



# COMMONWEALTH of VIRGINIA

## *Commonwealth Transportation Board*

Shannon Valentine  
Chairperson

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Richmond, Virginia 23219

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*Agenda Item # 18*

### **RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD**

**December 9, 2020**

**Made By: Mr. Rucker, Seconded By: Dr. Smoot**

**Action: Motion Carried, Unanimously**

**Title: Authorization for the Commissioner of Highways to Enter into a Contract for Relocation or Alteration of Facilities (Relocation Agreement) for the Arlington National Cemetery Southern Expansion Defense Access Road Project in Arlington County, Virginia**

**WHEREAS**, the National Defense Authorization Acts of 2016 and 2017 collectively authorize the Secretary of the Army to take actions necessary to realign and replace the road network in Arlington County, Virginia around Arlington National Cemetery to increase the amount of land available for burials, and to maintain traffic flow through the vicinity of Arlington National Cemetery, the Pentagon Reservation and Joint Base Myer-Henderson Hall, and further, to acquire all right, title and interest in certain lands sufficient for the expansion of Arlington National Cemetery; and

**WHEREAS**, the United States, Department of the Army and Federal Highway Administration, Eastern Federal Lands Highway Division (FHWA-EFLHD), have entered into an agreement (DTFH71-16- X-50032) establishing roles, responsibilities, funding, and procedures among and between the Army and FHWA-EFLHD for the execution of the Arlington National Cemetery Southern Expansion and Defense Access Roads (ANCSE DAR) Project; and

**WHEREAS**, the Virginia Department of Transportation (VDOT) currently owns and maintains the interchange at South Washington Boulevard (Route 27) and Columbia Pike (Route 244), and a section of Columbia Pike between South Washington Boulevard and South Joyce Street, which are the subject of improvements necessary for the ANCSE Project; and

**WHEREAS**, Arlington County currently owns and maintains Columbia Pike west of South Joyce Street which is the subject of improvements necessary for the ANCSE project; and

**WHEREAS**, VDOT has entered into a Federal-Aid Project Agreement (PR-2) with FHWA-EFLHD for reimbursement of VDOT expenses incurred providing coordination, design reviews and construction inspection services for the ANCSE DAR project; and

Resolution of the Board

Authorization for the Commissioner of Highways to Enter into a Contract for Relocation or Alteration of Facilities (Relocation Agreement) for the Arlington National Cemetery Southern Expansion Defense Access Road Project in Arlington County, Virginia

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**WHEREAS**, FHWA-EFLHD has prepared a Memorandum of Agreement (MOA) that establishes the roles, responsibilities, funding, and procedures by which Army, FHWA-EFLHD, VDOT, and the County of Arlington will jointly participate in the environmental planning, design, and construction of the ANCSE DAR Project; and

**WHEREAS**, the U.S. Government, represented by the U.S. Army Corps of Engineers and the Commonwealth of Virginia, represented by VDOT, have prepared an agreement entitled *Contract for Relocation or Alteration of Facilities, Arlington National Cemetery* (Relocation Agreement), attached hereto as Exhibit A, that sets forth the terms and conditions under which the Army Corps of Engineers will acquire from VDOT portions of Route 244 (Columbia Pike) and Route 27/244 (South Washington Boulevard/Columbia Pike) interchange right of way, to enable the southern expansion of Arlington National Cemetery; and

**WHEREAS**, in exchange for the portions of right of way to be conveyed to the Army Corps of Engineers, certain substitute facilities and replacement lands will be conveyed to VDOT for continued operation of the affected portions of Columbia Pike and the interchange; and

**WHEREAS**, the Army is authorized to enter into this Agreement pursuant to 10 U.S.C. § 7721 *et seq.* and is the agency with administrative jurisdiction, custody and control over the Arlington National Cemetery; and

**WHEREAS**, FHWA-EFLHD is authorized by 23 U.S.C. § 308(a) to perform engineering and other services in connection with the survey, design, construction, and improvements of highways for other Federal or State cooperating agencies; and

**WHEREAS**, Section 33.2-221 of the *Code of Virginia* empowers the CTB to comply fully with federal-aid acts, to enter into all contracts or agreements with the United States government and do all other things necessary to carry out fully the cooperation contemplated and provided for by present or future acts of Congress related to transportation.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commonwealth Transportation Board hereby authorizes the Commissioner of Highways or his designee to enter into the Relocation Agreement with the Army Corps of Engineers for the Arlington National Cemetery Southern Expansion Defense Access Road Project in Arlington County, Virginia, attached hereto as Exhibit A, with such changes as the Commissioner deems necessary or appropriate.

###

## CTB Decision Brief

### **Title: Authorization for the Commissioner of Highways to Enter into a Contract for Relocation or Alteration of Facilities (Relocation Agreement), for the Arlington National Cemetery Southern Expansion Defense Access Road Project in Arlington County, Virginia**

**Issues:** The Federal Highway Administration, Eastern Federal Lands Highway Division (FHWA-EFLHD), is developing plans for the Arlington National Cemetery Southern Expansion (ANCSE) Defense Access Roads (DAR) Project. The Project will realign and reconfigure Columbia Pike, owned and maintained by Arlington County (County), and modify the interchange at South Washington Boulevard and Columbia Pike, owned and maintained by the Virginia Department of Transportation (VDOT). A portion of the Route 244 (Columbia Pike) and Route 27 (South Washington Boulevard)/Route 244 (Columbia Pike) interchange right of way in Arlington County, operated by VDOT, must be acquired by the Army to enable expansion of Arlington National Cemetery. The U.S. Army Corps of Engineers, and the Commonwealth of Virginia, represented by the Virginia Department of Transportation (VDOT), have prepared an agreement that defines the terms and conditions under which the Army will acquire from VDOT portions of Columbia Pike right of way and South Washington Boulevard/Columbia Pike interchange right of way, in exchange for certain substitute facilities and replacement lands that will be conveyed to VDOT, to enable the southern expansion of Arlington National Cemetery (Relocation Agreement).

Pursuant to §33.2-221 of the *Code of Virginia*, approval of the Commonwealth Transportation Board (CTB) and authorization for the Commissioner to execute the Relocation Agreement with the Army Corps of Engineers is sought.

#### **Facts:**

- VDOT and/or ANC staff briefed the CTB regarding the ANCSE DAR Project on September 16, 2020 and again on November 24, 2020.
- The National Defense Authorization Acts of 2016 and 2017 collectively authorize the Secretary of the Army to take actions necessary to realign and replace the road network in Arlington County, Virginia around Arlington National Cemetery to increase the amount of land available for burials, and to maintain traffic flow through the vicinity of Arlington National Cemetery, the Pentagon Reservation and Joint Base Myer-Henderson Hall, and further, to acquire all right, title and interest in certain lands sufficient for the southern expansion of Arlington National Cemetery.
- The United States, Department of the Army, has entered into an agreement (DTFH71-16-X-50032) with FHWA-ELFHD, establishing roles, responsibilities, funding, and procedures among and between the Army and FHWA-EFLHD for the execution of the Arlington National Cemetery Southern Expansion and Defense Access Roads Project.
- VDOT currently owns and maintains the interchange at South Washington Boulevard and Columbia Pike, and a section of Columbia Pike between South Washington Boulevard and South Joyce Street, which are the subject of improvements necessary for the Project.
- Arlington County currently owns and maintains Columbia Pike west of South Joyce Street

CTB Decision Brief

Authorization for the Commissioner of Highways to Enter into a Contract for Relocation or Alteration of Facilities (Relocation Agreement) for the Arlington National Cemetery Southern Expansion Defense Access Road Project in Arlington County, Virginia

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which is the subject of improvements necessary for the Project.

