

# APPENDIX F

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Programmatic Agreement

**PROGRAMMATIC AGREEMENT  
AMONG THE FEDERAL HIGHWAY ADMINISTRATION,  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICER,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION  
REGARDING THE MARTINSVILLE SOUTHERN CONNECTOR  
HENRY COUNTY AND THE CITY OF MARTINSVILLE, VIRGINIA**

**RECITALS**

**WHEREAS**, the Virginia Department of Transportation (VDOT) and the Federal Highway Administration (FHWA) propose to construct a limited-access facility between the Route 58/220 By-pass, on the south side of the City of Martinsville, and the North Carolina state line for a distance of approximately seven (7) miles. The Martinsville-Southern Connector would accommodate regional and local traffic, as well as address geometric deficiencies and inconsistencies (VDOT Project No. 0220-044-052; UPC: 110916; Virginia Department of Historic Resources [DHR] File No. 2019-0226), hereinafter referred to as “Project”; and

**WHEREAS**, studies contributing to the development and selection of alternatives for the Project were initiated in 2019, as summarized in Attachment 1; and

**WHEREAS**, on February 25, 2020, the Federal Highway Administration (FHWA) approved a Draft Environmental Impact Statement (Draft EIS) for the Project which examined a no-build and three (3) build alternatives for the proposed improvements; and

**WHEREAS**, VDOT held Citizen Information Meetings in the Community of Ridgeway on May 8, 2018 and January 23, 2019; a Location Public Hearing August 15, 2019, for the purpose of providing the public the opportunity to comment on the study; and an opportunity to comment on the Draft EIS beginning on March 6, 2020, and a Public Hearing on September 1, 2020; and

**WHEREAS**, after consideration of the comments received from the public and local governments, federal agencies, and localities cooperating with the FHWA and VDOT on the Draft EIS, the Commonwealth Transportation Board (CTB) approved Alternative C as the location of the Project by resolution dated January 15, 2020 while directing VDOT to further analyze Alternative C to evaluate whether adjustments can measurably reduce impacts to properties as requested by Henry County and still result in a permissible project; and

**WHEREAS**, Alternative C has been refined and would provide improvements to Rt. 220 beginning at the North Carolina state line up to existing Rt. 220 north of Ridgeway where it would shift to new alignment up to a new existing interchange west of the existing interchange with Rt. 58., and would create a consistent divided highway with grass median with two (2) travel lanes in each direction; and

**WHEREAS**, the VDOT has received Federal financial assistance for the Project from the FHWA to conduct the study; and

**WHEREAS**, pursuant to Section 10 of the Rivers and Harbors Appropriations Act of 1899 (33 U.S.C. 401 and 403) and Section 404 of the Clean Water Act of 1973 (33 U.S.C. 1344), a Department of the Army permit would be required from the Corps of Engineers (Corps) for the Project; and

**WHEREAS**, the Corps has designated the FHWA as the lead federal agency to fulfill federal responsibilities under Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. 306108) for the Project, pursuant to Stipulation I.A of the *Programmatic Agreement among the Federal Highway Administration, the U.S. Army Corps of Engineers, Norfolk District, the Tennessee Valley Authority, the Advisory Council on Historic Preservation, the Virginia State Historic Preservation Officer, and the Virginia Department of Transportation Regarding Transportation Undertakings Subject To Section 106 of the National Historic Preservation Act of 1966*, executed August 2, 2016 (2016 Federal PA); 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 Stipulation II.B of the 2016 Federal PA, including the initiation of the Section 106 process, identification of historic properties, and assessment and resolution of adverse effects; and

**WHEREAS**, for the purpose of identifying historic properties that might be affected by the Project, the VDOT, in consultation with the SHPO and other consulting parties, defined the Area of Potential Effects (APE) for the Project in accordance with 36 C.F.R. 800.4(a)(1) [as described and depicted in the reports *Phase IA Archaeology Assessment* [July 2019], *Martinsville Southern Connector Study, Phase IA Archaeological Assessment for the Proposed Rt. 220 Martinsville Southern Connector* [June 22, 2020], *Martinsville Southern Connector Study, Architectural History Survey* [July 2019], and *Management Summary for an Architectural Survey of Martinsville Southern Connector Study* [June 22, 2020]; the APE for direct effects consists of a four hundred (400)-foot-wide Study Area Corridor associated with each build alternative. Due to the fact that a majority of the project will be new alignment, the indirect effects APE includes the entire parcel boundary, in those areas with denser development, the indirect effects APE will include a parcel and a half from the direct effects APE; and

