made at this time and will be deferred until the processes stipulated in this agreement support such determinations; and
15. **WHEREAS**, the following archaeological sites have been identified, but additional survey will be required to evaluate their significance and potential impacts resulting from the Undertaking:
 - a) 44FX1810
 - b) 44FX1936; and,
16. **WHEREAS**, FHWA acknowledges that additional historic properties may be adversely affected by the Undertaking once the final design is known and any further identification and evaluation efforts are complete; and
17. **WHEREAS**, FHWA has invited the Advisory Council on Historic Preservation (herein ACHP) to participate in consultation and the ACHP has declined to participate (letter dated June 9, 2011); and
18. **WHEREAS**, in accordance with 36 CFR § 800.10(c), FHWA has invited the Secretary of the Interior (herein “Secretary”) through the National Park Service (herein “NPS”) to participate in consultation on the Undertaking, and FHWA has received no response indicating the Secretary’s willingness to participate in consultation; and
19. **WHEREAS**, pursuant to 36 CFR § 800.3(c), and in recognition of the obligation conferred upon FHWA by the American Indian Religious Freedom Act (42 U.S.C. § 1996; herein “AIRFA”), and Section 3(c) of the Native American Graves Protection and Repatriation Act (25 USC § 3002(c); herein “NAGPRA”), FHWA has determined that the Catawba Indian Nation, the Eastern Band of Cherokee Indians, the United Keetoowah Band of Cherokees, and the Tuscarora Nation have traditional cultural interests within the boundaries of Virginia and FHWA has invited these four tribes to participate in the consultation process ; and
20. **WHEREAS**, the Tribal Historic Preservation Officer representing the Catawba Indian Nation (herein “CIN-THPO) agreed to participate in consultation as a signatory to the Agreement (email dated May 4, 2012); and
21. **WHEREAS**, the Eastern Band of Cherokee Indians (herein “EBCI”) (during a telephone conversation, in which EBCI stated that the Undertaking is not located within its area of interest; see Attachment G) and the United Keetoowah Band of Cherokees (email dated April 10, 2012) deferred consultation, and no response was received from the Tuscarora Nation; and

- 206 22. **WHEREAS**, the following parties have been invited by FHWA to participate in
207 the process, and have participated as Consulting Parties:
208 a) Woodlawn Baptist Church
209 b) Alexandria Monthly Meeting of the Religious Society of Friends (herein
210 “Friends”)
211 c) Pohick Episcopal Church
212 d) Fairfax County Architectural Review Board
213 e) Historical Society of Fairfax County
214 f) Fairfax County History Commission
215 g) National Trust for Historic Preservation
216 h) National Park Service – Potomac Heritage National Scenic Trail
217 i) National Park Service – Washington-Rochambeau Trail
218 j) Fairfax County Department of Planning and Zoning
219 k) Fairfax County Park Authority
220 l) Inlet Cove Home Owners Association
221 m) Save Woodlawn Stables
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- 223 23. **WHEREAS**, the following parties have been invited by FHWA to participate in
224 the process, and have not participated:
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226 a) Virginia Council on Indians
227 b) Gum Springs Historical Society
228 c) Mount Vernon Ladies Association
229 d) National Park Service – George Washington Memorial Parkway
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- 231 24. **WHEREAS**, FHWA has provided the public an opportunity to comment on this
232 Undertaking pursuant to 36 CFR § 800.3(e)
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234 **NOW, THEREFORE**, FHWA, the Army, the County, VDOT and the SHPO agree that
235 this undertaking shall be implemented in accordance with the following stipulations in
236 order to take into account the effects of the undertaking on historic properties.
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STIPULATIONS

FHWA shall ensure that the following stipulations are implemented:

I. Treatment for Woodlawn National Register Eligible Historic District (herein “District”)

This stipulation will mitigate for impacts to the District as a whole, and its contributing elements, Woodlawn Plantation NHL (029-0056); Sharpe Stables Complex (029-5181) including the Dairy, Corncrib, Stable and individually NR eligible Bank Barn (029-5181-0005); Grand View (029-0062); Woodlawn Quaker Meetinghouse(029-0172) and cemetery (44FX1211); Woodlawn Baptist Church cemetery (44FX1212); the George Washington’s Distillery and Grist Mill site (029-0330; Otis Tufton Mason House (029-5181-0006); Pope-Leighey House (029-0058). Mitigation specific to the NHL is contained in Stipulation II.

a) WOODLAWN HISTORIC DISTRICT DESIGN WORKSHOPS

FHWA shall facilitate two (2) design workshops among VDOT, the County, the Army, the SHPO, the Trust, Woodlawn Baptist Church, and Friends to evaluate alternative designs for proposed mitigation of adverse effects to their properties and the District. The first design workshop shall take place within six (6) months of execution of this Agreement. Other consulting parties not specified above are welcome to participate in the design workshops.

FHWA and the County, in consultation with consulting parties participating in the design workshops (herein “workshop participants”) shall develop and submit design plans for review and comment by workshop participants. Designs may be distributed to workshop participants electronically, by mail, or at workshop meetings, as determined appropriate by workshop participants. Workshop participants shall provide comments on preliminary design plans within thirty (30) calendar days of receipt. If no comments are received from the workshop participants, FHWA may assume that the non-responding party has no comments. FHWA and the County shall amend and submit revised design plans within thirty (30) days after the end of a comment period. Plan review and submittal deadlines may be changed with the agreement of all workshop participants. If the relevant issues cannot be resolved after two design workshops have been conducted, FHWA will schedule additional workshops.

Features to be discussed shall include, but not be limited to:

- i. The shared-use driveway providing access to the Trust, Woodlawn Baptist Church, and Woodlawn Quaker meeting house, including ownership and maintenance issues.

