

**MEMORANDUM OF AGREEMENT  
AMONG ARLINGTON NATIONAL CEMETERY,  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICER, AND  
THE AIR FORCE DISTRICT OF WASHINGTON REGARDING  
THE SOUTHERN EXPANSION PROJECT  
ARLINGTON NATIONAL CEMETERY  
ARLINGTON COUNTY, VIRGINIA**

- 1. WHEREAS**, Arlington National Cemetery (hereafter ANC), is proposing to develop approximately seventy (70) acres of land referred as the Southern Expansion Site (mapped in Attachment A, Figure 1) to increase ANC's land area contiguous with the existing cemetery and expand its burial capacity to meet the demands of eligible Veterans into the future (hereafter Project; Department of Historic Resources [DHR] Review No. 2014-1094); and
- 2. WHEREAS**, ANC has determined that the proposed Project is an "undertaking" as defined in 36 C.F.R. § 800.16(y); and
- 3. WHEREAS**, ANC has consulted with the Virginia State Historic Preservation Officer, (hereafter SHPO) to define the area of potential effects (hereafter APE) for the Projects in accordance with 36 C.F.R. § 800.16(d) and identified the Project's direct, or physical APE as areas of ground disturbance, including areas of grading, cutting, and/or filling; areas where existing building and infrastructure removal will take place; and the indirect, or visual APE as the viewshed of all of the proposed construction associated with the Project (mapped in Attachment A, Figure 2); and
- 4. WHEREAS**, ANC, in consultation with the SHPO and the other Consulting Parties, has conducted efforts to identify historic properties located within the APE for the Project, as documented in the *Summary of Information for National Historic Preservation Act Section 106 Compliance, ANC Southern Expansion Project* and included as Attachment B of this Memorandum of Agreement (hereafter Agreement); and
- 5. WHEREAS**, ANC, in consultation with the SHPO and the other Consulting Parties, has determined that the Air Force Memorial (hereafter AFM; DHR Inventory No. 000-9821) located within ANC property is eligible for listing in the National Register of Historic Places (hereafter NRHP) under Criteria A and C, and under Criteria Considerations F and G; and
- 6. WHEREAS**, ANC, in consultation with the SHPO and the other Consulting Parties, has identified, in addition to the AFM, the following historic properties as defined in 36 C.F.R. § 800.16(l), as being located within the Project APE: ANC Historic District (DHR Inventory No. 000-0042); and
- 7. WHEREAS**, ANC, in consultation with the SHPO and the other Consulting Parties, has determined that the circa 1897 blue granite boundary wall (DHR Inventory No. 000-0042-0017; hereafter Boundary Wall), Patton Drive, and the Service Complex, all located

within ANC, contribute to the NRHP listed ANC Historic District for their association with the history and development of ANC; and

**8. WHEREAS**, ANC, in consultation with the SHPO and the other Consulting Parties, has determined that the Project will have an adverse effect upon the ANC Historic District by removing an estimated 2909-foot portion of the Boundary Wall, converting a portion of Patton Drive, from the South Gate to the current site of the Service Complex, into a pedestrian trail, and demolishing the Service Complex; and

**9. WHEREAS**, ANC, in consultation with the SHPO and the other Consulting Parties, has determined that the Project will have an adverse effect upon the AFM by converting Air Force Memorial Drive and parking spaces into a predominantly pedestrian area, enlarging and remodeling the guardhouse, relocating the dedication and founders walls (with quotes), and other changes to the resource's historic designed landscape; and

**10. WHEREAS**, ANC, in consultation with the SHPO and the other Consulting Parties, has sought to minimize adverse effects to historic properties by modifying the Project design after soliciting comments from the SHPO and the other Consulting Parties, which has resulted in the reduction of adverse effects on historic landscapes and the avoidance of impacts to historic properties; and

**11. WHEREAS**, ANC, in accordance with 36 C.F.R. § 800.6(c)(2)(i), has invited the Air Force District of Washington (hereafter AFDW), which manages the AFM, to participate as a signatory, and AFDW has accepted; and

**12. WHEREAS**, ANC, in accordance with 36 C.F.R. § 800.6(a)(1), has notified the Advisory Council on Historic Preservation (hereafter ACHP) of its adverse effect determination providing the specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii) in a letter dated 24 May 2019; and

