

**MEMORANDUM OF AGREEMENT  
AMONG THE FEDERAL HIGHWAY ADMINISTRATION,  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICER,  
THE VIRGINIA DEPARTMENT OF TRANSPORTATION,  
AND THE VIRGINIA CIVIL WAR TRAILS, INC.  
REGARDING THE ROUTE 646 (ADEN ROAD) CROSSING OVER NORFOLK  
SOUTHERN RAILROAD,  
PRINCE WILLIAM COUNTY, VIRGINIA**

**WHEREAS**, the Virginia Department of Transportation (VDOT) proposes to improve the Rte 646 (Aden Road) crossing over the Norfolk Southern Railroad (NSRR), outside of Nokesville in Prince William County, by rehabilitating the existing single-lane Nokesville Truss Bridge (VDOT Bridge No. 6023; Virginia Department of Historic Resources [DHR] #076-0081), owned by the Norfolk Southern, for continued use by north-bound traffic and constructing a new steel beam, concrete deck bridge and approach roads to the southwest to carry south-bound traffic (VDOT Project No. 0646-076-971, P101, C501, R201, B646 [UPC 90519]; DHR File No. 2011-1571), hereinafter referred to as the “Project” (Appendix A: Location Map; Appendix B: Preliminary Plans); and

**WHEREAS**, the VDOT anticipates receiving Federal financial assistance for the Project from the Federal Highway Administration (FHWA); and

**WHEREAS**, the FHWA has determined that the provision of financial assistance for the Project is an undertaking as defined in 36 CFR 800.16(y); and

**WHEREAS**, the FHWA has authorized the VDOT to conduct consultation with the Virginia State Historic Preservation Officer (SHPO) for the Project on its behalf pursuant to Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. 470), including the initiation of the Section 106 process, identification of historic properties, and assessment of adverse effects; and

**WHEREAS**, the VDOT, in consultation with the SHPO, has defined the Area of Potential Effects (APE) for the Project in accordance with 36 CFR 800.4(a)(1). The APE for direct effects is defined as the undertaking’s construction footprint, which includes all proposed right of way and all permanent and temporary easements for the Project. The APE for indirect effects contains the area outside the direct effects APE in which visual or aural effects from the Project may be experienced (Appendix C: APE map); and

**WHEREAS**, the VDOT, in consultation with the SHPO and other consulting parties, has completed a study (*Cultural Resources Survey for the Aden Road Bridge Replacement Prince William County, Virginia*, John Milner Associates, Inc., April 23, 2012) to identify any buildings and structures, archaeological and non-archaeological sites and districts, and objects meeting the criteria for listing on the National Register of Historic Places (NRHP) within the Project’s APE and conveyed to the SHPO its findings by letter dated April 25, 2012, and the SHPO concurred with these findings on May 29, 2012; and

**WHEREAS**, the VDOT, in consultation with the SHPO and other consulting parties, has determined that the Project will have an adverse effect on the Bristoe Station Battlefield (DHR #076-0024), a property determined eligible for the NRHP by the National Park Service in 1991; the Manassas Station Operations/Kettle Run Battlefield (DHR #076-5036), a property recognized by the American Battlefield Protection Program (ABPP) and assumed eligible for the NRHP by the FHWA for the purposes of the Project; and the Nokesville Truss Bridge (DHR #076-0081), a property listed in the NRHP in 1978; and

**WHEREAS**, the FHWA, with the assistance of VDOT, has consulted with the SHPO and the other consulting parties to resolve the adverse effects of the Project on historic properties in accordance with Section 106 of the NHPA (16 U.S.C. 470), and its implementing regulations, 36 CFR 800; and

**WHEREAS**, the selected alternative for the Project was chosen by VDOT following analysis of eighteen alternatives in consultation with the SHPO and other consulting parties and determined to best minimize the Project's adverse effects on the Manassas Station Operations/Kettle Run and Bristoe Station battlefields and the Nokesville Truss Bridge while addressing NSRR operational limits, Virginia legal loads, and consistency with Prince William County's Comprehensive Plan (Appendix D: Conceptual Rendering and Cross Sections); and

**WHEREAS**, pursuant to 36 CFR 800.6(a)(1), by letter dated September 11, 2012, the FHWA has notified the Advisory Council on Historic Preservation (ACHP) of the consultation to develop this Memorandum of Agreement (Agreement), and the ACHP has chosen not to participate in consultation as stated in their letter of October 3, 2012, to FHWA; and

**WHEREAS**, the VDOT has participated in this consultation pursuant to 36 CFR Part 800.2 (c)(4) and the FHWA has invited the VDOT to join the FHWA and the SHPO as an Invited Signatory to this Agreement pursuant to 36 CFR 800.6(c)(2)(iii); and

**WHEREAS**, the Virginia Civil War Trails, Inc. (VCWT) will collaborate with the VDOT in implementing the mitigation described in Stipulation VI of this Agreement, and the FHWA has invited the VCWT to join the FHWA, the VDOT, and the SHPO as an Invited Signatory to this Agreement pursuant to 36 CFR 800.6(c)(2)(iii); and

**WHEREAS**, the FHWA has provided Prince William County (County) the opportunity to participate in consultation pursuant to 36 CFR 800.2(c)(3), and the FHWA has invited the County to concur in this Agreement; and

**WHEREAS**, the FHWA has provided Norfolk Southern Railroad (Nokesville Truss Bridge owner) the opportunity to participate in consultation pursuant to 36 CFR 800.2(c)(5), and the FHWA has invited the NSRR to concur in this Agreement; and

**WHEREAS**, the FHWA has provided American Battlefield Preservation Program (ABPP), Manassas National Battlefield Park-National Park Service (NPS), Ms. Jolea Harrison (Nokesville representative), and Mr. Nathan Holth (webmaster, HistoricBridges.org) the opportunity to participate in consultation pursuant to 36 CFR 800.2(c)(5), and the FHWA has invited the ABPP, NPS, Ms. Harrison, and Mr. Holth to concur in this Agreement; and