- VDOT has entered into a Federal-Aid Project Agreement (PR-2) with FHWA-EFLHD for reimbursement of VDOT expenses incurred providing coordination, design reviews and construction inspection services for the ANCSE DAR Project.
- FHWA-EFLHD has prepared the ANCSE DAR Project MOA that establishes the roles, responsibilities, funding, and procedures by which Army, FHWA-EFLHD, VDOT, and the County of Arlington will jointly participate in the environmental planning, design, and construction of the Project. .
- The U.S. Government, represented by the U.S. Army Corps of Engineers, and the Commonwealth of Virginia, represented by VDOT, have prepared an agreement entitled *Contract for Relocation or Alteration of Facilities, Arlington National Cemetery (Relocation Agreement)*, attached hereto as Exhibit A, that sets forth the terms and conditions under which the Army will acquire from VDOT portions of Route 244 (Columbia Pike) and Route 27/244 (South Washington Boulevard/Columbia Pike) interchange right of way, to enable the southern expansion of Arlington National Cemetery (Relocation Agreement). In exchange for the portions of right of way to be conveyed to the Army Corps of Engineers, certain substitute facilities and replacement lands will be conveyed to VDOT for continued operation of the affected portions of Columbia Pike and the interchange.
- The Army is authorized to enter into this Relocation Agreement pursuant to 10 U.S.C. § 7721 *et seq.* and is the agency with administrative jurisdiction, custody and control over the Arlington National Cemetery.
- Section 33.2-221 of the *Code of Virginia* empowers the CTB to comply fully with federal-aid acts, to enter into all contracts or agreements with the United States government and do all other things necessary to carry out fully the cooperation contemplated and provided for by present or future acts of Congress related to transportation.

**Recommendation:** VDOT recommends, pursuant to §33.2-221 of the *Code of Virginia*, that the CTB approve and authorize the Commissioner of Highways to execute the Relocation Agreement between the Army Corps of Engineers and VDOT establishing the terms under which the Army will acquire certain right of way from and convey certain substitute facilities and replacement land to VDOT for the Arlington National Cemetery Southern Expansion, Defense Access Road Project, attached hereto as Exhibit A, with such changes as the Commissioner deems necessary or appropriate.

**Action Required by CTB:** Approve by majority vote the resolution providing the authorization recommended herein.

CTB Decision Brief

Authorization for the Commissioner of Highways to Enter into a Contract for Relocation or Alteration of Facilities (Relocation Agreement) for the Arlington National Cemetery Southern Expansion Defense Access Road Project in Arlington County, Virginia

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**Result, if Approved:** VDOT/the Commissioner will have the requisite authority to enter into the Relocation Agreement with the Army Corps of Engineers relating to the Arlington National Cemetery Southern Expansion Defense Access Road Project.

**Options:** Approve, Deny, or Defer.

**Public Comments/Reactions:** N/A

**CONTRACT FOR RELOCATION OR ALTERATION OF FACILITIES  
ARLINGTON NATIONAL CEMETERY  
ARLINGTON COUNTY, VIRGINIA**

THIS CONTRACT FOR RELOCATION OR ALTERATION OF FACILITIES (hereinafter “Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between the UNITED STATES OF AMERICA , represented by the Chief, Real Estate Division, U. S. Army Corps of Engineers (hereinafter the “Government”), executing this Agreement, and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, (hereinafter, “VDOT”), acting through its Commissioner of Highways executing this Agreement (each a “Party” and collectively the “Parties”);

WITNESSETH THAT:

WHEREAS, the Secretary of the Army (hereinafter the “Secretary”), under the authority of the National Defense Authorization Act of 2016 (Public Law 114-92, Section 2101) may carry out a military construction project to realign and replace the road network in Arlington County, Virginia (the “County”) around Arlington National Cemetery to increase the amount of land available for burials and to maintain traffic flow through the vicinity of Arlington National Cemetery and to the Pentagon Reservation and Joint Base Myer-Henderson Hall (hereinafter the “Project”); and

WHEREAS, the Secretary, under the authority of the National Defense Authorization Act of 2017 (Public Law 114-328, Section 2829A) has been authorized to acquire all right, title and interest in certain lands he determines sufficient for the expansion of Arlington National Cemetery for the Project for purposes of ensuring maximization of interment sites and compatible use of adjacent properties, including any appropriate cemetery or memorial parking; and

WHEREAS, the Secretary, under the authority of the Consolidated Appropriations Act, 2016 (Public Law 114-113, Section 132) and the Energy and Water, Legislative Branch, and Military Construction, Veteran Affairs Appropriations Act, 2019 (Public Law 115-244, Section 130) may provide for advances to the Federal Highways Administration, Department of Transportation for construction of access roads and for replacing existing highways and highway connections as authorized by section 210 of title 23 United States Code; and

WHEREAS, the Secretary has determined that approximately 6.755 acres of land and easements over approximately 2.415 acres of land located in Arlington County, Virginia, in which VDOT maintains and operates part of the right of way known as Columbia Pike and the Route 27/Columbia Pike interchange, as shown on Exhibit “A”

and more particularly described on Exhibit “B,” both of which are attached hereto and made a part hereof (hereinafter the “Property”), are required for the Project; and

WHEREAS, VDOT is the holder of certain real property interests over and in the Property by virtue of which VDOT has improved and maintains thereon public roadways known as Columbia Pike and the Route 27/Columbia Pike Interchange, together with necessary bridges, ramps, appurtenances and public utilities consisting of water and sanitary sewer pipelines and overhead and underground communication lines; and

WHEREAS, VDOT is willing to convey to the Government temporary rights and permits necessary to perform studies for the Project; the Project includes provision of the Substitute Facilities (defined below), which includes construction of improvements such as the demolition, removal, and replacement of portions of existing VDOT roadways and public utility facilities; and

WHEREAS, upon completion of Project construction, VDOT is further willing to convey or otherwise vacate and abandon to the Government all right, title and interest in the Property, including the roadways, public utilities, and appurtenances thereon so as to eliminate interference with the operation and maintenance of the Project; and

WHEREAS, in consideration for the conveyance by VDOT of the aforementioned right, title, and interest in and to the Property, the Government shall provide to VDOT, at no cost to VDOT, the Substitute Facilities, as defined below; and

WHEREAS, VDOT agrees that the provision of the said Substitute Facilities, as defined below, which includes construction of improvements, transfer of title to the Replacement Lands (defined below), and provision of required utility easements or permits, all in accordance with this Agreement, shall constitute full, just, and complete compensation for the acquisition by the Government of all VDOT’s right, title, and interest in the Property as aforesaid; and

NOW, THEREFORE, in consideration of the faithful performance of each party of the mutual covenants and agreements hereinafter set forth, it is mutually agreed as follows:

ARTICLE 1. Obligations of VDOT. VDOT shall furnish all services required to fulfill, and shall fulfill, the following obligations:

a. Furnish continuing cooperation with the Government to reach a Memorandum of Agreement with the United States Department of the Army (“Army”), Federal Highway Administration, Eastern Federal Lands Highway Division (“FHWA”), and Arlington County for the construction of the improvements that are part of the Substitute Facilities per Article 2.a(ii) below (the “Construction Agreement”), including but not limited to review of detailed construction and right-of-way plans and specifications, and plans for phasing of construction thereunder in order to keep all roads on the Property open or provide alternative temporary access in accordance with the traffic maintenance plan to be developed pursuant to the Construction Agreement, until the constructed roadway improvements are opened for public use, and other aspects of

the relocation or alteration of VDOT's roadways, public utilities, and appurtenances thereto on the Property are complete. Further, and without additional consideration, upon completion of the Substitute Facilities VDOT shall institute and prosecute proceedings in accordance with existing State law for the abandonment of all the VDOT roads eliminated by the Project and located within the Property.

b. Pay for the cost of all Betterments (defined below) requested by VDOT which exceed the requirements for Substitute Facilities, as determined pursuant to Article 3 hereof.

c. Issue VDOT land use permits promptly in accordance with Article 8 for the purposes described therein.

d. Upon completion and acceptance of the Substitute Facilities, which shall constitute full, just, and complete compensation for the Property, vacate, abandon and convey by quitclaim deed (the "VDOT Deed") to the Government all right, title and interest to the Property as shown on Exhibit "A" and described on Exhibit "B," in exchange for simultaneous delivery by the Government to VDOT of the Government's Deed (defined below), and accept the relocated roads into the State Highway System.

e. Upon completion and acceptance of the Substitute Facilities, issue land use permits for any Army utilities not currently on the Replacement Lands that are relocated onto the Replacement Lands.

f. Record the Government's Deed, as defined below, not later than fourteen (14) days after receipt of the final, executed deed from the Government.

