

**MEMORANDUM OF AGREEMENT
BETWEEN THE DEPARTMENT OF HISTORIC RESOURCES
AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION,
REGARDING REPLACEMENT OF HAMILTON ROAD (ROUTE 695) BRIDGE,
LOUISA COUNTY, VIRGINIA**

RECITALS

WHEREAS, the Virginia Department of Transportation (VDOT), at the direction of the Louisa County Board of Supervisors, proposes to replace the structurally deficient Hamilton Road (Route 695) Bridge (Structure No. 6057) which carries Route 695/Hamilton Road over the north fork of the South Anna River in Louisa County (VDOT Project No. 00695-054-28039410; Department of Historic Resources (DHR) File No. 2025-3852) with a new bridge consisting of a modified Warren Type truss (similar to U.S. Bridge Company fabricated “Cambridge flat truss”; see Attachment A), hereinafter referred to as the “Project”; and

WHEREAS, the Project is solely funded through state construction funds without any involvement from the Federal Highway Administration or a permit from the United States Army Corps of Engineers, making it subject to review under the State Environmental Review Process and the terms of the *Programmatic Agreement Between the Virginia Departments of Transportation and Historic Resources Concerning Interagency Project Coordination* executed January 13, 1999 (hereafter “1999 State PA”); and

WHEREAS, VDOT, in consultation with DHR, has determined that the Area of Potential Effects (APE) for the Project, pursuant to the 1999 State PA and consistent with 36 CFR 800.4(a)(1), is defined as the construction footprint required for the removal of the existing bridge and installation of a new structure, as well as the immediate viewshed of the existing Hamilton Road (Route 695) Bridge (Attachment B) and DHR concurred with this APE on 9 May 2025; and

WHEREAS, VDOT, in consultation with DHR and other stakeholders, and consistent with Stipulation 8 of the 1999 State PA, has completed the identification of historic properties within the Project’s APE with the results documented in an architectural survey report titled “Architectural Survey Management Summary for the Hamilton Road Bridge Replacement Project, Louisa County, Virginia” (Rummel, Klepper, and Kahl, LLP; July 2025); and

WHEREAS, VDOT, in consultation with DHR and the stakeholders, and pursuant to Stipulation 7.b. and 7.c. of the 1999 State PA, has identified and recommended the Green Springs Rural Historic District (DHR No. 054-0111) as a historic property listed in the Virginia Landmarks Register (VLR) and the National Register of Historic Places (NRHP), and designated by the National Park Service as a National Historic Landmark (NHL); Hard Bargain (054-0084/054-0111-0025) as individually eligible for listing in the VLR/NRHP under Criterion C and contributing to the Green Springs Rural Historic District; and VDOT Structure No. 6057 (DHR No. 054-5010/054-0111-0040) and The Glass House, 1611 Hamilton Road (DHR No. 054-5043/054-0111-0039), as contributing resources to the Green Springs Rural Historic District but not individually eligible for listing in the VLR/NRHP; and VDOT conveyed these recommendations to DHR and the stakeholders in a letter dated 23 July 2025; and

WHEREAS, DHR, in letters dated 8 and 15 August 2025 concurred with VDOT that Green Springs Rural Historic District remains eligible for listing in the VLR/NRHP and retains its significance as an

NHL, Hard Bargain is individually eligible for listing in the VLR/NRHP under Criterion C and remains contributing to the Green Springs Rural Historic District, and VDOT Structure No. 6057 and The Glass House, remain contributing to the Green Springs Rural Historic District; however, DHR disagreed with VDOT that VDOT Structure No. 6057 and The Glass House are not individually eligible for listing in the VLR/NRHP and recommended these properties as VLR/NRHP eligible under Criterion C; and

WHEREAS, VDOT, in consultation with DHR and other stakeholders, and pursuant to Stipulation 7.d. of the 1999 State PA, has determined that the Project will constitute an adverse effect on VDOT Structure No. 6057 and the Green Springs Rural Historic District as a whole, and conveyed this determination to DHR and the stakeholders in the same 23 July 2025 letter and DHR concurred with VDOT's adverse effect determination in the same 8 and 15 August 2025 letters; and

WHEREAS, VDOT, in consultation with DHR and other stakeholders, and pursuant to Stipulation 18 of the 1999 State PA, developed this Memorandum of Agreement (Agreement) to mitigate the adverse effect to the Green Springs Rural Historic District and VDOT Structure No. 6057 resulting from the Project; and