**WHEREAS**, the VDOT, in consultation with the SHPO and other consulting parties, has completed studies to identify all buildings, structures, and non-archaeological sites, districts, and objects meeting the criteria for listing on the National Register of Historic Places (NRHP) located with the Project's APE; the VDOT conveyed its findings, discussed in the reports

*Martinsville Southern Connector Study, Architectural History Survey* [July 2019], to the SHPO and other consulting parties via a letter dated September 19, 2019; and *Management Summary for an Architectural Survey of Martinsville Southern Connector Study* [June 22, 2020], and letter dated August 14, 2020; and the SHPO concurred with these findings in letters dated October 7, 2019, and August 27, 2020, respectively; and

**WHEREAS**, the VDOT, in consultation with the SHPO and other consulting parties, has identified with the Project's APE the five (5) buildings, structures, and non-archaeological sites, districts, and objects listed in Attachment A that are either listed in the NRHP or determined eligible for listing; and

**WHEREAS**, the VDOT, in consultation with the SHPO and other consulting parties, has applied the criteria of adverse effect to the historic properties listed in Attachment A, in accordance with 36 C.F.R. 800.5, and determined that none of these properties will be adversely affected by the Project, and conveyed its findings to the SHPO and other consulting parties by letter dated August 14, 2020, and in a letter dated August 27, 2020, the SHPO withheld concurrence until execution of the programmatic agreement; and

**WHEREAS**, the VDOT, in consultation with the SHPO and other consulting parties, has initiated studies to identify within the Project's APE archaeological sites and archaeological districts meeting the criteria for listing on the NRHP; the VDOT conveyed its initial findings, described in the reports *Phase IA Archaeology Assessment* [July 2019], to the SHPO and other consulting parties by letters dated September 19, 2019; and *Martinsville Southern Connector Study, Phase IA Archaeological Assessment for the Proposed Rt. 220 Martinsville Southern Connector* [June 22, 2020] in a letter dated August 14, 2020; and SHPO concurred with these findings in letters dated October 7, 2019 and August 27, 2020, respectively.

**WHEREAS**, under the terms of this Programmatic Agreement (Agreement), VDOT will have responsibility for ensuring completion of the remaining actions necessary to identify archaeological sites within the Project's direct effects APE and assessing adverse effect to architectural properties and archaeological sites listed in or eligible for listing in the NRHP; and

**WHEREAS**, the VDOT notified the Advisory Council on Historic Preservation (ACHP) via the e106 form dated February 24, 2020, of the potential adverse effect of the Project pursuant to 36 C.F.R. 800.6(a)(1), and the ACHP chose to participate in consultation by letter dated February 25, 2020; and

**WHEREAS**, the FHWA provided the Federally recognized Indian tribes the Catawaba Indian Nation, the Chickahominy Indian Tribe, Chickahominy Indian Tribe/Eastern Division, Delaware Nation, Monacan Indian Nation, Nansemond Indian Nation, Pamunkey Indian Tribe, Rappahannock Tribe, and the Upper Mattaponi Indian Tribe the opportunity to participate in the Section 106 process for the Project as consulting parties pursuant to 36 C.F.R. 800.2(c)(2)(ii) by letters dated April 12, 2019; none of the tribes responded; however, in August 2020, the Pamunkey Indian Tribe requested to be added as a consulting party for the project; and

**WHEREAS**, the VDOT on behalf of the FHWA, provided the City of Martinsville, Henry County, and the Town of Ridgeway the opportunity to participate in the Section 106 process for the Project as consulting parties pursuant to 36 C.F.R. 800.2(c)(3) by letters dated April 8, 2019; the VDOT received no replies from the localities to participate as a consulting party; and