## ARTICLE 2. Obligations of the Government.

a. Subject to the availability of funds, the Government shall, in consideration for the conveyance of VDOT's interest in the Property as described herein and at its own expense, provide substitute facilities (the "Substitute Facilities"), which shall mean:

- (i) all right, title and interest in the Replacement Lands to be transferred by the Government in fee, subject to easements for any Army-owned utilities currently located thereon (including if such existing utilities are relocated within the Replacement Lands) and any easements of record, which Replacement Lands are necessary for VDOT to operate and maintain the improvements identified in Article 2.a(ii), and are described on Exhibit "C" and shown on Exhibit "C-1", both of which are attached hereto (such real property, the "Replacement Lands"), and
- (ii) improvements constructed in accordance with the Construction Agreement to applicable federal and state highway standards current at the time of execution of this Agreement, including



but not limited to the most current respective edition of the Manual on Uniform Traffic Control Devices (“MUTCD”), Virginia Work Area Protection Manual, VDOT Northern Virginia District Traffic Engineering Design Guidelines for Traffic Control Devices, VDOT Northern Region 2014 Pavement Marking Reference Guide, VDOT Road Design Manual, VDOT Road and Bridge Specifications, VDOT Road and Bridge Standards, and any applicable County standards and specifications for County maintained roads, as more particularly described in the seventy-five percent (75%) design drawings (“Design Drawings”) referenced in Exhibit “D” attached hereto, unless otherwise agreed in the Construction Agreement, to include:

(A) the relocation of required roadways, drainage facilities, curb, gutter, curb cuts, traffic signalization, and sidewalk (if applicable) for the relocated Columbia Pike and Route 27/Columbia Pike interchange onto the real property shown; and

(B) the construction of required retaining walls adjacent to the Replacement Lands (1) parallel to State Route 27 and perpendicular to Columbia Pike, and (2) parallel to the ramp from Columbia Pike to State Route 27 and Interstate 395; and

(C) any required relocation of utilities and infrastructure presently located within the Property, either owned by VDOT or located on the Property pursuant to easement or license, for which the expense of moving same is legally required to be borne by VDOT pursuant to applicable law or agreement, and grants of rights or interests for such utilities and infrastructure relocated to Government owned land consistent with and comparable to those currently held by such entities.

b. Except where another Federal agency or Arlington County has responsibility for such actions, the Government shall grant, obtain, or cause others to obtain at its sole expense all easements, rights of way, or other interests in real property necessary for the said relocation and/or alteration of the improvements that are part of the Substitute Facilities per Article 2.a(ii) above.

c. The Government shall prepare the VDOT Deed transferring the Property to the United States, a draft form of which is attached hereto as Exhibit “E,” and record same in the County land records at its own expense.

d. The Government shall convey to VDOT by deed of quitclaim (the “Government’s Deed”), a draft form of which is attached hereto as Exhibit “F,” all right, title, and interest in the Replacement Lands, subject to easements for any Army-owned

utilities currently located thereon (including if such existing utilities are relocated within the Replacement Lands) together with perpetual easements for VDOT owned utilities within the Project area which are relocated to Government-owned lands as part of the Substitute Facilities, not later than sixty (60) days following receipt of notice of Final Construction Completion, as defined in the Construction Agreement, or as soon thereafter as is reasonably practicable, in exchange for simultaneous delivery by VDOT to the Government of the VDOT Deed and land use permits for Army utilities not currently on the Replacement Lands that are relocated onto the Replacement Lands.

e. The Parties acknowledge that the Government does not control construction of the improvements pursuant to Article 2.a.ii above, and that the Government shall not be liable for the non-performance of such construction. The full and proper performance of such construction of the improvements in accordance with the Construction Agreement is intended to be a condition to VDOT's obligations under this Agreement.

ARTICLE 3. Betterments. VDOT agrees that improvements designed and constructed in accordance with Article 2.a and in compliance with federal and state highway standards as required by the Construction Agreement will provide VDOT with facilities equal in function and utility to those now in existence. If VDOT desires any improvements in design, construction, or capacity over and above what is required by Article 2.a and this Article 3, such improvements shall constitute a Betterment and shall be furnished, or the cost thereof paid, by VDOT. The costs of Betterments shall include all items of expense properly chargeable thereto, including but not limited to acquisition of any necessary rights-of-way, easements or other interests in real property, labor, materials, transportation, insurance, overhead charges properly allocable to the work, supervision, surveys, permits, and rental of tools, equipment, and machinery employed in the work, together with such other items of expense as the United States (FHWA in coordination with the Army) and VDOT agree should be included in the cost of the work; provided, however, that the term "Betterments" will not be deemed to include more costly construction or design necessitated solely as a result of the Project, nor shall the term "Betterments" include any costs of compliance with the terms of the Construction Agreement with respect to improvements not shown on the Design Drawings but otherwise required by the Construction Agreement, for example compliance with the applicable construction standards set forth therein.

ARTICLE 4. Preservation of Claims. The Parties acknowledge that either Arlington County or the United States intends to (a) acquire one or more temporary construction easements for the Project, (b) acquire an easement for public sidewalk, utilities and drainage purposes, and (c) acquire one or more easements for public and private utilities purposes, all within VDOT's administrative and maintenance facility fronting the southern boundary of Columbia Pike east of South Orme Street. VDOT's administrative and maintenance facility is not right of way property and is not part of the Property. All easements for right of way or other purposes required from VDOT's administrative and maintenance facility are excluded from this Agreement and compensation for any such easements shall be by separate agreement between VDOT and the applicable entity requesting the easement.

ARTICLE 5. Risk of Loss. VDOT agrees that loss or damage to the Property by fire or acts of God shall be at the risk of VDOT until the title to the land and deed to the Government have been accepted by a duly authorized representative of the Government or until the right of occupancy and use of the land, as herein below provided for, has been exercised and, in the event that such loss or damage occurs, the Government may, without liability, refuse to accept conveyance of the title, or it may elect to accept conveyance of title to such Property “as-is.”

ARTICLE 6. Interference. VDOT agrees that, during the Project, VDOT shall not construct, or permit third parties to construct, improvements on the Property.

ARTICLE 7. Release. VDOT agrees, on completion of the improvements and performance of all other obligations identified in Article 2.a(ii) as part of the Substitute Facilities as required by Article 2.d, and acceptance of the roadways within the Project into the State Primary Highway System in accordance with Virginia law, to accept said Substitute Facilities as full and just compensation for the Property.

ARTICLE 8. Immediate Occupancy.

a. Contemporaneously with or prior to execution of this Agreement VDOT shall issue to the Government and its assigns, subject to the provisions of Article 8.b, a standard VDOT land use permit granting the right of immediate use of the Property in accordance with VDOT land use permit requirements for any and all studies required or desired by the Government of the Property.

b. Any contractor or subcontractor of the Government who wishes to enter the Property for the purpose of performing any and all studies thereon prior to conveyance of the Property to the Government shall obtain and maintain Workers' Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance as required by, and in the amounts set forth, in the Commonwealth of Virginia Agency Procurement and Surplus Property Manual, as amended (the “Manual”). Such insurance be satisfactory in form and substance to each Party and shall name each Party as an additional insured. Any contractor of the Government shall provide a certificate of insurance to the Government and VDOT prior to the commencement of work or entry upon the Property and/or at any time during contract performance, and shall provide any bonds required by the Manual in form acceptable to the Government and VDOT. Any contractor of the Government shall provide written notice at least thirty (30) days prior to any cancellation, renewal or expiration of the aforesaid insurance policy or policies. For all contracts involving substantial risk of third party injuries or claims, the Government shall require any contractor or subcontractor of the Government who wishes to perform work upon the Property to agree to indemnify the Commonwealth of Virginia, its officers, agents, and employees, as set forth in the Manual.

ARTICLE 9. Condemnation. Upon execution of this Agreement should it be determined for any reason that the right, title and interest of VDOT in the Property referred to above shall be acquired by condemnation, or other judicial proceedings,

VDOT shall cooperate in the prosecution of the proceedings and this Agreement shall, without more, constitute a stipulation which may be filed in the proceedings and be final and conclusive evidence that the Substitute Facilities provided by the Government are the Government's full performance under this Agreement and constitutes full and just compensation for the taking of VDOT's land and that no other facilities or payment of consideration is required.