**WHEREAS**, there are no federally-recognized Indian tribes residing in Virginia; the FHWA has previously made outreach to eighteen federally-recognized tribes residing outside of Virginia to determine their interest in historic resource issues associated with transportation projects in the state; and the Project is not located within any of the geographic areas of interest identified in the tribes' responses to FHWA's inquiry; and

**WHEREAS**, the public has been afforded the opportunity to comment on the preliminary design of the Project at VDOT's public information meeting of December 7, 2011; and

**NOW, THEREFORE**, the FHWA, the SHPO, the VDOT, and VCWT agree that this undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

### **Stipulations**

The FHWA shall ensure that the following stipulations are implemented:

#### **I. Rehabilitation of Existing Nokesville Truss Bridge (DHR #076-0081)**

A. The VDOT shall dismantle and rehabilitate the existing Nokesville Truss Bridge to meet the structural requirements for carrying one-lane of vehicular traffic at Virginia legal loads. Modifications to the structure that are anticipated include replacing a minimum of 9 (nine) wrought iron members that do not have the strength required for Virginia legal loads with steel members. Other modifications include disassembly and galvanizing of the wrought iron truss members; replacing rivets as required with double round-headed bolts; adding tubular steel guard rails; replacing the wood plank deck with a glued laminated wood deck; and adding an underpinning of cantilevered (hammerhead) concrete support abutments. Any wrought iron members that are deemed unserviceable and not salvageable by VDOT after disassembly will also be replaced with steel members. All steel replacement members will be galvanized and will duplicate the existing wrought iron members as closely as possible. VDOT shall keep the bridge at its present length and shall attempt to minimize any necessary increase in the height of the roadway fill prism. All modifications to the bridge implemented by VDOT shall be consistent with the *Secretary of the Interior's Standards for Rehabilitation* ([http://www.nps.gov/hps/tps/standguide/rehab/rehab\\_standards.htm](http://www.nps.gov/hps/tps/standguide/rehab/rehab_standards.htm)).

B. Pursuant to the terms of Stipulation X of this Agreement, the VDOT shall provide a copy of the final bridge rehabilitation plans to the SHPO for review and concurrence, and to the Consulting Parties for review and comment, with respect to whether the plans are consistent with the *Secretary of the Interior's Standards for Rehabilitation*.

## **II. Minimization of New Parallel Roadway Prism and Bridge**

A. The VDOT shall build a new bridge parallel to the Nokesville Truss Bridge to carry south-bound traffic on Route 646 over the NSRR. In designing the new bridge, the VDOT shall attempt to minimize any necessary increase in the height of the roadway fill prism to ensure that the design and scale of the bridge is compatible with the historic character of the Bristoe Station (DHR #076-0024) and Manassas Station Operations/Kettle Run DHR #076-5036) battlefields. The new bridge is a single span that will measure approximately 105 ft long and 31 ft wide and will accommodate one lane of traffic. The type of material used or type of structure for the new bridge will not affect the roadway fill prism objective already described.

B. Pursuant to the terms of Stipulation X of this Agreement, the VDOT shall provide a copy of the final bridge construction plans to the SHPO and the Consulting Parties for review and comment with respect to the new bridge's compatibility with the historic setting of the Bristoe Station and Manassas Station Operations/Kettle Run battlefields.

## **III. Heritage Tourism Poster for the Nokesville Truss Bridge (DHR #076-0081)**

A. The VDOT, at its own expense but in consultation with the SHPO and the Consulting Parties, shall design and print a poster suitable for display at northern Virginia libraries and historical societies on the history of the Nokesville Truss Bridge. The poster shall measure approximately 24 x 36 inches and shall summarize the historical and engineering significance of the truss bridge for the general public. Within six (6) months of initiation of Project construction, and pursuant to the terms of Stipulation X of this Agreement, the VDOT shall provide a draft poster to the SHPO and the Consulting Parties for review and comment. Within one (1) year after initiation of construction, the VDOT shall produce a minimum of twenty (20) hard copies of the final poster and provide one (1) hard copy and one (1) digital copy of the poster in Adobe Acrobat format to: the SHPO, Nokesville Neighborhood Library, Bull Run Regional Library-Ruth E. Lloyd Information Center (RELIC), Fairfax County Public Library, Fauquier County Public Library, Central Rappahannock Regional Library, Loudoun County Public Library, the Library of Virginia, and appropriate local historical societies. The VDOT will retain two (2) hard copies of the poster.

B. The VDOT shall notify the SHPO in writing when the requirements of Stipulation III of this Agreement have been completed in full.

#### **IV. National Register Nomination Update for the Nokesville Truss Bridge (DHR #076-0081)**

A. In consultation with the SHPO and the Consulting Parties, the VDOT shall complete an updated NRHP nomination form for the Nokesville Truss Bridge that reflects changes to the historic bridge resulting from this project. Within two (2) years of initiation of Project construction, the VDOT shall provide a draft of the updated NRHP nomination form to the SHPO for review and approval and the other Consulting Parties for review and comment. The VDOT shall only address comments received in accordance with Stipulation X of this Agreement by revising the draft nomination form. The SHPO staff shall carry out all other required procedures and processes for nomination to the NHRP and the Virginia Landmarks Register. Approval and listing of the updated nomination by the Keeper of the NRHP or the DHR's State Review Board are not required by this Agreement.

B. The VDOT shall notify the SHPO in writing when the requirements of Stipulation IV of this Agreement have been completed in full.