**13. WHEREAS**, ANC, in accordance with 36 C.F.R. § 800.2(c)(2), has invited the following federally recognized Indian tribes, for which ANC may have religious and cultural significance, to participate in consultation on this Project: the Absentee-Shawnee Tribe of Indians of Oklahoma, Cayuga Nation, Delaware Tribe of Indians, Eastern Shawnee Tribe of Oklahoma, Oneida Indian Nation, Oneida Tribe of Indians of Wisconsin, Onondaga Indian Nation, Pamunkey Indian Tribe, Saint Regis Mohawk Tribe, Seneca-Cayuga Tribe of Oklahoma, Seneca Nation of New York, Shawnee Tribe, Tonawanda Band of Seneca Indians of New York, Tuscarora Nation, Cherokee Nation, Eastern Band of Cherokee Indians, United Keetoowah Band of Cherokee Indians, and the Catawba Indian Tribe; and

**14. WHEREAS**, the Catawba Indian Nation has indicated that they want to participate in consultation on this Project and other tribes invited have either declined or not responded; and

**15. WHEREAS**, ANC, in accordance with 36 C.F.R. § 800.2(c)(3), has identified and invited Arlington County to participate in consultation on this Project as the local government and to sign this Agreement as a concurring party in accordance with 36 C.F.R. § 800.6(c)(3) and Arlington County has agreed; and

**16. WHEREAS**, ANC, in accordance with 36 C.F.R. § 800.2(c)(5) has identified and invited the following organizations to participate in consultation on this Project: the U.S. Commission of Fine Arts, the National Capital Planning Commission, the National Park Service – George Washington Memorial Parkway, Washington Headquarters Service, AFDW, JBM-HH, the National Trust for Historic Preservation, Preservation Virginia (formerly the Association for the Preservation of Virginia Antiquities), the Arlington Historical Society, Inc., and the Historical Society of Washington DC; and

**17. WHEREAS**, Washington Headquarters Service, National Park Service – George Washington Memorial Parkway, Preservation Virginia, and the Historical Society of Washington DC have not indicated that they want to participate in consultation on this Project; and

**18. WHEREAS**, the U.S. Commission of Fine Arts, the National Capital Planning Commission, JBM-HH, the Arlington Historical Society, Inc., and the National Trust for Historic Preservation did participate in the development of the Agreement as Consulting Parties (referenced herein by name, as Consulting Party or collectively as Consulting Parties); and

**19. WHEREAS**, ANC has responded to the interests of Consulting Parties and the public through a series of meetings (27 April 2016, 21 September 2017, 22 August 2018, 11 March 2019, 12 April 2019), and site visits (October 2014, 22 August 2018, 18 December 2018), and has provided studies of the potential effects of the Project to historic properties to the SHPO and the other Consulting Parties, and

**20. WHEREAS**, ANC has sought and considered the views of the public on this undertaking as evidenced by a public notice and publication of a draft Environmental Assessment (hereafter EA) released 18 August 2018 prepared and issued as part of ANC's compliance with the National Environmental Policy Act, that describes potential effects to historic properties and requests the public's comments and ANC held a public meeting on 22 August, 2018 to solicit comments. ANC received these comments over a thirty (30)-day period, and replied to them as documented in the EA;

**NOW, THEREFORE**, ANC, AFDW, and SHPO agree that the Project shall be implemented in accordance with the following stipulations in order to take into account the effect of the Project on historic properties.

## STIPULATIONS

ANC shall ensure that the following stipulations are implemented:

**I. Documentation of the Boundary Wall (DHR Inventory No. 000-0042-0017), Air Force Memorial (DHR Inventory No. 000-9621), Service Complex, and ANC Historic District (DHR Inventory No. 000-0042) Landscape.**

A. Within six (6) months of the execution of this Agreement, and before any demolition is to occur for the Project, ANC shall update documentation of the estimated 2909-foot portion of the Boundary Wall that will be demolished as a result of the Project. The documentation shall include, at a minimum, the following:

1. Documentation of the exact, to the degree reasonably possible, dates of construction, modification, and repair of the various sections of the wall to be demolished by the Project. Sources consulted to include, but not be limited to: ANC archives, US Army Corps of Engineers (Norfolk and Baltimore Districts), National Archives, Library of Congress, and USGS aerial photography.
2. Petrographic identification of the type of stone used in various parts of the wall to be demolished in the Project, and identification of quarries.
3. Copies of historic photographs and maps showing the Boundary Wall.

B. Within six (6) months of execution of this Agreement, and before any construction is to occur for the project, ANC shall document the approximately nine (9)-acre area of the Service Complex. The documentation shall include, at a minimum, the following:

1. Three and a half by five inch (3.5" X 5") black and white photographic prints of the exteriors and interiors of the buildings, and tagged image format files on archival quality disks.
2. Copies of construction plans for buildings in the Service Complex.
3. Site plan of the Service Complex.
4. Completion of DHR Reconnaissance (Phase I) Level Architectural Survey Forms for each of the buildings and structures in the Service Complex. ANC shall also enter the survey information electronically into DHR's Virginia Cultural Resources Inventory System (V-CRIS).



