

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL RAILROAD ADMINISTRATION,
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RAIL DIVISION,
AND
THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
FOR
PROPOSED SOUTHEAST HIGH-SPEED PASSENGER RAIL PROJECT SEGMENT
FROM THE VIRGINIA-NORTH CAROLINA STATE LINE
TO RALEIGH, NORTH CAROLINA
NCDOT TIP PROJECT No. P-3819
FEDERAL AID PROJECT No. FR-HSR-0057-11-01-00**

WHEREAS, the Federal Railroad Administration (FRA) anticipates future requests to provide financial assistance to construct the infrastructure to support high-speed passenger rail service in the travel corridor from Washington, District of Columbia, through Richmond, Virginia, including the Hampton Roads, Virginia region, and Raleigh, North Carolina, to Charlotte, North Carolina, collectively referred to as the Southeast High-Speed Rail (SEHSR) project with construction by the North Carolina Department of Transportation Rail Division (NCDOT-Rail), and the Virginia Department of Rail and Public Transportation (DRPT); and

WHEREAS, NCDOT-Rail proposes to construct that portion of the SEHSR project between the Virginia-North Carolina State line and Raleigh (the Project); and

WHEREAS, the FRA developed a Programmatic Agreement (Agreement) pursuant to 36 CFR Part 800.14(b) of the regulations implementing Section 106 of the National Historic Preservation Act (54 USC 300101 et seq.) (Section 106), to provide a consistent process for considering the effects of each portion of the SEHSR project on historic properties and resolving adverse effects where appropriate; and

WHEREAS, the Agreement was signed by FRA, the North Carolina State Historic Preservation Officer (NC SHPO), the Advisory Council on Historic Preservation (Council), NCDOT-Rail, DRPT, and the Virginia State Historic Preservation Office on April 12, 2016; and

WHEREAS, the FRA and NC SHPO have agreed that if FRA provides financial assistance to construct the improvements and upgrades required for the Project, the Project would be considered an undertaking under Section 106; and

WHEREAS, the Project has an area of potential effects (APE) as shown in Appendix A and will have effects upon historic properties listed on or determined eligible for listing on the National Register of Historic Places (NRHP) (historic properties) as shown in Appendix B; and

WHEREAS, the FRA notified the Council of the potential for adverse effects for the Project pursuant to 36 CFR Part 800.6 on June 22, 2010, and the Council declined to formally participate in the development of this Memorandum of Agreement (MOA) on January 21, 2016; and

WHEREAS, the FRA is the lead federal agency for the SEHSR project and for the Project under the National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 *et seq.*) and pursuant to the NEPA, FRA prepared and published a Draft Environmental Impact Statement in May 2010 and a Final Environmental Impact Statement (FEIS) in August 2015; and

WHEREAS, by letter dated February 28, 2007, in accordance with 36 CFR § 800.2(c)(4), FRA delegated to NCDOT-Rail the authority to consult with the NC SHPO;

WHEREAS, the FRA and NCDOT-Rail have shared information about the Project, including its effects on historic properties, with the public multiple times via the NEPA process as outlined in the FEIS; and

WHEREAS, NCDOT-Rail and the NC SHPO have conducted public outreach with towns, communities, and directly affected property owners to discuss and consider their views concerning design and construction options adjacent to or within historic properties or districts, to and solicit other consulting parties; and

WHEREAS, NCDOT-Rail has participated in the identification of the historic properties and assessment of effects and, if FRA has an undertaking, along with FRA, NCDOR-Rail will be responsible for implementing minimization and/or mitigation measures, and has been invited by the FRA, and NC SHPO to be a signatory to this MOA; and

WHEREAS, FRA initiated government-to-government consultation with the Catawba Indian Nation on July 20, 2009, the Catawba Indian Nation accepted on December 1, 2015, and FRA invited them to concur with this MOA; and

WHEREAS, FRA invited the parties listed below to participate as consulting parties for the Project, and invited these parties to concur with this MOA; and

- Atlantic Coast Line & Seaboard Air Line Railroad Historical Society
- Civil War Preservation Trust
- CSX Transportation
- Preservation North Carolina
- City of Henderson
- Town of Wake Forest and the Wake Forest Historic Preservation Commission
- Town of Franklinton
- City of Raleigh and the Raleigh Historic Development Commission
- Town of Youngsville
- M.L. Barnes, owner of the Gulf Petroleum Products Warehouse
- SCP York Powerhouse, LLC, owner of the Raleigh Electric Company Power House

WHEREAS, to the best of NCDOT-Rail's knowledge and belief based on surveys of the APE, no human remains, associated or unassociated funerary objects or sacred objects, or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (25 USC 3001), are expected to be encountered in the construction work required for the undertaking;

NOW, THEREFORE, FRA, NCDOT-Rail, and NC SHPO agree that the Project shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on the historic properties.