- 283 ii. A signalized intersection, which will be constructed to provide safe access
284 to Woodlawn Baptist Church, Woodlawn Quaker Meetinghouse, and the
285 Trust properties within the District.
- 286 iii. Landscaping needed to maintain viewsheds for all Woodlawn Historic
287 District properties, including plantings within and outside of the Rt. 1
288 Right-of-Way. Any landscaping proposed within the Rt. 1 Right-of-Way
289 would be subject to VDOT regulations and approval.
- 290 iv. Circulation patterns within the District, including vehicular, pedestrian and
291 equestrian access, including portions of the PHNST, W3R, and the
292 abandoned section of Rt. 1.
- 293 v. Interpretive signage
- 294 vi. Reducing the footprint and determining future usage of the section of the
295 existing Route 1 corridor that will be abandoned.
- 296 vii. Re-establishment of fencing on Trust property.

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298 If conflicts arise that cannot be resolved to the satisfaction of all parties, they will
299 be addressed through the dispute resolution process outlined in Stipulation XII.
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301 b) WOODLAWN BAPTIST CHURCH AND CEMETERY

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- 303 i. Within six (6) months of execution of this Agreement FHWA shall
304 facilitate discussions related to the granting of an easement from the Army
305 to the church allowing limited usage of the land on Fort Belvoir located
306 adjacent to the Woodlawn Baptist Church property and bounded by the
307 realigned Route 1 and new access road. The limited usage would allow
308 the area to be used by the Baptists for recreation, occasional parking, and
309 other temporary, low impact activities. Granting of the easement and
310 related conditions is subject to DA approval.
- 311 ii. FHWA shall include in its design and implement the removal of pavement
312 from the church's existing driveway in order to restore historic character.
- 313 iii. FHWA shall include in its design and implement landscaping that will
314 replace vegetation removed due to the Undertaking. Any landscaping
315 proposed within the Rt. 1 Right-of-Way would be subject to VDOT
316 regulations and approval.
- 317 iv. FHWA shall contract the services of archaeologists with specialized
318 mortuary experience to document the cemetery, including a grave location
319 survey and the cataloging of gravestone data. The survey will use
320 minimally invasive techniques, such as Ground Penetrating Radar, to
321 determine the locations of graves. The survey will include areas within the
322 known boundaries of the cemetery, and extend beyond the known
323 boundaries to areas that may contain associated graves. A searchable
324 database of gravestone information will include inscriptions, descriptions
325 of the stones, photographs, and other data.

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328 c) OTIS TUFTON MASON HOUSE

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FHWA will relocate the Otis Tufton Mason House according to the following procedures:

- i. FHWA shall relocate the structure to a permanent site selected by the Trust, nearby and on Trust property, as a means of recreating the historic setting, association, and general feel of the Otis Tufton Mason House.
- ii. FHWA will contract a professional building mover to undertake the relocation of the Otis Tufton Mason House. FHWA will provide the SHPO and the Trust with the name of the mover. The SHPO and the Trust will review and approve the experience and professional qualifications of the mover prior to FHWA entering into a contract.
- iii. FHWA shall develop a stabilization and moving plan for the Otis Tufton Mason House, in conformance with *Moving Historic Buildings* (Curtis, 1979), before relocation of the house or any part thereof. Said plan shall be developed in consultation with and shall receive the concurrence of the Trust and the SHPO. At a minimum, the plan will consist of the following elements: recordation of significant architectural features of the Otis Tufton Mason House, documentation of the history of the building (through research in local archival depositories), documentation of missing architectural features of the Otis Tufton Mason House, identification of features that require stabilization prior to relocation, the method of moving the building, the route which the building will take from its existing site to its new site, and the method of securing and stabilizing the Otis Tufton Mason House after relocation.
- iv. FHWA will ensure that the Otis Tufton Mason House, once relocated on its new site, is in a livable condition. This involves hooking up to existing utilities so as to provide the property with electrical, water, and plumbing in a manner and form consistent with existing conditions.
- v. Within one hundred and eighty (180) days of the move, FHWA will demonstrate to the satisfaction of the Trust and the SHPO that the relocation occurred according to the previously approved stabilization and moving plan.
- vi. FHWA will be responsible for the following costs as may be necessary to satisfy the terms of this PA: architectural and engineering services, legal fees, stabilization of the Otis Tufton Mason House prior to relocation, moving the Otis Tufton Mason House, the construction of a new foundation that replicates the existing in material and appearance, securing the building on the new site, installation of utilities (consistent with Stipulation I.c)iv, above) and maintenance of the building on the new site, including protection of the Otis Tufton Mason House from vandalism and the elements. These measures shall remain in effect for the period of the PA.
- vii. FHWA shall ensure that the proposed relocation site is adequately surveyed for archaeological deposits prior to the foundation construction.

- 374 viii. FHWA shall ensure that archaeological monitors are present when the
375 existing foundation or associated builder's trench are disturbed.
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- 377 d) FHWA will prepare a draft NR nomination for the Woodlawn Historic District.
378 The nomination will be developed in consultation with the SHPO and other
379 consulting parties. Development of the supporting documentation will commence
380 after the completion of Stipulation I(a) and Stipulation V.
381 e) Within six (6) months of execution of this Agreement, FHWA shall begin
382 Historic American Building Survey (HABS) survey of all NR eligible structures
383 within the District.
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385 **II. Treatment for Woodlawn National Historic Landmark**
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- 387 a) FHWA shall oversee a monetary fund in the amount of \$500,000 intended to
388 mitigate for impacts to the NHL. The following is a prioritized list of mitigation
389 measures that will be funded, in prioritized order, until the fund is exhausted.
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- 391 i. Water service sufficient to serve the Woodlawn property for regular
392 operations and safety
393 ii. Sewer service sufficient to serve the Woodlawn property for regular
394 operations
395 iii. Improvements to internal access within the property
396 iv. Landscape buffers to reduce visual impacts
397 v. Creation and installation of interpretive and wayfinding signage
398 vi. Installation of three-phase electrical service
399 vii. Installation of natural gas service
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- 401 b) FHWA shall ensure that the areas for proposed location of water and sewer lines,
402 landscaping and other ground disturbing activity resulting from these mitigation
403 measures are adequately surveyed for archaeological deposits according to the
404 processes outlined in Stipulations V – VII.
405 c) FHWA shall develop and submit design plans for review and comment by the
406 Trust. The Trust shall provide comments on preliminary design plans within thirty
407 (30) calendar days of receipt. If no comments are received from the Trust, FHWA
408 may assume that the Trust has no comments. FHWA shall amend and submit
409 revised design plans within thirty (30) days after the end of a comment period.
410 Plan review and submittal deadlines may be changed with the agreement of both
411 parties.
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413 **III. Documentation and Treatment for Fort Belvoir Military Railroad Bed and**
414 **Bridge**
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- 416 a) FHWA shall conduct Historic American Engineering Record (HAER) Level I
417 documentation of the Bridge and portions of the Railroad Bed within the APE.
418 The documentation will include large-format photography, a narrative history of
419 the structures, and measured drawings.

