

**SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT**  
**SECOND SUPPLEMENT TO THE 2010 ENVIRONMENTAL ASSESSMENT (EA) FOR**  
**EXTENSION OF RUNWAY 6-24**

**Virginia Highlands Airport**  
**Abingdon, VA**

**AUGUST 2024**

**SECOND SUPPLEMENT TO THE 2010 ENVIRONMENTAL ASSESSMENT (EA) FOR  
EXTENSION OF RUNWAY 6-24****Virginia Highlands Airport  
Abingdon, VA****AIP Project No. TBD  
State Project No. TBD  
Delta Project No. 20087**

This document is a supplement to the 2010 Environmental Assessment (EA)/Finding of No Significant Impact (FONSI)-Record of Decision (ROD) for “Extension of Runway 6-24” at Virginia Highlands Airport (VJI). This Supplemental Environmental Assessment (SEA) was prepared in accordance with Federal Aviation Administration (FAA) Order 1050.1F, *Environmental Impacts: Policies and Procedures*, Paragraph 9-3, “Supplemental Environmental Assessments and Environmental Impact Statements” and FAA Order 5050.4B, *National Environmental Policy Act Implementing Instructions for Airport Actions* Paragraph 1402, “Supplementing a NEPA Document.”

This SEA is a separate document which discusses the changes to the Proposed Action from the 2010 EA and which is to be filed together with the previous document.

**Project Background**

An EA was completed in August 2010 for proposed improvement projects at VJI, including Extend Runway 6 to 5,500 feet, Construct Partial Parallel Taxiway, Obstruction Removal, Security Fencing and Land Acquisition. The Preferred Alternative from the 2010 EA and FAA-issued FONSI-ROD included the proposed westward extension of Runway 6-24 to 5,500-feet, and the acquisition of approximately 46-acres of fee-simple land and 23-acres of aviation easement.

During the environmental effort, it was determined that the proposed undertaking would have an adverse effect on the St. John House (Virginia Department of Historic Resources [VDHR] #095-5264), a private residence on a 2.8± acre parcel of land surrounded by airport property. The St. John House was determined eligible for listing in the National Register of Historic Places (NRHP) by the FAA, with VDHR's concurrence, in December 2006. In 2008, the boundary was expanded to include the house as well as the 2.8± acre parcel.

The location of the St. John House is depicted in Figure 1.

Based on eligibility of the St. John House for inclusion in the NRHP, and subsequent adverse effect determination associated with anticipated project impacts a Memorandum of Agreement (MOA) was executed between the Virginia Highlands Airport Authority (VHAA), the FAA and the VDHR. The MOA outlines measures to mitigate the adverse effect on the St. John House (see **Attachment 1**). Specifically, the 2010 MOA stipulates:



I. Treatment of the St. John House

A. Treatment: The AUTHORITY shall offer to purchase the 2.8-acre tax parcel containing the St. John House (the Property) pursuant to the following provisions:

1. Before any other grant is offered to the AUTHORITY for the Undertaking, the first grant offered by the FAA will be for the purchase of the property.
2. The AUTHORITY shall offer to purchase the Property from the Hairstons at Fair Market Value within six (6) months from the execution of the grant agreement for purchase of the St. John House between FAA and AUTHORITY. At the option of both the AUTHORITY and the Hairstons, they may mutually agree on an appraiser to determine the Fair Market Value of the property. The AUTHORITY shall follow Federal Regulation 49 CFR Part 24 for the acquisition of the property.
3. If after a period of six (6) months from when the AUTHORITY makes a written offer to purchase the Property at Fair Market Value as determined pursuant to Stipulation I.A.2 above, the Hairstons do not accept the offer the AUTHORITY may withdraw its offer to purchase the Property.
4. If the AUTHORITY purchases the Property, the AUTHORITY shall develop a marketing plan to resell the Property to a private owner. The AUTHORITY shall submit a draft marketing plan to the FAA and the SHPO for review and approval. The AUTHORITY shall market the Property within six (6) months from the acceptance of the final marketing plan by the FAA and the SHPO. The Hairstons shall be given the first chance to repurchase the property from the AUTHORITY.
5. During the period that the AUTHORITY owns the Property it shall take all reasonable and prudent steps to protect the Property from vandalism and the elements.
6. The AUTHORITY shall market the Property for twelve (12) months. If the AUTHORITY cannot find a buyer for the Property within the twelve (12)- month period, the AUTHORITY shall notify the FAA, the SHPO, and the other consulting parties that it has failed to sell the Property. The SHPO, the AUTHORITY and the FAA shall re-consult to decide upon one of 3 (three) options: 1) the AUTHORITY shall market the Property for another twelve (12) months; 2) the AUTHORITY shall permanently maintain the Property in accordance with "The Secretary of the Interior's Standards for the Treatment of Historic Properties" (Standards) in order to preserve the historic integrity of the Property. The AUTHORITY may request technical assistance from the SHPO in the application of the Standards as long as the AUTHORITY owns the Property; or 3) the AUTHORITY may demolish the Property provided that the other conditions of this MOA have been met.
7. The AUTHORITY shall construct a retaining wall on existing land owned by the AUTHORITY south of the St. John House as depicted in Attachment C. The construction of the retaining wall shall avoid physical impacts to the 2.8-acre historic Property. The AUTHORITY



shall submit to the SHPO and the Hairstons the proposed design of the retaining wall for their review and comment. The AUTHORITY shall consider all comments received from the SHPO and the Hairstons in developing its final design.

8. A grant to build the retaining wall and other elements of the project cannot be given until after either the Property is purchased, or six (6) months have passed from the date of a grant, whichever occurs sooner.
- A. National Register of Historic Places and Virginia Landmark Nomination
1. Within six (6) months from execution of this MOA the AUTHORITY shall submit to the SHPO a draft NRHP nomination to the SHPO for review and listing to the Virginia Landmarks Register (VLR) and forwarding to the National Park Service (NPS) for listing to the NRHP. If the AUTHORITY is the owner of the Property at the time the draft nomination is submitted to the SHPO, the AUTHORITY shall give its permission for the Property to be listed to the VLR and the NRHP. If the Hairstons are the owners of the Property at the time, the Hairstons agree to give permission for the Property to be listed to the VLR and the NRHP. If a third party is the owner of the Property at the time that the draft nomination is submitted to the SHPO then the AUTHORITY shall work with the SHPO to encourage the new owner to list the Property to the VLR and the NRHP.
  2. The AUTHORITY shall contract with someone who meets the Professional Qualifications for an architectural historian as described in Stipulation II, below, to write and edit the draft NRHP nomination.
- B. Review of Documentation and other Mitigation Deliverables
- i. The SHPO and other consulting parties shall have thirty days to review documents and other deliverables and provide comments to the Authority. If a party does not provide the AUTHORITY comments within the thirty (30) day review period, the AUTHORITY may assume that the non-responding party has no comment and may proceed pursuant to the terms of this MOA.

A Section 4(f) Statement was also prepared during the 2010 EA (see **Attachment 2**). Section 4(f) of the United States Department of Transportation (DOT) Act protects significant publicly owned parks, recreational areas, wildlife and waterfowl refuges, and public and private historic sites. The St. John House was considered to be a historic site due to its status as eligible for listing in the NRHP. The Section 4(f) Statement evaluated the development alternatives analyzed in the 2010 EA, including a No Action alternative, and determined that there are no prudent and feasible alternatives that meet the purpose and need of the project, while avoiding impacts to the St. John property. The Section 4(f) Statement evaluated seven mitigation alternatives, as detailed in Attachment 2. The mitigation plan as included in the MOA was listed first, with the inclusion of tree plantings to mitigate the visual impacts from the wall; demolition of the house was listed last. The Preferred Alternative listed in the Section 4(f) Statement includes the property being bought and sold through voluntary acquisition. The St. John house would remain on existing parcel (historic boundary). The property would be purchased by the FAA, Virginia Department



of Aviation (DOAV), and VHAA and be sold to private owner with preservation covenants. The current owner would be given the first chance to repurchase the property from the VHAA. A retaining wall would be constructed on existing airport property, south of the St. John House. Stream would flow under retaining wall. Historic boundary would not be impacted. Visual impacts from the wall would be mitigated by the planting of trees in front of it.

A FONSI-ROD was issued by FAA in August 2010 (see **Attachment 2** – the full 2010 EA document can be made available upon request). Following issuance of the FONSI-ROD, and in accordance with the stipulations of the MOA, the St. John House was nominated for listing in the NRHP in 2010. The St. John House was listed in the VLR in 2010 and the NRHP in 2011. Also, in accordance with the stipulations of the MOA, the VHAA acquired the St. John House in 2014.

Based on subsequent planning efforts, the MOA was amended in May 2015 (**Attachment 1**), as follows:

1. Amend Stipulation I.A.4. so that it reads: If the AUTHORITY purchases the Property, the AUTHORITY shall develop a marketing plan to resell the Property to a private owner after the runway construction project is complete. The AUTHORITY shall submit a draft marketing plan to the FAA and the SHPO for review and approval.
2. Amend Stipulation I.A.7 A so that it reads: The AUTHORITY shall construct a retaining wall on existing land owned by the AUTHORITY south of the St. John House as depicted on Attachment C. The construction of the retaining wall shall avoid physical impacts to the 2.8 acre historic Property. The AUTHORITY may conduct grading, clearing and construction impacts on the property which will be mitigated by using Best Management Practices and installing plantings to shield visual impacts of the runway extension project. The AUTHORITY shall submit to the SHPO and FAA the proposed design of the retaining wall for their review and comment. The AUTHORITY shall consider all comments received from the SHPO and FAA in developing its final design.
3. Amend Stipulation VII so it reads as follows: This MOA shall be considered null and void if the terms have not been implemented within five (5) years from the date of the execution of the First Amendment to the MOA, or until after the runway extension project is complete, whichever is later. Six (6) months prior to this time, Signatories may meet to determine whether the MOA needs to continue and whether any changes may be needed. The review and determinations may take place on a conference call, in a physical meeting or in writing as needed.
4. Add new Stipulation I A. 9. that reads: The Authority shall retain a permanent easement over the St. John House property that reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing at, taking off from, or operating from Airport. In addition, the Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real property herein conveyed to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces relating to Airport. This public right must include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other object that may at any time project or extend above said surfaces.