STIPULATIONS

The FRA and NCDOT-Rail will ensure that the following measures are carried out:

I. Applicability

- A. This MOA applies to the federal undertaking and would only bind FRA if FRA provides financial assistance for the construction of the Project.
- B. Should another Federal agency have an undertaking as part of the Project, that agency may adopt this MOA and agree to comply with its terms to fulfill its Section 106 responsibilities, as provided for in Stipulation XV.

II. General Provision: Fencing

The location of fences throughout the project corridor will be determined during development of the Final Design and Right-of-Way plans by NCDOT-Rail in cooperation with municipal governments and the owner of the rail corridor. Black aluminum fencing will be used when the barrier is within the following NRHP-listed or eligible historic districts:

- A. Henderson Historic District and Boundary Expansion
- B. South Henderson Industrial Historic District
- C. Franklinton Historic District
- D. Youngsville Historic District
- E. Glen Royall Mill Village Historic District
- F. Wake Forest Historic District
- G. Downtown Wake Forest Historic District

During final design preparation and prior to initiating ground disturbing activity, NCDOT-Rail shall afford the NC SHPO and the municipal governments an opportunity to review and comment on the specifications for the fencing. NCDOT-Rail shall take into account any written comments submitted by NC SHPO and the municipal governments to NCDOT-Rail within thirty (30) days of confirmed receipt of the specifications. If no comments are received from NC SHPO or the municipal governments within thirty (30) days of confirmed receipt, NCDOT-Rail may assume that the parties do not object to the proposed fencing and proceed to install.

III. General Provision: Closed Crossings

The closure of existing rail crossings throughout the project corridor will be finalized during development of the Final Design and Right-of-Way plans by NCDOT-Rail in cooperation with municipal governments and the owner of the rail corridor. Within the historic districts listed above in Stipulation II, NCDOT-Rail will use a phased approach with the closings as follows:

- A. NCDOT-Rail will install a concrete “Jersey” barrier, cautionary signage, and landscaping with evergreen shrubs and/or small trees, or a combination of both.
- B. After NCDOT-Rail determines that the public’s habitual use of the crossing has been eradicated, NCDOT-Rail will remove the Jersey barrier
- C. After NCDOT-Rail removes the Jersey barrier, NCDOT-Rail will remove the signage so that only the plant material remains.

NCDOT-Rail will not erect guardrail either temporarily or permanently at the closed crossings within the historic districts listed in Stipulation II. All new plant materials will be warranted for two growing seasons and replaced by NCDOT-Rail, if they fail within that time period.

IV. General Provision: Bridges and Retaining Walls

For the new bridges and retaining walls constructed within the historic districts listed in Stipulation II, NCDOT-Rail and NC SHPO will work together to develop a set of three (3) options for both texture and color treatments that they will provide to representatives of each of the historic districts. Within thirty (30) days of confirmed receipt, the representatives will provide NCDOT-Rail their preferences for the treatments within their district from the three options. If no comments are received from a representative(s) within thirty (30) days, NCDOT-Rail will determine the texture and color for the bridges and retaining walls within the representative’s jurisdiction.

V. General Provision: Landscaping

For proposed landscaping installations within the historic districts listed in Stipulation II, NCDOT-Rail will develop landscape plans and provide them to representatives of each of the historic districts and NC SHPO. The representatives will have thirty (30) days from confirmed receipt to provide NCDOT-Rail their comments on the landscape plans within their district. NCDOT-Rail shall take into account any written comments submitted by the representatives and NC SHPO to NCDOT-Rail within thirty (30) days of confirmed receipt of the plans. If no comments are received from a representative(s) within thirty (30) days, NCDOT-Rail will install the plants as per the plan. NCDOT-Rail will warranty the survival of the plants for two (2) years from planting.