PROGRAMMATIC AGREEMENT

Rt. 1 Improvements Project, Fairfax County, VA

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- 420 b) FHWA shall offer as an incentive to ownership a one-time monetary payment up
421 to an amount not to exceed the cost of demolition (approximately \$50,000, as
422 estimated and approved for reimbursement by the FHWA) to be used by a new
423 owner for implementing a plan, approved by the Army, the SHPO and FHWA, for
424 the relocation and preservation of the Railroad Bridge Facility No. 1433. FHWA
425 shall provide this payment only on a reimbursement basis for funds already
426 expended by the new owner on the relocation and preservation plan.
- 427 c) In consultation with the Army and the SHPO, FHWA shall develop within six (6)
428 months of execution of this Agreement a marketing plan for determining if there
429 is a capable party willing to relocate and assume ownership of Railroad Bridge
430 Facility No. 1433. The marketing plan shall identify parties to whom FHWA shall
431 send direct solicitations for expressions of interest as well as the media outlets
432 through which the availability of the bridge will be advertised to the general
433 public. FHWA shall provide the marketing plan to the Army and the SHPO for
434 review and approval.
- 435 d) Once the marketing plan has been approved by the Army and the SHPO, FHWA
436 shall follow the process outlined below to identify a capable party to relocate and
437 assume ownership of Railroad Bridge Facility No. 1433:

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439 a) FHWA shall implement the marketing plan developed pursuant to
440 Stipulation IV.c). Interested parties shall have until 5:00 pm on the
441 thirtieth (30th) calendar day following receipt of a direct solicitation from
442 FHWA or following initial publication notice of the bridge's availability
443 to submit to FHWA a detailed proposal for the relocation and preservation
444 of the bridge.

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446 b) Proposals must describe in detail:

- 447 (1) the individual, organization, or government agency that will assume
448 ownership;
- 449 (2) the prospective use of the bridge and a plan for implementing that
450 use;
- 451 (3) a plan and schedule for moving the bridge in accordance with a
452 construction schedule specified by FHWA;
- 453 (4) the financial and technical capabilities of the recipient to move and
454 maintain the bridge; and
- 455 (5) the ability of the recipient to indemnify the Army from all future
456 liability and claims.

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458 Proposals must include a map showing the location of the proposed
459 new site for the existing structure, maps or drawings depicting any
460 areas of the new site where the ground surface will be disturbed by the
461 reconstruction activities, and a plan to identify any archaeological sites
462 that might be present at the new site and for avoiding harm to any
463 archaeological sites eligible for the NR.

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465 Proposals must certify that the recipient will:

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- (1) assume responsibility for conducting all work associated with the bridge relocation, including complying with all applicable environmental regulations and laws, obtaining all appropriate environmental clearances and permits, conducting any necessary archaeological studies, and moving, dismantling, and reconstructing the bridge according to *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 CFR 68);
- (2) assume all liability associate with the bridge and will indemnify the Army from any further responsibility; and
- (3) consent to offer the donation of a preservation easement on the bridge to the Board of Historic Resources, to be administered by the Virginia Department of Historic Resources (*Code of Virginia* 10.1-2204), or to another party selected in consultation with the SHPO and other consulting parties. The Board of Historic Resources or another selected party is not obligated to accept a preservation easement offered pursuant to this Agreement. If no entity is found that will accept an easement on the bridge, the parties to this Agreement shall consult in order to decide upon a mutually acceptable alternative.

(c) FHWA shall consider only those proposals submitted in accordance with the established schedule. If FHWA receives no expressions of interest in acquiring the bridge by the close of the thirty-five (35)-calendar day period following receipt of a direction solicitation from FHWA or following initial publication of any notice of the bridge's availability, FHWA shall so notify the Army and the SHPO. After fulfilling the additional requirements of Stipulation III.g) of this Agreement, FHWA may proceed to demolish the bridge.

(d) In consultation with the Army and the SHPO, FHWA shall review any proposal received in accordance with the established schedule for submission, but FHWA reserves the exclusive right to accept or reject any or all proposals.

FHWA shall reject any proposal that fails:

- (1) to include the information or certifications requested;
- (2) to preserve the historic significance of Railroad Bridge Facility No. 1433 by using the entire bridge at another location within either the District or a location nearby;
- (3) to demonstrate that the prospective recipient has the financial and technical capabilities to move and maintain the bridge;
- (4) to ensure that the bridge will be moved in accordance with FHWA's specified construction schedule; or

510 (5) to include appropriate and adequate measures for avoiding harm to
511 archaeological sites eligible for the NR that may be present at the new
512 site for the bridge.

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514 In reviewing the proposals FHWA shall also consider:

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516 (1) the degree to which each proposal conforms to the *Secretary of the*
517 *Interior's Standards for the Treatment of Historic Properties* (36 CFR
518 68); and

519 (2) any comments received from the Army or the SHPO within thirty (30)
520 calendar days of receipt of the proposals from FHWA.