**WHEREAS**, the VDOT participated in this consultation pursuant to 36 C.F.R. 800.2(c)(4) and the 2016 Federal PA and, in accordance with 36 C.F.R. 800.6(c)(2)(iii) and Paragraph II.B.4.c.vi of the 2016 Federal PA, will be a Signatory to this Agreement; and

**WHEREAS**, the VDOT, on behalf of the FHWA, provided the parties listed in Attachment B the opportunity to participate in this consultation pursuant to 36 C.F.R. 800.2(c)(5) by letters dated April 8, 2019, and the Martinsville-Henry County Historical Society (Historical Society) responded that they would participate in consultation; and

**WHEREAS**, the Martinsville-Henry County Historical Society and the Pamunkey Indian Tribe (herein referred to collectively as the "Consulting Parties") have been invited by the FHWA to concur in this Agreement; and

**WHEREAS**, the public has been afforded the opportunity to comment on the Project as Citizen Information Meetings held in May 2018, and January and August 2019, and September 2020 at the aforementioned location for Public Meetings; and

**WHEREAS**, this Agreement contains Stipulations to ensure that all commitments on consultation and avoidance, minimization, or mitigation of Project effects contained herein are implemented if the VDOT engages a Design/Build Contractor or Public-Private Transportation Act (PPTA) Concessionaire to design or construct the Project.

**NOW, THEREFORE**, the FHWA, the SHPO, the ACHP, and the VDOT (herein referred to collectively as "Signatories") agree that the Project shall be implemented in accordance with the following stipulation 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. Consideration of Historic Properties in Project Design

#### A. Design Commitments for Avoidance of Adverse Effects to Belleview (DHR Inventory No. 044-0002) and Marrowbone (DHR Inventory No. 044-0009)

1. All work for the Project shall avoid encroaching on the boundaries of Belleview as identified in the NRHP nomination and the boundaries for Marrowbone as identified in Virginia Cultural Resource Inventory System (VCRIS).

2. The design noise analysis VDOT shall conduct for the Project will follow VDOT's *Highway Traffic Noise Impact Analysis Guidance Manual* (July 2015, or any revisions or replacement thereto) and shall be in conformance with the federal highway traffic noise impact analysis and abatement regulations, procedures, and guidance mandated by FHWA (23 C.F.R. 772). VDOT shall provide the SHPO, Henry County, and the Historical Society the draft final design noise report for the Project for review and comment after FHWA concurs with the draft. If the final design noise study indicates that noise abatement measures are warranted for the Project in the vicinity of the Belleview and Marrowbone properties, and installation of a noise barrier is found to meet the criteria established in VDOT's *Highway Traffic Noise Impact Analysis Guidance Manual*, VDOT shall consult with the SHPO and Henry County, and the Historical Society on the aesthetic treatment of the barrier (e.g., color, surface treatment) and provide the final design to the SHPO for concurrence, and Henry County and the Historical Society for review and comment, that the barrier will not result in a diminishment of the integrity of its historic setting or feeling. The SHPO and Consulting Parties will have 30 days to comment on noise barriers.

#### B. Design Commitment for Avoidance of Adverse Effect to the Patterson Cemetery (DHR Inventory No. 044-5182), Price Cemetery (DHR Inventory No. 044-5183), and Watkins Cemetery (DHR Inventory No. 044-5188)

All work for the Project shall avoid encroaching on the boundaries of the Patterson Cemetery, the Price Cemetery, and the Watkins Cemetery as identified in the VCRIS.

### **C. Mitigation for Adverse Effects to Architectural Properties**

1. The VDOT shall continue consultation with the Consulting Parties as the design for the Project progresses.
2. In the event VDOT determines the Project will have an adverse effect on historic properties, the VDOT shall engage in further consultation with the Consulting Parties and the property owner(s) of any historic property(ies) adversely affected by the Project to avoid or minimize the adverse effect.
3. If, after consultation with SHPO, the Consulting Parties, and any owner(s) of adversely affected historic property(ies), the VDOT determines an adverse effect still exists, the VDOT shall further consult with SHPO, the Consulting Parties, and any owner(s) of adversely affected historic property(ies) to develop and execute an amendment to this PA pursuant to 36 C.F.R. §800.6(c) to mitigate the adverse effect.