C. Within six (6) months of execution of this Agreement, and before any construction is to occur for the project, ANC shall document the approximately 1.7-acre area of the Air Force Memorial proposed for conversion to burial and pedestrian space.

1. The documentation shall include the circle drive, the landscaping, the western wall barrier, the left front flags and dedication.
2. The documentation shall meet the standards of Historic American Building Survey/Historic American Engineering Record/Historic American Landscape Survey (HABS/HAER/HALS) Level III (Federal Register / Vol. 68, No. 139 / Monday, July 21, 2003).
3. ANC shall submit the documentation to the HABS/HAER/HALS program for review, and deposit in the Library of Congress upon acceptance.

D. ANC shall provide the SHPO with the draft documentation on the Boundary Wall, Air Force Memorial, and Service Complex for review and approval and the other Consulting Parties for review and comment. The SHPO and the Consulting Parties shall have thirty (30) days to comment on the documentation. ANC shall consider, and incorporate them into the final draft as appropriate, all comments received on the documentation. If the SHPO or any Consulting Party does not respond within the thirty (30)-day review period ANC may assume that the non-responsive party has no comment. Demolition of the Boundary Wall shall not proceed until the documentation has been approved by SHPO, unless thirty (30) days have passed without comment from the SHPO.

E. Once the final documentation for the Boundary Wall, Air Force Memorial, and Service Complex has been approved by the SHPO, ANC shall provide the SHPO with one (1) bound archival hardcopy and one (1) electronic copy on disc of the documentation, and one (1) copy of the documentation the Consulting Parties in a format of the receiver's choice. ANC shall also provide one (1) hardcopy to the main Arlington County library for dissemination to the public. Within three (3) months of approval of the documentation by the SHPO, ANC shall also post electronic copies of the documentation on the ANC website. ANC shall provide the SHPO and the other Consulting Parties' confirmations in writing that the terms of this stipulation have been completed.

## **II. Repair of the Boundary Wall (DHR Inventory No. 000-0042-0017) and Reuse of Salvaged Stone in the New Wall.**

A. During the demolition of the Boundary Wall, ANC shall carefully salvage and store reasonably reusable "blue granite" of the 1897 portion of the Boundary Wall for reuse in the repairs of the remaining sections of the 1897 boundary feature. Specifications for the storage and reuse of the materials from the

deconstructed Boundary Wall are given in Attachment C, Section 02 42 91  
"Removal and Salvage of Historic Building Materials", 1.1.2.

**B.** Pursuant to Stipulation XII, below, ANC shall conduct repairs or reconstruction, as necessary, of the remaining Boundary Wall within the Project using methods and measures specified in Attachment C, Section 04 01 00.91  
"Restoration and Cleaning of Masonry in Historic Structures."

### **III. Mitigation Through Interpretation**

**A.** Pursuant to Stipulation XII, below, ANC shall develop a page for its web site documenting cemetery expansions since its founding.

**B.** Pursuant to Stipulation XII, below, ANC shall install an interpretive sign at the intersection of Clayton and Jessup Drives documenting the location, purposes, and composition of the Freeman's Village.

**C.** Pursuant to Stipulation XII, below, ANC shall develop interpretation showing the original design of the AFM including the Air Force Memorial Drive, circle drive, landscaping, barrier wall, front entrance, flags, and dedication inscription at a location agreed upon with AFDW which may be in the form of a sign at the site, or in some electronic media.

### **IV. Consultation on Design**

**A.** In developing final designs for conversion of the AFM access road and parking lot into cemetery areas ANC shall consult with the AFDW, the SHPO, and the other Consulting Parties on elements important to the symbolism and design of the Air Force Memorial.

**B.** ANC, in consultation with AFDW, the SHPO, and the other Consulting Parties, shall consider the preservation of and/or the best treatments for the following elements, identified in Attachment C, in designing the modification of the AFM site:

1. Air Force Flag and Pole - Whether they can remain either with the US Flag or can still be displayed at the AFM site.
2. Aviation Pioneers Wall sections engraved with the names Arnold, Mitchell, and Spaatz at the west side of the entrance drive shall be moved east to the most appropriate location, but shall remain intact and facing the Presidential quotes, in keeping with the site's design intent.
3. Presidents Wall engraved with presidential quotes shall remain intact where presently located.

4. AFM Dedication Wall west of the entrance drive shall move east and remain intact perpendicular with the Aviation Pioneers Wall unless a more appropriate location is identified and agreed to by AFDW.