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522 e) FHWA shall inform the Army and the SHPO of its final decision to accept or
523 reject any proposals received for relocating and assuming ownership and
524 responsibility for maintenance and preservation of Railroad Bridge Facility No.
525 1433. If an acceptable proposal is identified and the bridge is subsequently
526 relocated, FHWA shall submit to the Army and the SHPO both black and white
527 and color 35 mm photographs of the bridge at its new location within thirty (30)
528 calendar days of completion of the relocation and installation.

529 f) After fulfilling the requirements of both Stipulation III.a) - III.e) and Stipulation
530 III.g) of this Agreement, FHWA may demolish Railroad Bridge Facility No. 1433
531 if (a) FHWA identifies no willing party or acceptable proposal for moving and
532 assuming ownership and responsibility for maintenance and preservation of the
533 bridge, or (b) FHWA accepts such a proposal from a willing party but the selected
534 party fails to execute an agreement with FHWA for ownership, removal, and
535 maintenance and preservation of the bridge within forty-five (45) calendar days of
536 acceptance of its proposal or fails to remove the bridge in accordance with the
537 construction schedule specified by FHWA.

538 g) Prior to demolishing the existing bridge, FHWA shall prepare black and white 35
539 mm photographic documentation of the bridge consistent with the guidance found
540 in "Photographic Documentation for National Park Service (NPS) Register
541 Nominations and Virginia Department of Historic Resources (DHR) Basic
542 Survey" (updated June 10, 2009) and complete a SHPO Intensive Level Survey
543 Form for the structures in the SHPO's Data Sharing System (DSS). FHWA shall
544 submit the bridge documentation to the Army and the SHPO for review and
545 approval.

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547 **IV. Protective Measures for Pohick Episcopal Church**

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549 **A. VIBRATION MONITORING**

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551 Prior to construction, FHWA shall assess existing levels of ambient vibration at
552 the church, the rate of attenuation of near surface ground vibration waves, and the
553 sensitivity of the structure. This will serve as a basis for evaluating the potential
554 for vibration-induced damage and recommending avoidance actions as necessary.

555 This will also serve as baseline data so that monitors can be installed in and
556 around the church building to determine whether there are increases in vibration
557 resulting from construction activity related to this Undertaking.

558

559 **B. TELEGRAPH ROAD INTERSECTION DESIGN WORKSHOPS**

560

561 FHWA shall facilitate a minimum of two (2) design workshops among VDOT,
562 the County, the SHPO, Pohick Episcopal Church and representatives of the Inlet
563 Cove Board of Directors or Home Owners Association to evaluate alternative
564 designs for proposed mitigation of adverse effects to their properties at the
565 intersection of Telegraph Road and Route 1. The first design workshop shall take
566 place within six (6) months of execution of this Agreement. Other consulting
567 parties may participate in the design workshops.

568

569 FHWA and the County, in consultation with consulting parties participating in the
570 design workshops (herein “workshop participants”) shall develop and submit
571 design plans for review and comment by workshop participants. Designs may be
572 distributed to workshop participants electronically, by mail, or at workshop
573 meetings, as determined appropriate by workshop participants. Workshop
574 participants shall provide comments on preliminary design plans within thirty (30)
575 calendar days of receipt. If no comments are received from the workshop
576 participants, FHWA may assume that the non-responding party has no comments.
577 FHWA and the County shall amend and submit revised design plans within thirty
578 (30) days after the end of a comment period. Plan review and submittal deadlines
579 may be changed with the agreement of all workshop participants. If the relevant
580 issues cannot be resolved after two design workshops have been conducted,
581 FHWA will schedule additional workshops.

582

583 If conflicts arise that cannot be resolved to the satisfaction of all parties, they will
584 be addressed through the dispute resolution process outlined in Stipulation XII.

585

586 **V. Additional Testing of Archaeological Properties**

587

588 A. FHWA acknowledges that identification survey has not been conducted in all
589 portions of the APE, specifically in the vicinity of Accotink Village and near
590 Telegraph Road. All areas within the archaeological APE shall be surveyed prior
591 to construction in accordance with the stipulations of this agreement.

592

593 B. An archaeological survey of the entire Trust property was conducted by the
594 Chicora Foundation in 1999; however the survey recommendations and results did
595 not receive SHPO concurrence. Within six (6) months of the execution of this
596 agreement, FHWA shall review and update the Chicora survey, as necessary, to
597 identify and evaluate archaeological sites throughout the entire Trust property.
598 This will help guide the design of mitigation measures so that impacts to any
599 significant deposits can be avoided or minimized, including the archaeological
600 deposits associated with the NHL (44FX1146).

- 601
602 C. FHWA shall evaluate sites 44FX1810 and 44FX1936 for NR eligibility. FHWA
603 shall consult with the Signatories, and other consulting parties, regarding the NR
604 eligibility of the sites, and seek concurrence and development of avoidance,
605 minimization, or mitigation measures.
606
607 D. FHWA shall ensure that archaeological properties occurring within the APE that
608 are to be impacted by activities related to the implementation of the Undertaking
609 (including, but not limited to, construction of stormwater management measures,
610 borrow and staging areas, or tree removal and revegetation) are evaluated for NR
611 eligibility by FHWA in consultation with SHPO. Evaluation shall be accomplished
612 prior to initiation of land disturbing activities. FHWA shall consult with the
613 Signatories, and other consulting parties, regarding the NR eligibility of
614 archaeological properties evaluated, and seek concurrence and development of
615 avoidance, minimization, or mitigation measures.
616
617 E. If activities related to the implementation of the Undertaking, and having the
618 potential to impact archaeological resources, are to occur outside the previously
619 identified APE, FHWA shall identify and evaluate archaeological properties prior
620 to initiation of any land disturbing construction activities. If, as a result of testing,
621 archaeological sites are identified that are eligible for listing in the NR, a plan for
622 their treatment will be developed as described under Stipulation VII.
623

624 **VI. Eligibility Determination and Determinations of Effect for Archaeological**
625 **Properties**
626