ARTICLE 10. Covenant against Contingent Fees. VDOT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and legal counsel. For breach or violation of this warranty the Government shall have the right to annul this Agreement without liability.

ARTICLE 11. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 12. Gratuities.

a. The Government may, by written notice to VDOT, terminate this Agreement if it is found, after notice and hearing by the Secretary of the Army or his duly authorized representative that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by VDOT or any agent or representative of VDOT to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination, with respect to the performing of such contract; provided that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such finding shall be in issue and may be reviewed in any competent court.

b. In the event this Agreement is terminated as provided in Article 12.a above, the Government shall be entitled to pursue the same remedies against VDOT as it could pursue in the event of a breach of contract by VDOT.

c. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By \_\_\_\_\_  
Susan K. Lewis  
Real Estate Contracting Officer  
Chief, Real Estate Division  
U.S. Army Engineer District, Baltimore

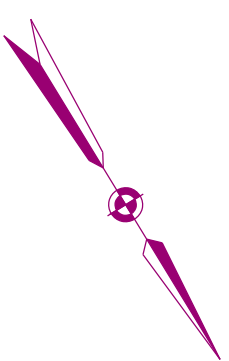
VIRGINIA DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
Stephen C. Brich, P.E.  
Commissioner of Highways





Exhibits:

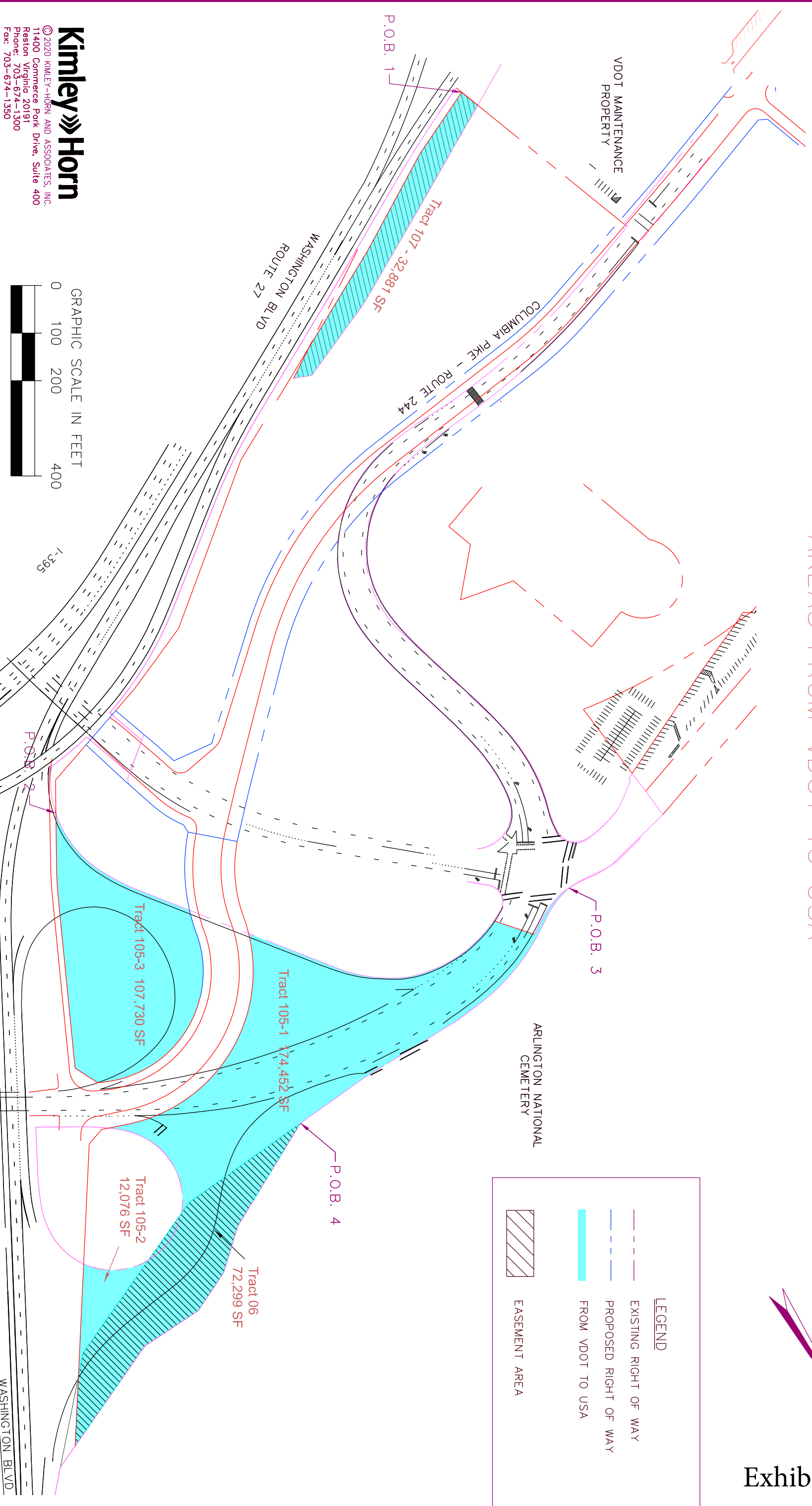
- A Plat of Property
- B Description of Property
- C Plat of Replacement Land
- C-1 Description of Replacement Land
- D Design Drawings
- E Form of VDOT Deed
- F Form of Government's Deed

# ARLINGTON NATIONAL CEMETERY SOUTHERN EXPANSION PROJECT USA AND VDOT LAND EXCHANGE AREAS FROM VDOT TO USA



**Exhibit A**

LEGEND	
	EXISTING RIGHT OF WAY
	PROPOSED RIGHT OF WAY
	FROM VDOT TO USA
	EASEMENT AREA



**Kimley»Horn**  
 © 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
 11400 Commerce Park Drive, Suite 400  
 Reston Virginia 20191  
 Phone: 703-674-1300  
 Fax: 703-674-1350

