

**MEMORANDUM OF  
UNDERSTANDING**

**BETWEEN**

**DEPARTMENT OF THE**

**ARMY AND**

**COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA**

**I. Purpose:** The purpose of this Memorandum of Understanding (MOU) is to establish a framework for collaboration between the Department of the Army (Army), now having administrative jurisdiction for certain lands of the United States of America (USA), and the County Board of Arlington County, Virginia (County) for the consideration and development of a future land exchange agreement between the County and the Army. The properties under consideration are in and around the site now or previously known as the Navy Annex site (FOB-2).

This MOU generally describes the properties under consideration, the key objectives of both the Army and the County (Parties), the numerous additional entities having a legal or other interest in any possible exchange, and some of the due-diligence processes needed to be completed by both the Parties before any exchange.

**II. Background:** As authorized by Sec. 2881 of the National Defense Authorization Act for Fiscal Year 2005 (Public Law 108-375), the Department of Defense, Washington Headquarters Service (WHS), then having administrative jurisdiction for certain lands of the USA, and the County and the USA executed a land exchange agreement (Exchange Agreement) on September 17, 2008 whereby part of the County-owned Southgate Road right of way would be conveyed to the USA in exchange for an approximately equal amount of acreage on the Navy Annex property north of Columbia Pike, subject to certain preconditions.

As required by Public Law 106-65, on January 1, 2012, administrative jurisdiction over the Navy Annex was transferred from the Secretary of Defense to the Secretary of the Army.

After the execution of the 2008 Exchange Agreement, the Army made further analysis of its expansion plans for Arlington National Cemetery. In April 2012, the Department of Defense WHS terminated the Exchange Agreement.

Although the 2008 Exchange Agreement was terminated, the Army indicated a willingness and desire to work collaboratively with the County to formulate a new exchange agreement between the Army and the County which might better serve both Arlington National Cemetery and the County. The purpose of this MOU is to frame, generally, the concept of a future exchange, identify some of the potential issues, and address the tasks to be accomplished before a new exchange agreement can be prepared.

### **III. Objectives:**

- A. The Army understands that a larger, more comprehensive exchange of properties with the County presents the opportunity for Arlington National Cemetery to substantially increase the contiguous area of land available for grave sites and other cemetery-related purposes. In pursuit of that objective, the Army will evaluate the possible advantages to Arlington National Cemetery of the County's proposed realignment of Columbia Pike at, and easterly of, the Air Force Memorial (as generally depicted in Exhibit 1), the acquisition of the Southgate Road right-of-way, and the acquisition of land currently owned or controlled by the Commonwealth of Virginia (State).
- B. The County understands that a larger, more comprehensive exchange of properties with the Army presents the opportunity for the County to acquire a larger parcel(s) of land south of a realigned Columbia Pike for County and/or public uses and purposes. In pursuit of that objective, the County will evaluate the advantages of a realignment of Columbia Pike at, and easterly of, the Air Force Memorial (as generally depicted in Exhibit 1), the conveyance of all County owned portions of the Southgate Road right-of-way to the Army, and the acquisition of land currently under the administrative jurisdiction of the Army.
- C. The County recognizes and supports the mission of Arlington National Cemetery to provide the space, environment and protocols to "Honor the Fallen" while the Army recognizes and supports the County's interest in public land use planning, a multimodal transportation system, protection of the environment, historic preservation, commemoration and public education.
- D. The Parties understand that, to achieve their respective objectives, there are a multitude of funding, planning, design, and construction requirements that must be met, in addition to the potential need for legislation. The Parties have a mutual goal of completing all appropriate due diligence, and negotiating and entering into an exchange agreement, as soon as reasonably practicable.