- 627 A. FHWA shall submit its findings regarding archaeological Phase I and II testing in a
628 report to the SHPO with a formal request for concurrence. FHWA shall apply the
629 NR criteria for eligibility to surveyed archeological sites in consultation with the
630 SHPO, CIN-THPO, Signatories, and other consulting parties, to reach one of the
631 following conclusions:
632
633 1. If the NR criteria are not met, the site shall be considered not eligible for
634 listing on the NR. Such sites shall typically require no further review or
635 consideration under this Agreement.
636
637 2. If one or more of the sites meets NR significance criteria, the site shall be
638 considered eligible for listing in the NR for purposes of this Agreement, and
639 shall be included in the Archeological Property Treatment Plan (herein
640 "Treatment Plan") described in Stipulation VII if such property would be
641 adversely affected by the Project.
642
643 1. If FHWA determines any of the NR criteria are met and the SHPO or CIN-
644 THPO agree, the property shall be considered eligible for the NR for Section
645 106 purposes. If FHWA determines the criteria are not met, and the SHPO
646 and CIN-THPO agrees, the property shall be considered not eligible. If

647 FHWA and the SHPO or CIN-THPO do not agree, or if ACHP or the
648 Secretary so request, FHWA shall obtain a determination of eligibility from
649 the Secretary pursuant to 36 CFR § 63.

650

651 2. If a Federally-recognized Indian tribe or Indian organization that attaches
652 religious and cultural significance to a property off tribal lands does not agree
653 with an FHWA determination regarding eligibility, it may ask the ACHP to
654 request FHWA to obtain a determination of eligibility.

655

656 B. For those archaeological properties identified subsequent to the signing of this
657 Agreement, FHWA shall oversee the Determination of Effects, which shall be
658 based on the APEs for the Project (see Attachment C), preliminary engineering
659 data, the Determinations of Eligibility (Stipulation VI.A.), and consultation with
660 the Signatories, and consulting parties. This determination shall be in accordance
661 with procedures outlined in 36 CFR § 800.5.

662

663 **VII. Archaeological Property Treatment Plan**

664

665 A. If, as a result of the testing program, archaeological sites are identified that are
666 eligible for listing in the NR, a plan to avoid, minimize, or mitigate adverse effects
667 shall be developed by FHWA in consultation with the Signatories, and other
668 consulting parties; and approved by the SHPO prior to implementation.

669

670 B. When adverse effects to archaeological properties cannot be avoided, a Treatment
671 Plan shall provide specific treatment measures that could include, but shall not
672 necessarily be limited to, data recovery or other documentation.

673

674 C. Wherever feasible, the Treatment Plan shall provide for the preservation of
675 archaeological sites in place, with as little change as possible, and include
676 provisions for long term management. Where necessary to preserve such sites, the
677 plan shall provide for such management actions as physical stabilization, planting,
678 and fencing where applicable and appropriate.

679

680 D. With respect to archaeological sites associated with Native American occupation
681 and use of the area, regardless of age, the Treatment Plan shall be developed in full
682 consultation with the CIN THPO and the VCI to the extent the CIN THPO and
683 VCI are willing to participate. To the maximum extent prudent and feasible, the
684 plan shall give deference to their wishes for treatment of archaeological sites
685 and/or objects of cultural significance.

686

687 E. Where physical disturbance is unavoidable, and data recovery is agreed to be the
688 appropriate option, all data recovery plans prepared under the terms of this
689 Agreement shall include the following elements:

690

- 691 1. Information on the archeological property or properties where data recovery is
692 to be carried out and the context in which such properties are eligible for the
693 NR;
- 694
- 695 2. Information on any properties, or portions of properties that will be destroyed
696 without data recovery;
- 697
- 698 3. Discussion of the research questions to be addressed through the data recovery
699 with an explanation/ justification of their relevance and importance;
- 700
- 701 4. Description of the recovery methods to be used, with an explanation of
702 techniques of analysis, data management and dissemination of data;
- 703
- 704 5. Information on arrangements for any regular progress reports or meetings to
705 keep the signatory and consulting parties up to date on the course of the work.
706 The plan shall contain the expected timetable for excavation, analysis and
707 preparation of the final report.
- 708
- 709 6. Proposed methods for disseminating results for the work to the interested
710 public; and
- 711
- 712 7. If Native American human remains or associated funerary objects are
713 expected to be encountered, information on consultation with the CIN THPO,
714 and/or VCI regarding final treatment and disposition of the materials,
715 including a Plan of Action pursuant to NAGPRA , if appropriate.
- 716
- 717 8. The disposition of recovered materials and records shall be in accordance with
718 Stipulation X.C of this Agreement regarding curation, dependent upon
719 whether material/and or records are found on Federal, Commonwealth or
720 private lands.
- 721
- 722

723 **VIII. Late Discoveries of Archaeological Properties**

724

725 FHWA shall ensure that all contract documents contain the following provisions:

726

- 727 A. In the event that previously unidentified archaeological properties are discovered
728 during ground disturbing activities, the contractor shall immediately halt all
729 construction work involving subsurface disturbance in the area of the property
730 and in the surrounding area, and immediately notify FHWA. FHWA shall notify
731 the SHPO, Signatories, and other consulting parties of the discovery within two
732 (2) business days.
- 733
- 734 B. Using a qualified archaeologist meeting the Secretary's Professional
735 Qualifications Standards for Archaeology, FHWA and Signatories shall
736 immediately inspect the work site and determine the area and nature of the

737 affected archaeological property. Construction work may then continue in the area
738 outside the archaeological property as defined by FHWA and the SHPO, or their
739 designated representative.

740

741 C. Within five (5) business days of the original notification of discovery, FHWA, in
742 consultation with the Signatories and other consulting parties, shall determine the
743 NR eligibility of the property and provide the eligibility determination to SHPO
744 for concurrence.