Also in 2015, the 2010 EA was supplemented due to the need to acquire additional land than what was initially environmentally reviewed, with a FONSI-ROD issued by FAA on August 18, 2015 (see **Attachment 3**). The 2015 SEA and FONSI-ROD did not involve the St. John House and did not impact the terms of the MOA and Section 4(f) statement.

Around the same time, the runway extension project design effort began. The runway and taxiway extension would cross over the existing Spring Creek, which runs perpendicular to the runway and taxiway, along State Route 611 (Providence Road)- see Figure 1. As a result, the creek was proposed to be redirected through a culvert to accommodate the construction while allowing continuous flow. During the planning stage (around the 2010 time frame), the topographic data available suggested that grading was necessary on the St. John House property, leading to the revised stipulations in the 2015 amended MOA. However, more accurate survey data acquired during the design phase confirmed that the grading would avoid the St. John property (see Figure 2), eliminating the need for the retaining wall and associated landscaping. Figure 2 is a compilation of design exhibits prepared during and after the 2010 EA.

After marketing the property over the course of several years, the VHAA sold the St. John House parcel in March 2022 while maintaining a surface and overhead easement and protective covenants in accordance with the stipulations of the 2010 MOA and 2015 First Amendment to the MOA (see **Attachment 4**).

The runway extension was designed and constructed, with the extended runway opening in fall 2023.

Through resell of the property with protective covenants, all terms of the 2010 and 2015 MOAs have been met with the exception of Stipulation 1.A.7 and 1.A.8 of the 2010 MOA, amended Stipulation 1.A.7 of the 2015 MOA, and mitigation measure 1 of the Section 4(f) evaluation. Each of these stipulations and mitigation measures indicated that construction of a retaining wall would be necessary to protect the historic resource from physical impacts. The retaining wall has been determined to no longer be necessary for the proposed undertaking as the potential impacts the retaining wall was intended to mitigate were eliminated through design of the project's culverts.

The purpose of this Supplemental EA is to remove the commitment to construct a retaining wall and associated plantings as a mitigation measure for potential impacts to the St. John House property.

### **Proposed Action**

The Proposed Action from the 2010 EA/FONSI includes an extension to Runway 6, partial parallel taxiway construction, land acquisition, obstruction removal, relocation of airport and Commonwealth of Virginia-owned navigational aids, T-Hangar development and security fence installation at VJI.

The following is a description of the Proposed Project as described in the 2010 EA/FONSI, which is depicted conceptually in Figure 1.



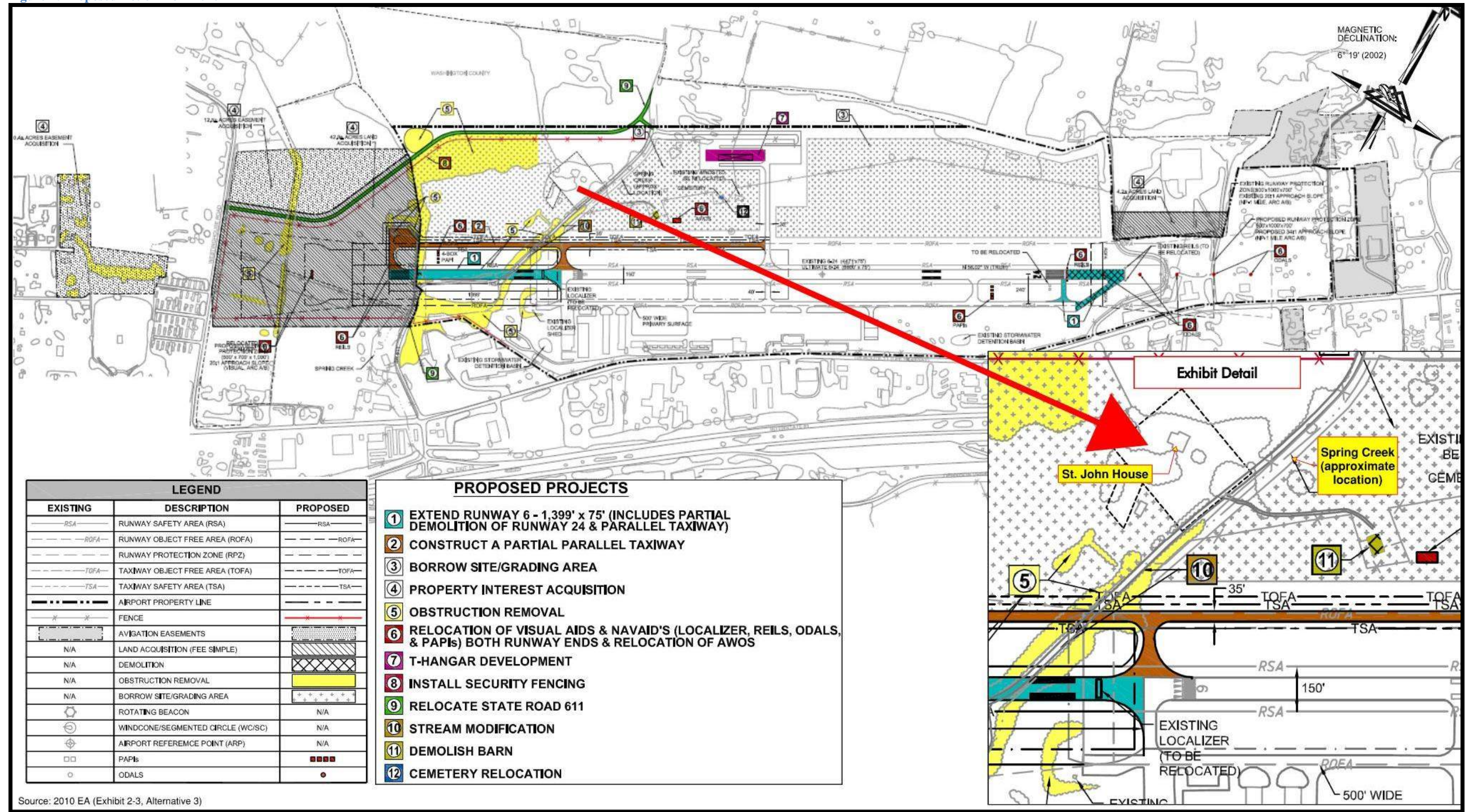
- Extend Runway 6 from 4,471 feet to 5,500 feet
- Relocate Runway 24 threshold 470 feet to the west
- Construct partial parallel taxiway 35 feet by 3,060 feet
- Borrow site/ grading area
- Acquire approximately 46 acres of fee-simple land and 23 acres of avigation easement
- Remove obstructions for Runway 6 to the 20:1 approach surface, 21 acres
- Relocate Navigational Aids (NAVAIDs) to include; Localizer, Automated Weather Observation System (AWOS), Omni-Directional Approach Lighting System (ODALS), Precision Approach Path Indicators (PAPIs), and Runway End Identifier Lighting (REILS)
- Construct 10-unit T-hangar and associated apron
- Install security fence
- Relocate State Road 611
- Stream modification
- Demolish barn on airport property
- Relocate cemetery
- Construction of retaining wall and possible purchase of the NRHP eligible St. John property (2.8 acres) for mitigation purposes

The 2010 Proposed Action included the acquisition of approximately 46-acres of fee-simple land and 23-acres of avigation easement. However, during the subsequent land acquisition process, it was determined that additional fee simple acquisition was necessary for two off airport parcels which increased the proposed land acquisition in fee from approximately 46 acres to approximately 56 acres. A SEA was prepared in 2015 to account for the additional land acquisition. The 2015 SEA and FONSI-ROD (see **Attachment 3**) did not involve the St. John House and did not impact the terms of the MOA and Section 4(f) Statement.

As described previously, it was determined during the design phase of the runway extension project that the grading would avoid the St. John property (see Figure 2), eliminating the need for the retaining wall and associated landscaping. The purpose of this second SEA is to remove the commitment that a retaining wall and associated plantings be built as a mitigation measure for potential impacts to the St. John House property, which would also remove the construction of the retaining wall from the Proposed Action.