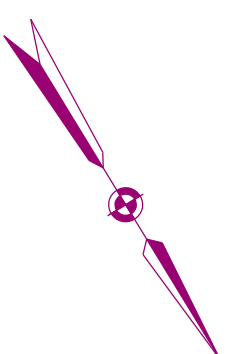
**Exhibit A**

## Exhibit B




### Description of Property

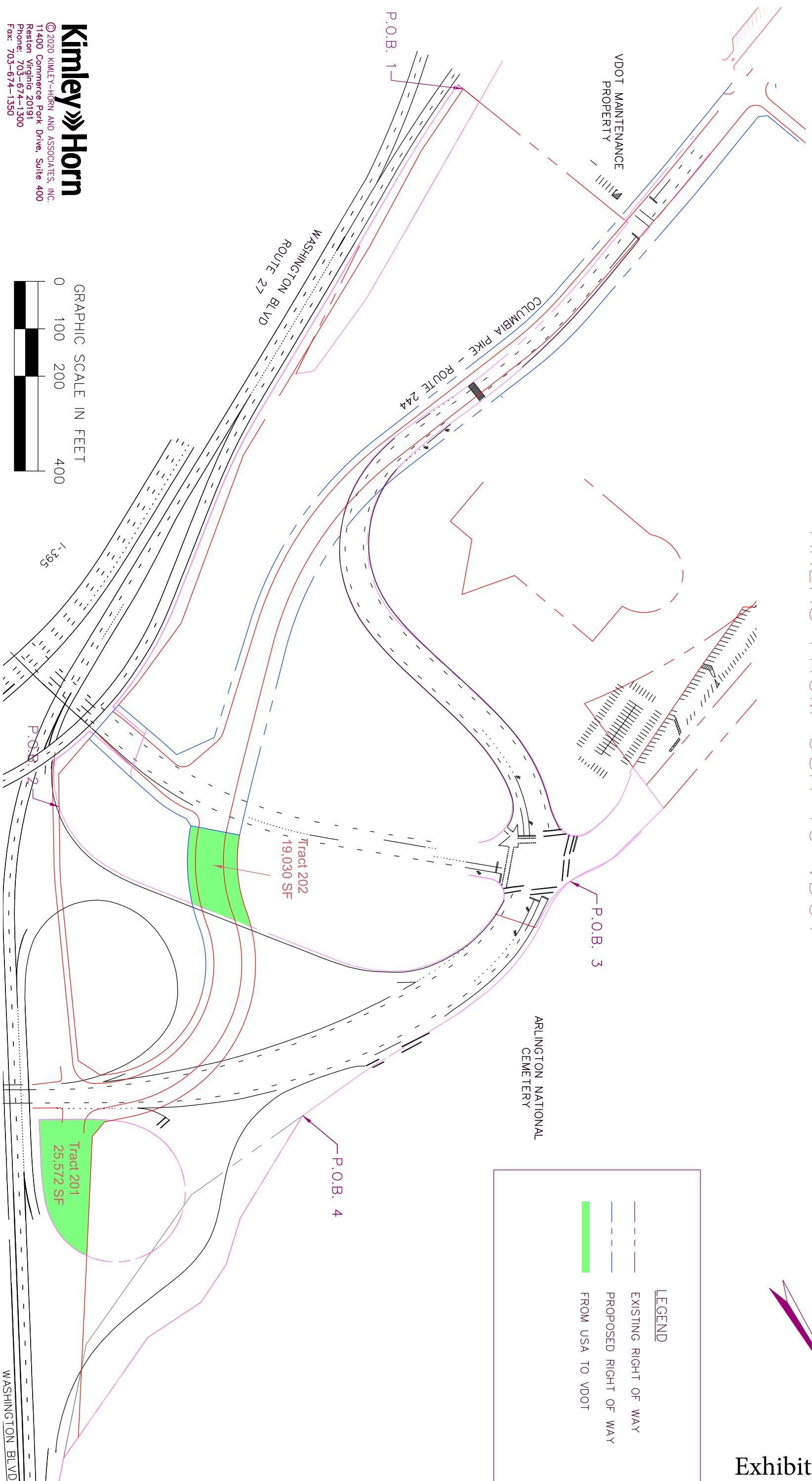


# ARLINGTON NATIONAL CEMETERY SOUTHERN EXPANSION PROJECT USA AND VDOT LAND EXCHANGE AREAS FROM USA TO VDOT



**Exhibit C**

LEGEND	
	EXISTING RIGHT OF WAY
	PROPOSED RIGHT OF WAY
	FROM USA TO VDOT



## Exhibit C-1

### Description of Replacement Lands

REG	STATE	FHWA PROJECT #	VDOT PROJECT #	SHEET NO.	TOTAL SHEETS
	VA	VA-ST-ANC (1)	PENDING	1	LOTS

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION**

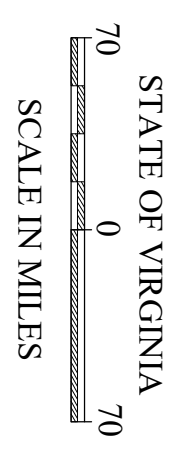
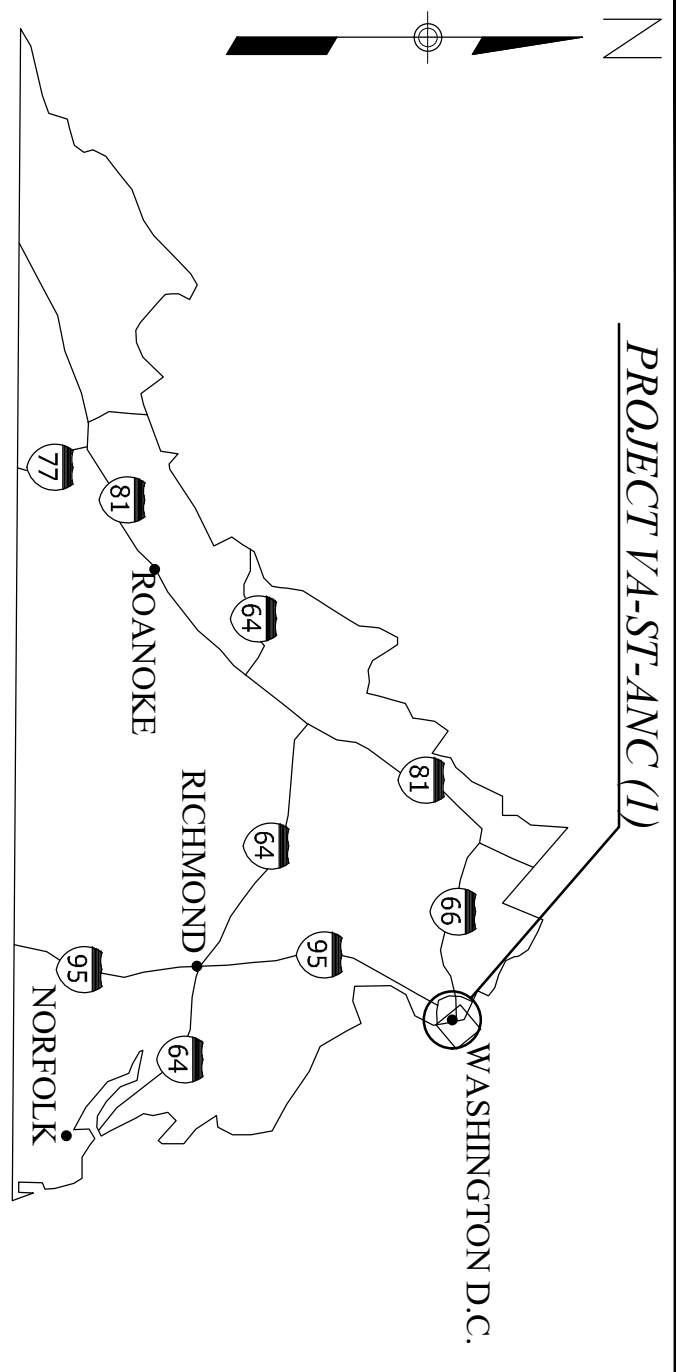
PLANS FOR PROPOSED  
**PROJECT VA-ST-ANC(1)**

**COLUMBIA PIKE REALIGNMENT  
FROM WASHINGTON BOULEVARD (ROUTE 27)  
TO S. OAK STREET**

SEE SHEET 1B FOR INDEX OF SHEETS

75% PLANS  
APRIL 22, 2020

**ARLINGTON NATIONAL CEMETERY SOUTHERN EXPANSION  
DEFENSE ACCESS ROAD**



**DESCRIPTION OF PROJECT**  
REALIGNMENT OF COLUMBIA PIKE FROM WASHINGTON BOULEVARD TO S. OAK STREET. RECONFIGURATION OF INTERCHANGE WITH WASHINGTON BOULEVARD AND COLUMBIA PIKE. REMOVAL OF SOUTHGATE ROAD. CONSTRUCTION OF S. NASH STREET AND SHORTENING S. JOYCE STREET. RELOCATION OF UTILITIES FROM EXISTING LOCATIONS TO NEW ROAD ALIGNMENTS AND CONSOLIDATED UTILITY CORRIDORS, RETAINING WALLS IN VARIOUS LOCATIONS, TUNNEL UNDER COLUMBIA PIKE, MASS GRADING, AND MISCELLANEOUS WORK.