745

746 D. If the property is determined eligible for the NR, or contains human burials,
747 FHWA shall prepare a plan for its avoidance, protection, or recovery of
748 information. The plan shall be submitted to the Signatories and other consulting
749 parties for review and approval prior to its implementation. If comments are not
750 received within five (5) business days following receipt, it shall be presumed that
751 the party has no objection and the plan may be implemented.

752

753 E. Work in the affected area shall not proceed until either:

754 1. The development and implementation of appropriate data recovery or other
755 recommended mitigation procedures is completed, or

756 2. The determination is made that the located properties are not eligible for
757 inclusion on the NR.

758

759 F. Any disputes over the evaluation or treatment of previously unidentified
760 properties shall be resolved as provided in the section of this Agreement entitled
761 Dispute Resolution (Stipulation XII).

762

763 **IX. Discovery of Human Remains or Funerary Objects**

764

765 If human remains are identified during construction, FHWA shall require that
766 construction be halted immediately at the location of the remains. The County Police
767 Department or Army Military Police, as appropriate, shall be immediately contacted by
768 the on-site FHWA engineer to determine if the discovery is a crime scene. FHWA shall
769 ensure that further construction does not occur within 200 feet in any direction of the
770 discovery until a qualified archeologist arrives to assess the discovery. FHWA shall
771 secure the area of the apparent human remains to ensure no further disturbance or
772 removal of those remains and associated material occurs. FHWA shall also ensure that
773 vehicular traffic across the area is restricted to a location removed from the discovery.
774 After arrival at the site, FHWA shall ensure that a qualified cultural resource specialist
775 shall evaluate the discovery. If it does consist of human remains, the cultural resource
776 specialist shall follow the procedures as follows:

777

778 **A. Human Remains on Federal Lands**

779

780 If Native American human remains and cultural items, as defined by NAGPRA,
781 are encountered on Federal lands during inventory, testing, data recovery or any
782 construction-related activities, work within 200 feet of the discovery shall cease.

783 FHWA shall immediately notify the SHPO, CIN-THPO and all other Signatories
784 and consulting parties, of the discovery. The Army, as the Federal land-
785 management agency, shall comply with the requirements of NAGPRA (43 CFR §
786 10) shall take into account and if applicable, the *Catawba Indian Nation THPO*
787 *Burial Policy* and Procedures, provided as Attachment F.
788

789 B. Human Remains on Commonwealth or Private Lands
790

791 The treatment of any human skeletal remains and associated funerary objects
792 recovered from non-Federal lands, including those controlled by the
793 Commonwealth, shall be in accordance with the terms of the burial permit issued
794 by the Director of the SHPO governing the removal of such remains and if
795 applicable, the *Catawba Indian Nation THPO Burial Policy and Procedures*,
796 provided as Attachment F.
797

798 C. Permits
799

800 A permit for the archaeological removal of human remains on Commonwealth and
801 private lands is required under Virginia Code 10.1-2305(A), together with
802 assurances that any such remains shall be treated with dignity and respect.
803

- 804 1. FHWA shall ensure that human skeletal remains and associated funerary
805 objects encountered during the course of actions taken as a result of this
806 agreement shall be treated in accordance with the Regulations Governing
807 Permits for the Archaeological Removal of Human Remains (Virginia
808 Register 390-01-02) found in the Code of Virginia (10.1-2305, et seq.,
809 Virginia Antiquities Act) and the *Catawba Indian Nation THPO Burial Policy*
810 *and Procedures*, as applicable, provided as Attachment F. FHWA shall obtain
811 a permit from the SHPO for the removal of human remains in accordance with
812 the regulations stated above.
813
- 814 2. FHWA shall notify the Virginia Council on Indians (VCI) and CIN-THPO
815 when burials, human skeletal remains, or funerary objects are encountered on
816 the Project, prior to any analysis or recovery.
817
- 818 3. FHWA shall ensure that the general public is excluded from viewing any
819 Native American burial sites, human remains, or associated funerary objects.
820 The Signatories, and the consulting parties to this Agreement, shall not release
821 any photographs of any American Indian burial site or associated funerary
822 objects to the press or the general public.
823
- 824 4. Any Native American human remains and associated funerary objects
825 recovered pursuant to this agreement shall be re-interred in consultation with
826 the CIN THPO and VCI. The VCI or CIN THPO shall consult with the SHPO
827 to determine the party or parties that shall assume responsibility for planning
828 and executing the re-interment. FHWA shall deliver these remains and objects

829 to the party or parties designated by the CIN THPO and VCI and shall be
830 responsible for the costs of re-interment. The disposition of any other human
831 skeletal remains and associated funerary objects shall be governed as specified
832 in any permit issued by the SHPO or any order of the local court authorizing
833 their removal.
834

835
836 **X. Standards**

837
838 **A. Preservation Standards and Professional Qualifications**

- 839
840
- 841 1. All work carried out pursuant to this agreement shall be conducted by or
842 under the direct supervision of an individual or individuals who meet, at a
843 minimum, the proposed revisions to the *Secretary's Professional*
844 *Qualifications Standards for Historic Landscape Architecture or Archeology*
845 as appropriate to the specific property (48 FR 44738-9, September 29, 1983)
846 or 62 Fed. Reg. 33707 (1997).
847
 - 848 2. All archaeological investigations on Federal land shall be performed under an
849 appropriate ARPA Cultural Resource Use Permit issued by the Army. FHWA
850 shall ensure that all contract documents contain procedures for obtaining the
851 permit.
852
 - 853 3. A Department of Historic Resources permit (under Code of Virginia § 10.1-
854 2302) and a VDOT Land Use Permit (under 24VAC30-150-20) are required
855 for archaeological investigation on Commonwealth highway right of way.
856

857 **B. Documentation Standards**

- 858
- 859 3. All archaeological reports, including data recovery plans included in
860 Treatment Plans, shall be consistent with the Secretary's *Standards for*
861 *Archaeological Documentation* (48 FR 44734-37, September 29, 1983) and
862 the professional standards set forth in SHPO's *Guidelines for Conducting*
863 *Cultural Resource Survey in Virginia* (October 2011), and shall take into
864 account the ACHP's publications, *Recommended Approach for Consultation*
865 *on Recovery of Significant Information from Archeological Sites* (1999) and
866 *Section 106 Archaeology Guidance* (June 2007).
867
 - 868 4. All historical and architectural reports and survey documentation shall be
869 consistent with pertinent standards and guidelines of the Secretary, including
870 as applicable the *Standards for Historical Documentation* (48 FR 44728-30),
871 the Secretary of the Interior's *Standards for Architectural and Engineering*
872 *Documentation* (48 FR 44730-34, September 29, 1983), and the SHPO's
873 *Guidelines for Conducting Historic Resources Survey in Virginia* (October
874 2011).