Figure 1: Proposed Action from 2010 EA

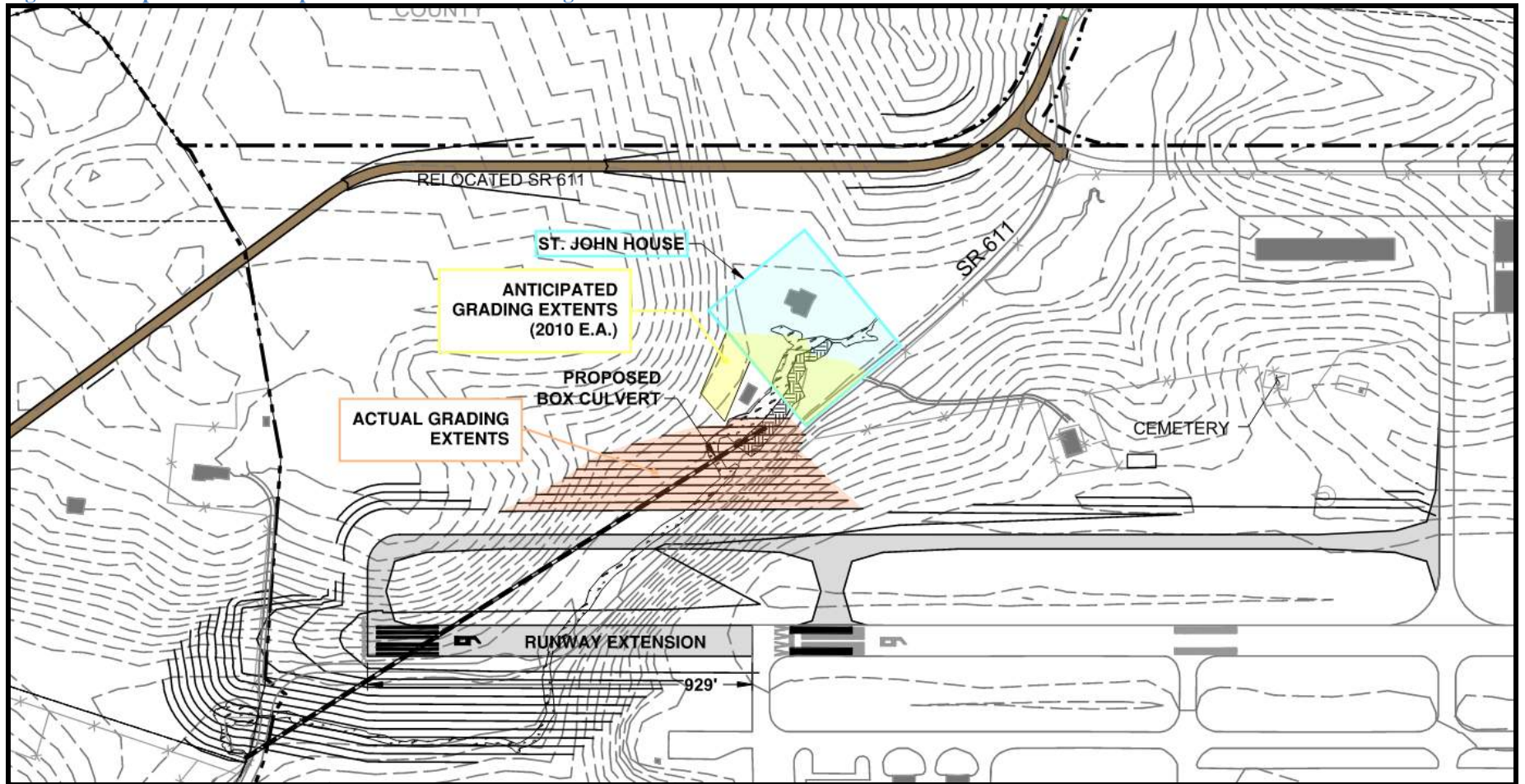


Source: 2010 EA (Exhibit 2-3, Alternative 3)





Figure 2: Comparison of Anticipated Versus Actual Grading Limits



Source: Delta Airport Consultants, Inc.



## Purpose and Need

The Purpose and Need as stated in the 2010 EA/FONSI is as follows:

*The purpose of the proposed project is to provide airfield infrastructure to support the current and future critical aircraft design which meet FAA Airport Design Standards for future Airport Reference Code (ARC) B-II (large) and meet enhanced safety, enhanced operational utility/efficiency, and sustained/enhanced economic benefit. The proposed project will be designed in accordance with FAA Advisory Circular (AC) 150/5300-13, Airport Design. This project is part of the National Plan of Integrated Airport Systems (NPIAS), which is planned to provide public airport facilities conforming to minimum design standards.*

*Obstruction removal includes the removal of existing trees within the protected airspace for Runway 6/24 and the elimination of obstructions to the Federal Aviation Regulation (FAR) Part 77, Objects Affecting Navigable Airspace surfaces. Property interest acquisition is necessary to gain control of property needed for construction of runway and taxiway pavements, the Runway Protection Zones (RPZ), Object Free Areas (OFA), approach slopes and to facilitate obstruction removal and the relocation of State Road 611.*

As the Purpose and Need has not changed since the 2010 EA was prepared, it applies as written to the 2024 SEA.

## Alternatives

The 2010 EA analyzed three development alternatives to achieve the Proposed Action.

- Alternative 1: No Action
  - Consideration of the No Action alternative is required through the NEPA process per Council on Environmental Quality (CEQ) regulations. The No Action alternative serves as a basis of comparison with other alternatives considered for detailed analysis. Under the No Action alternative, the airport would remain as it existed in 2010 and no runway extension or associated development would occur.
- Alternative 2: Extend Runway 6 (34:1 Non-Precision Approach)
  - Alternative 2 proposed to further develop the airport to meet FAA design standards for an Aircraft Approach Category (AAC) B, Airplane Design Group (ADG) II, facilities.<sup>1</sup> Alternative 2 proposes to further develop the airport as a B-II facility with an extension of Runway 6 and associated development. The approach to Runway 6 would be changed from the existing 20:1 visual to a 34:1 non-precision approach. A non-precision approach is an instrument approach procedure which provides lateral guidance, but does not provide vertical guidance to the landing environment. A greater amount of obstruction removal would be associated with the 34:1 non-precision approach alternative.

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<sup>1</sup> AAC and ADG are FAA design classifications based on the physical dimensions of aircraft. AAC B includes aircraft with approach speeds between 91 and 120 knots. ADG II includes aircraft with wingspans between 49 and 79 feet and tail heights between 20 and 30 feet.



- Alternative 3: Extend Runway 6 (20:1 Visual Approach/Proposed Action):
  - Alternative 3 also proposed the development of the airport as a B-II with an extension of Runway 6 and associated development. The approach to the Runway 6 end would remain a 20:1 visual approach. A visual approach is an approach where a portion or all of an instrument approach procedure is conducted with the pilot's visual references used to identify the landing environment.

These three alternatives were retained for further analysis in the 2010 EA with Alternative 3 ultimately being selected as the Preferred Alternative (Proposed Action)– see Figure 1.

As mentioned previously, the 2015 SEA increased the amount of land to be acquired for the Preferred Alternative (Proposed Action), which did not impact the St. John House or the terms of the MOA or Section 4(f) Statement. The 2015 FONSI-ROD is included as **Attachment 3**.

### **Affected Environment**

As stated in the 2010 EA, VJI is located in Washington County, Virginia in the southwestern region of the state. The Airport is located in the central portion of the County in an area known as the Great Valley region of Virginia. The airport is in a rural, agricultural area approximately one mile west of Abingdon, Virginia. The topography of the area immediately surrounding the airport consists of rolling terrain.

VJI is an operating, general aviation airport which served over 30,000 annual operations and hosted 57 based aircraft in 2023. Its single runway, Runway 6-24, was extended to 5,500 feet in 2023.

The full airport property was surveyed for historic and archaeological resources during the 2010 EA effort and the results were coordinated with the VDHR. Table 1 and Figure 3 describe the documented resources on and near the airport property and their associated eligibility status for listing in the NRHP, according to VDHR online records accessed in spring 2024. The St. John House is highlighted in both Table 1 and Figure 3. As shown, the St. John House (referred to as the "Baker-St. John House" in VDHR's database) is now listed in the NRHP; the Hilt House, a private residence which is located off airport property, is potentially eligible for listing. The remaining resources have been determined Not Eligible for listing.



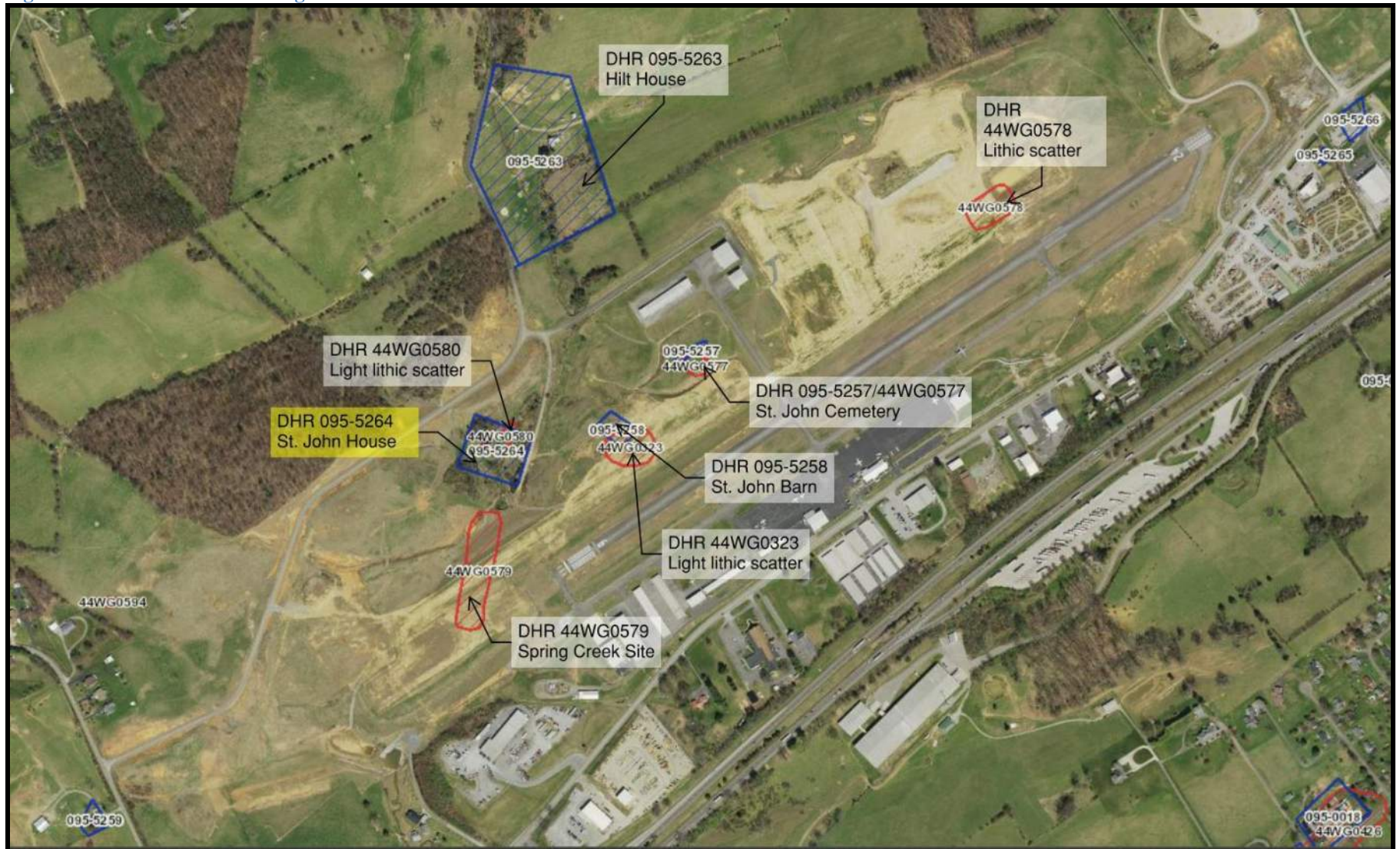
**Table 1: Documented Resources on and Near VJI**