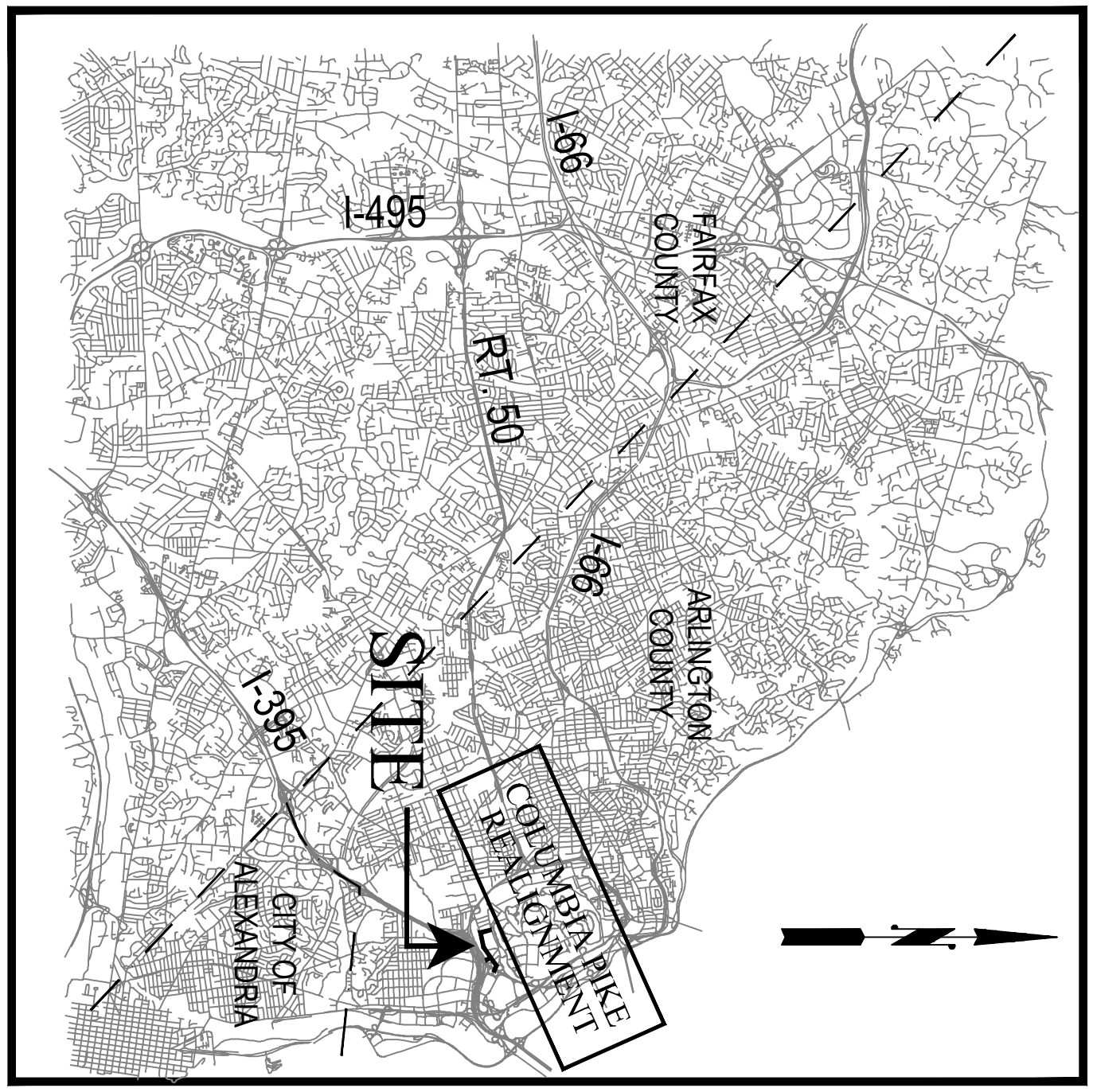
**PROJECT LENGTH:** 0.55 Miles (COLUMBIA PIKE, 0.16 Miles VDOT, 0.39 Miles Arlington Co.)  
0.31 Miles (Route 27 RAMP)  
0.06 Miles (S. JOYCE STREET)  
0.17 Miles (S. NASH STREET)  
0.06 Miles (SOUTHGATE ROAD)  
0.02 Miles (S. OAK STREET)

**LANE MILES:** 1.07 Miles - VDOT (RAMPS AND COLUMBIA PIKE)  
2.33 Miles - ARLINGTON COUNTY

ROAD:	WIDTH	SURFACE	INTERMEDIATE	BASE	SUBGRADE
COLUMBIA PIKE	VARIABLES	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B
S. JOYCE STREET	VARIABLES	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B
S. NASH STREET	VARIABLES	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B
WASH. BLVD. RAMPS	VARIABLES	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B
EXIT FROM RTE 27	VARIABLES	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B
ENTRANCE TO RTE 27	VARIABLES	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B

DESIGN DESIGNATION:	COLUMBIA PIKE	S. JOYCE STREET	S. NASH STREET	RT. 27 OFF-RAMP	RT. 27 ON-RAMP
ADT (2025)	12,200	13,700	4,900	4,800	4,700
ADT (2045)	15,200	16,300	5,600	5,400	5,800
DHV	1,730	1,550	560	540	580
D	80/20	60/40	50/50	100/0	100/0
%Truck	1%	1%	1%	1%	1%
V (MPH)	25	25	25	25	25
C/A	None	None	None	None	None
e(max)	2%	2%	2%	8%	8%
Roadway Classification	Urban Other Principal Arterial	Urban Minor Arterial	Urban Local Road	Interchange Ramp	Interchange Ramp
DESIGN SPEED	25 MPH	25 MPH	25 MPH	25 MPH	25 MPH



Project Manager  
THOMAS SHIFFLETT  
EDEN JEMAL

Lead Designer  
KIMLEY-HORN

VDOT, 2016 Road and Bridge Specifications.

RECOMMENDED FOR APPROVAL	DATE	/ / 2020
DEPT. OF ENVIRONMENTAL SERVICES	DATE	/ / 2020
RECOMMENDED FOR APPROVAL	DATE	/ / 2020
VDOT, STATE L&D ENGINEER	DATE	/ / 2020
ARLINGTON NATIONAL CEMETARY	DATE	/ / 2020
DIRECTOR OF ENGINEERS		

**75% PLANS**  
PLANS PREPARED FOR  
U.S. Department of Transportation  
**Federal Highway Administration**  
EASTERN FEDERAL LANDS HIGHWAY DIVISION  
21400 RIDGETOP CIRCLE  
STERLING, VIRGINIA 20166

**Exhibit D**

FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION

75% PLANS  
TITLE SHEET

DEFENSE ACCESS ROAD - COLUMBIA PIKE REALIGNMENT  
ARLINGTON COUNTY, VIRGINIA

SCALE: N/A SHEET: 1

U.S. Army Corps of Engineers

ARLINGTON NATIONAL CEMETERY

**Kimley-Horn**  
1100 Commerce Park Drive, Suite 400  
Falls Church, VA 22044  
Phone: 703-228-9299 Fax: 703-228-3806  
Fax: 703-574-1500

DESIGNED: TBC  
DRAWN: OGD  
CHECKED: MRA  
MISS UTILITY TRANSMITTAL #:

FILENAME: I:\TITLE SHEET\FHWA.dwg  
PATH: \\server\projects\2020\20200422\20200422.dwg  
PLOTTED: April 22, 2020  
PLOTTED BY: olivia.decarlo

FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION

75% PLANS  
TITLE SHEET

DEFENSE ACCESS ROAD - COLUMBIA PIKE REALIGNMENT  
ARLINGTON COUNTY, VIRGINIA

SCALE: N/A SHEET: 1

FI PLANS  
 (75% DESIGN)  
 NOT FOR  
 CONSTRUCTION

FI PLANS  
 (75% DESIGN)  
 NOT FOR  
 CONSTRUCTION

ARLINGTON NATIONAL CEMETERY  
 SOUTHERN EXPANSION (ANCSE)  
 DEFENSE ACCESS ROAD (DAR) PROJECT  
 ARLINGTON COUNTY, VIRGINIA

Designed: TBC  
 Drawn: OCDD  
 Checked: MRA  
 Miss Utility Transmittal #:

Filename: 30A4 COVER SHEET.dwg  
 Path: \\s:\projects\2020\170801\ARLINGTON\_NATIONAL\_CEMETERY\DWG\30A4.dwg  
 Plotted: April 22, 2020  
 Plotted by: Tommy Cook