VI. General Provision: Pedestrian Structures in Glen Royall Mill Village and Wake Forest Historic Districts

For the new pedestrian structures constructed within the Glen Royall Mill Village and Wake Forest historic districts, NCDOT-Rail will organize a design charrette with representatives from the NC SHPO and each of the communities to determine the design aesthetics of each structure including colors, textures, and other embellishments. After the charrette, NCDOT-Rail will develop design plans and provide them to the NC SHPO and the communities. The community’s representatives will have thirty (30) days after confirmed receipt to provide NCDOT-Rail their comments on the design plans. NCDOT-Rail shall take into account any written comments submitted by the representatives and NC SHPO to NCDOT-Rail within thirty (30) days of confirmed receipt of the plans. If no comments are received from a representative(s) within thirty (30) days, NCDOT-Rail will construct the pedestrian structures.

VII. Stop Sign at Chapel of the Good Shepard

To ensure that the undertaking causes no adverse effects to the Chapel of the Good Shepard (WR0003), NCDOT-Rail will maintain a stop sign at the existing intersection of SR 1104 (Ed Petar Road) and Ridgeway-Warrenton Road during and after construction.

VIII. Access at the William J. Hawkins House

To ensure that the undertaking causes no adverse effects to the William J. Hawkins House, NCDOT-Rail will coordinate with the property owner to provide access to the property during and after construction.

IX. Cross Street Improvements in the Youngsville Historic District

To ensure no adverse effects to the Youngsville Historic District, NCDOT-Rail will limit the necessary improvements to North Cross Street for the accommodation of truck traffic during the construction of the grade separation on Main Street to the back of the existing right-of-way on the west side of North Cross Street within the historic district. NCDOT-Rail will also install temporary plastic fencing with tree protection signs along the west side of North Cross Street within the historic district prior to the initiation of construction on North Cross Street. NCDOT-Rail will remove the fencing when the improvements have been completed.

X. Recordation of the Cedar Creek Railroad Bridge Piers and Gulf Petroleum Products Warehouse

To ensure that there is a permanent record of the Cedar Creek Railroad Bridge Piers and Gulf Petroleum Products Warehouse, prior to the initiation of construction, NCDOT-Rail will carry out the Recordation Plan set forth in Appendix C. NCDOT-Rail will deposit copies of the documentation in the files of the NC SHPO and Historic Architecture Group of NCDOT.

XI. Pedestrian Structure at Raleigh Electric Company Power House

For the new pedestrian structure to be constructed at Jones Street, NCDOT-Rail will organize a design charrette with the owner of the Raleigh Electric Company Power House, representatives of the NC SHPO, and representatives of the Raleigh Historic Development Commission to determine the design aesthetics of the structure including the color, texture, and other embellishments. After the charrette, NCDOT-Rail will develop design plans that they will provide to the charrette attendees. The owner and charrette attendees will have thirty (30) days from confirmed receipt to provide NCDOT-Rail their comments on the design plans. NCDOT-Rail shall take into account any written comments received within thirty (30) days. If no comments are received from the attendees within thirty (30) days, NCDOT-Rail will construct the pedestrian structure.

XII. North Carolina Railroad Historic Context

Using the services of the Historic Architecture Group of NCDOT, NCDOT-Rail will compile a historic context documenting the history and impacts of CSX Transportation (including the Clinchfield Railroad, the Seaboard Air Line, and the Atlantic Coast Line) and Norfolk Southern Railway on the development of North Carolina communities,

agriculture, and manufacturing in their operations area in North Carolina. The document will record the types of structures, buildings, and objects historically associated with CSX Transportation and Norfolk Southern Railway and their activities. The context will be used to evaluate other railroad structures, buildings, and objects in future projects and better understand and assess the effects future projects will have on communities along the corridor. NCDOT-Rail will ensure the Historic Architecture Group of NCDOT will compile documentary materials, bibliographical sources, National Register eligibility considerations, and digital images in the context. NCDOT-Rail will provide the draft report to the NC SHPO and NC SHPO will have sixty (60) days after confirmed receipt to provide NCDOT-Historic Architecture Group their comments, which NCDOT-Rail will take into account in finalizing the report. The final report will be in a digital format and NCDOT-Rail will provide the report on a CD-ROM to the State Historic Preservation Office. NCDOT-Rail will deposit an additional copy of the report in the files the Historic Architecture Group of NCDOT. The final digital product shall be completed and distributed within three (3) years of FRA obligating financial assistance for the Project.

XIII. FRA Document Review

For any designs, plans, specifications, etc. developed under stipulations II through XII, NCDOT-Rail will provide FRA with a final copy of the documentation once it has been agreed upon by NCDOT-Rail, NC SHPO and other appropriate parties, as determined by the respective Stipulation. If these parties cannot reach agreement, NCDOT-Rail, NC SHPO, or an appropriate party, as determined by the respective Stipulation, may invoke the dispute resolution process in Stipulation XVII.