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C. Curation and Curation Standards

1. The material remains and associated records resulting from the actions within the APE shall be curated in accordance with 36 CFR § 79, with the exception of human skeletal remains and associated funerary objects.
2. The curator of artifacts potentially discovered as a result of the Undertaking shall be dependent upon the owner of the lands where the artifacts are found.
3. On Federal lands, material and records obtained from the Army shall be curated at a curation center or another depository as specified in the Cultural Resource Use Permit issued by the Army. Currently, an agreement is in place with the County to curate artifacts at the Cultural Resource curation facility at the James Lee Center in Falls Church, VA.
4. Pursuant to the Code of Virginia §10.1-2302 all material remains (with the exception of materials found on Army property, human skeletal remains and associated funerary artifacts) resulting from the actions cited in this Agreement, and recovered from lands controlled by the Commonwealth, including highway right of way, are the property of the Commonwealth. Artifacts found on Commonwealth land or within Commonwealth owned/maintained right of way shall also be curated by the County, pursuant to Federal regulation at 36 CFR § 79. If the County should ever close the curatorial facility, or terminate the agreement, the County shall notify the SHPO and arrange for the transfer of any curated materials.
5. Any private landowner shall have claim to artifacts found on its land as a result of this undertaking, as prescribed by the laws of the Commonwealth.

XI. Continuing Review Process

The SHPO and the concurring parties to this Agreement agree to provide comments to FHWA on all plans, technical materials, findings and other documentation arising from this Agreement within thirty (30) calendar days of their receipt. If no comments are received from the SHPO or the concurring parties to this Agreement, FHWA may assume that the non-responding party has no comment. FHWA shall take into consideration all comments received in writing from the SHPO and the concurring parties to this Agreement within the thirty (30) calendar day review period.

All roadway design, signage, landscaping, and other mitigation measures proposed as part of this agreement that will be accepted into the state highway system must meet VDOT standards and requirements, and are subject to VDOT approval.

XII. Dispute Resolution

A. OBJECTIONS BY SIGNATORY PARTIES

920 Should any signatory to this agreement object in writing to FHWA regarding any
921 action carried out or proposed with respect to the undertaking or implementation of
922 this agreement, FHWA shall consult with the Signatories to resolve the objection.

923
924 If after initiating such consultation FHWA determines that the objection cannot be
925 resolved through consultation, the agency shall forward all documentation relevant to
926 the objection to the ACHP, including the agency's proposed response to the
927 objection. FHWA shall take any comments from the ACHP into account in reaching
928 a final decision regarding FHWA's response to the objection.

929
930 **B. CONSULTING PARTY COMMENTS AND DISPUTE RESOLUTION**

931
932 A Consulting Party may object in writing to FHWA, with copies to the other
933 Signatories and Consulting Parties, regarding any action proposed to be carried out
934 with respect to the Undertaking or implementation of this PA. FHWA shall take such
935 an objection into account and may consult about it with the objecting party, other
936 Consulting Parties and Signatories as it deems appropriate. FHWA shall then respond
937 to the objecting party in writing, with copies to the Signatories. If FHWA
938 subsequently determines that the objection cannot be resolved through consultation,
939 FHWA shall notify the objecting party and the SHPO which of the following options
940 it shall exercise:

- 941
942 a. Seek the assistance of the ACHP in resolving the objection, pursuant to
943 Stipulation XII.A. above; or
944 b. Provide a formal written response to the objection within thirty (30) days of
945 notice to the objecting party, with copies to the Signatories and Consulting
946 Parties.

947
948 **XIII. Amendment and Termination**

949
950 A. Any signatory to this Agreement may propose to FHWA that the Agreement be
951 amended, whereupon FHWA shall consult with the other signatories to consider
952 such an amendment. 36 CFR § 800.6(c)(7) shall govern the execution of any such
953 amendment. Any signatory to this Agreement may terminate it in accordance with
954 the provisions of 36 CFR § 800.6(c)(8).

955 B. If FHWA and VDOT decide they will not proceed with the Undertaking, they
956 may so notify the signatories and concurring parties and then this Agreement shall
957 become null and void.

958 C. In the event that this Agreement is terminated or rendered null and void, FHWA
959 shall submit to the SHPO a technical report on the results of any archaeological
960 investigations conducted prior to and including the date of termination, and shall
961 ensure that any associated collections and records recovered are curated in
962 accordance with Stipulation X.C. of this Agreement.

963 D. In the event of termination, FHWA shall either execute a Section 106 agreement
964 pursuant to 36 CFR § 800.6(c)(1) or request the comments of the ACHP under 36
965 CFR § 800.7(a).

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XIV. Duration

1. Unless this Agreement is terminated pursuant to Stipulation XIII or superseded by another Agreement executed for the Undertaking, or the Undertaking has been terminated, this Agreement shall remain in effect for a period of five (5) years from the date of signature.
2. Upon a determination by FHWA that construction of all aspects of the Undertaking have been completed and that all terms of this Agreement have been fulfilled in a satisfactory manner, FHWA shall notify the other Signatories and consulting parties of that determination in writing, whereupon this Agreement shall no longer have any effect.
3. At any time during the six-month period prior to expiration of the Agreement, the Signatories may agree to extend this Agreement with or without amendments. If FHWA or VDOT decides it will not proceed with the Undertaking, it will so notify the Signatories and consulting parties and this agreement shall become null and void.