WHEREAS, due to the known interest by certain organizations and individuals in the Project and its potential to affect historic properties, VDOT invited those stakeholders listed in Attachment C to participate in this consultation and DHR concurred with the list of stakeholders on 9 May 2025; and

WHEREAS, VDOT contracted the Institute for Engagement & Negotiation (IEN) at the University of Virginia to serve as a facilitator for a series of stakeholder meetings held on 10 July 2024, 30 January 2025, 26 March 2025, 28 August 2025 designed to solicit input from the stakeholders to assist VDOT reaching an informed decision concerning the future disposition of VDOT Structure No. 6057 and to develop mitigation measures for this Agreement; and

WHEREAS, members of the public were provided an opportunity to comment on the Project on 6 March 2023 and 18 March 2024 during Louisa County Board of Supervisor meetings

NOW, THEREFORE, VDOT and DHR (hereinafter referred to collectively as the "Signatories") agree that the Project shall be implemented in accordance with the following stipulations in order to take into account the effects of the Project on historic properties.

STIPULATIONS

VDOT shall ensure that the following measures are carried out:

I. Mitigation Measures

- A. Architectural Salvage of a Portion of VDOT Structure No. 6057 (DHR No. 054-5010/054-0111-0040)
 1. Prior to beginning the demolition of VDOT Structure No. 6057, VDOT shall, in consultation with Louisa County, identify a mutually acceptable portion of the bridge no larger than six (6) feet in any dimension for architectural salvage and offer it for transfer of ownership to Louisa County.

2. VDOT shall ensure that during the dismantling process of VDOT Structure No. 6057 the identified portion of the bridge selected for architectural salvage is carefully removed from the structure and securely stored onsite in a manner that protects it from damage or vandalism until such time as Louisa County can take possession of it.
 3. Louisa County shall be responsible for, and bear any costs of, selecting a final location for the storage or display of the portion of VDOT Structure No. 6057 identified for architectural salvage, transporting it to the selected location, and displaying it.
 4. The transfer of ownership of a portion of VDOT Structure No. 6057 from VDOT to Louisa County shall be governed by applicable state laws, regulations, and practices.
 5. Louisa County is under no obligation to accept ownership of a portion of VDOT Structure No. 6057 as offered by VDOT. If Louisa County refuses ownership of a portion of VDOT Structure No. 6057, VDOT has no further obligations under this stipulation.
- B. Historic Transportation Study Report of Green Springs Rural Historic District (DHR No. 054-0111)
1. Within twenty-four (24) months of execution of this Agreement, VDOT shall produce a draft Historic Transportation Study Report (Report) of the Green Springs Rural Historic District. The Report shall, at a minimum, include the following:
 - a. A history of the development of transportation networks such as Native American trails, colonial and modern roads, turnpikes, fords, bridges, railroads, etc. located within the NHL boundaries of the Green Springs Rural Historic District.
 - b. Placement of the transportation networks identified in Stipulation I.B.1.a, above, into proper historic context regarding the pre-contact, European settlement, agricultural and economic development of Louisa County generally and the Green Springs community specifically, military operations in the American Revolutionary War and Civil War, early-twentieth century automobile tourism, and other significant cultural, historical, and sociological developments.
 - c. Incorporation of historic photographs, maps, and other appropriate illustrations to supplement the text.
 - d. Identification of extant segments of Native American trails, colonial and early Federal roads, turnpikes, fords, bridges, etc.
 2. VDOT shall provide the draft Report to DHR and the stakeholders for review and comment pursuant to Stipulation III.B., below.
 3. VDOT shall provide DHR, Louisa Historical Society, and Louisa County Public Library one (1) bound hardcopy and one (1) electronic copy of the final Report; and electronic copies to other stakeholders upon written request.
- C. Interpretive Marker for VDOT Structure No. 6057 (DHR No. 054-5010/054-0111-0040)
1. VDOT shall, at its own expense, develop, have fabricated, and install one (1) interpretive marker for VDOT Structure No. 6057.
 2. The interpretative marker shall include information about the engineering and design of VDOT Structure No. 6057, its history and importance within the context of the historic road network and economic development of the Green Springs area, and the career of W. R. Glidden. The interpretive marker shall also have at least one (1) illustration.
 3. Within twelve (12) months of execution of this Agreement, VDOT shall produce or have produced draft text for the interpretive marker.
 4. VDOT shall provide the draft interpretive marker text to DHR and the stakeholders for review and comment pursuant to Stipulation III.B., below.
 5. VDOT shall identify, in consultation with DHR and the stakeholders, an appropriate location to install the interpretative marker.