#### **V. Public Summary and Interpretation of the Bristoe Station (DHR #076-0024) and Manassas Station Operations/Kettle Run (DHR #076-5036) Battlefields**

A. The VDOT shall conduct intensive historical research and prepare a concise non-technical summary report on the Bristoe Station and the Manassas Station Operations/Kettle Run Battlefields focusing explicitly on the portion of each battlefield in the immediate vicinity of the Project (east of Kettle Run) and how this location was militarily important to the events of these battles. The summary will not focus on areas of the battlefields where the most intensive combat took place, as interpretive information is readily available for those areas. The summary report will provide a baseline of information from which to develop the interpretive markers described in Stipulation VI.

B. The research for this summary report shall include an in-person visit to the American Battlefield Protection Program archives in Washington, D.C. as well as review of the files housed at the Manassas National Battlefield Park (MBNP). Interviews will also be conducted with NPS interpretive personnel at the MBNP to determine how the project vicinity was utilized during these battles. The following sources also shall be consulted to identify information about the area adjacent to the Project: accounts and after-action reports compiled in, *The War of the Rebellion: A Compilation of the Official Records of the Union and Confederate Armies* (U.S. War Department. Washington, DC: 1880-1901); published orders of battle; relevant published books and documents housed at the Library of Congress; published regimental histories of units known to have participated in these battles; records at Bull Run Regional Library-RELIC and the Library of Virginia; published post-war histories and accounts by veterans;

historic battle and non-battlefield maps; and collections at the Virginia Historical Society and the Museum of the Confederacy.

C. Within three (3) months of initiation of Project construction, and pursuant to the requirements of Stipulation X of this Agreement, the VDOT shall provide a draft copy of this report to the SHPO and the Consulting Parties for review and comment.

D. Prior to completion of Project construction, the VDOT shall provide a hard copy and an electronic copy in Adobe Acrobat format of the non-technical summary report to the SHPO and all Consulting Parties to this Agreement, as well as to Nokesville Neighborhood Library, Bull Run Regional Library-RELIC, Fairfax County Public Library, Fauquier County Public Library, Central Rappahannock Regional Library, Loudoun County Public Library, Library of Virginia, and appropriate local historical societies.

D. The VDOT shall notify the SHPO in writing when the requirements of Stipulation V of this Agreement have been completed in full

#### **VI. Interpretive Markers for the Bristoe Station (DHR #076-0024) and Manassas Station Operations/Kettle Run (DHR #076-5036) Battlefields**

A. The VDOT and the VCWT shall collaborate to provide a maximum of two (2) interpretive markers within the southern portion of the Manassas Station Operations/Kettle Run and Bristoe Station battlefields for the purpose of improving public awareness and understanding of the significant historical events that occurred in the area during the Civil War. The VDOT shall be responsible for researching and developing the layout of the interpretive content of the markers. The markers shall meet the standards and specifications of the VCWT, which shall be responsible for designing, fabricating, and installing the two (2) interpretive markers; securing any easements necessary for installing any markers to be installed outside of VDOT right of way; and maintaining the markers and any associated easement area outside of VDOT right of way. The VDOT shall provide the VCWT funds not to exceed six thousand dollars (\$6,000) for the cost of fabrication and installation of the markers. The VDOT shall release these funds to the VCWT on a reimbursement basis after the VCWT has completed fabrication and installation of the markers.

B. The VDOT shall develop the interpretive content of the markers from the public summary report prepared pursuant to Stipulation V, and in consultation with the SHPO, the VCWT, and the Consulting Parties to this Agreement. Pursuant to the requirements of Stipulation X of this Agreement, the VDOT shall provide the SHPO and VCWT the opportunity to review and approve, and the Consulting Parties to this Agreement the opportunity to review and comment, on draft plans for these markers.

C. The VDOT shall provide the VCWT the final interpretive content of the markers within eight (8) months of the initiation of Project construction. The VCWT shall install the markers prior to completion of Project construction.

D. The VDOT shall notify the SHPO in writing when the requirements of Stipulation VI of this Agreement have been completed in full

## **VII. Post Review Discoveries**

A. In the event that a previously unidentified archaeological resource is discovered during ground-disturbing activities associated with the construction of the Project, the VDOT, in accordance with Section 107.16(d) of the VDOT's *Road and Bridge Specifications*, shall require the construction contractor to halt immediately all construction work involving subsurface disturbance in the area of the resource and in the surrounding areas where additional subsurface remains can reasonably be expected to occur. Work in all other areas of the Project may continue.

B. The VDOT shall notify the FHWA, the SHPO, and the Consulting Parties to this Agreement within two (2) working days of the discovery. In the case of prehistoric or historic Native American sites, the VDOT shall also notify appropriate Indian tribes recognized by the Commonwealth of Virginia (hereinafter "Virginia Indian tribes") within two (2) working days of the discovery. The FHWA shall notify any federally recognized tribes with interest in the area within two (2) working days of the discovery.

C. The VDOT shall ensure that an archaeologist meeting the Secretary of the Interior's *Professional Qualification Standards* (48 FR 44739) investigates the work site and the resource, and then the VDOT shall forward to the FHWA, the SHPO, appropriate Virginia Indian tribes, any federally recognized Indian tribes with an interest in the area, and the Consulting Parties to this Agreement an assessment of the NRHP eligibility of the resource (36 CFR 60.4) and proposed treatment actions to resolve any adverse effects on historic properties. The SHPO, appropriate Virginia Indian tribes, federally recognized Indian tribes, and the Consulting Parties to this Agreement shall respond within five (5) working days of receipt of the VDOT's assessment of NRHP eligibility of the resource and proposed action plan. The VDOT, in consultation with the FHWA, shall take into account the recommendations of the SHPO, appropriate Virginia Indian tribes, federally recognized tribes, and the Consulting Parties to this Agreement regarding NRHP eligibility of the resource and the proposed action plan, and then carry out the appropriate actions.