VDHR ID	Resource	Eligibility Status	Remarks
095-5257/44WG0577	St. John Cemetery	Not Eligible	On hill, fenced
095-5258	St. John Barn	Not Eligible	No longer extant
44WG0323	No name provided	Not Eligible	
44WG0580	No name provided	Not Eligible	
095-5264	Baker-St. John House	NRHP/VLR Listing	Privately owned with protective covenants and easement
095-5263	Hilt House	Potentially eligible	Off airport, outside of project area
44WG0578	Lithic scatter	Not Eligible	Outside of project area
44WG0579	Spring Creek Site	Not eligible	Outside of project area
44WG0594	Lithic scatter	Not eligible	Outside of project area

Source: Virginia Cultural Resource Information System



Figure 3: Historic and Archaeological Resources on and Near VJI



Source: Virginia Cultural Resource Information System, 2024



## Environmental Consequences

### *Department of Transportation, Section 4(f) Lands*

Section 4(f) of the U.S. DOT Act of 1966 protects significant publicly owned parks, recreational areas, wildlife and waterfowl refuges, and public and private historic sites. Statutes and Regulations Related to Section 4(f) Properties include:

- The Land and Water Conservation Fund Act of 1965, and
- U.S. Department of Transportation Act – Section 4(f)

FAA Order 1050.1F establishes the significance thresholds for Section 4(f) resources. An impact may be deemed significant if the Proposed Action involves more than a minimal physical use of a Section 4(f) resource or constitutes a “constructive use” based on an FAA determination that the project would substantially impair the Section 4(f) resource.

The 2010 EA noted that the proposed improvements at VJI represent a potential impact to two 4(f) resources: the St. John House and the Hilt House (VDHR ID 095-5263, see Figure 3). At the time that the 2010 EA was prepared, both of these resources had been determined to be eligible for listing in the NRHP. (The St. John House was listed in the VLR in 2010 and the NRHP in 2011.)

*No Action Alternative:* Because it does not involve development, this alternative would not cause impacts to Section 4(f) resources.

*Build Alternatives:* The 2010 EA concluded that the proposed development would not have an adverse effect on the Hilt House for the following reasons, based on analyses conducted during that environmental effort:

- The resource is outside the identified Area of Potential Effect (APE).
- There is no physical taking (land or obstruction removal).
- The proposed project would not change the use of the property.
- The proposed project would not result in a significant noise impact.
- The proposed project would not adversely impact air quality.

The 2010 EA determined that the project would have an adverse effect on the St. John House, which prompted the preparation of the MOA and Section 4(f) Statement. The document notes that during coordination of the MOA, the FAA and VDHR determined that the most prudent and feasible alternative would be the construction of a retaining wall in both build alternatives to avoid physical construction impacts to the 2.8-acre historic site and allow the site to remain unaltered. The FAA and VDHR determined visual impacts would occur due to the retaining wall construction. To mitigate potential impacts to the St. John House, the 2010 EA described the mitigation measures included in the 2010 MOA, which included:



- Any visual impacts from construction of the retaining wall would be mitigated by landscaping the area between the wall and the St. John House property to block the southern view to the extent possible.<sup>2</sup>
- VHAA will voluntarily offer to purchase the house at fair market value and resell to a private owner with preservation easements.
- Within six (6) months from execution of the MOA, the VHAA will submit a draft NRHP nomination to the SHPO for review and listing to the VLR and forwarding to the National Parks Service (NPS) for listing to the NRHP.

As previously described, the retaining wall has been determined to no longer be necessary for the proposed action as the potential impacts the retaining wall was intended to mitigate were eliminated through design of the project's culverts. The purpose of this Supplemental EA is to remove the commitment to construct a retaining wall and associated plantings as a mitigation measure for potential impacts to the St. John House property. The MOA has been amended for a second time to remove the commitment to construct a retaining wall as well as the associated plantings included in the First Amendment to the MOA meant to shield visual impacts of the runway extension project. A draft of the second amendment to the MOA is included in **Attachment 1**.

The Section 4(f) Statement prepared during the 2010 EA which evaluated the development alternatives analyzed in the EA, including a No Action alternative, determined that there are no prudent and feasible alternatives that meet the purpose and need of the project, while avoiding impacts to the St. John's property. The Section 4(f) statement listed the mitigation alternatives considered in preferred order. The mitigation plan as included in the MOA was listed first, but also included tree plantings to mitigate the visual impacts from the wall; demolition of the house was listed last. This mitigation alternative was determined by the FAA and VDHR to be the mitigation alternative that would mitigate impacts on the St. John House property to the greatest extent possible.

Even without the construction of the retaining wall, physical impacts to the St. John House property were avoided during the design phase; therefore, this mitigation alternative continues to mitigate impacts to the greatest extent possible. Also, all other stipulations in the MOA, and First Amendment to the MOA, were met. As grading, clearing, and construction impacts were not incurred, mitigation through the construction of a retaining wall was no longer deemed necessary to avoid physical impacts to the property. As the historic setting of the residence was limited to the house and the 2.8± acre parcel, based on prior coordination with the VDHR, and the retaining wall was not constructed, a constructive use associated with the retaining wall was not incurred.

The Section 4(f) Statement has been updated to remove the commitment to construct a retaining wall and the associated landscaping. A draft of the updated Section 4(f) Statement is included in **Attachment 2**.

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<sup>2</sup> Although the 2010 EA listed landscaping as a mitigation measure in the 2010 MOA, there is no mention of landscaping in that document. The EA may have been referring to an earlier draft of the MOA or of the mitigation measures included in the Section 4(f) statement, which does mention landscaping.



*Historic, Architectural, Archaeological, and Cultural Resources*

Historical, architectural, archaeological, and cultural resources encompass a range of sites, properties, and physical resources relating to human activities, society, and cultural institutions. As stated in the FAA 1050.1 *Desk Reference*, Section 106 of the National Historic Preservation Act (NHPA) is the principal statute concerning such resources. Section 106 requires federal agencies to consider the effects of their undertaking (or action) on properties listed or eligible for listing in the NRHP.

The FAA has not established a significance threshold for Historical, Architectural, Archaeological, and Cultural Resources. A factor to consider includes, but is not limited to, situations in which the proposed action or alternative(s) would result in a finding of Adverse Effect through the Section 106 process.

*No Action Alternative:* As it does not involve construction, the 2010 EA states that the No Action alternative would not alter historic, architectural, archaeological, or cultural resources at the site, accordingly, no significant impacts would occur. This statement remains accurate.

*Build Alternatives:* The 2010 EA states that construction of either Build Alternative would not impact the Hilt House for the following reasons:

- The resource is outside the identified APE.
- There is no physical taking (land or obstruction removal).
- The proposed project would not change the use of the property.
- The proposed project would not result in a significant noise impact.
- The proposed project would not adversely impact air quality.

The 2010 EA does conclude that the build alternatives would visually impact the St. John House, although construction of the proposed retaining wall would prevent physical impacts to the resource. In order to avoid direct physical impacts to the St. John House historic setting, the proposed action would include the construction of a retaining wall on existing airport property, south of the St. John House. It was determined that construction of the wall would result in the fewest impacts to the site, as no grading or construction would take place on the property. Figure 1, the Proposed Action exhibit from the 2010 EA, illustrates the St. John House in relation to the proposed development.