## **V. Post Review Discoveries**

ANC shall ensure that the provisions in this Stipulation shall be included as a stipulation of all Project operations and contracts involving ground disturbance. Basic procedures and contact information shall be provided to project managers and supervisory contractors for on-site reference.

A. If previously unidentified, or unanticipated effects, to historic properties are discovered during excavation, construction, or utility installation, the supervisor shall immediately halt the excavation in the immediate area of the finding and notify the ANC Chief Engineer and Cultural Resources Manager (CRM) of the discovery and implement interim measures (e.g., surveillance, concealment) to protect the discovery from looting and vandalism. Discarded headstones and other items resulting from the routine operation of ANC which may be found shall not be regarded as "historic properties" for the purposes of this Agreement.

B. Immediately upon receipt of the notification required in Stipulation V.A., above, the CRM shall:

1. Inspect the work site to determine the extent of the discovery and ensure that the project manager and contractor supervisors know that construction activities with the potential to affect the historic property in question must be halted as a legal and contractual requirement;
2. Clearly mark the area of discovery and establish a fifty (50)-foot buffer between the discovery and ground disturbing activities;
3. Implement additional measures, e.g., surveillance or concealment as appropriate, to protect the discovery from looting and vandalism;
4. Have a professional archaeologist inspect the construction site to determine the extent of the discovery and provide recommendations regarding its NRHP eligibility and treatment; and
5. Within forty-eight (48) hours of the discovery ANC shall notify the SHPO and other Consulting Parties, as appropriate, of the discovery and describe the measures that shall be implemented within five (5) working days.

C. Upon receipt of the information required above, ANC shall provide the SHPO and other Consulting Parties with its assessment of the NRHP eligibility of the discovery and the measures proposed to resolve adverse effects. In making its evaluation, ANC in consultation with the SHPO may assume the discovery to be NRHP eligible for the purposes of Section 106. The SHPO and other Consulting Parties shall respond to the ANC assessment within forty-eight (48) hours of receipt.

D. ANC shall take into account the SHPO's, and other Consulting Parties' recommendations on eligibility and treatment of the discovery and carry out any appropriate required actions. ANC shall provide the SHPO and other Consulting Parties with a report on the actions within two weeks of implementation.

E. Construction activities may resume in the area of the discovery once the Chief Engineer has determined that implementation of the actions undertaken to address the discovery pursuant to this Stipulation are complete.

F. Any disputes over the evaluation or treatment of previously unidentified historic properties shall be resolved in accordance with Stipulation X ("Dispute Resolution") of this Agreement.

#### **VI. Unidentified Human Remains Dating Prior to the Establishment of Arlington National Cemetery**

A. ANC shall make all reasonable efforts to avoid disturbing non-ANC gravesites. ANC shall treat these in a manner consistent with the ACHP "Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects" (February 23, 2007; <http://www.achp.gov/docs/hrpolicy0207.pdf>) or ACHP policy in effect at the time remains and funerary artifacts are handled.

B. If the remains are determined to be of Native American origin, ANC shall comply with the provisions of the Native American Graves Protection and Repatriation Act (hereafter NAGPRA) (25 U.S.C. Sec 3001 et seq.).

C. If the unidentified non-ANC remains are determined not to be of Native American origin, ANC shall consult with the SHPO and other appropriate Consulting Parties. Prior to the archaeological excavation of any remains, the following information shall be submitted to the SHPO and other appropriate Consulting Parties for consultation:

1. The name of the property or archaeological site and the specific location from which the recovery is proposed. If the recovery is from a known historic property, a state-issued site number must be included.
2. Indication of whether a waiver of public notice is requested and why. If a waiver is not requested, a copy of the public notice (to be published in a newspaper having general circulation in the area for a minimum of four weeks prior to



recovery) must be submitted.

3. A copy of the curriculum vita of the skeletal biologist who shall perform the analysis of the remains.
4. A statement that the treatment of human skeletal remains and associated artifacts shall be respectful.
5. An expected timetable for excavation, osteological analysis, preparation of final report, and final disposition of remains.
6. A statement of the goals and objectives of the removal (to include both excavation and osteological analysis).
7. If a disposition other than reburial is proposed, a statement of justification.

**D.** ANC shall use reasonable efforts to ensure that the general public is excluded from viewing any Native American or other human remains or associated funerary artifacts. The parties to this Agreement shall release no photographs of any human remains or associated funerary artifacts to the press or general public subject to the requirements of the federal Freedom of Information Act, 16 U.S.C. 470w-3 of the National Historic Preservation Act, and other laws as applicable. ANC shall notify the appropriate federally-recognized Tribe(s) and/or state recognized tribes when burials, human skeletal remains, or funerary artifacts are encountered on the project, prior to any analysis or recovery. ANC shall deliver any Native American Indian human skeletal remains and associated funerary artifacts recovered pursuant to this Agreement to the appropriate tribe requesting their repatriation. The disposition of any other human skeletal remains and associated funerary artifacts shall be determined in consultation with the SHPO and other appropriate Consulting Parties.