XIV. Unanticipated Discovery

In accordance with 36 CFR 800.13(a), if NCDOT-Rail identifies additional cultural resource(s) during construction and determines it (them) to be potentially eligible for the NRHP, NCDOT-Rail will halt all work within the limits of the NRHP-eligible resource(s) and will notify the FRA and NC SHPO within 48 hours of the discovery. If after consultation among the Signatories, additional mitigation is determined necessary, NCDOT-Rail will use the services of the Historic Architecture and/or Archaeology Group(s) of NCDOT, in consultation with the Signatories and consulting parties with an interest in the discovery, to develop and implement appropriate protection/mitigation measures for the resource(s). Inadvertent or accidental discovery of human remains will be handled in accordance with North Carolina General Statutes 65 and 70.

XV. Use of MOA by Other Federal Agencies

In the event that a Federal agency other than FRA is considering funding, permits, licenses, or approvals for the Project, such Federal agency may become a signatory to this MOA as a means of complying with its responsibilities under Section 106 for its undertaking as part of the Project. To become a signatory to this MOA, the agency official must provide written notice to the Signatories that the agency agrees to the terms of the MOA, specifying the extent of the agency's intent to participate in the MOA, and identifying the lead Federal agency for the undertaking. The participation of the agency is subject to approval by the Signatories, who must respond to the written notice within

30 days or the approval will be considered implicit. Any other modifications to the MOA will be considered in accordance with Stipulation XVI.

XVI. Amendments

Should any of the Signatories to this MOA believe that its terms cannot be carried out or that an amendment to the terms must be made, that party shall immediately consult with the other Signatories to develop amendments in accordance with 36 CFR 800.6(c)(7). The amendment will be effective on the date a copy signed by all signatories is filed with the Council.

XVII. Dispute Resolution

- A. Should any Signatory or concurring party to this MOA object in writing at any time to the documentation, proposed actions or the manner in which the terms of this MOA are implemented, the FRA shall consult with the party(ies) to resolve the objection.
- B. If the FRA determines that such an objection cannot be resolved, the FRA will forward all documentation relevant to the dispute, including the FRA's proposed resolution, to the Council and request that the Council provide the FRA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. If the Council does not provide its advice regarding the dispute within the thirty (30) day time period, the FRA may make a decision on the dispute and proceed accordingly.
- C. The FRA shall prepare a written response documenting its decision that takes into account any timely comments regarding the dispute from the Council and provide the Signatories, concurring parties and the Council with a copy of such written response. The FRA will then proceed according to its decision.
- D. FRA's responsibility to carry out all other actions, subject to the terms of this MOA, that are not the subject of the dispute remain unchanged.

XVIII. Termination

Any Signatory to this MOA may terminate the agreement by providing notice to the other parties, provided that the Signatories first consult for a thirty (30) day period prior to termination to seek agreement on amendments or other actions that would avoid termination. Termination of this MOA will require compliance with 36 CFR § 800.6(c)(8). This MOA may be terminated by the execution of a subsequent MOA that explicitly terminates or supersedes its terms.

XIX. Effective Date

This MOA shall be effective as of the date FRA obligates Federal financial assistance to construct the improvements and upgrades required for the Project following execution of this MOA by all Signatories, or as of the date that another Federal agency becomes a Signatory to the MOA under stipulation XV.

XX. Duration

Unless terminated pursuant to Stipulation XVIII, this MOA will be in effect for ten (10) years from the effective date outlined in Stipulation XIX or until FRA, in consultation with the other Signatories, determines that all of its terms have satisfactorily been fulfilled, or that amendments are needed in accordance with Stipulation XVI above.

Execution of this Memorandum of Agreement by FRA, NCDOT-Rail, and NC SHPO, its subsequent filing with the Council, and implementation of its terms evidence that FRA has afforded the Council an opportunity to comment on the undertaking, and that FRA has taken into account the effects of the undertaking on the historic properties.

AGREE:

Federal Railroad Administration:


Date: 12/20/16
Marlys Osterhues
Chief, Environment and Corridor Planning Division

North Carolina State Historic Preservation Officer:


Date: 10/18/2016
Kevin Cherry, Ph.D.

