

Amendment to the
Memorandum of Agreement

Among the

Department of the Army
Fort Belvoir Garrison and the
U.S. Army Corps of Engineers
Humphreys Engineer Center

The

Commonwealth of Virginia
Virginia Department of Transportation

The

Department of Transportation
Federal Highway Administration

and

Fairfax County, Virginia

For the

Replacement of Woodlawn Road and Beulah Street
Through Fort Belvoir
Project A-AD48(1)

In

Fairfax County, Virginia

The purpose of this agreement is to amend *Agreement No. DTFH71-07-X-30001, Memorandum of Agreement Among the Department of the Army Fort Belvoir Garrison and the U.S. Army Corps of Engineers Humphreys Engineer Center, the County of Fairfax, Virginia, the Commonwealth of Virginia, Virginia Department of Transportation and the Department of Transportation, Federal Highway Administration for the Replacement of Woodlawn Road and Beulah Street Through Fort Belvoir, Project A-AD 48(1) in Fairfax County, Virginia, executed effective 11 July 2007* (the MOA). Under the MOA, Fairfax County, Virginia (the COUNTY), the Virginia Department of Transportation, (VDOT), the United States Department of Transportation, Federal Highway Administration, Virginia Division (FHWA-VA) and the Eastern Federal Lands Highway Division (EFLHD), collectively, the Parties, agreed to jointly participate in the environmental planning, design, and construction of an alternative corridor to replace roads closed to public traffic, Beulah Street (State Route 613) and Woodlawn Road (State Route 618), within Fort Belvoir, in Fairfax County, Virginia.

Since the execution of the MOA, certain circumstances have arisen that require changes to the original MOA. Therefore, for and in consideration of the mutual covenants and agreements and consideration contained herein, the Parties to this Amendment to the MOA do hereby covenant and agree as follows:

1. Except as modified, amended or supplemented herein, the above described MOA, Agreement No. DTFH71-07-X-30001, with all the terms and provisions which are herein incorporated by reference, shall continue in full force and effect.
2. The National Trust for Historic Preservation for Woodlawn Plantation has determined that it does not want VDOT to retain or maintain the section of road known as "the stub road" and more definitively described as that portion of the closed Woodlawn Road between Richmond Highway and the Fort Belvoir Woodlawn Gate. Therefore, Section C.15. of the MOA on page 9 outlining VDOT's duties shall be amended to read as follows:
 - C.15. Initiate the acceptance of the road as part of the secondary system of state highways to be maintained by VDOT when appropriate and the abandonment of the closed Beulah Street and Woodlawn Road concurrent with VDOT's acceptance of their replacement road;
3. Section E. 22 should be eliminated.
4. Under the MOA, EFLHD committed to designing and constructing improvements needed on Telegraph Road to accommodate traffic from the new connector road now known as Mulligan Road. In order to avoid the scenario where Telegraph Road widens to four lanes, narrows to two lanes, then widens and narrows again, the Parties have agreed that EFLHD, at no cost to itself, shall design and construct the widening of Telegraph Road from two lanes to four lanes between Beulah Street and Leaf Road (near Hayfield Secondary School) and construct the Telegraph Road bridge over Piney Run.
5. Because EFLHD, under its regulations, needs full funding available for each phase of the project prior to commencement and while VDOT has partial funding in its Secondary Six Year Plan but the funding necessary to complete construction is scheduled for future program years 2010-2015 and may not be available when needed, the County has agreed to transfer the requisite funds to


EFLHD as needed if necessary. The County shall be reimbursed by VDOT as VDOT's funds become available. Depending upon the availability of VDOT's funds, the funding scenarios shall be as follows:

- A. If VDOT has sufficient funding for the particular phase of the Project, VDOT shall supply the funding directly to EFLHD.
- B. If VDOT does not have sufficient funds available for a particular phase of the Project, the County shall transfer the requisite funds directly to EFLHD and VDOT shall reimburse the County as the funds become available.
- C. All requirements for funds to be borne by Fairfax County shall be subject to annual appropriations by the Fairfax County Board of Supervisors.

This Amendment to the MOA shall become effective upon the date of the last approving signature.


IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DEPARTMENT OF THE ARMY
FORT BELVOIR GARRISON

 4 Dec 08

Date
Jerry L. Blixt
Colonel, U.S. Army
Garrison Commander

DEPARTMENT OF THE ARMY
U.S. CORPS OF ENGINEERS
HUMPHREYS ENGINEER CENTER

 26 Jan 09

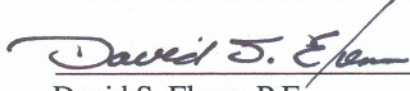
Date
Don T. Riley
Major General, U.S. Army
Installation Commander

COUNTY OF FAIRFAX, VIRGINIA

 3/11/09


Date
Anthony H. Griffin
County Executive

DEPARTMENT OF TRANSPORTATION
COMMONWEALTH OF VIRGINIA

 10/29/2008

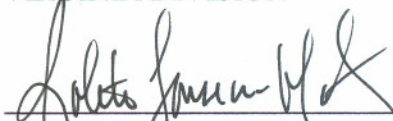
Date
David S. Ekern, P.E.
Commissioner

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS
HIGHWAY DIVISION

 6 Nov 08

Date
Melisa L. Ridenour, P.E.
Division Engineer

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
VIRGINIA DIVISION

 12/23/08

Date
Roberto Fonseca-Martinez
Division Administrator