## **VII. Professional Qualifications**

All historical, archaeological, and architectural surveys, studies or treatment actions 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 *Historic Preservation Professional Qualifications Standards* (62 FR 33708-33722) in the appropriate discipline.

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

**A:** All archaeological studies, architectural survey, technical reports, and treatment plans prepared pursuant to the 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* (September 2017), 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 and the other Consulting Parties agree to provide comments to ANC on all technical materials, findings, and other documentation arising from this Agreement within thirty (30) calendar days of receipt unless otherwise specified. If no comments are received from the SHPO or any Consulting Party within the thirty (30)-calendar-days review period or period otherwise specified, ANC may assume that the non-responsive party has no comment. ANC shall take into consideration all comments received in writing from the SHPO and any Consulting Party to this Agreement within the thirty (30)-calendar-day review period.

C. ANC shall provide the SHPO two (2) copies (one (1) hard copy and one (1) in Adobe Acrobat format (PDF) on compact disk) of all final reports prepared pursuant to this Agreement. ANC shall also provide Consulting Parties 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 ANC in writing prior to the completion of construction of the Project.

#### **IX. Curation Standards**

ANC shall ensure that all original archaeological records (research notes, field records, maps, drawings, and photographic records) and all archaeological collections recovered from ANC property produced as a result of implementing the Stipulations of this Agreement are maintained in accordance with 36 C.F.R. § 79, *Curation of Federally Owned and Administered Archaeological Collections*.

#### **X. Dispute Resolution**

##### **A. Objections by a Signatory or Consulting Party**

1. Should any Signatory or Consulting Party to this Agreement object in writing to ANC regarding any plans provided for review pursuant to this Agreement, or should Signatory or Consulting Party to this Agreement object in writing to ANC regarding the manner in which measures stipulated in this Agreement are being implemented, ANC shall first consult with the objecting party to resolve the objection. If ANC determines that the objection cannot be resolved through such consultation, ANC shall then consult with the Signatories and Consulting Parties to resolve the objection. If ANC then determines that the objection cannot be resolved through consultation, ANC shall forward all documentation relevant to the objection to the ACHP, including ANC's proposed response to the objection. Within forty-five (45) calendar days after receipt of all pertinent documentation, the ACHP shall exercise one (1) of the following options:

- a. Advise ANC that the ACHP concurs with the ANC's proposed response to the objection, whereupon ANC shall respond to the objection accordingly; or
  - b. Provide ANC with recommendations, which ANC shall take into account in reaching a final decision regarding its response to the objection; or
  - c. Notify ANC that the objection shall be referred for comment pursuant to 36 C.F.R. § 800.7(a)(4), and proceed to refer the objection and comment. ANC shall take the resulting comment into account in accordance with 36 C.F.R. § 800.7(c)(4).
2. Should the ACHP not exercise one (1) of the above options within forty-five (45) calendar days after receipt of all pertinent documentation, ANC may assume the ACHP's concurrence in its proposed response to the objection.
  3. The ANC shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; ANC's responsibility to carry out all actions under this Agreement that are not the subjects of the objection shall remain unchanged.

**B.** At any time during the implementation of the measures stipulated in this Agreement, should a member of the public object to ANC regarding the manner in which the measures stipulated in this Agreement are being implemented, ANC shall notify the Signatories and consult with the objector, taking their comments into consideration. The Signatories may request that the ANC notify the Consulting Parties to this Agreement about the objection as well.

## **XI. Efficient Communications**

In accordance with Executive Order 13563 "Improving Regulation and Regulatory Review," and Executive Order 13589 "Promoting Efficient Spending," communications between signatories and concurring parties of this Agreement, and Consulting Parties discussed herein shall be in electronic form whenever practicable, permitted by law, and consistent with applicable records retention requirements. Unless the Consulting Party specifically requests the materials in another form (i.e., mail/hard copy).

## **XII. Timeframe for Completion of Mitigation and Review Process**

**A.** Unless otherwise specified in this Agreement, ANC shall complete the required mitigation measures within three (3) years of execution of this Agreement.

**B.** ANC shall submit to AFDW, the SHPO, and the Consulting Parties drafts of all documentation materials, design plans and/or specifications, interpretive measures, and

other items associated with Stipulations I through IV, above, for a thirty (30)-day review and comment period.