FEDERAL HIGHWAY ADMINISTRATION  
 EASTERN FEDERAL LANDS-HIGHWAY DIVISION

75% PLANS  
 SHEET INDEX MAP  
 ANCE DAR PROJECT  
 ARLINGTON COUNTY, VIRGINIA

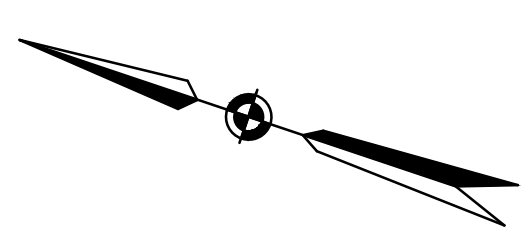
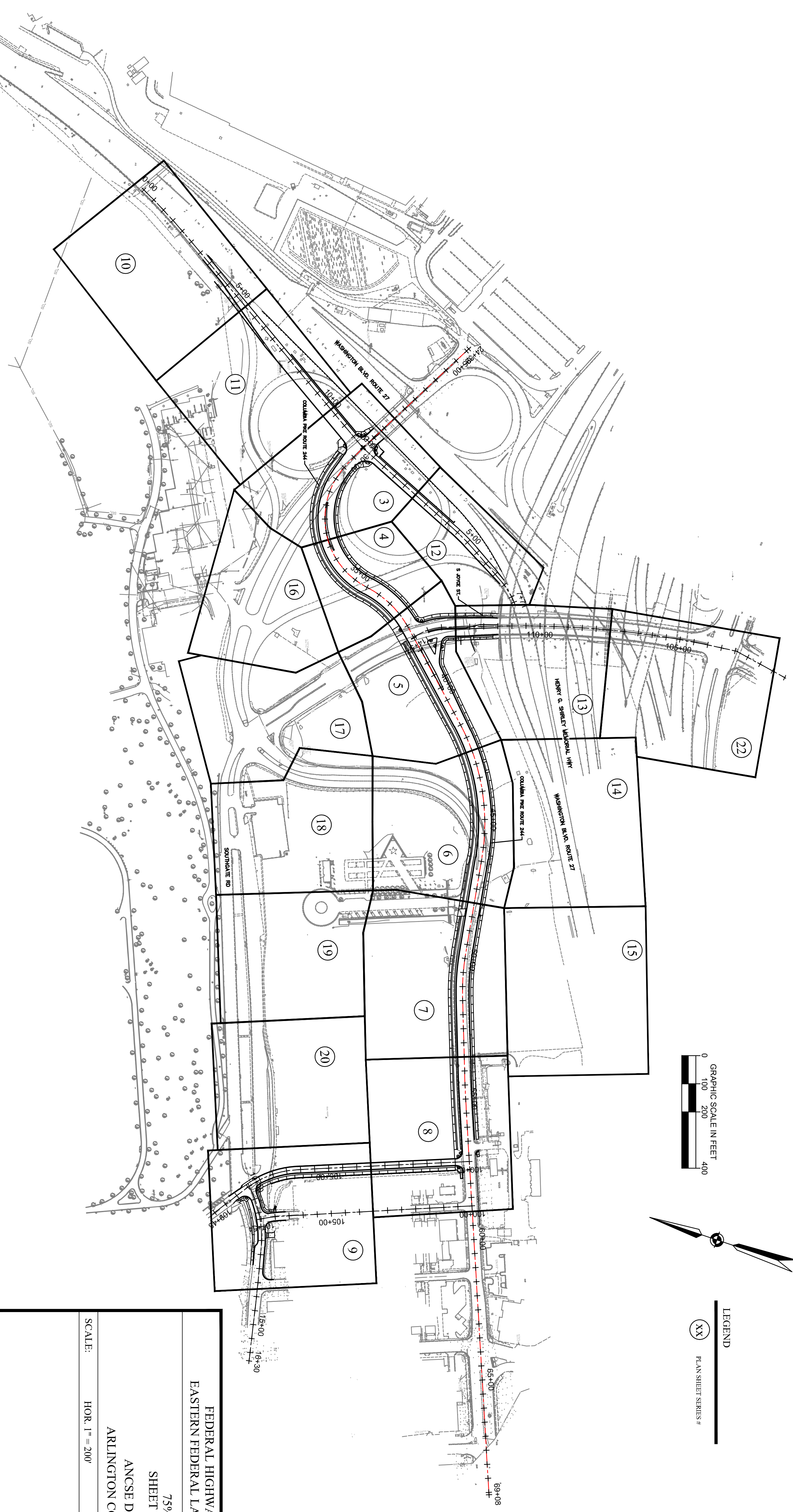
SCALE: HOR. 1" = 200' SHEET: 1A

**COLUMBIA PIKE ROUTE 244**

Arlington County, Virginia

**DEFENSE ACCESS ROAD - COLUMBIA PIKE REALIGNMENT**

- COLUMBIA PIKE: STA. 28+76 - STA. 57+78
- S. JOYCE STREET: STA. 111+50 - STA. 114+66
- S. NASH STREET: STA. 100+00 - STA. 108+71
- S. SOUTHGATE ROAD: STA. 10+00 - STA. 16+35
- S. OAK STREET: STA. 106+62 - STA. 107+49
- ROUTE 27 ON RAMP: STA. 0+00 - STA. 6+87
- ROUTE 27 OFF RAMP: STA. 2+00 - STA. 12+00



LEGEND  
 XX PLAN SHEET SERIES #

**EXHIBIT E to CONTRACT FOR RELOCATION OR ALTERATION OF FACILITIES**

Tax Map Parcel Number: not assigned

PREPARED BY THE  
OFFICE OF THE ATTORNEY GENERAL

**Exempt from recordation taxes and fees  
pursuant to Sections 58.1-811(A)(3), 58.1-811(C)(4),  
58.1-3315, 42.1-70, 17.1-266, and 17.1-279(E)**

**QUITCLAIM DEED  
ARLINGTON NATIONAL CEMETERY  
ARLINGTON COUNTY, VIRGINIA  
TRACT NOS. 105-1, 105-2, 105-3, 106 and 107**

THIS QUITCLAIM DEED, is made and entered into between the COMMONWEALTH OF VIRGINIA, acting by and through the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION (hereinafter the "GRANTOR") and the UNITED STATES OF AMERICA and its assigns (hereinafter the "GRANTEE"), acting by and through the (Deputy Assistant Secretary of the Army (Installations & Housing), pursuant to a delegation of authority from the SECRETARY OF THE ARMY (hereinafter the "ARMY") and/or (represented by the Chief, Real Estate Division, U. S. Army Corps of Engineers).

WITNESSETH THAT:

WHEREAS, the Army, under the authority of the National Defense Authorization Act of 2017, Public Law 114-328, Section 2829A, has been authorized to acquire all right, title and interest in certain lands he determines sufficient for the expansion of Arlington National Cemetery for purposes of ensuring maximization of interment sites and compatible use of adjacent properties, including any appropriate cemetery or memorial parking; and

WHEREAS, the hereinafter described property was acquired in connection with the construction, reconstruction, alteration, maintenance and repair of the State Highway System; and

WHEREAS, this conveyance is authorized in accordance with the provisions of Sections 33.2-1010 and 33.2-225 of the Code of Virginia (1950), as amended; and

WHEREAS, the GRANTOR is the fee owner of approximately 6.755 acres of land identified as Tract Numbers 105-1, 105-2 and 105-3, and holds a right of way easement over, across and upon approximately 2.415 acres of land identified as Tract Numbers 06 and 107, all of which are located in Arlington County, in the Commonwealth of Virginia, all of which contain 9.170 acres, more or less, in the aggregate and are part of the right of way known as Columbia Pike and the Route 27/Columbia Pike interchange, and the Army requires such 9.170 acres of land for the Arlington National Cemetery expansion project; and

WHEREAS, pursuant to the authority above, the GRANTOR and GRANTEE entered into that Contract for Relocation or Alteration of Facilities dated \_\_\_\_\_, 2020 ("Relocation

Agreement”), by which the GRANTEE agreed to release and convey to the GRANTOR all of its right, title and interest in such 9.170 acres of land, located in Arlington County, Virginia in exchange for the GRANTOR’s provision of substitute facilities, including all right, title and interest in certain replacement lands.

NOW THEREFORE, the GRANTOR, for and in consideration of the applicable promises and consideration set forth in the Relocation Agreement and the conveyance of other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, and forever quitclaim unto the GRANTEE, its successors and assigns, without representation or warranty, express or implied, all its right, title, and interest in the Tracts 105-1, 105-2, 105-3, 06 and 107, consisting of approximately 9.170 acres situated in the County of Arlington, in the Commonwealth of Virginia, as shown on Exhibit “A” and more particularly described on Exhibit “B”, both of which are attached hereto and made a part hereof;

**SUBJECT TO** all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

**TO HAVE AND TO HOLD** the property granted herein to the GRANTEE and its successors and assigns, together with all and singular the tenements, hereditaments, rights and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity.