D. The VDOT shall ensure that construction work within the affected area does not proceed until the appropriate treatment measures are developed and implemented or the determination is made that the located resource is not eligible for inclusion on the NRHP.

### **VIII. Treatment of Human Remains**

A. The VDOT shall treat all human remains in a manner consistent with the ACHP's *Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects* (February 23, 2007).

B. Human remains and associated funerary objects encountered during the course of actions taken as a result of this Agreement shall be treated in a manner consistent with the provisions in the Virginia Antiquities Act, Section 10.1-2305 of the *Code of Virginia* and its implementing regulations, 17 VAC5-20, adopted by the Virginia Board of Historic Resources and published in the *Virginia Register* on July 15, 1991. In accordance with the regulations stated above, the VDOT may obtain a permit from the SHPO for the archaeological removal of human remains should removal be necessary.

C. In the event that the human remains encountered are likely to be of Native American origin, whether prehistoric or historic, the FHWA shall immediately notify any federally-recognized Indian tribes with an interest in the area. The VDOT, on behalf of the FHWA, shall immediately notify the appropriate Virginia Indian tribes. The VDOT, on behalf of the FHWA, shall determine the treatment of Native American human remains and associated funerary objects in consultation with appropriate Virginia Indian tribes. The FHWA shall also consult with any federally-recognized Indian tribes with interest in the area.

D. The VDOT shall make all reasonable efforts to ensure that the general public is excluded from viewing any Native American gravesites and associated funerary objects. The Signatories, Invited Signatories, and Consulting Parties to this Agreement shall release no photographs of any Native American gravesites or associated funerary objects to the press or to the general public to the extent permitted by law.

### **IX. Professional Qualifications**

All historical, archaeological, and architectural work carried out pursuant to this Agreement shall be conducted by or under the direct supervision of an individual or individuals who meet, at a minimum, the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9, September 29, 1983) in the appropriate discipline.

### **X. Preparation and Review of Documents**

A. All archaeological studies, technical reports, and treatment plans prepared pursuant to this Agreement shall be consistent with the federal standards entitled *Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines* (48 FR 44716-44742, September 29, 1983), the SHPO's *Guidelines*

*for Conducting Historic Resources Survey in Virginia* (October 2011), and the ACHP's *Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites* (1999), or subsequent revisions or replacements to these documents.

B. The SHPO, the VCWT, and the Consulting Parties to this Agreement agree to provide comments to the VDOT on all plans, technical materials, findings, and other documentation arising from this Agreement within thirty (30) calendar days of receipt, unless otherwise specified in this Agreement. If no comments are received from the SHPO, the VCWT or a Consulting Party to this Agreement, the VDOT may assume that the non-responding party has no comment. The VDOT shall take into consideration all comments received in writing from the SHPO, the VCWT, and Consulting Parties to this Agreement within the thirty (30) calendar day review period.

C. The VDOT shall provide the SHPO three copies [two bound archival hard copies and one in Adobe Acrobat (PDF) format on compact disk] of all final reports prepared pursuant to this Agreement. The VDOT shall also provide any other Signatory, Invited Signatory, or Consulting Party to the Agreement a copy of any final report (in hard copy or Adobe Acrobat format, as requested) if so requested by that party. Such requests must be received by the VDOT in writing prior to the completion of construction of the Project.

## **XI. Curation Standards**

A. The VDOT shall ensure that all original archaeological records (research notes, field records, maps, drawings, and photographic images) produced in connection with the Project and all archaeological collections recovered from the VDOT highway right of way in association with the Project are provided to the SHPO for permanent curation. In exchange for its standard collections management fee as published in the *Virginia Department of Historic Resources State Collections Management Standards* (June 26, 2009), or subsequent revisions or replacements to that document, the SHPO agrees to maintain such records and collections in accordance with 36 CFR 79, Curation of Federally Owned and Administered Archaeological Collections.

B. The VDOT shall return to individual property owners any artifact collections that the VDOT has recovered from their property, unless the VDOT and the private property owner have reached agreement on an alternative arrangement. If the private property owner donates the artifact collection to the DHR by executing a donation agreement with the DHR within ninety (90) days of receipt of written notification from VDOT of its intent to return the collection to the owner, the VDOT shall assume responsibility for payment of DHR's standard collections curation fee for the donated artifact collection.

## **XII. Dispute Resolution**

### **A. Objection by Signatory, Invited Signatory, or Consulting Party**

1. Should any Signatory, Invited Signatory, or Consulting Party to this Agreement object in writing to the FHWA regarding any plans provided for review pursuant to this Agreement, or should any Signatory, Invited Signatory, or Consulting Party to this Agreement object in writing to the FHWA regarding the manner in which measures stipulated in this Agreement are being implemented, the FHWA shall first consult with the objecting party to resolve the objection. If the FHWA determines that the objection cannot be resolved through such consultation, the FHWA shall then consult with all Signatories and Invited Signatories to resolve the objection. If the FHWA then determines that the objection cannot be resolved through consultation, the FHWA shall forward all documentation relevant to the objection to the ACHP, including the FHWA's proposed response to the objection. Within thirty (30) calendar days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

(a) Advise the FHWA that the ACHP concurs with the FHWA's proposed response to the objection, whereupon the FHWA will respond to the objection accordingly; or

(b) Provide the FHWA with recommendations, which the FHWA shall take into account in reaching a final decision regarding its response to the objection; or

(c) Notify the FHWA that the objection will be referred for comment pursuant to 36 CFR 800.7(a) (4), and proceed to refer the objection and comment. The FHWA shall take the resulting comment into account in accordance with 36 CFR 800.7(c) (4).

2. Should the ACHP not exercise one of the above options within thirty (30) calendar days after receipt of all pertinent documentation, the FHWA may assume the ACHP's concurrence in its proposed response to the objection.