The 2010 EA refers to the additional mitigation measures included in the MOA to ensure that the resource is not significantly impacted. The mitigation measures listed in this section of the 2010 EA are:

- Any visual impacts from construction of the retaining wall would be mitigated by landscaping the area between the wall and the St. John House property to block the southern view to the extent possible<sup>3</sup>

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<sup>3</sup> Although the 2010 EA listed landscaping as a mitigation measure in the 2010 MOA, there is no mention of landscaping in that document. The EA may have been referring to an earlier draft of the MOA or of the mitigation





- VHAA will voluntarily offer to purchase the house at fair market value and resell to a private owner with preservation easements.
- Within six (6) months from execution of the MOA, the VHAA will submit a draft NRHP nomination to the SHPO for review and listing to the VLR and forwarding to the NPS for listing to the NRHP.

As previously described, the retaining wall has been determined to no longer be necessary for the proposed undertaking as the potential impacts the retaining wall was intended to mitigate were eliminated through design of the project's culverts. The purpose of this Supplemental EA is to remove the commitment to construct a retaining wall and associated plantings as a mitigation measure for potential impacts to the St. John House property. The MOA has been amended for a second time to remove the commitment to construct a retaining wall as well as the associated plantings included in the First Amendment to the MOA meant to shield visual impacts of the runway extension project. A draft of the second amendment to the MOA is included in **Attachment 1**.

### **Methods to Mitigate Adverse Impacts**

*No Action Alternative:* As it does not involve construction, the 2010 EA states that the No Action alternative has no impacts and would not require mitigation. This statement remains accurate.

*Build Alternatives:* The 2010 EA describes the proposed mitigation measures for various environmental impact categories analyzed in that document. Specific to the focus of this SEA, the 2010 EA states that the St. John House will not be physically impacted by proposed projects at VJI as a retaining wall would be constructed to prevent grading and construction on the historic property, and visual impacts to the site would be mitigated by planting trees to block the southern view to the extent possible. The 2010 EA references the April 2010 MOA which was executed to mitigate the adverse effects of the St. John House.

As previously described, the retaining wall has been determined to no longer be necessary for the proposed action, as the potential impacts the retaining wall was intended to mitigate were eliminated through design of the project's culverts. The purpose of this Supplemental EA is to remove the commitment to construct a retaining wall and associated plantings as a mitigation measure for potential impacts to the St. John House property.

### **Mitigation Summary**

The 2010 EA summarizes the proposed mitigation measures for various environmental impact categories analyzed in that document. Specific to the focus of this SEA, the mitigation measure for Cultural Resources in the 2010 EA refers to the 2010 MOA which was executed to mitigate the adverse effect to the St. John House. The mitigation requirements included in the 2010 MOA have been listed previously in this document and include the proposed construction of a retaining wall to prevent physical impacts to the resource. Mitigation also includes associated plantings

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measures included in the Section 4(f) statement, which does mention landscaping.



included in the 2015 First Amendment to the MOA.

As previously described, the retaining wall has been determined to no longer be necessary for the proposed action, as the potential impacts the retaining wall was intended to mitigate were eliminated through design of the project's culverts. The purpose of this Supplemental EA is to remove the commitment to construct a retaining wall and associated plantings as a mitigation measure for potential impacts to the St. John House property.

The draft second amendment to the MOA is included in **Attachment 1**, and the draft Updated Section 4(f) Statement is included in **Attachment 2**.



**List of Preparers***Federal Aviation Administration*

Susan Stafford, FAA, Environmental Protection Specialist

*Virginia Highlands Airport Authority (VHAA)*

Mickey Hines, Airport Director

*Delta Airport Consultants, Inc.*

Mary A. Pearson, Delta Airport Consultants – Responsible for overall document preparation  
Delta Airport Consultants, Inc. – Technical support

**List of Agencies and Persons Consulted**

FAA- Beckley Airports Field Office

FAA - Eastern Region

United States Department of the Interior

Virginia Department of Historic Resources

Virginia Highlands Airport Authority

**Attachments**

**Attachment 1:** 2010 MOA, 2015 First Amendment to MOA, 2024 Second Amendment to MOA

**Attachment 2:** 2010 FONSI-ROD, 2010 Section 4(f) Statement, and 2024 Updated Section 4(f) Statement

**Attachment 3:** 2015 FONSI-ROD

**Attachment 4:** Documents Related to VHAA's Sale of St. John House

**Attachment 5:** Public and Agency Comment (to be populated after public review period)

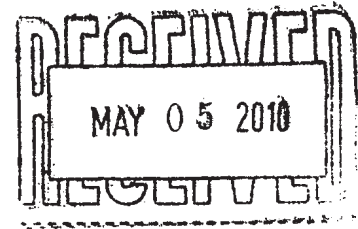
**Public and Agency Involvement**

The draft Supplemental EA is to be made available in hard copy format to the public for a 30-day review period at the Virginia Highlands Airport terminal building and the Washington County Public Library and in digital form on the Virginia Highlands Airport website; comments received are to be incorporated into the completed document.

The final Supplemental EA and FAA's environmental finding are to be made available to the public for a 30-day review period in the same formats and locations listed above.



# **ATTACHMENT 1**



*Preserving America's Heritage*

April 26, 2010

Mr. Christopher Osburn  
Environmental Specialist  
Federal Aviation Administration  
Washington Airports District Office  
23723 Air Freight Lane, Suite 210  
Dulles, VA 20166

***Ref: Proposed Extension of Runway 6 at Virginia Highlands Airport  
Abingdon, Virginia***

Dear Mr. Osburn:

On April 20, 2010, the Advisory Council on Historic Preservation (ACHP) received the Memorandum of Agreement (MOA) for the above referenced project. In accordance with Section 800.6(b)(1)(iv) of the ACHP's regulations, the ACHP acknowledges receipt of the MOA. The filing of the MOA, and execution of its terms, completes the requirements of Section 106 of the National Historic Preservation Act and the ACHP's regulations.

We appreciate you providing us with a copy of this MOA and will retain it for inclusion in our records regarding this project. Should you have any questions or require additional assistance, please contact me at (202) 606-8505, or via email at [rwallace@achp.gov](mailto:rwallace@achp.gov).

Sincerely,

*Raymond V. Wallace*

Raymond V. Wallace  
Historic Preservation Technician  
Office of Federal Agency Programs

**MEMORANDUM OF AGREEMENT  
AMONG THE  
FEDERAL AVIATION ADMINISTRATION,  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE,  
AND THE VIRGINIA HIGHLANDS AIRPORT AUTHORITY  
REGARDING THE EXTENSION OF RUNWAY 6 AND ASSOCIATED PROJECTS  
FOR THE VIRGINIA HIGHLANDS AIRPORT**

**WHEREAS**, the Virginia Highlands Airport Authority (AUTHORITY) owns and operates the Virginia Highlands Airport located in Abingdon, Virginia, and proposes to construct an extension of Runway 6 and associated projects as included in the new Airport Layout Plan; and

**WHEREAS**, the Authority's proposed extension of Runway 6 and associated projects are described in Chapter 2 of the Environmental Assessment dated January 2009 and consists of the extension of Runway 6/24 to 5,500 feet long by 75 feet wide; construction of a parallel taxiway 3,060 feet long by 35 feet wide to serve the extension; construction of a borrow sites/grading areas; acquisition of approximately 52 acres of fee-simple land acquisition and 12.5 acres of aviation easements; removal of obstructions to the Part 77 surfaces; relocation of visual aids, navigational aids (NAVAIDS), and AWOS; construction of a 10-unit T-hangar and associated apron; installation of security fencing; relocation of State Road 611 (approximately 3,800 feet); demolition of a barn and relocation of a cemetery, all as depicted in **Attachment A**; and

**WHEREAS**, the Federal Aviation Administration (FAA) plans to unconditionally approve the Virginia Highlands Airport's Airport Layout Plan (ALP)(Undertaking) for the Virginia Highlands Airport, Abingdon, Virginia pursuant 49 U.S.C. § 40101 et seq. and 49 U.S.C. § 47101 et seq.; and

**WHEREAS**, pursuant to regulations at 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act of 1966 (NHPA), as amended, 16 U.S.C. 470f, the FAA is required to consider the effects of its undertakings on properties included in or eligible for inclusion in the National Register of Historic Places prior to the approval of the undertaking and to consult with the Virginia State Historic Preservation Office (SHPO); and

**WHEREAS**, the FAA has defined its unconditional approval of an airport layout plan as an undertaking as defined in FAA Order 5050.4B, paragraph 9.g. and in 36 CFR Part 800.16(y); and

**WHEREAS**, pursuant to Section 404 of the Clean Water Act of 1973 (33 U.S.C. 1344), a Department of the Army permit is required from the Norfolk District Corps of Engineers (Corps), and the Corps has designated the FAA as the lead federal agency in a letter dated December 10, 2008 to fulfill their collective responsibilities under Section 106 of the NHPA; and

**WHEREAS**, the FAA in consultation with the SHPO has determined that the Undertaking's Area of Potential Effects (APE), as defined in 36 CFR Part 800.16(d), is all areas within airport property, construction limits, and those areas proposed for acquisition as depicted in the map attached to the FAA's March 31, 2006 letter to the SHPO; and

**WHEREAS**, pursuant to 36 CFR Part 800.2.(a)(3) the FAA has delegated the responsibility for completing the identification of historic properties to the AUTHORITY and the AUTHORITY, in consultation with the SHPO, has completed an identification survey of the Undertaking's APE and reported the results in the document titled *Phase I Cultural Resources Survey Proposed*

*Improvements, Virginia Highlands Airport, Abingdon, Virginia* (Coastal Carolina Research, Inc., October 2006) and identified one archaeological site, Site 44WG0579, and one architectural resource, the St. John's House (SHPO inventory no. 095-5264), requiring further study to determine their eligibility in terms of the National Register criteria; and