## **II. Archaeological Historic Properties**

### **A. Identification**

1. Prior to initiating Project construction, the VDOT, in accordance with 36 C.F.R. 800.4(a)-(c), shall complete efforts to identify archaeological sites listed in or eligible for listing in the NRHP located within the direct effects APE for the Project. The VDOT shall conduct the necessary investigations in accordance with the guidance for Phase I and Phase II level studies provided in Chapter 6, Conducting Archaeological Investigations, in the DHR's *Guidelines for Conducting Historic Resources Survey in Virginia* (2017, or any revisions or replacements to that document), with reference to the 2016 Federal PA.
2. The VDOT shall conduct Phase I level investigations pursuant to the requirements of Stipulations IV, V, VI, and VII below. Pursuant to Stipulations VI.B and VI.C, below, VDOT shall provide the SHPO the opportunity to review and concur, and the Consulting Parties opportunity to review and comment, on all reports and on VDOT's findings and recommendations.
3. The VDOT shall conduct any Phase II or further investigations necessary to evaluate the NRHP-eligibility of the archaeological sites identified as a result of the activities described in Stipulation II.A.2, above. These evaluations shall be conducted in accordance with 36 C.F.R. 800.4(c), and pursuant to the requirements of Stipulations IV, V, VI, and VII, below. Pursuant to Stipulations VI.B and VI.C, below, VDOT shall

provide the SHPO the opportunity to review and concur, and the Consulting Parties the opportunity to review and comment, on all reports and VDOT's findings and recommendations.

## **B. Assessment of Effects for Archaeological Historic Properties**

If archaeological sites meeting the criteria for listing in the NRHP are identified as a result of the activities described in Stipulation II.A, above, VDOT shall assess the effects of the Project on these archaeological sites in a manner consistent with 36 C.F.R. 800.5, and submit its recommendations to the SHPO for its review and concurrence, and to the Consulting Parties for review and comment, pursuant to the requirements of Stipulation VI.B, below.

## **C. Treatment of Archaeological Sites Determined Eligible for Listing in the NRHP**

1. If VDOT, in consultation with the SHPO and the Consulting Parties, determines that an archaeological site(s) eligible for listing in the NRHP will be adversely affected by the Project, VDOT, in consultation with FHWA, shall determine whether avoidance or minimization of the adverse effects is practicable. If the adverse effects cannot practicably be avoided or the effect sufficiently minimized so that it is no longer adverse, VDOT, in consultation with the SHPO and the Consulting Parties, shall develop a treatment plan for the archaeological site(s). In a manner consistent with Stipulations VI.B and VI.C, below, VDOT shall provide the SHPO the opportunity to review and concur with, and the Consulting Parties the opportunity to review and comment, on the treatment plan.

2. Any treatment plan VDOT develops for an archaeological site(s) under the terms of this stipulation shall be consistent with the requirements of Stipulation VI.A, below, and shall include, at a minimum:

- a. Information on the portion of the site(s) where data recovery or controlled site burial, as appropriate, is to be carried out, and the context in which the property is eligible for the NRHP;
- b. The results of previous research relevant to the Project;
- c. Research problems or questions to be addressed, with an explanation of their relevance and importance;
- d. The field and laboratory analysis methods to be used, with a justification of their cost-effectiveness and how they apply to this particular site(s) and the research needs;