3. The FHWA shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the FHWA's responsibility to carry out all actions under this Agreement that are not the subjects of the objection shall remain unchanged.

### **B. Objection by the Public**

At any time during the implementation of the measures stipulated in this Agreement should a member of the public object to the FHWA or the VDOT regarding the manner in which the measures stipulated in this Agreement are

being implemented, the FHWA shall notify the Signatories and Invited Signatories to this Agreement and consult with the objector to resolve the objection. The signatories may request that the FHWA notify the Consulting Parties to this Agreement about the objection as well.

### **XIII. Amendments and Termination**

A. Any Signatory or Invited Signatory to this Agreement may propose in writing to the FHWA that the Agreement be amended, whereupon the FHWA shall consult with the other signatories to consider such an amendment. 36 CFR 800.6 (c) (7) shall govern the execution of any such amendment. Any Signatory or Invited Signatory to this Agreement may terminate it in accordance with the provisions of 36 CFR 800.6 (c) (8).

B. If the FHWA and the VDOT decide they will not proceed with the Project, they may so notify the Signatories, Invited Signatories, and Consulting Parties and then this Agreement shall become null and void.

C. In the event that this Agreement is terminated or rendered null and void, the VDOT shall submit to the SHPO a technical report on the results of any archaeological investigation conducted prior to and including the date of termination, and shall ensure that any associated collections and records recovered from VDOT right of way are curated in accordance with Stipulation X of this Agreement.

D. In the event that this Agreement is terminated, the FHWA shall either execute a memorandum of agreement with the Signatories under 36 CFR 800.6 (c) (1) or request the comments of the ACHP under 36 CFR 800.7(a).

### **XIV. Duration**

This Agreement shall continue in full force and effect until six (6) years after the date of the last signature of a Signatory. At any time in the six (6)-month period prior to such date, the FHWA may request that the Signatories and Invited Signatories consider an extension or modification of this agreement. No extension or modification shall be effective unless all Signatories and Invited Signatories to the Agreement have concurred with it in writing.

### **XV. Execution of Agreement**

A. This Agreement may be executed in counterparts, with a separate page for each signatory. Separate pages may also be provided for each Consulting Party. The FHWA shall ensure that each Signatory, Invited Signatory, and Consulting Party is provided with a copy of the fully executed Agreement.

B. Execution of this Agreement by the FHWA, the SHPO, the VDOT, and the VCWT; and its submission to the 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 the ACHP for the purposes of Section 110(I) of the National Historic Preservation Act (16 U.S.C. 470). Execution and submission of the Agreement, and implementation of its terms, is evidence that the FHWA has afforded the ACHP an opportunity to comment on the proposed undertaking and its effects on historic properties, and that the FHWA has taken into account the effects of the undertaking on historic properties.

**SIGNATORY:**

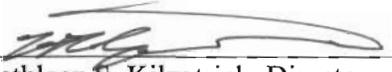
**FEDERAL HIGHWAY ADMINISTRATION**

for By: Maribel Lopez Cruz  
Ms. Irene Rico, Division Administrator  
Virginia Division

Date: 3/20/2013

**SIGNATORY:**

**VIRGINIA STATE HISTORIC PRESERVATION OFFICER**

By:   
Ms. Kathleen S. Kilpatrick, Director  
Virginia Department of Historic Resources

Date: 

**INVITED SIGNATORY:**

**VIRGINIA DEPARTMENT OF TRANSPORTATION**

By:   
Mr. Stephen J. Long  
State Environmental Administrator

Date: 3/18/13

**INVITED SIGNATORY:**

**VIRGINIA CIVIL WAR TRAILS, INC.**

By:   
Mr. H. Mitchell Bowman  
Executive Director

Date: 4/12/13

**CONCUR:**

**CONSULTING PARTY - COUNTY OF PRINCE WILLIAM**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ms. Melissa S. Peacor  
County Executive

**CONCUR:**

**CONSULTING PARTY - MANASSAS NATIONAL BATTLEFIELD PARK-  
NPS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Ed Clark  
Superintendent

**CONCUR:**

**CONSULTING PARTY - JOLEA HARRISON**

By:  Date: 4-29-2013  
Ms. Jolea Harrison  
Resident of Nokesville

**CONCUR:**

**CONSULTING PARTY - AMERICAN BATTLEFIELD PROTECTION  
PROGRAM-NPS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Paul Hawke  
Program Manager