North Carolina Department of Transportation Rail Division:


Date: 10/19/2016
Paul Worley
Director

FILED:

Advisory Council on Historic Preservation:


Date: _____

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL RAILROAD ADMINISTRATION,
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RAIL DIVISION,
AND
THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
FOR
PROPOSED SOUTHEAST HIGH-SPEED RAIL PROJECT SEGMENT
FROM THE VIRGINIA-NORTH CAROLINA STATE LINE
TO RALEIGH, NORTH CAROLINA
NCDOT TIP PROJECT No. P-3819
FEDERAL AID PROJECT No. FR-HSR-0057-11-01-00**

Execution of this Memorandum of Agreement by FRA, NCDOT-RAIL, and NC SHPO, its subsequent filing with the Council, and implementation of its terms evidence that FRA has afforded the Council an opportunity to comment on the Undertaking, and that FRA has taken into account the effects of the Undertaking on the historic properties.

CONCUR:

Town of Wake Forest



Name: Rip Padgett
Title: Town Manager

Date: 10/19/16

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL RAILROAD ADMINISTRATION,
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RAIL DIVISION,
AND
THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
FOR
PROPOSED SOUTHEAST HIGH-SPEED RAIL PROJECT SEGMENT
FROM THE VIRGINIA-NORTH CAROLINA STATE LINE
TO RALEIGH, NORTH CAROLINA
NCDOT TIP PROJECT No. P-3819
FEDERAL AID PROJECT No. FR-HSR-0057-11-01-00**

Execution of this Memorandum of Agreement by FRA, NCDOT-RAIL, and NC SHPO, its subsequent filing with the Council, and implementation of its terms evidence that FRA has afforded the Council an opportunity to comment on the Undertaking, and that FRA has taken into account the effects of the Undertaking on the historic properties.

CONCUR:

City of Henderson



Eddie Ellington
Mayor

Date: 10-20-16

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL RAILROAD ADMINISTRATION,
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RAIL DIVISION,
AND
THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
FOR
PROPOSED SOUTHEAST HIGH-SPEED RAIL PROJECT SEGMENT
FROM THE VIRGINIA-NORTH CAROLINA STATE LINE
TO RALEIGH, NORTH CAROLINA
NCDOT TIP PROJECT No. P-3819
FEDERAL AID PROJECT No. FR-HSR-0057-11-01-00**

Execution of this Memorandum of Agreement by FRA, NCDOT-RAIL, and NC SHPO, its subsequent filing with the Council, and implementation of its terms evidence that FRA has afforded the Council an opportunity to comment on the Undertaking, and that FRA has taken into account the effects of the Undertaking on the historic properties.

CONCUR:

Raleigh Historic Development Commission

_____

Sarah David
Chair, RHDC

Date: 10-17-2016

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL RAILROAD ADMINISTRATION,
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RAIL DIVISION,
AND
THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
FOR
PROPOSED SOUTHEAST HIGH-SPEED RAIL PROJECT SEGMENT
FROM THE VIRGINIA-NORTH CAROLINA STATE LINE
TO RALEIGH, NORTH CAROLINA
NCDOT TIP PROJECT No. P-3819
FEDERAL AID PROJECT No. FR-HSR-0057-11-01-00**

Execution of this Memorandum of Agreement by FRA, NCDOT-RAIL, and NC SHPO, its subsequent filing with the Council, and implementation of its terms evidence that FRA has afforded the Council an opportunity to comment on the undertaking, and that FRA has taken into account the effects of the undertaking on the historic properties.

CONCUR:

Catawba Indian Nation

Denouah A. Howe
name

title Tribal Historic Preservation Officer

Date: 10/20/14

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL RAILROAD ADMINISTRATION,
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RAIL DIVISION,
AND
THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
FOR
PROPOSED SOUTHEAST HIGH-SPEED RAIL PROJECT SEGMENT
FROM THE VIRGINIA-NORTH CAROLINA STATE LINE
TO RALEIGH, NORTH CAROLINA
NCDOT TIP PROJECT No. P-3819
FEDERAL AID PROJECT No. FR-HSR-0057-11-01-00**

Execution of this Memorandum of Agreement by FRA, NCDOT-RAIL, and NC SHPO, its subsequent filing with the Council, and implementation of its terms evidence that FRA has afforded the Council an opportunity to comment on the Undertaking, and that FRA has taken into account the effects of the Undertaking on the historic properties.