C. The AFDW, the SHPO, and the Consulting Parties agree to provide comments to the ANC on all technical materials, findings, and other documentation arising from this Agreement within thirty (30)-days of receipt unless otherwise specified in this Agreement.

D. ANC shall take into consideration all comments received in writing from AFDW, the SHPO, and Consulting Parties received within the thirty (30)-day review period.

E. If no comments are received from AFDW, the SHPO or a Consulting Party within the thirty (30)-day review period, ANC may assume that the non-responsive party has no comment.

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

A. In accordance with 36 CFR §§ 800.6(c)(1) and (7), any Signatory may propose in writing to ANC that the Agreement be amended, whereupon ANC shall consult with the other signatories to consider such an amendment. 36 C.F.R. § 800.6(c)(7) shall govern the execution of any such amendment. Any Signatory may terminate it in accordance with the provisions of 36 C.F.R. §§ 800.6(c)(1) and (8).

B. If ANC decides it will not proceed with the Project, it may so notify the 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, ANC shall submit to the SHPO a technical report on the results of any archaeological investigations conducted prior to and including the date of termination, and shall ensure that any associated collections and records recovered are curated in accordance with Stipulation IX of this Agreement.

D. In the event of termination, ANC shall either execute a memorandum of agreement with the Signatories under 36 C.F.R. § 800.6(c)(1) or request the comments of the ACHP under 36 C.F.R. § 800.7(a).

### **XIV. Anti-Deficiency Act**

ANC's future efforts to execute requirements arising from the stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs the ANC's ability to implement the stipulations of this Agreement, ANC shall consult in accordance with the amendment and termination procedures found at Stipulation XIII of this Agreement. No provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. § 1341.



## **XV. Duration**

This Agreement shall continue in full force and effect until five (5) years after the date of the last signature of a Signatory. At any time in the six (6)-month period prior to such date, ANC may request that the Signatories consider an extension of this Agreement, e.g., until implementation is satisfactory per Stipulation XII. No extension or modification shall be effective unless all Signatories have agreed with it in writing.

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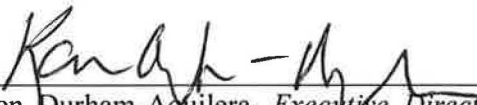
## XVI. Signatures

This Agreement may be executed in counterparts, with a separate page for each Signatory. Separate pages may also be provided for each concurring party. ANC shall ensure that each Signatory and Consulting Party is provided with a copy of the fully executed Agreement.

Execution of this Agreement by ANC and the SHPO, and its submission to the ACHP in accordance with 36 C.F.R. § 800.6(b)(1)(iv) shall, pursuant to 36 C.F.R. § 800.6(c), be considered to be an agreement with the ACHP for the purposes of Section 106 of the National Historic Preservation Act (16 U.S.C. § 470). Execution and submission of this Agreement and implementation of its terms, evidence that ANC has afforded the ACHP an opportunity to comment on the proposed undertaking and its potential effects on historic properties, and that ANC has taken into account the potential effects of the Project on historic properties.

### SIGNATORIES:

#### ARLINGTON NATIONAL CEMETERY

By:  Date: **NOV 15 2019**  
Karen Durham-Aguilera, *Executive Director, Army National Military Cemeteries and Arlington National Cemetery*

#### VIRGINIA STATE HISTORIC PRESERVATION OFFICER

By:  Date: **12-2-19**  
Julie Langan, *Director, Virginia Department of Historic Resources*

### INVITED SIGNATORY

#### AIR FORCE DISTRICT OF WASHINGTON

By:  Date: **14 November 2019**  
Ricky N. Rupp Major General USAF *Commander, Air Force District of Washington*

CONCURRING:

ARLINGTON COUNTY, VIRGINIA

By: Mark J. Schwartz Date: January 27, 2020  
Mark J. Schwartz, *County Manager*

CATAWBA INDIAN NATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bill Harris, *Chief*

PAMUNKEY INDIAN TRIBE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Gray, *Chief*

ARLINGTON HISTORICAL SOCIETY, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

CONCURRING:

ARLINGTON COUNTY, VIRGINIA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark J. Schwartz, *County Manager*

CATAWBA INDIAN NATION

By: Bill Harris Date: 1-10-20  
Bill Harris, *Chief*

Wenonah J. Abie, DO (CIN-THP) 12/19/19

PAMUNKEY INDIAN TRIBE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Gray, *Chief*

ARLINGTON HISTORICAL SOCIETY, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_



CONCURRING:

ARLINGTON COUNTY, VIRGINIA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark J. Schwartz, *County Manager*

CATAWBA INDIAN NATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bill Harris, *Chief*

PAMUNKEY INDIAN TRIBE

By: \_\_\_\_\_ Date: 1/2/20  
Robert Gray, *Chief*

ARLINGTON HISTORICAL SOCIETY, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