**CONCUR:**

**CONSULTING PARTY - NORFOLK SOUTHERN RAILROAD**

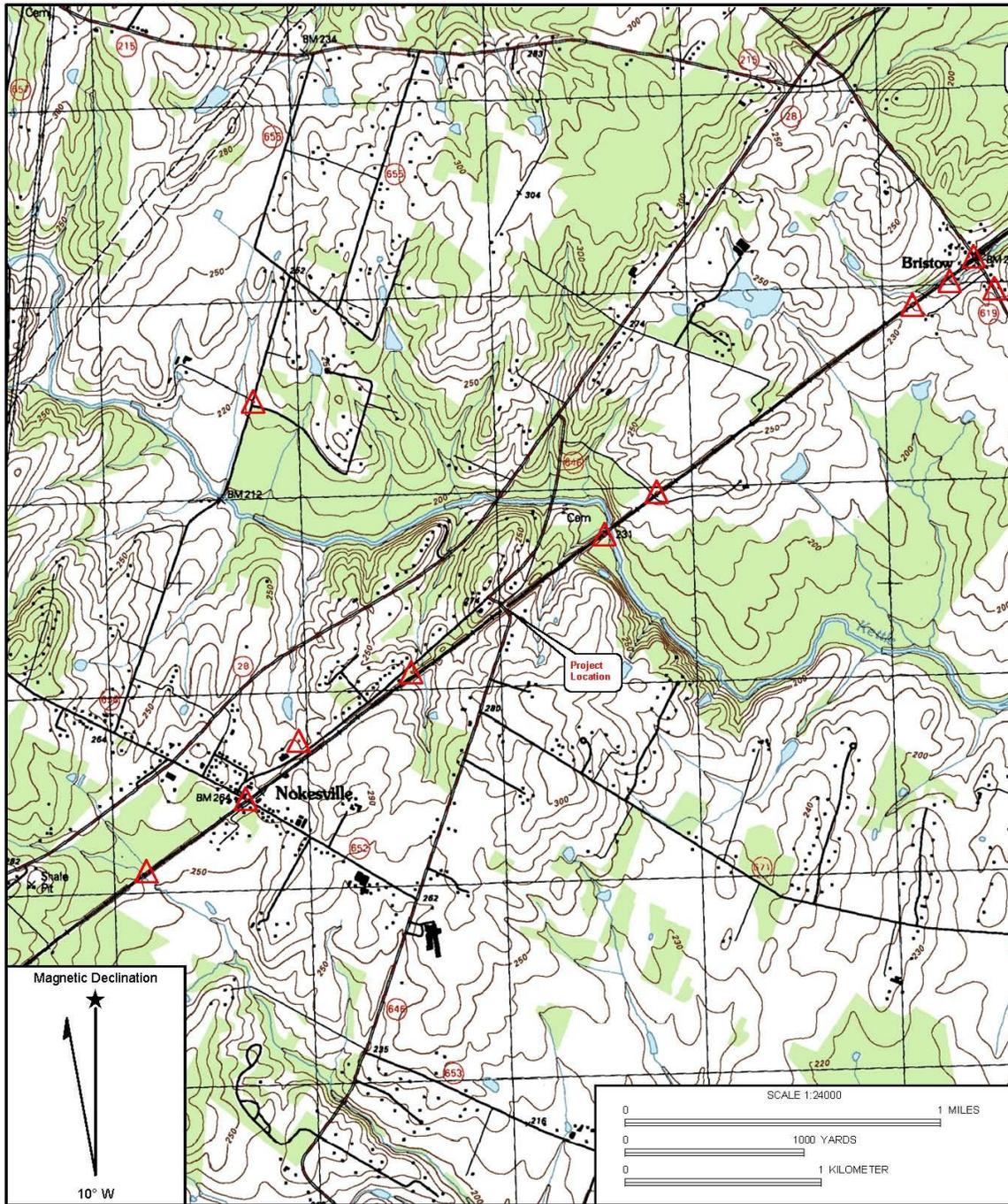
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. David Wyatt,  
Systems Engineer-Public Improvements

**CONCUR:**

**CONSULTING PARTY - HISTORIC BRIDGES.ORG**

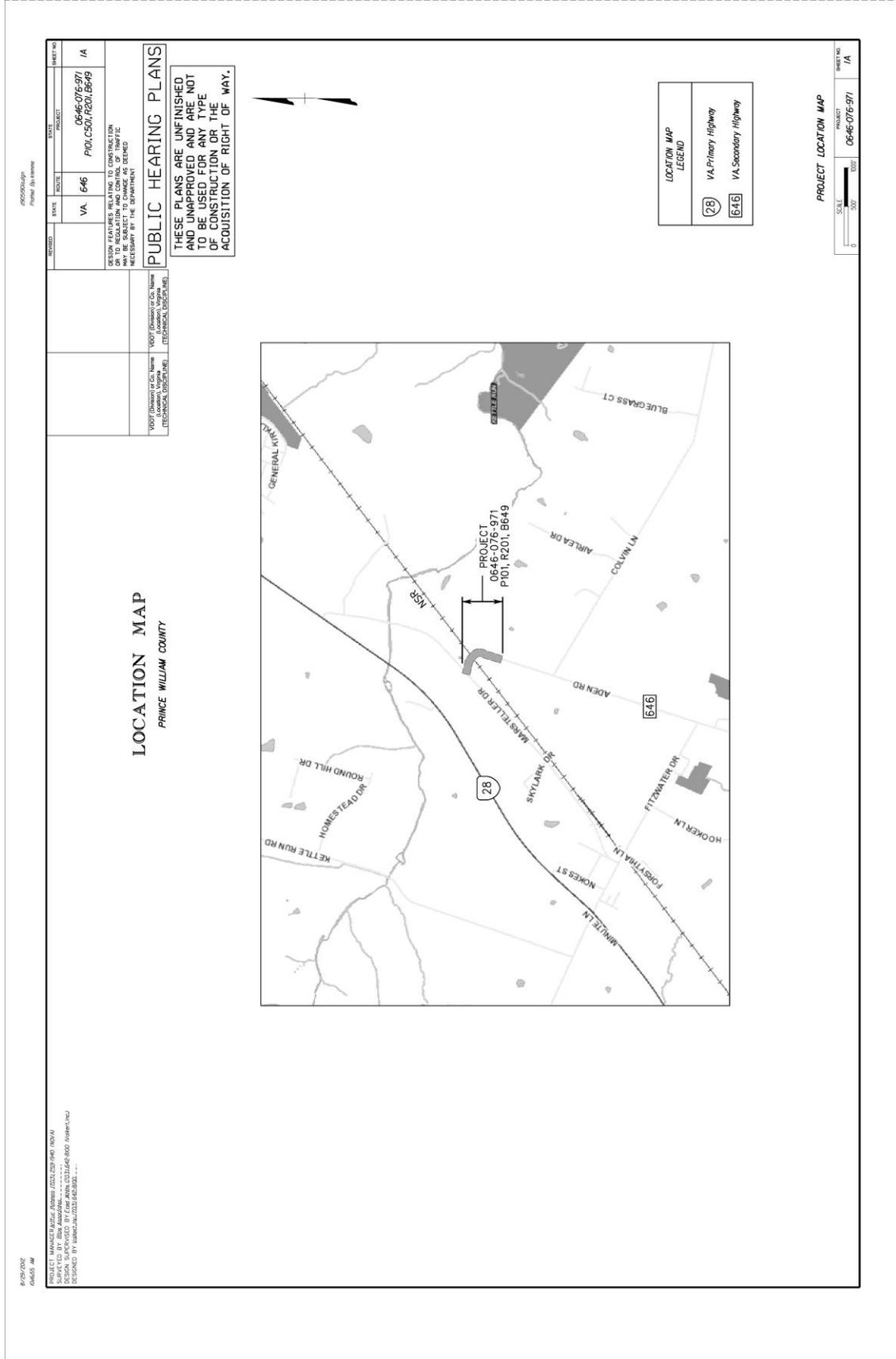
By: Nathan Holth Date: 4-23-13  
Mr. Nathan Holth  
Webmaster