**IV. Description of Lands:** Exhibit 1 is a conceptual diagram that illustrates one potential “desired future state” that the Army and the County agree to evaluate and consider for a possible new exchange agreement. The exhibit shows the retention by the Army of all Navy Annex land to the north of a realigned and improved Columbia Pike, and a 55 foot wide easement for street and utility purposes to be conveyed by the Army to the County along the western-most boundary to provide for a County road for access from Columbia Pike to Joint Base Myer-Henderson Hall. Exhibit 1 also contemplates the conveyance to the Army of the entire County-owned Southgate Road right-of-way, along with certain portions of County-owned Columbia Pike, for Arlington National Cemetery purposes. In this diagram, all of the available land south of Columbia Pike, running from the now existing VDOT facility on the west to Joyce Street on the east, would be conveyed to the County. The Exhibit is based on the assumption that the State would agree to convey to the Army land south of Columbia Pike and east of S. Joyce Street that is currently owned by the State. However, both Parties recognize that this outcome will require the active participation and approval of the State, which is not a party to this MOU.

**V. Mutual Understandings:** The Parties hereby agree:

- A. To work collaboratively with other federal, state and local stakeholders, and other interested entities, to discuss the feasibility and desirability of the County realigning Columbia Pike and exchanging lands, as generally depicted in Exhibit 1, for the purposes described in this MOU.
- B. That the County will make an assessment, and determine the feasibility, of using the lands south of Columbia Pike, as generally depicted in Exhibit 1, for the purposes described in this MOU.
- C. That the Parties will work collaboratively with VDOT, FHWA, WHS and other stakeholders on technical studies and processes to advance the redesign of the Washington Blvd./Columbia Pike interchange and the realignment of Columbia Pike as generally depicted in Exhibit 1.
- D. That the Army will work with WHS, in deconstructing the Navy Annex, to physically reserve a 55-foot wide strip of property along the western boundary of the Navy Annex site, for conveyance to the County of an easement for street and utility purposes, necessary for construction of a County road sufficient to meet the current and future access needs of Joint Base Myer-Henderson Hall. The County shall be solely responsible for securing all funding necessary for the construction and ongoing maintenance of the street and any utilities.
- E. To cooperate in the free and timely exchange of information; to allow access to their

respective lands by technical personnel involved in due diligence assessments and analysis; and to explore the possibility of participating collaboratively in each other's planning and community processes to the extent mutually beneficial.

- F. To share all relevant maps, drawings, and other documents to support their respective due diligence and planning efforts and to provide access to key personnel.
- G. Both parties agree to identify appropriate funding opportunities, within existing fiscal and statutory constraints, that must precede the contemplated land exchanges.
- H. The Parties understand the complexities involved in the contemplated land exchanges and the major infrastructure modifications that would be necessary to achieve the "desired future state." The Parties further understand the necessity of maintaining a fully-functional, effective and safe transportation network through all phases of construction. To that end, the Parties agree to work together in an effort to provide each other with the necessary property interests required to maintain such a transportation network.
- I. To diligently pursue a new exchange agreement that, among other things, would result in an exchange of properties (not necessarily of equal acreage), to address the objectives outlined in Sections IIIA and IIIB above.
- J. To work collaboratively with VDOT and State elected officials to achieve the related conveyance of State lands to the Army.
- K. To collaborate and coordinate all external communications.

**VI. Effective Date and Termination:** This is a non-binding MOU which is effective on the date last signed below. This MOU will remain in effect for a period not to exceed 5 years from the effective date, unless this MOU is first terminated, in writing, by one of the Parties, effective upon 90 days prior written notice of such termination to the other Party, or until an exchange agreement is executed by and between the County and the Army.

COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

By: Brian M. Donella  
Title: County Manager  
Date: January 10, 2013

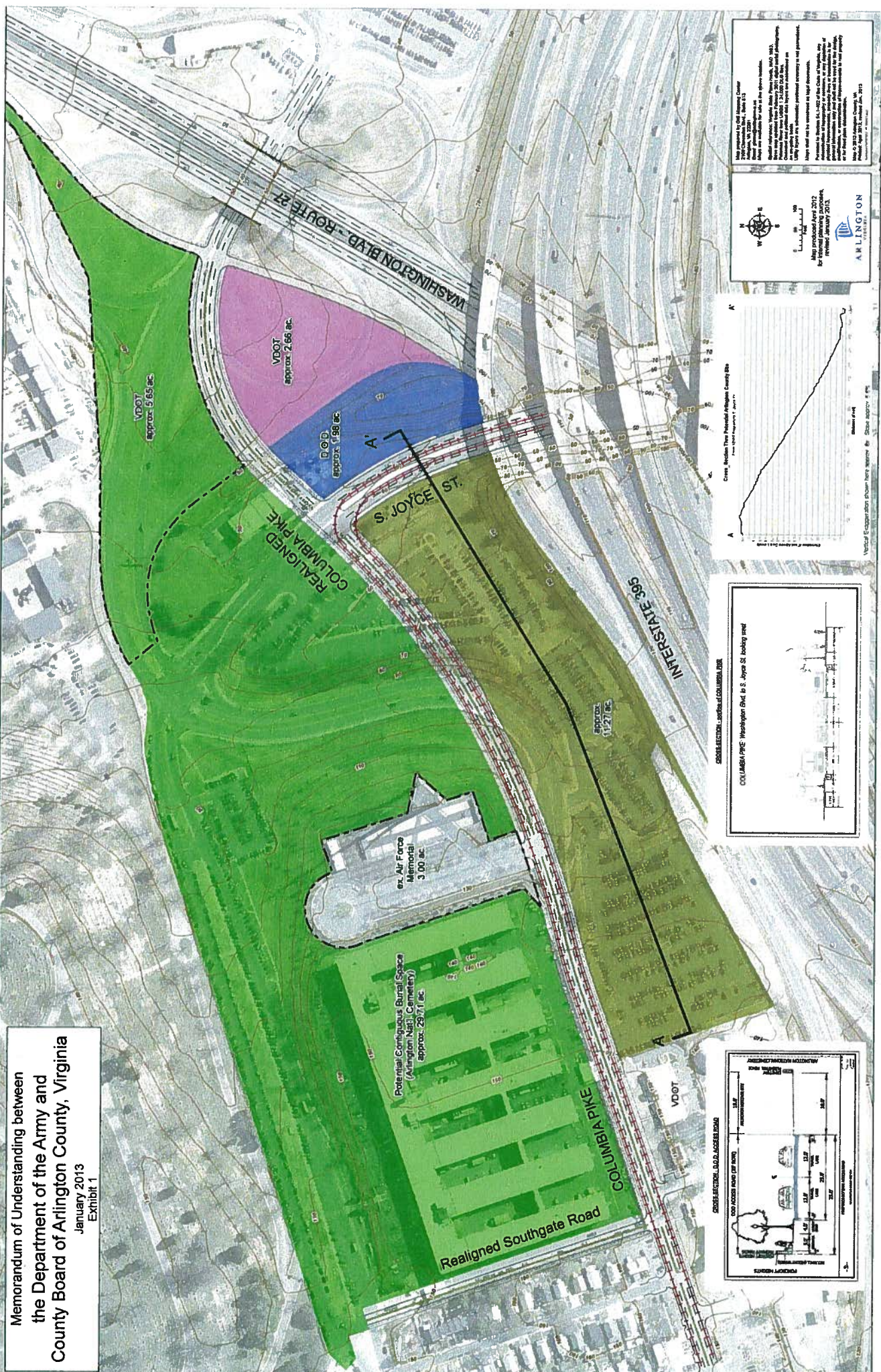
DEPARTMENT OF THE ARMY

By: Kathryn A Condon  
Title: Executive Director, ANMC  
Date: January 9, 2013





Memorandum of Understanding between  
 the Department of the Army and  
 County Board of Arlington County, Virginia  
 January 2013  
 Exhibit 1



Map prepared by the County Board of Arlington County, Virginia, in accordance with the provisions of the Virginia Freedom of Information Act, Chapter 18.1 of the Code of Virginia, § 2.1-201. The County Board of Arlington County, Virginia, is not responsible for the accuracy of the information presented herein or for any consequences that may result from its use. The County Board of Arlington County, Virginia, is not responsible for the accuracy of the information presented herein or for any consequences that may result from its use. The County Board of Arlington County, Virginia, is not responsible for the accuracy of the information presented herein or for any consequences that may result from its use.

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