- D. Documentation of VDOT Structure No. 6057 (DHR No. 054-5010/054-0111-0040)
1. Within six (6) months of execution of this Agreement, VDOT shall complete a draft National Park Service (NPS) Historic American Engineering Record (HAER) Level II (Short Form) Documentation of VDOT Structure No. 6057 in compliance with the NPS *Historic American Engineering Record Guidelines for Historical Reports* (2008, updated December 2017, with office addressed updated January 2025).
 2. VDOT shall provide the draft HAER Level II (Short Form) documentation to NPS, DHR, and the stakeholders for review and comment pursuant to Stipulation III.B, below.
 3. VDOT shall provide the final draft HAER Level II (Short Form) documentation to NPS for approval and acceptance.
 4. VDOT shall provide DHR, Louisa Historical Society, and Louisa County Public Library one (1) bound hardcopy and one (1) electronic copy of the NPS-approved HAER Level II (Short Form) documentation, and electronic copies to other stakeholders upon written request.
 5. Within one (1) month of NPS approval of the HAER Level II (Short Form) documentation, VDOT shall update the DHR Virginia Cultural Resource Information System (VCRIS) form for VDOT Structure No. 6057 based on the information included in the HAER Level II (Short Form) documentation.
- E. VDOT shall notify DHR and the stakeholders in writing when the mitigation measures described under this Stipulation are completed.

II. Professional Qualifications

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

III. Preparation and Review of Documents

A. All technical materials 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) and with DHR's *Guidelines for Conducting Historic Resources Survey in Virginia* (rev. 2017), or subsequent revisions or replacements to these documents.

B. The DHR and the stakeholders to this Agreement agree to provide comments to the VDOT on all technical materials and other documentation arising from this Agreement within thirty (30) calendar days of receipt. If no comments are received from DHR or a stakeholder within this review period, the VDOT may assume that the non-responsive party has no comment. The VDOT shall ensure that all comments received within the thirty (30) calendar-day review period are addressed in the final documentation.

IV. Post Review Discoveries

- A. In the event previously unidentified potential historic properties are discovered within the APE or if unanticipated effects on historic properties occur during project construction, the VDOT shall immediately halt all construction work in the area of the resource and, for the discovery of any

archaeological resource, in surrounding areas where additional subsurface remains can reasonably be expected to occur and be impacted by project construction. Construction work in all other areas of the project may continue.

- B. VDOT shall notify DHR and the stakeholders within two (2) working days of the discovery. If the discovery includes potential pre-contact or historic Indian properties, the VDOT shall also notify the appropriate federal and/or state recognized Indian Tribe(s) that may attach cultural and religious significance to the property within two (2) working days of the discovery.
- C. VDOT shall ensure that an archaeologist or architectural historian, as appropriate, that meets the professional qualifications established to Stipulation II., above, will investigate the work site and the discovered property, and shall forward an assessment of the VLR eligibility of the resource and proposed treatment actions to resolve adverse effects to DHR, the stakeholders, and appropriate federal and/or recognized Tribe(s), if applicable. The DHR, the stakeholders, and appropriate federal and/or recognized Tribe(s), if applicable, shall respond within five (5) working days of receipt of the assessment of NRHP eligibility of the resources and/or the proposed treatment plan to resolve adverse effects. The VDOT shall take into account the comments received from DHR, the stakeholders, and appropriate federal and/or recognized Indian Tribe(s), if applicable, regarding the VLR eligibility of the resources and/or the proposed treatment plan to resolve adverse effects, when developing and implementing a plan of action.
- D. VDOT shall ensure that construction work within the area of the discovery does not proceed until appropriate treatment measures are developed and implemented, or the determination is made that the resource is not eligible for listing in the NRHP.

V. Treatment of Human Remains

- A. The VDOT shall treat human remains and associated funerary objects encountered during the course of actions as a result of this Agreement in a manner consistent with the Advisory Council on Historic Preservation's "Policy Statement on Burial Sites, Human Remains and Funerary Objects" (updated, March 1, 2023) and the Virginia Antiquities Act (§ 10.1-2302 *Code of Virginia*) and its implementing regulation (17VAC5-20), adopted by the Virginia Board of Historic Resources and published in the Virginia Register on July 15, 1991.
- B. If the human remains and associated funerary objects encountered are likely to be of Native American origin, the VDOT, with the assistance of DHR, shall determine the treatment of Native American human remains and associated funerary objects in consultation with the appropriate federal and/or state recognized Indian Tribe(s).
- C. The VDOT shall make a reasonable effort to ensure that the public is excluded from viewing and photographing human remains and associated funerary objects. The signatories to this Agreement shall not release to the press or public photographs of any human remains, gravesites or funerary objects, subject to applicable freedom of information laws, regulations, and policies.