APPENDIX A  
LOCATION MAP



*Nokesville, VA 7.5-minute Quadrangle (USGS 1994)*





**PRELIMINARY  
 RIGHT OF WAY DATA**

06-46-076-971  
 P10, C501, R201, B649 IC

ROUTE: 646  
 COUNTY/CITY: Prince William  
 UPC No.: 90519

THESE PLANS ARE UNFINISHED  
 AND UNAPPROVED AND ARE NOT  
 TO BE USED FOR ANY TYPE  
 OF CONSTRUCTION OR THE  
 ACQUISITION OF RIGHT OF WAY.

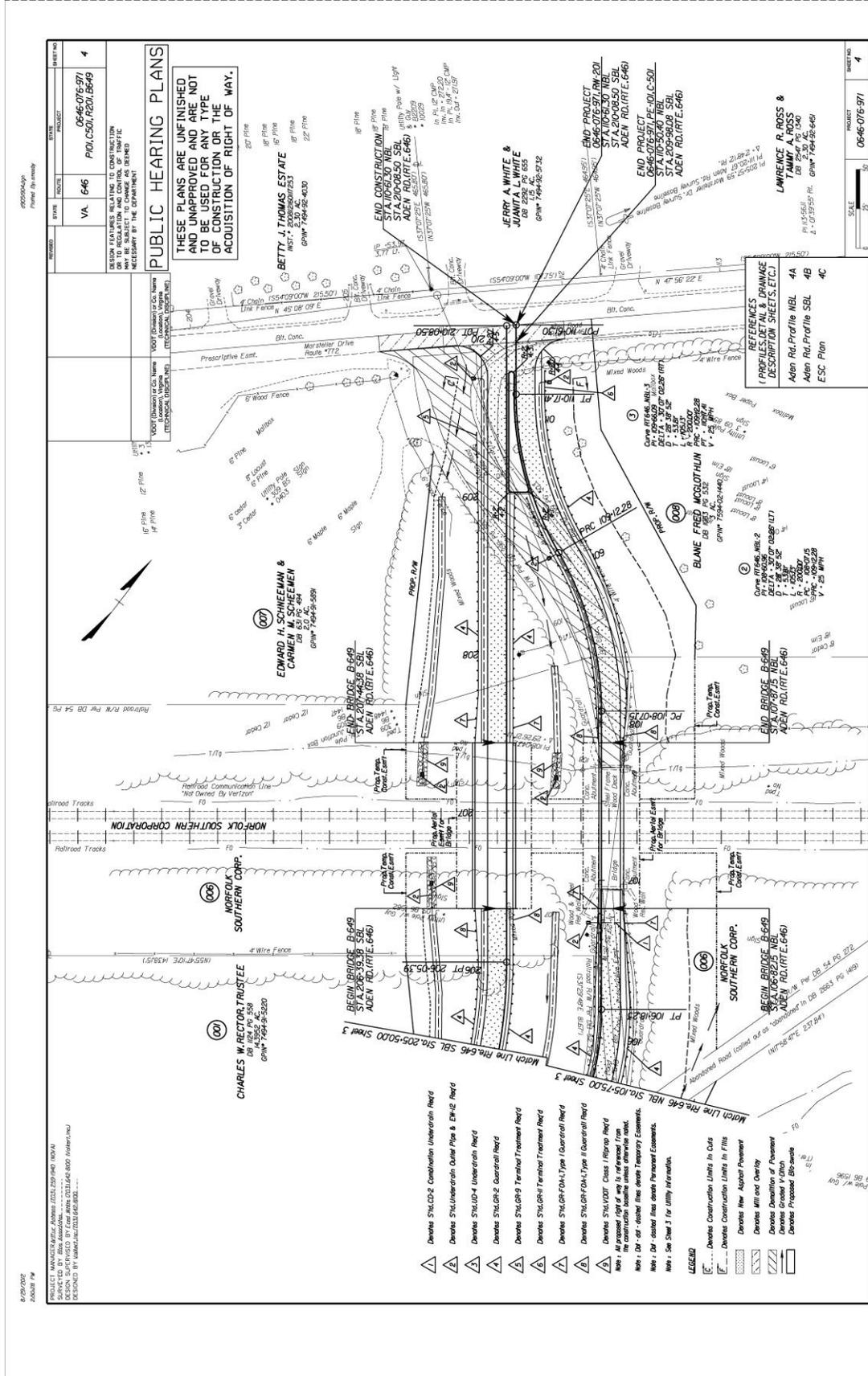
PARCEL NUMBER	LANDOWNER	SHEET NO.	TOTAL ACRES	FEE TAKING ACRES	PRESCRIPTIVE ACRES	FEE REMAINDER ACRES	EASEMENTS			PROFFERS YES / NO	REMARKS
							UTILITY ACRES	PERMANENT ACRES	TEMPORARY ACRES		
001	CHARLES W. RECTOR, TRUSTEE	3, 4	14.3952	0.624		13.771				NO	
002	11411 ADEN ROAD, LLC	3	0.7000	0.037		0.663				NO	
003	11407 ADEN ROAD, LLC	3	0.5026	0.098		0.405				NO	
004	ESTATE OF CHARLES W. RECTOR	3	122.8168	0.056		122.761				NO	
005	GREGORY S. COLAS, JACKLYN M. COLAS & EVELYN B. MARTIN	3	4.9999	0.139		4.861				NO	
006	NORFOLK SOUTHERN CORPORATION	4	NA			0.201		0.644		NO	
007	EDWARD H. SCHNEEMAN & CARMEN M. SCHNEEMAN	4	2.0000	0.195		1.805				NO	
008	BLAINE FRED MCGLOTHLIN	4	3.0000	0.307		2.693				NO	