**WHEREAS**, the AUTHORITY has completed an Evaluation (Phase II) survey titled *Archaeological Evaluation of Site 44WG0579, Virginia Highlands Airport, Washington County, Virginia* (Coastal Carolina Research, Inc., September 2007) and determined in consultation with the SHPO that Site 44WG0579 did not meet the criteria for inclusion in the National Register of Historic Places (NRHP); and

**WHEREAS**, the AUTHORITY in consultation with the SHPO has completed an Evaluation (Phase II or intensive level) survey titled *Architectural Evaluation Survey for the Proposed Improvements to Virginia Highlands Airport, Washington County, Virginia* (Coastal Carolina Research, Inc., November 2006); and

**WHEREAS**, the FAA in consultation with the SHPO has determined that the St. John House (SHPO survey no. 095-5264) is eligible for the National Register of Historic Places (NRHP) under Criterion C; and

**WHEREAS**, the FAA has determined in consultation with the SHPO pursuant to 36 CFR 800.5 that the Undertaking will have an adverse affect on the St. John House; and

**WHEREAS**, the AUTHORITY consistent with the FAA's requirements for environmental review has considered ways to avoid the effect on the St. John's House and evaluated a number of alternatives in consultation with the SHPO and other consulting parties as presented in **Attachment B** and has concluded that there is no prudent and feasible alternative; and

**WHEREAS**, the FAA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination pursuant to 36 CFR Part 800.6(a)(1), and invited the ACHP to participate in this consultation and the ACHP has elected not to participate; and

**WHEREAS**, the FAA has invited the AUTHORITY to participate in this consultation pursuant to 36 CFR Part 800.2(c)(4) and has invited the AUTHORITY to be a signatory to this Memorandum of Agreement (MOA) pursuant to 36 CFR Part 800.6 (c)(2) and the AUTHORITY has elected to participate; and

**WHEREAS**, the FAA has invited Mr. & Mrs. Rufus Hairston (the Hairstons) as the current owners of the St. John House to participate in this consultation pursuant to 36 CFR Part 800.2(c)(5) and to sign this MOA as a concurring party pursuant to 36 CFR Part 800.6(c)(3), and the Hairstons have elected to participate; and

**WHEREAS**, the FAA has invited the Eastern Band of the Cherokee Indians (Band) to participate in consultation pursuant to 36 CFR Part 800.2(c)(2) and to sign this MOA as a concurring party pursuant to 36 CFR Part 800.6(c)(3), and the Band did not respond; and

**WHEREAS**, the FAA has invited the Historical Society of Washington County ( Society) to participate in this consultation pursuant to 36 CFR Part 800.2(c)(5) and to sign this MOA as a concurring party pursuant to 36 CFR Part 800.6(c)(3) and the Society did not respond; and

**WHEREAS**, the FAA has invited the Virginia Council on Indians (VCI) to participate in this consultation pursuant to 36 CFR Part 800.2(c)(5) and to sign this MOA as a concurring party pursuant to 36 CFR Part 800.6(c)(3), and the VCI has elected not to participate; and

**WHEREAS**, the FAA has informed and involved the public in Section 106 review through public meetings, a public hearing and comment period pursuant to 36 CFR Part 800.2(d), and has specifically invited comments on the Section 106 process. The Draft Environmental Assessment was made available to the public from February 3, 2009 to March 13, 2009 and a public hearing was held on March 4, 2009. Three public meetings were held on November 9, 2005, February 23, 2006 and August 29, 2006;

**NOW, THEREFORE**, the FAA and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the Undertaking's effects on historic properties.

### **STIPULATIONS**

The FAA shall ensure that the following stipulations are implemented:

#### **I. Treatment of the St John House**

**A. Treatment:** The AUTHORITY shall offer to purchase the 2.8-acre tax parcel containing the St. John House (the Property) pursuant to the following provisions:

1. Before any other grant is offered to the AUTHORITY for the Undertaking, the first grant offered by the FAA will be for the purchase of the property.
2. The AUTHORITY shall offer to purchase the Property from the Hairstons at Fair Market Value within six (6) months from the execution of the grant agreement for purchase of the St. John House between FAA and AUTHORITY. At the option of both the AUTHORITY and the Hairstons, they may mutually agree on an appraiser to determine the Fair Market Value of the property. The AUTHORITY shall follow Federal Regulation 49 CFR Part 24 for the acquisition of the property.
3. If after a period of six (6) months from when the AUTHORITY makes a written offer to purchase the Property at Fair Market Value as determined pursuant to Stipulation I.A.2 above, the Hairstons do not accept the offer the AUTHORITY may withdraw its offer to purchase the Property.
4. If the AUTHORITY purchases the Property, the AUTHORITY shall develop a marketing plan to resell the Property to a private owner. The AUTHORITY shall submit a draft marketing plan to the FAA and the SHPO for review and approval. The AUTHORITY shall market the Property within six (6) months from the acceptance of the final marketing plan by the FAA and the SHPO. The Hairstons shall be given the first chance to repurchase the property from the AUTHORITY.
5. During the period that the AUTHORITY owns the Property it shall take all reasonable and prudent steps to protect the Property from vandalism and the elements.
6. The AUTHORITY shall market the Property for twelve (12) months. If the AUTHORITY cannot find a buyer for the Property within the twelve (12)-



- month period, the AUTHORITY shall notify the FAA, the SHPO, and the other consulting parties that it has failed to sell the Property. The SHPO, the AUTHORITY and the FAA shall re-consult to decide upon one of 3 (three) options: 1) the AUTHORITY shall market the Property for another twelve (12) months; 2) the AUTHORITY shall permanently maintain the Property in accordance with “The Secretary of the Interior’s Standards for the Treatment of Historic Properties” (Standards) in order to preserve the historic integrity of the Property. The AUTHORITY may request technical assistance from the SHPO in the application of the Standards as long as the AUTHORITY owns the Property; or 3) the AUTHORITY may demolish the Property provided that the other conditions of this MOA have been met.
7. The AUTHORITY shall construct a retaining wall on existing land owned by the AUTHORITY south of the St. John House as depicted in **Attachment C**. The construction of the retaining wall shall avoid physical impacts to the 2.8-acre historic Property. The AUTHORITY shall submit to the SHPO and the Hairstons the proposed design of the retaining wall for their review and comment. The AUTHORITY shall consider all comments received from the SHPO and the Hairstons in developing its final design.
  8. A grant to build the retaining wall and other elements of the project cannot be given until after either the Property is purchased, or six (6) months have passed from the date of a grant, which ever occurs sooner.

**B. National Register of Historic Places and Virginia Landmark Nomination**

1. Within six (6) months from execution of this MOA the AUTHORITY shall submit to the SHPO a draft NRHP nomination to the SHPO for review and listing to the Virginia Landmarks Register (VLR) and forwarding to the National Park Service (NPS) for listing to the NRHP. If the AUTHORITY is the owner of the Property at the time the draft nomination is submitted to the SHPO, the AUTHORITY shall give its permission for the Property to be listed to the VLR and the NRHP. If the Hairstons are the owners of the Property at the time, the Hairstons agree to give permission for the Property to be listed to the VLR and the NRHP. If a third party is the owner of the Property at the time that the draft nomination is submitted to the SHPO then the AUTHORITY shall work with the SHPO to encourage the new owner to list the Property to the VLR and the NRHP.
2. The AUTHORITY shall contract with someone who meets the Professional Qualifications for an architectural historian as described in Stipulation II, below, to write and edit the draft NRHP nomination.

**C. Review of Documentation and other Mitigation Deliverables.**

The SHPO and other consulting parties shall have thirty (30) days upon receipt of the complete documentation and other mitigation deliverables to provide comments to the AUTHORITY. If a party does not provide the AUTHORITY comments within the thirty (30) day review period, the AUTHORITY may assume that the non-responding party has no comment and may proceed pursuant to the terms of this MOA.

## **II. Performance Standards**

The FAA shall ensure that all historic preservation work carried out pursuant to this MOA is carried out by or under the supervision of a person or persons meeting at a minimum the Secretary of the Interior's *Professional Qualifications Standards* (48 FR 44738-9, September 29, 1983) in Architectural History.

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

A. The FAA shall ensure that the AUTHORITY includes the provisions in Stipulation III.A.1 to 5 in all construction contracts:

1. If previously unidentified historic properties or unanticipated effects to historic properties are discovered during construction, the construction contractor shall immediately halt all activity within a one hundred (100) foot radius of the discovery, notify the AUTHORITY of the discovery and implement interim measures to protect the discovery from looting and vandalism.

2. Immediately upon receipt of the notification required in Stipulation III.A.1, the AUTHORITY shall:

- (a) inspect the construction site to determine the extent of the discovery and ensure that construction activities have halted;
- (b) clearly mark the area of the discovery;
- (c) implement additional measures, as appropriate, to protect the discovery from looting and vandalism; and
- (d) have a professional archeologist inspect the construction site to determine the extent of the discovery and provide recommendations regarding its NRHP eligibility and treatment; and
- (e) notify the FAA and other consulting parties of the discovery describing the measures that have been implemented to comply with Stipulations III.A.1 and A.2.

3. Within forty-eight (48) hours of receipt of the notification described in Stipulation III.A.2 (e), the FAA shall provide the AUTHORITY, the SHPO, and other consulting parties with its assessment of the NRHP eligibility of the discovery and the measures it proposes to take to resolve adverse effects. In making its official evaluation, the FAA, in consultation with the SHPO, may assume the discovery to be NRHP eligible for the purposes of Section 106 pursuant to 36 CFR Part 800.13(c). The AUTHORITY, the SHPO and other consulting parties shall respond within forty-eight (48) hours of receipt.