# ATTACHMENT A

3 December 2018



Figure 1 Proposed Southern Expansion Design

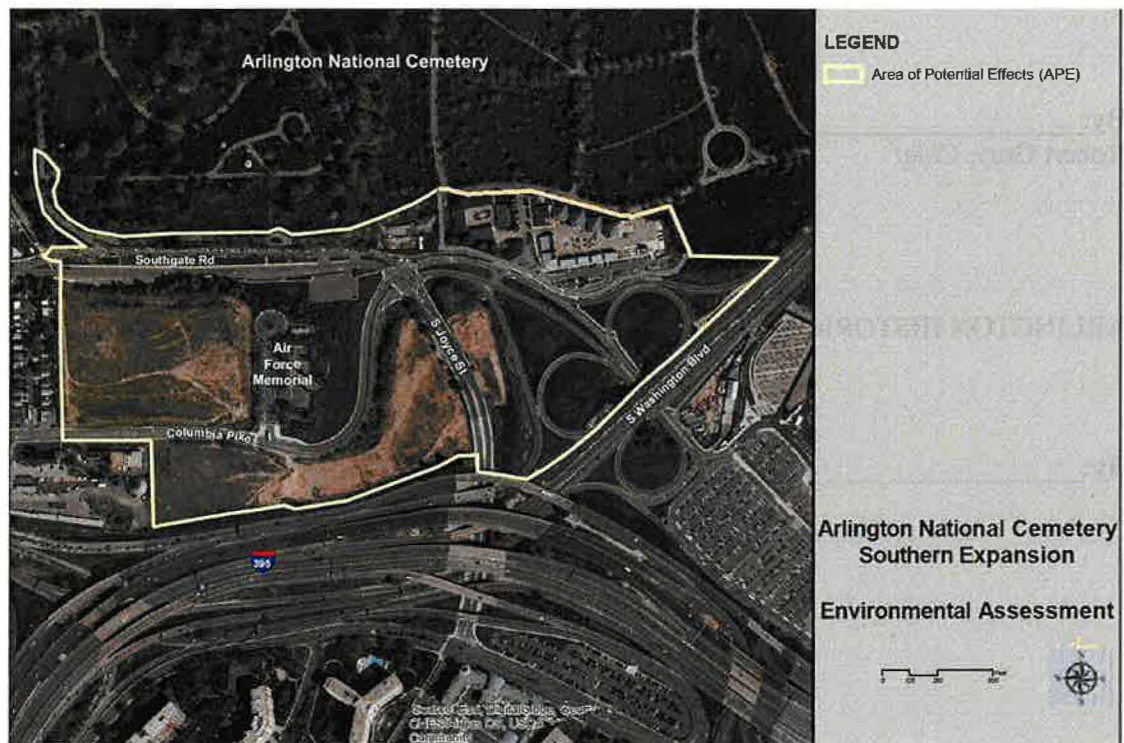


Figure 2 Southern Expansion Site & Physical APE

## ATTACHMENT B

### *Summary of Information for National Historic Preservation Act Section 106 Compliance, ANC Southern Expansion Project*

ARCHAEOLOGICAL AND HISTORICAL EVALUATIONS FOR THE ARLINGTON NATIONAL CEMETERY SOUTHERN EXPANSION PROJECT, Arlington County, Virginia. John H. Haynes, US Army Corps of Engineers, Norfolk, Virginia, December 2016.

The past and current land use, geological, and historic contexts of the project area for the Arlington National Cemetery Southern Expansion (ANCSE) project, along with data from geotechnical and hazardous materials site investigations were examined to assess the archaeological potential of the area. Past archaeological investigations in and near the area were also reviewed. There are no archaeological sites recorded in the project Area of Potential Effect (APE) for ground disturbance. A previous archaeological survey on the portion of the APE south of Columbia Pike recovered no archaeological artifacts, and found the ground there to have been disturbed. This study concludes that due to heavy ground disturbance beginning in the 1940's it is highly unlikely that any archaeological sites eligible for listing in the National Register of Historic Places (NRHP) could exist in the ground disturbance APE of any of the action alternatives for the ANCSE project. Therefore, there would be no adverse effects to NRHP eligible or listed archaeological sites.

ARLINGTON NATIONAL CEMETERY SOUTHERN EXPANSION SITE – VIEWSHED STUDY AND IMPACT ASSESSMENT, Robert Wanner EAC/A, Inc., November 2016.