**TOGETHER WITH** the right, title and interest which the GRANTOR may have in the banks, beds and waters of any streams bordering the said land to be conveyed, and also all interest in alleys, roads, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress and egress appurtenant thereto.

All or a portion of the aforesaid property may be located within the 100 year flood plain as may be determined by the Federal Emergency Management Agency.

The acquiring federal agency is the United States Department of the Army.

**EXHIBITS:**

A – Plats

B – Legal Descriptions

Deed for Arlington National Cemetery expansion land

**IN WITNESS WHEREOF**, the GRANTOR has caused this Deed to be executed by Lori A. Snider, State Right of Way and Utilities Director, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Lori A. Snider  
State Right of Way and Utilities Director

COMMONWEALTH OF VIRGINIA      )  
                                                          ) SS:  
CITY OF RICHMOND                                    )

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, City of Richmond, do hereby certify that this day personally appeared before me Lori A. Snider, whose name is signed to the foregoing instrument and who acknowledged the same to be her free act and deed on the date shown, and acknowledged the same as State Right of Way Director for and on behalf of the Commissioner of Highways and the Commonwealth of Virginia, Department of Transportation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

ACCEPTANCE BY GRANTEE

\_\_\_\_ GRANTEE, hereby accepts this Quitclaim Deed for itself, its successors and assigns, subject to all of the conditions, reservations, restrictions and terms contained therein, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
                                                  ) SS:  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, County of \_\_\_\_\_, do hereby certify that this day personally appeared before me \_\_\_\_\_, whose name is signed to the foregoing instrument and who acknowledged the same to be his free act and deed on the date shown, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_



This deed was prepared/reviewed by

\_\_\_\_\_  
Attorney  
United States (office or agency)

\_\_\_\_\_  
(Address, if required)

**Tax Map Parcel Numbers: not assigned**

**Exempt from recordation taxes and fees  
pursuant to Sections 58.1-811(A)(3), 58.1-811(C)(4),  
58.1-3315, 42.1-70, 17.1-266, and 17.1-279(E)**

**QUITCLAIM DEED  
ARLINGTON NATIONAL CEMETERY  
ARLINGTON COUNTY, VIRGINIA  
TRACT NOS. 201 AND 202**

THIS QUITCLAIM DEED, is made and entered into between the UNITED STATES OF AMERICA (hereinafter the "GRANTOR"), acting by and through (the Deputy Assistant Secretary of the Army (Installations & Housing), pursuant to a delegation of authority from the SECRETARY OF THE ARMY (hereinafter the "ARMY") and/or (represented by the Chief, Real Estate Division, U. S. Army Corps of Engineers, executing this Agreement), under the authority of the National Defense Authorization Act of 2017, Public Law 114-328, Section 2829A and in furtherance of the Contract for Relocation or Alteration of Facilities dated \_\_\_\_\_, 2020 ("Relocation Agreement") and the COMMONWEALTH OF VIRGINIA (hereinafter the "GRANTEE"), acting by and through the Commonwealth of Virginia, Department of Transportation.

WITNESSETH THAT:

WHEREAS, the GRANTOR is the owner of certain real property identified as Tract Numbers 201 and 202, located in Arlington County, in the Commonwealth of Virginia;

WHEREAS, the National Defense Authorization Act of 2017, Public Law 114-328, Section 2829A.b. authorized the Secretary of the Army to convey through land exchange to the GRANTEE all right, title, and interest of the United States in and to one or more parcels of property east of Joyce Street in Arlington County, Virginia, necessary for the realignment of Columbia Pike and the Washington Boulevard-Columbia Pike interchange, as well as for future improvements to Interstate 395 ramps and other real property under control of the Secretary determined by the Secretary to be excess to the needs of the Army;

Grantee's address:  
Virginia Department of Transportation  
Right of Way Division  
1401 East Broad Street  
Richmond, Virginia 23219

**Exhibit F**

WHEREAS, pursuant to such authority, the GRANTOR and the GRANTEE entered into the Relocation Agreement, by which the GRANTEE agreed to transfer to the GRANTOR in fee approximately 6.755 acres of land, and release the GRANTEE's easement for right of way over approximately 2.415 acres of land, all of which is located in Arlington County, Virginia and is part of the right of way known as Columbia Pike and the Route 27/Columbia Pike interchange, in exchange for the GRANTOR's provision of substitute facilities, including all right, title, and interest in replacement lands,

NOW THEREFORE, the GRANTOR, for and in consideration of the applicable promises and consideration set forth in the Relocation Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, all its right, title, and interest in Tract Numbers 201 and 202, located in the County of Arlington, in the Commonwealth of Virginia, containing in the aggregate 1.204 acres, more or less, as shown on Exhibit "A" and more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Property");

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed.

TOGETHER with all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the GRANTEE covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity by the United States and other interested parties as allowed by federal, state or local law; that the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS set forth here are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns:

**1. CERCLA NOTICE**

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\_\_\_\_\_ [Note: clauses concerning notice provisions related to CERCLA will be inserted if and to the extent appropriate and as agreed by the parties.]

## **2. CERCLA COVENANT**

[Note: clauses concerning covenants related to CERCLA will be inserted if and to the extent appropriate and as agreed by the parties.]

## **3. RIGHT OF ACCESS**

[Note: clauses concerning Grantor's retained right of access related to CERCLA-required remediation will be inserted if and to the extent appropriate and as agreed by the parties.]

## **4. "AS IS"**

A. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The GRANTEE understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

## **5. HOLD HARMLESS**

A. To the extent authorized by law, the GRANTEE, its successors and assigns, covenant and agree to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the GRANTEE, its successors and assigns, and (2) any and all any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

B. The GRANTEE, its successors and assigns, covenant and agree that the GRANTOR shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including

without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the GRANTOR's obligation under the CERCLA Covenant or any other statutory obligations.

## **6. POST-TRANSFER DISCOVERY OF CONTAMINATION**

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, the GRANTEE, its successors or assigns, shall be responsible for such release or newly discovered substance unless the GRANTEE is able to demonstrate that such release or such newly discovered substance was due to the GRANTOR's activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, the GRANTEE will immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and the GRANTEE will not further disturb such hazardous substances without the written permission of the GRANTOR.

B. The GRANTEE, its successors and assigns, as consideration for the conveyance of the Property, agree to release the GRANTOR from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the GRANTOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR's indemnification obligations under applicable laws.

## **7. ANTI-DEFICIENCY ACT**

The GRANTOR's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

## **8. NO WAIVER**

The failure of the GRANTOR to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

## **9. ENVIRONMENTAL PROTECTION PROVISIONS**

[Note: Environmental Protection Provisions, such as Notice of Wetlands, Notice of Historic Property and Preservation Covenant, Notice of Archeological Property Preservation Covenant, Endangered Species Act, etc., will be inserted if and to the extent appropriate and as agreed by the parties.]

**EXHIBITS :**

A – Plat

B – Legal Description

**IN WITNESS WHEREOF,** the GRANTOR has caused this Deed to be executed in its name by [the Deputy Assistant Secretary of the Army for Installations and Housing (I&H)], this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

UNITED STATES OF AMERICA

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

**ACKNOWLEDGEMENT**

COMMONWEALTH OF VIRGINIA        )  
                                                                                                  ) SS:  
COUNTY OF ARLINGTON            )

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, [Joseph W. Whitaker, Deputy Assistant Secretary of the Army (I&H)], whose name is signed to the foregoing instrument and who acknowledged the foregoing instrument to be his free act and deed on the date shown, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

ACCEPTANCE BY GRANTEE

GRANTEE hereby accepts this Quitclaim Deed for itself, its successors and assigns, subject to all of the conditions, reservations, restrictions and terms contained therein, this \_\_\_\_ day of \_\_\_\_\_ 202\_.

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Stephen C. Brich, P.E.  
Commissioner of Highways

COMMONWEALTH OF VIRGINIA )  
 ) SS:  
CITY OF RICHMOND )

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, City of Richmond, do hereby certify that this day personally appeared before me Stephen C. Brich, whose name is signed to the foregoing instrument and who acknowledged the same to be his free act and deed on the date shown, and acknowledged the same as Commissioner of Highways for and on behalf of the Commonwealth of Virginia, Department of Transportation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

**EXHIBITS SHOULD BE ATTACHED STARTING HERE**