- e. The methods to be used in artifact, data, and other records management;
  - f. Explicit provisions for disseminating in a timely manner the research findings to professional peers;
  - g. Arrangements for presenting to the public the research findings, focusing particularly on the community or communities that may have interests in the results;
  - h. The curation of recovered materials and records resulting from the data recovery in accordance with 36 C.F.R. 79; and
  - i. Procedures for evaluating and treating discoveries of unexpected remains during the course of the project, including necessary consultation with other parties.
3. VDOT shall ensure the treatment plan is implemented and that any agreed-upon data recovery field operations have been completed before ground-disturbing activities associated with the Project are initiated at or near the affected archaeological site(s). VDOT shall notify the SHPO and the Consulting Parties when the treatment plan is initiated and again once data recovery field operations have been completed so that site visits may be scheduled if the SHPO or Consulting Parties find visits appropriate. VDOT shall also provide the SHPO and Consulting Parties a brief summary of the findings of the field operations when providing notification of their completion.
4. Project construction may proceed following the notification that data recovery field operations have been completed and the SHPO has been given the opportunity to review the summary pursuant to Stipulation VI below and concur that the data recovery completed is consistent with the treatment plan reviewed under Stipulation II.A. If the technical report is not complete within six (6) months of the completion of field operations, VDOT shall provide the SHPO and the Consulting Parties a written update on the progress of the investigation. Consistent with the requirements of Stipulation VI.B below, VDOT shall provide the SHPO and Consulting Parties a draft of the technical report for review and comment and, consistent with the requirements of Stipulation VI.C, below, VDOT shall provide the final report to the SHPO and Consulting Parties. VDOT shall also ensure that the archaeological site form on file in V-CRIS is updated to reflect the implementation of the treatment plan for each affected site.

### **III. Post Review Discoveries**

VDOT shall address post review discoveries of historic properties in accordance with the provisions of Stipulation V (*Attachment B: Post Review Discoveries*) in the 2016 Federal PA.

#### **IV. Treatment of Human Remains**

VDOT shall address and treat human remains encountered on the Project in accordance with the provisions of Stipulation VII (*Attachment C: Human Remains*) of the 2016 Federal PA.

#### **V. Professional Qualifications**

All archaeological and architectural 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 *Professional Qualifications Standards* (48 FR 44738-44739, September 29, 1983) in the appropriate discipline.

#### **VI. 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 titled *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), *Attachment A*, Paragraphs 3 and 4 of the 2016 Federal PA, 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 Consulting Parties to this Agreement agree to provide comments to the VDOT 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 and/or Consulting Parties within the thirty (30)-calendar-day review period, VDOT may assume that the non-responsive party has no comment. The VDOT shall take into consideration all comments received in writing from the SHPO and Consulting Parties within the thirty (30)-calendar-day review period.

C. The VDOT shall provide the SHPO two (2) copies one (1) hardcopy and one (1) in Adobe Acrobat format [PDF] on compact disk) of all final reports prepared pursuant to this Agreement. The VDOT shall also provide each Consulting Party a copy of any final report in Adobe Acrobat format, or in hardcopy if so requested by a party. Such requests must be received by the VDOT in writing prior to the completion of the Project.

## **VII. Curation Standards**

A. The VDOT shall ensure that all original archaeological records (research notes, field records, maps, drawings, and photographic records) and all archaeological collections recovered from VDOT highway right of way produced as a result of implementing the Stipulations of this Agreement 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 C.F.R. 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 SHPO by executing a donation agreement with the SHPO 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 SHPO's standard collections curation fee for the donated artifact collection.

## **VIII. Dispute Resolution**

### **A. Objections by Signatories or Concurring Parties**

1. Should any Signatories or Consulting Parties to this Agreement object in writing to the FHWA regarding any plans provided for review pursuant to this Agreement, or should any Signatories or Consulting Parties object in writing to the FHWA regarding the manner in which measures stipulated in this Agreement are being implemented, the FHWA shall notify the other Signatories of the objection and consult with the objecting party to resolve the objection.
2. If the FHWA determines that the objection cannot be resolved through such consultation, the FHWA shall then consult with the 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 (1) of the following options:
  - a. Advise the FHWA that the ACHP concurs with the FHWA's proposed response to the objection, whereupon the FHWA shall 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 C.F.R. 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 C.F.R. 800.7(c)(4).
  3. Should the ACHP not exercise one (1) 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.
  4. 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 from Public**

At any time during the implementation of the measures stipulated in this Agreement, should a member of the public object in writing 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 consult with the objector to solve the objection. The Signatories may request that the FHWA notify the Consulting Parties to this Agreement about the objection as well.