4. The FAA, which shall take into account consulting parties' recommendations on eligibility and treatment of the discovery, shall ensure that the AUTHORITY carries out appropriate actions, and provides the FAA and consulting parties with a report on these actions when they have been implemented.

5. Construction activities may proceed in the area of the discovery, when the FAA has determined that implementation of the actions undertaken to address the discovery pursuant to Stipulation III. A are complete.

B. When the discovery contains human remains, the AUTHORITY shall comply with Stipulation III.A.1 and A.2 and Virginia Code § 10.1-2305 and § 57-36 through 39. In addition to meeting the requirements of this statute, the AUTHORITY shall consult with the Band on ways to avoid impacts to any American Indian human skeletal remains, burial site or associated funerary artifacts, and make a good faith effort to ensure that the general public is excluded from viewing any American Indian human remains, burial site or associated funerary artifacts.

1. The FAA, the AUTHORITY, the SHPO, and the other consulting parties to this MOA agree to release no photographs of any American Indian burial site or associated funerary artifacts to the press or general public.

2. If the AUTHORITY, in consultation with the Band and the FAA, determines that the American Indian human skeletal remains and associated funerary artifacts must be disinterred, the AUTHORITY will first apply for a permit pursuant to Virginia Code § 10.1-2305 and § 57-36 through 39. The AUTHORITY will then resolve disposition and reinterment of the remains, in consultation with the FAA, the Band and any other Indian tribes as appropriate, on the basis of the determination made by VCI in accordance with the Virginia Code. The disposition of any other human skeletal remains and associated funerary artifacts shall be governed as specified in any permit issued by the SHPO or any order of the local court authorizing their removal under state law.

#### **IV. Dispute Resolution**

##### **A. Disputes among the Signatory Parties**

1. Should any Signatory to this MOA object in writing to the FAA or to the AUTHORITY regarding any action carried out or proposed pursuant to this MOA, the FAA shall consult with the objecting Signatory to resolve the objection.
2. If after initiating such consultation the FAA determines that the objection cannot be resolved through consultation, the FAA shall forward all documentation relevant to the objection to the ACHP, including the proposed response to the objection.
3. Within thirty (30) calendar days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:
  - a) Advise the FAA that the ACHP concurs in the proposed response to the objection, whereupon the FAA shall respond to the objection accordingly;
  - b) Provide the FAA with recommendations, which the FAA shall take into account in reaching a final decision regarding its response to the objections; or
  - c) Respond to the FAA that it will not consider the dispute or provide recommendations, in which case the FAA may proceed with the proposed resolution: or
  - d) Notify the FAA that the objections shall be referred for ACHP comment pursuant to 36 CFR Part 800.7(c), and proceed to refer the objection for comment. Any ACHP comment rendered pursuant to this stipulation shall be understood to apply only to the subject of the objection: all other responsibilities of the parties stipulated in this MOA shall remain unchanged.
4. Should the ACHP not exercise one of the above options within thirty (30) calendar days after receipt of all pertinent documentation, the FAA may move forward with its proposed response to the objection and make a final decision on how to respond to the objection.

- B. At any time during implementation of the measures stipulated in this MOA, should an objection pertaining to this MOA or the effect of the Undertaking on historic properties be raised by a member of the public, the FAA shall notify the parties to this MOA and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this MOA to resolve the objection.

**V. Amendment**

- A. Any of the signatories may request that this MOA be amended according to 36 CFR Part 800.6(c)(7). Any amendment shall be effective on the date the amended MOA is signed by all signatories. The FAA shall ensure a copy of amended MOA is filed with the ACHP.
- B. The FAA shall provide an annual status report within twelve (12) months of the execution of this MOA, and every twelve (12) months thereafter, to all consulting parties until the stipulations laid out by this MOA are complete.

**VI. Termination**

In the event the terms of this MOA cannot be or are not being carried out, the signatories shall consult to seek amendment of this MOA. If an agreement cannot be reached on an amendment, the FAA, SHPO or AUTHORITY may terminate it pursuant to 36 CFR Part 800.6(c)(8). The FAA shall either execute a new MOA under 36 CFR Part 800.6(c)(1) or request and consider the comments of the ACHP pursuant to 36 CFR Part 800.7(a).

**VII. Duration**

This MOA shall be considered null and void if its terms have not been implemented within five (5) years from the year of the MOA's execution. Six (6) months prior to this time the Signatories may meet to determine whether the MOA needs to continue and whether any changes may be needed. The review and determinations may take place on a conference call, in a physical meeting or in writing as needed. Reviews of this MOA shall occur until the successful completion of the mitigation measures stipulated in this MOA.

Execution of this MOA by the FAA and the SHPO, filing of the MOA with the ACHP pursuant to 36 CFR Part 800.6(b)(1)(iv), and implementation of its terms is evidence that the FAA has taken into account the effects of the undertaking on historic properties protected under Section 106 of the National Historic Preservation Act and afforded the ACHP an opportunity to comment on the undertaking pursuant to that Act.


SIGNATORIES

**FEDERAL AVIATION ADMINISTRATION**

By:   
Terry J. Page  
Manager, Washington Airports District Office

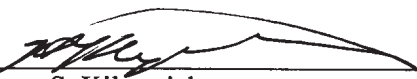
Date: 3/31/2010

**VIRGINIA HIGHLANDS AIRPORT AUTHORITY**

By:   
Mark Nelson  
Chairman, Virginia Highlands Airport Authority

Date: 4/13/10

**STATE HISTORIC PRESERVATION OFFICER**

By:   
Kathleen S. Kilpatrick  
Director, Department of Historic Resources

Date: 4/6/10

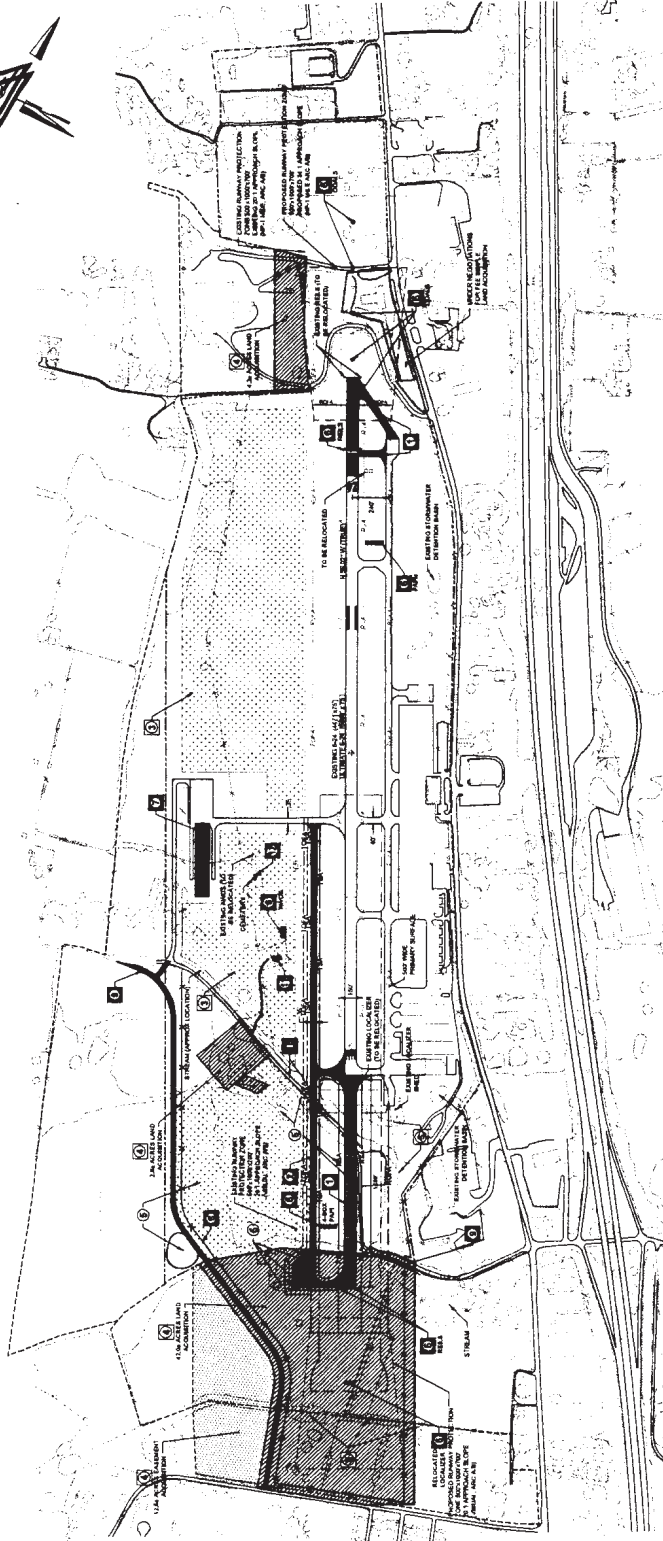
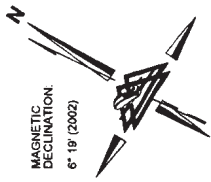
CONCURRING PARTIES

By: \_\_\_\_\_  
Mr. & Mrs. Rufus Hairston

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

*Memorandum of Agreement  
Treatment of Architectural Site VDHR #095-5264 (St. John House)  
Virginia Highlands Airport, Virginia*

**ATTACHMENT A  
Proposed Project**



**PROPOSED PROJECTS**

- 1 EXTEND RUNWAY 6 - 1,398' x 75' (INCLUDES PARTIAL DEMOLITION OF RUNWAY 24 & PARALLEL TAXIWAY)
- 2 CONSTRUCT A PARTIAL PARALLEL TAXIWAY
- 3 BORROW SITES/ROADING AREA
- 4 PROPERTY INTEREST ACQUISITION
- 5 OBSTRUCTION REMOVAL
- 6 RELOCATION OF VISUAL AIDS & NAVAIDS (LOCALIZER, REILS, ODALS, & PAPIs) BOTH: RUNWAY ENDS & RELOCATION OF AWOS
- 7 THAMMAR DEVELOPMENT
- 8 INSTALL SECURITY FENCING
- 9 RELOCATE STATE ROAD #11
- 10 STREAM MODIFICATION<sup>10</sup>
- 11 REINFORCE BARR
- 12 CEMETERY RELOCATION

**NOTES:**  
 1. MITIGATION FOR STREAM IMPACTS WILL BE DETERMINED THROUGH COORDINATION WITH VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY AND WITH CONCEPTS OF ENGINEERS.