ROUTE: 646  
 COUNTY/CITY: Prince William  
 UPC No.: 90519

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 ACQUISITION OF RIGHT OF WAY.

06-46-076-971  
 P10, C501, R201, B649 IC





PROJECT NO.	06-46-076-971
STATE	VA
ROUTE	646
SECTION	P10, C501, R201, B649
SHEET NO.	4

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**PUBLIC HEARING PLANS**

REGIONAL ENGINEERS HOLDING TITLE TO CONSTRUCTION ON TO REGULATION AND CONTROL OF TRAFFIC AND TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

VOID (Indication of C.A. Name (Mechanical, Electrical, etc.))

PROJECT NO.	06-46-076-971
STATE	VA
ROUTE	646
SECTION	P10, C501, R201, B649
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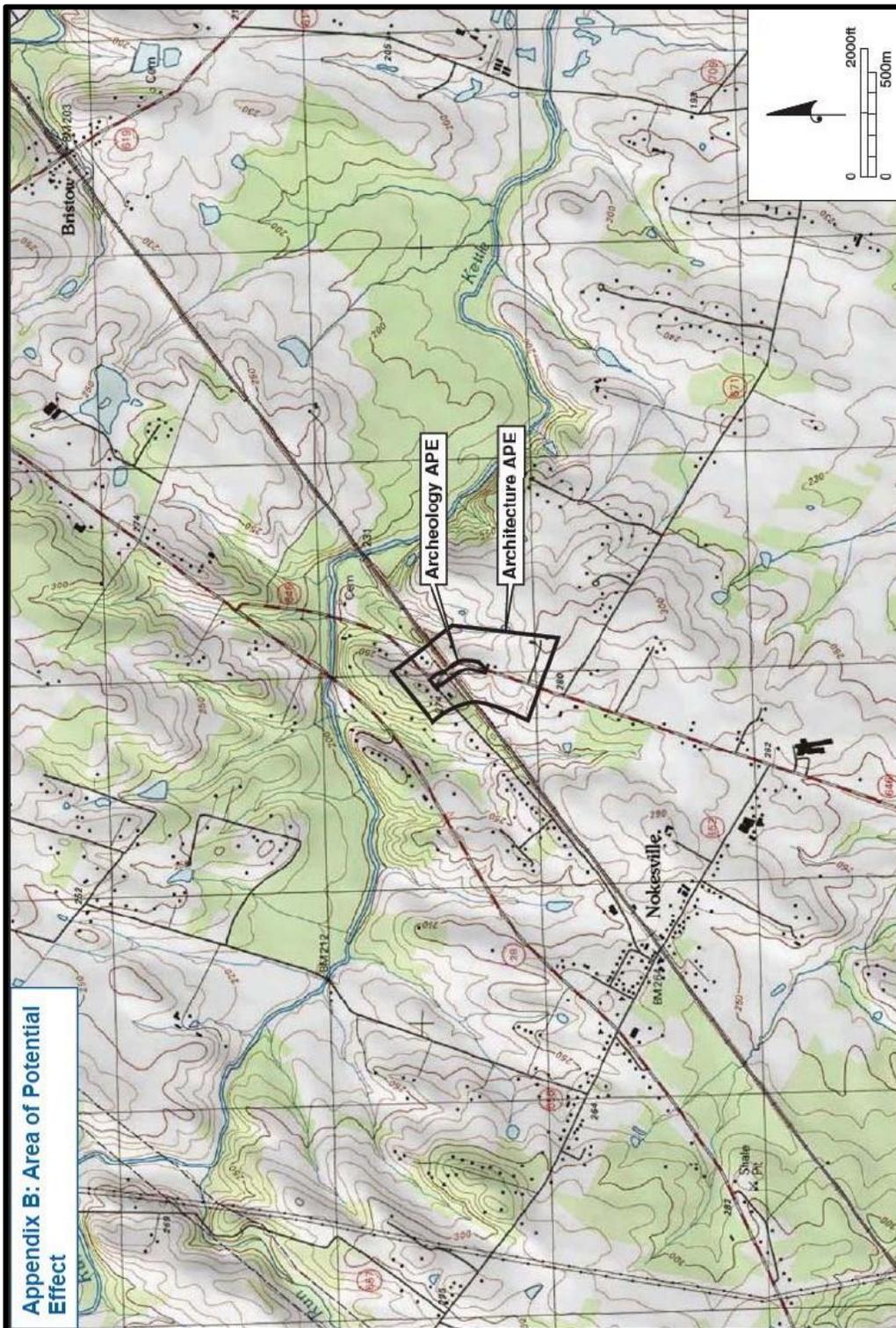
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APPENDIX C  
AREA OF POTENTIAL EFFECTS



Nokesville, VA 7.5-minute Quadrangle (USGS 1994)

APPENDIX D  
CONCEPTUAL RENDERING AND CROSS SECTIONS