CONCUR:

SCP York Powerhouse, LLC. of the Raleigh Electric Company Power House



name *Sam Anderson*
title *Authorized Signatory*

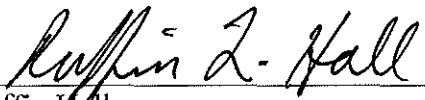
Date: *11/6/16*

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL RAILROAD ADMINISTRATION,
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RAIL DIVISION,
AND
THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
FOR
PROPOSED SOUTHEAST HIGH-SPEED RAIL PROJECT SEGMENT
FROM THE VIRGINIA-NORTH CAROLINA STATE LINE
TO RALEIGH, NORTH CAROLINA
NCDOT TIP PROJECT No. P-3819
FEDERAL AID PROJECT No. FR-HSR-0057-11-01-00**

Execution of this Memorandum of Agreement by FRA, NCDOT-RAIL, and NC SHPO, its subsequent filing with the Council, and implementation of its terms evidence that FRA has afforded the Council an opportunity to comment on the Undertaking, and that FRA has taken into account the effects of the Undertaking on the historic properties.

CONCUR:

City of Raleigh



Ruffin Hall
City Manager

Date: OCTOBER 31, 2016

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL RAILROAD ADMINISTRATION,
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RAIL DIVISION,
AND
THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
FOR
PROPOSED SOUTHEAST HIGH-SPEED RAIL PROJECT SEGMENT
FROM THE VIRGINIA-NORTH CAROLINA STATE LINE
TO RALEIGH, NORTH CAROLINA
NCDOT TIP PROJECT No. P-3819
FEDERAL AID PROJECT No. FR-HSR-0057-11-01-00**

Execution of this Memorandum of Agreement by FRA, NCDOT-RAIL, and NC SHPO, its subsequent filing with the Council, and implementation of its terms evidence that FRA has afforded the Council an opportunity to comment on the undertaking, and that FRA has taken into account the effects of the undertaking on the historic properties.

CONCUR:

Civil War Preservation Trust



name
title *Policy & Media Dir.*

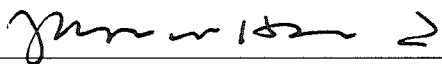
Date: 10/17/2016

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL RAILROAD ADMINISTRATION,
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RAIL DIVISION,
AND
THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
FOR
PROPOSED SOUTHEAST HIGH-SPEED RAIL PROJECT SEGMENT
FROM THE VIRGINIA-NORTH CAROLINA STATE LINE
TO RALEIGH, NORTH CAROLINA
NCDOT TIP PROJECT No. P-3819
FEDERAL AID PROJECT No. FR-HSR-0057-11-01-00**

Execution of this Memorandum of Agreement by FRA, NCDOT-RAIL, and NC SHPO, its subsequent filing with the Council, and implementation of its terms evidence that FRA has afforded the Council an opportunity to comment on the Undertaking, and that FRA has taken into account the effects of the Undertaking on the historic properties.

CONCUR:

The Historic Preservation Foundation of North Carolina, Inc. (aka Preservation North Carolina)



J. Myrick Howard
President


Date: 11-07-16

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL RAILROAD ADMINISTRATION,
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RAIL DIVISION,
AND
THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
FOR
PROPOSED SOUTHEAST HIGH-SPEED RAIL PROJECT SEGMENT
FROM THE VIRGINIA-NORTH CAROLINA STATE LINE
TO RALEIGH, NORTH CAROLINA
NCDOT TIP PROJECT No. P-3819
FEDERAL AID PROJECT No. FR-HSR-0057-11-01-00**

Execution of this Memorandum of Agreement by FRA, NCDOT-RAIL, and NC SHPO, its subsequent filing with the Council, and implementation of its terms evidence that FRA has afforded the Council an opportunity to comment on the Undertaking, and that FRA has taken into account the effects of the Undertaking on the historic properties.

CONCUR:

Wake Forest Historic Preservation Commission


name _____
title *Chairman*

Date: 11/9/16

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL RAILROAD ADMINISTRATION,
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RAIL DIVISION,
AND
THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
FOR
PROPOSED SOUTHEAST HIGH-SPEED RAIL PROJECT SEGMENT
FROM THE VIRGINIA-NORTH CAROLINA STATE LINE
TO RALEIGH, NORTH CAROLINA
NCDOT TIP PROJECT No. P-3819
FEDERAL AID PROJECT No. FR-HSR-0057-11-01-00**

Execution of this Memorandum of Agreement by FRA, NCDOT-RAIL, and NC SHPO, its subsequent filing with the Council, and implementation of its terms evidence that FRA has afforded the Council an opportunity to comment on the Undertaking, and that FRA has taken into account the effects of the Undertaking on the historic properties.

CONCUR:

Town of Franklinton


MAYOR

name
title

Date: 12/20/16