EXECUTION

Execution of this Agreement by the Signatories, and its submission to ACHP in accordance with 36 CFR § 800.6(b)(1)(iv), shall, pursuant to 36 CFR § 800.6(c), be considered to be an agreement with ACHP for the purposes of Section 110(1) of the NHPA. Execution and submission of this agreement, and implementation of its terms, evidence that FHWA has afforded ACHP an opportunity to comment on the proposed Undertaking and its effect on historic properties, and that FHWA has taken into account the effect of the Undertaking on historic properties in accordance with NHPA Section 106.

FEDERAL HIGHWAY ADMINISTRATION

By: _____ Date: _____
Karen A. Schmidt, Director of Program Administration
Federal Highway Administration
Eastern Federal Lands Highway Division

VIRGINIA STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: _____
Kathleen S. Kilpatrick, Director
Department of Historic Resources

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Earl T. Robb, Environmental Division Administrator

COUNTY OF FAIRFAX, VIRGINIA

By: _____ Date: _____
Edward L. Long, Jr., Fairfax County Executive

U.S. ARMY GARRISON, FORT BELVOIR

By: _____ Date: _____
Colonel John J. Strycula, Garrison Commander

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CATAWBA INDIAN NATION

By: _____ Date: _____
Wenonah G. Haire, Tribal Historic Preservation Officer

CONCURRING PARTY

WOODLAWN BAPTIST CHURCH

By: _____ Date: _____

ALEXANDRIA MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS

By: _____ Date: _____

POHICK EPISCOPAL CHURCH

By: _____ Date: _____

FAIRFAX COUNTY ARCHITECTURAL REVIEW BOARD

By: _____ Date: _____

HISTORICAL SOCIETY OF FAIRFAX COUNTY

By: _____ Date: _____

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FAIRFAX COUNTY HISTORY COMMISSION

By: _____ Date: _____

NATIONAL TRUST FOR HISTORIC PRESERVATION

By: _____ Date: _____

NATIONAL PARK SERVICE – POTOMAC HERITAGE NATIONAL SCENIC TRAIL

By: _____ Date: _____

NATIONAL PARK SERVICE – WASHINGTON-ROCHAMBEAU TRAIL

By: _____ Date: _____

FAIRFAX COUNTY DEPARTMENT OF PLANNING AND ZONING

By: _____ Date: _____

FAIRFAX COUNTY PARK AUTHORITY

By: _____ Date: _____

1124 **INLET COVE HOME OWNERS ASSOCIATION**

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1128 By: _____ Date: _____

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1132 **SAVE WOODLAWN STABLES**

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ATTACHMENTS

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Attachment A: Proposed New Alignment for Route 1

Attachment B: Draft Route 1 Improvements Project Memorandum of Agreement

Attachment C: Area of Potential Effect

Attachment D: Woodlawn Historic District Boundaries

Attachment E: Correspondence

Attachment F: Catawba Indian Nation THPO Burial Policy and Procedures

Attachment G: Eastern Band of Cherokee Indians Aboriginal Territory Map

REFERENCES CITED

- 1184
1185
1186
1187 Advisory Council on Historic Preservation
1188 2009 *Recommended Approach for Consultation on Recovery of Significant*
1189 *Information from Archeological Sites*. Advisory Council on Historic
1190 Preservation, Washington D.C.
1191
1192 Chicora Foundation, Inc.
1193 2000 *Archaeological Survey of Woodlawn Plantation, Fairfax County, Virginia*.
1194 Chicora Foundation, Inc., Columbia, SC.
1195
1196 County of Fairfax, Virginia
1197 2011 *Fairfax County Transportation Plan*. County of Fairfax, VA.
1198
1199 Curtis, John Obed
1200 1979 *Moving Historic Buildings*. U.S. Department of the Interior, Heritage
1201 Conservation and Recreation Service, Technical Preservation Services Division;
1202 For sale by the Supt. Of Docs., U.S. Govt. Print. Off., Washington
1203
1204 Federal Highway Administration
1205 2012 *Archaeological Survey of Proposed Area of Potential Effects Route 1*
1206 *Improvements at Fort Belvoir (Telegraph Road to Mount Vernon Memorial*
1207 *Highway), Fairfax County, Virginia*. The Federal Highway Administration,
1208 Sterling, VA.
1209
1210 2012 *Architectural Survey of Proposed Area of Potential Effects Route 1*
1211 *Improvements at Fort Belvoir (Telegraph Road to Mount Vernon Memorial*
1212 *Highway), Fairfax County, Virginia*. The Federal Highway Administration,
1213 Sterling, VA.
1214
1215 U.S. Army Corps of Engineers
1216 2007 *Final Environmental Impact Statement for Implementation of 2005 Base*
1217 *Realignment and Closure (BRAC) Recommendations and Related Army Actions*
1218 *at Fort Belvoir, Virginia*. U.S. Army Corps of Engineers, Mobile, AL.
1219
1220 United States Government
1221 2004 *Federal Register* Vol. 69, No.50. Government Printing Office, Washington D.C.
1222
1223 Virginia Department of Historic Resources
1224 1992 *Guidelines for Preparing Identification and Evaluation Reports for Submission*
1225 *Pursuant to Sections 106 and 110, National Historic Preservation Act,*
1226 *Environmental Impact Reports of State Agencies, Virginia Appropriation Act,*
1227 *1992 Session Amendments*. Virginia Department of Historic Resources,
1228 Richmond VA.
1229

- 1230 1996 *Guidelines for Archaeological Investigations in Virginia*. Virginia Department
1231 of Historic Resources, Richmond VA.
1232
1233 Virginia Department of Transportation
1234 2002 *Road and Bridge Specifications*. Virginia Department of Transportation,
1235 Richmond VA.