## **IX. Authorization of Design/Build Contractor or PPTA Concessionaire**

It is permissible for the VDOT to authorize a Design/Build Contractor or Public Private Transportation Act (PPTA) Concessionaire to act on the VDOT's behalf in fulfilling VDOT's obligations under Stipulations I, II, and III, above, including consultation and coordination with the FHWA, the SHPO, and the Consulting Parties, provided the VDOT so notifies the FHWA, the SHPO, and the Consulting Parties in advance. The VDOT shall include provisions in any Design/Build or PPTA contract to ensure that all commitments contained within this Agreement are implemented. The VDOT shall ensure that work conducted by the Design/Build Contractor or PPTA Concessionaire meets the requirements of Stipulations IV, V, VI, and VII, above. The responsibility to ensure that the stipulations of this Agreement are carried out remains that of the FHWA.

## **X. Amendments and Termination**

A. Any Signatory to this Agreement may propose to the FHWA that the Agreement be amended, whereupon the FHWA 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 this Agreement in accordance with the provisions of 36 C.F.R. 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 and Consulting Parties to this Agreement 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 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 VII, above.

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

## **XI. Duration**

This Agreement shall continue in full force and effect until ten (10) 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 VDOT may request that the Signatories consider an extension of this Agreement. No extension shall be effective unless all Signatories have agreed with it in writing.

## **X. Signatures**

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 and Consulting Party is provided with a copy of the fully executed Agreement. Execution of this Agreement by the FHWA, the SHPO, the ACHP, and the VDOT, 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 110(1) of the National Historic Preservation Act (16 U.S.C. 470). Execution and submission of this Agreement, and implementation of its terms, evidence that the FHWA has afforded the ACHP an opportunity to comment on the proposed Project and its potential effects on historic properties, and that the FHWA has taken into account the potential effects of the Project on historic properties.

**SIGNATORY:**

**VIRGINIA STATE HISTORIC PRESERVATION OFFICER**

By:   
Julie V. Langan, Director  
Department of Historic Resources

Date: 11/16/2020

**SIGNATORY:**

**FEDERAL HIGHWAY ADMINISTRATION**

By: Mark Frost Date: 11/9/2020  
Thomas Nelson, Jr., P.E., Division Administrator, Virginia Division

for

**SIGNATORY:**

**VIRGINIA DEPARTMENT OF TRANSPORTATION**

By: Angel Deem  Digitally signed by  
Angel Deem  
Date: 2020.11.04  
13:13:07 -05'00'

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

Angel Deem  
Environmental Division Director

**SIGNATORY:**

**ADVISORY COUNCIL ON HISTORIC PRESRVATION**

By:   
\_\_\_\_\_  
John M. Fowler, Executive Director

Date: November 23, 2020

## **ATTACHMENTS**

**Attachment A**

**List of Eligible or Listed Architectural Properties**

<b>VDHR Number</b>	<b>Resource</b>	<b>Property Address</b>	<b>Eligibility Recommendations</b>
044-0002	Belleview	3637 Joseph Martin Highway	NRHP Listed
044-0009	Marrowbone	1826 Lee Ford Camp	NRHP Eligible
044-5182	Patterson Cemetery	Unassigned	NRHP Eligible
044-5183	Price Cemetery	Reservoir Road	NRHP Eligible
044-5188	Watkins Cemetery	Browns Dairy Road	NRHP Eligible

**Attachment B**

**List of Invited Consulting Parties**

*36 CFR 800.2(c)(2) Indian Tribes and Native Hawaiian Organizations*

Pamunkey Tribe  
Chickahominy Indian Tribe  
Chickahominy Indian Tribe – Eastern Division  
Upper Mattaponi Indian Tribe  
Rappahannock Tribe  
Monacan Indian Nation  
Nansemond Indian Tribal Association  
Catawba Indian Nation  
Delaware Nation

*36 CFR 800.2(c)(3) Representatives of Local Governments*

Henry County  
City of Martinsville  
Town of Ridgeway

*36 CFR 800.1(c)(5) Additional Consulting Parties*

Martinsville-Henry County Historical Society  
Bassett Historical Center  
Preservation Virginia