EAC/Archaeology, Inc. (EAC/A) prepared a viewshed study to identify the following for the Arlington National Cemetery (ANC) Southern Expansion Project: a preliminary Visual Area of Potential Effect (APE), historic resources within that preliminary Visual APE and vantage points for the evaluation of the visual impact of the proposed work. Following the acceptance of the Preferred Alternative, an Impact Assessment was made which is included in this report. This report documents the methodology and the results of this viewshed study, and presents the findings of the impact assessment. This report finds that there would be no adverse effects to any of the historic properties within the viewshed of the proposed work.

AIR FORCE MEMORIAL: PHYSICAL DESCRIPTION, BACKGROUND RESEARCH, AND EVALUATION OF ELIGIBILITY FOR THE NATIONAL REGISTER OF HISTORIC PLACES EAC/A, Inc., December 2018



EAC/Archaeology, Inc. (EAC/A) prepared a report to determine the eligibility or ineligibility of the Air Force Memorial (AFM) in Alexandria, Virginia, for listing in the National Register of Historic Places (NRHP). Plans for the Arlington National Cemetery Southern Expansion (ANCSE) project include proposed changes to the AFM. The primary purpose of this study was to prepare a National Register of Historic Places determination of eligibility for the AFM, which is required by the National Historic Preservation Act.

The AFM's exceptional significance stems from its evocative design which depicts flight, while also commemorating Air Force Medal of Honor recipients and the ideals of the Air Force. Most notable are the three soaring stainless-steel spires rising high above the landscape and visible from miles distant. The three spires capture the essence of the Air Force Thunderbird bomb blast maneuver in a very masterful way. The exceptional visual character of the memorial symbolizes the spirit of the United States Air Force and exhibits the high artistic values that architect James Freed articulated with this memorial. It was his last work. He died in December of 2005, shortly before the AFM was completed. The Memorial is considered one of his major works, along with the Jacob K. Javits Convention Center in New York City and the San Francisco Main Public Library. In Washington DC, his buildings include the Ronald Reagan Building and International Trade Center, and the United States Holocaust Memorial Museum.

Because the guard house, access road, parking lot and associated landscaping were included in the original (circa 2004) construction plans for the AFM, EAC/A concluded that these elements contribute to the significance of the historic district. While 36 CFR 60 states that properties primarily commemorative in intent are not normally considered NRHP eligible, the AFM is exceptionally significant, because of its outstanding artistic merit and because it is the only property that commemorates Air Force contributions and memorializes their sacrifices, and meets Criteria Consideration F, the exception to that rule.

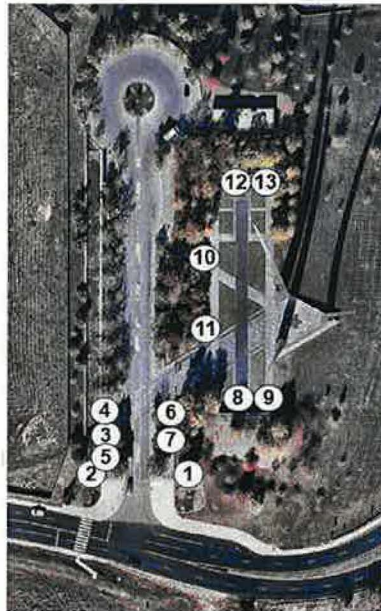
#### ARLINGTON NATIONAL CEMETERY SOUTHERN EXPANSION – BOUNDARY WALL EVALUATION, BELL Architects, PC, Washington DC, October 2016

The document gives a detailed history of the expansion of Arlington National Cemetery as it relates to the southern section of the boundary wall subject to effects of the Southern Expansion project. It evaluates the integrity of the boundary wall and adjacent streets within the cemetery. In appendices sections of the boundary wall are identified for the dates of their construction and modification, integrity, and photography of the entire section that may be affected by the Southern Expansion project. While noting some deterioration and modifications of the wall the report concludes that the wall retains integrity, but terms relocation of the boundary wall as a potential adverse effect. The report identifies Patton Drive as retaining.



## ATTACHMENT C

# Location of Engravings at the AF Memorial



### AIR FORCE MEMORIAL ENGRAVING PRESERVATION

1. USAF Inscription at front right entrance
2. AFM dedication at front left entrance
3. Brig Gen Mitchell quote, left side Memorial Drive
4. General Spaatz quote, left side Memorial Drive
5. General Arnold quote, left side Memorial Drive
6. President Bush quote, right side Memorial Drive
7. President Reagan quote, right side Memorial Drive
8. Core Values panels, Honor Guard Statues
9. Core Values panels, Honor Guard Statues
10. AFMIF Panel, on walkway to spires
11. AFMIF Panel, on walkway to spires
12. MoH Recipient panels, Missing Man Formation
13. MoH Recipient panels, Missing Man Formation