VI. Dispute Resolution

- A. Should a Signatory to this Agreement object in writing regarding any action carried out or proposed with respect to this Agreement or to the implementation of its terms, the signatories shall consult to resolve the objection.

- B. If a stakeholder objects in writing to VDOT regarding any action carried out or proposed with respect to this Agreement or to the implementation of its terms, VDOT shall take the objection into consideration and respond to the objecting party in writing, with copy to DHR, within thirty (30) days after notification of the objection as to how it intends to address the objection.
- C. If the objection is raised by DHR and if after initiating such consultation either the VDOT or DHR finds that further consultation at the staff level will not resolve the objection, the VDOT Commissioner and the DHR Director will consult to resolve the objection prior to the VDOT making a final decision on how to proceed with resolving the objection.
- D. If the VDOT Commissioner and the DHR Director cannot resolve the objection within thirty (30) calendar days, the secretaries of Transportation and Natural and Historic Resources will consult to resolve the objection prior to the VDOT making a final decision on how to proceed with resolving the objection.
- E. If the secretaries of Transportation and Natural and Historic Resources cannot resolve the objection within thirty (30) calendar days, the VDOT shall forward all documentation relevant to the objection, including a proposed response to the objection, to the Secretary of the Administration for comment.
- F. The VDOT shall take into account any recommendations or comments provided by the Secretary of Administration with reference to the subject of the objection when making a final decision on how to proceed with resolving the objection. Those responsibilities or actions not associated with the objection remain unchanged and may proceed.
- G. Should a member of the public raise an objection in writing pertaining to a proposed action or the implementation of the measures stipulated in this Agreement, the signatory receiving the objection shall notify the other signatory to this Agreement of the objection. The VDOT and DHR shall consult, as necessary, regarding the objection prior to responding to the objection.

VII. Amendments and Termination

- A. Any Signatory to this Agreement may propose in writing that the Agreement be amended, whereupon VDOT and DHR shall consult to consider such an amendment.
- B. If VDOT and DHR agree such an amendment to this Agreement is necessary, they shall consult to develop an amendment.
- C. Any amendment to this Agreement shall become effective upon the date of the last signature of the Signatories.
- D. If VDOT decides it will not proceed with the Project, VDOT may notify DHR and the stakeholders and then this Agreement shall become null and void.
- E. If this Agreement is terminated or rendered null and void, VDOT shall submit to DHR a technical report on the results of any architectural studies conducted prior to and including the date of termination and shall ensure that any associated historic documentation or photos collected by VDOT are submitted to DHR.

VIII. Duration

This Agreement shall continue in full force and effect for 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, the VDOT may request that the Signatories consider an extension of this Agreement. No extension or modification shall be effective unless all Signatories have agreed with it in writing.

IX. Execution

This Agreement may be executed in counterparts, with a separate page for each Signatory. The VDOT shall ensure that DHR is provided a copy of the fully executed Agreement.

Execution of this Agreement by VDOT and DHR and implementation of its terms, evidence that the VDOT has taken into account the effect of the Project on historic properties pursuant to the requirements of SERP and the 1999 State PA.


SIGNATORY:

DEPARTMENT OF HISTORIC RESOURCES

By:  _____ Date: 09/29/2025
Julie V. Langan, Director
Department of Historic Resources

SIGNATORY:

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: 
Chris Swanson, PE
Environmental Division Director

Date: 09/29/2025

Attachment A: U.S. Bridge Company “Cambridge Flat Truss”



Attachment B: Area of Potential Effects (APE)



Attachment C: Invited Stakeholders

- Historic Green Springs, Inc.
- Louisa Historical Society
- National Parks Service (NPS)
- Louisa County Administrator
- Louisa County Board of Supervisors
- Louisa County Planning and Zoning Department
- Louisa County Rescue Squad
- Fire and EMS
- Louisa Public Schools
- Farm Bureau
- Troy Lamb (Hamilton Road Resident)
- Tori and Bryan Hinnant (Hamilton Road Residents)
- Megan and Mason Lecky (Hamilton Road Residents)
- Melinda McCall (Hamilton Road Resident)
- Dick Havasy (Hamilton Road Resident)
- Chad Hensley (Hamilton Road Resident)
- Karen Hulebak (Green Springs Resident)
- Amanda Welch (Green Springs Resident)