EXISTING	PROPOSED
PROPERTY ACQUISITION	PROPERTY ACQUISITION
OBSTRUCTION REMOVAL	OBSTRUCTION REMOVAL
RELOCATION OF VISUAL AIDS & NAVAIDS	RELOCATION OF VISUAL AIDS & NAVAIDS
THAMMAR DEVELOPMENT	THAMMAR DEVELOPMENT
INSTALL SECURITY FENCING	INSTALL SECURITY FENCING
RELOCATE STATE ROAD #11	RELOCATE STATE ROAD #11
STREAM MODIFICATION <sup>10</sup>	STREAM MODIFICATION <sup>10</sup>
REINFORCE BARR	REINFORCE BARR
CEMETERY RELOCATION	CEMETERY RELOCATION



www.aecom.com

**ALTERNATIVE 3  
 VIRGINIA HIGHLANDS AIRPORT**

**EXHIBIT  
 2-3**

DRAWN BY: LCH CHECKED BY: LCH SCALE: 1"=800' DATE: MAY 2009

**ATTACHMENT B**  
**Description of Measures Considered to Avoid Effects to Historic Properties**

Three alternatives were identified for evaluation: a No Action alternative was considered, as required by the NEPA and the FAA, as well as two build alternatives. The purpose of the build alternatives was to further develop the airport as a B-II, and included: Alternative 2 – Extend Runway 6 (34:1 Non-Precision Approach); Alternative 3 – Extend Runway 6 (20:1 Visual Approach).

As a result of the alternative screening, the sponsor's preferred alternative was selected. Although Alternative 1, No Action, involved the fewest environmental impacts, it did not meet the purpose and need of the proposed action. Both of the remaining development alternatives would have met the most critical aspects of the defined purpose and need; however, the potential impacts from Alternative 2 appeared to be significantly greater in terms of obstruction removal and property interest acquisition. Therefore, Alternative 3 was selected as the preferred development alternative from the EA, as it meets the defined purpose and need and significant environmental impacts are not anticipated with this alternative.

The sponsor's preferred action would require approximately forty-nine (49) acres of fee-simple land acquisition and twenty-three (23) acres of avigation easement. The fee-simple acquisition would include one (1) residential, out parcel within the existing airport boundary (St. John House), as well as the partial fee-simple acquisition of three (3) residential properties (Runway 6 end) and a portion of one (1) commercial property (Stockyard on Runway 24 end). In the preferred alternative, construction and operation of development areas would occur and would impact the NRHP eligible St. John House. Although the Hilt house is also eligible for the NRHP, neither build alternative would constitute a direct, indirect, or constructive use of this property for the following reasons:

- The resource is outside the identified APE, as depicted in the Phase II Survey.
- There is no physical taking (land or obstruction removal).
- The proposed project would not change the use of the property.
- The proposed project would not result in a significant noise impact as demonstrated in the EA.
- The proposed project would not adversely impact air quality as determined by an air quality analysis using the approved FAA EDMS model.

The St. John House is located on a parcel of land surrounded by existing airport property. The entire parcel is proposed for fee simple land acquisition to accommodate the proposed development which would result in an impact to the resource. The EA demonstrated that these impacts are unavoidable and necessary.

The St. John House had been planned for purchase and demolition; however, as the house has been determined eligible for the NHRP, alternatives to demolition have been reviewed and analyzed. In correspondence dated March 16, 2007, the SHPO concurred with these alternatives; however, an additional alternative has been added and is considered the preferred alternative.

The preferred alternative is to negotiate the purchase of the property by the AUTHORITY. If successful, the property would then be resold to a private owner. The current owner would be



*Memorandum of Agreement  
Treatment of Architectural Site VDHR #095-5264 (St. John House)  
Virginia Highlands Airport, Virginia*

offered the first option to repurchase the house. In addition, the AUTHORITY would construct a retaining wall to keep the construction grading outside the property. This alternative would be preferable as all architectural elements would be preserved and the house would remain on its current site.

*Memorandum of Agreement  
Treatment of Architectural Site VDHR #095-5264 (St. John House)  
Virginia Highlands Airport, Virginia*

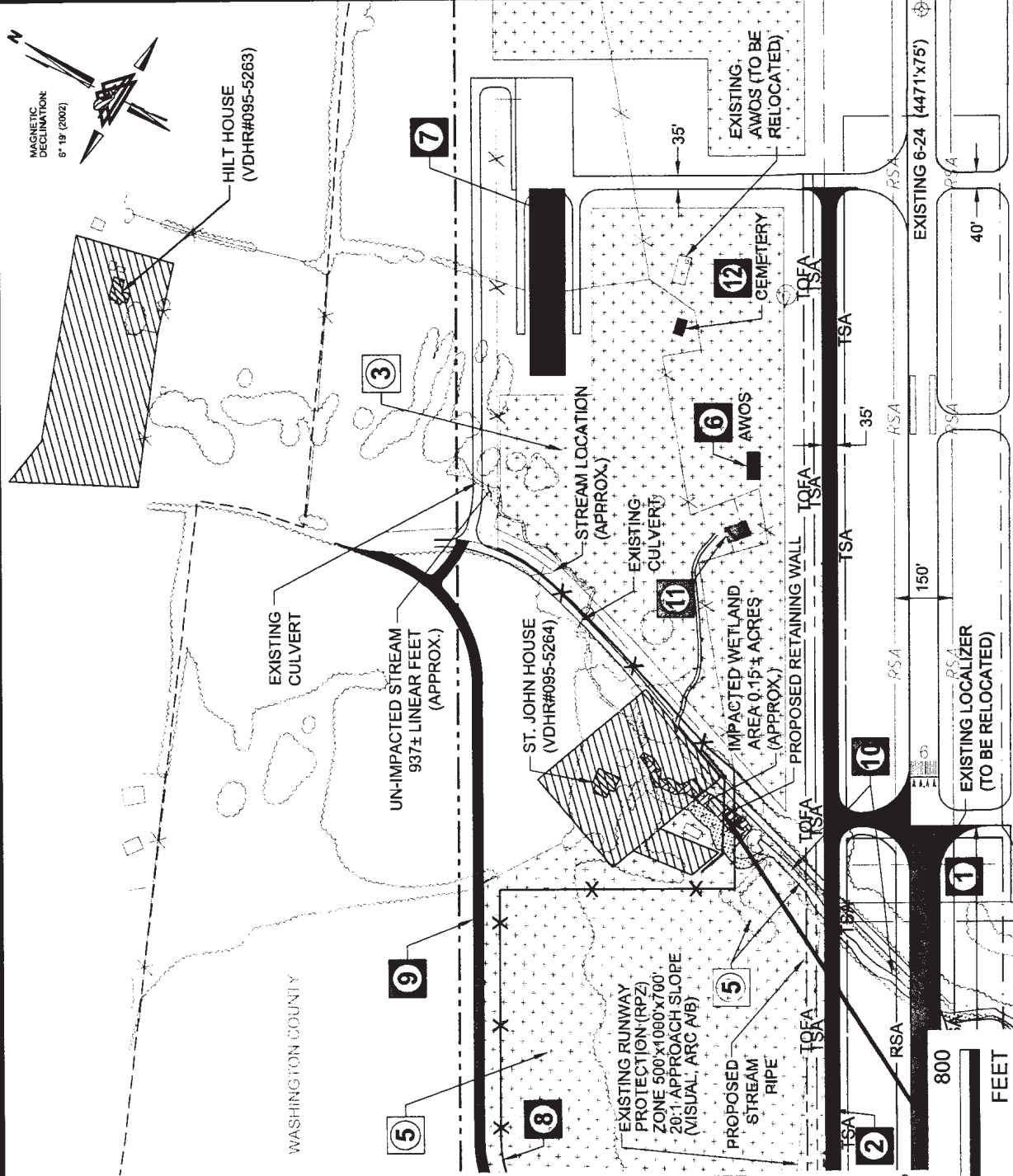
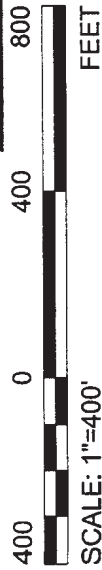
**ATTACHMENT C  
Proposed Retaining Wall Location and Profile**

**PROPOSED PROJECTS**

- 1 EXTEND RUNWAY 6 - 1,389' x 75' (INCLUDES PARTIAL DEMOLITION OF RUNWAY 2A & PARALLEL TAXWAY)
- 2 CONSTRUCT A PARTIAL PARALLEL TAXWAY
- 3 BORROW SITE/GRADING AREA
- 4 PROPERTY INTEREST ACQUISITION
- 5 OBSTRUCTION REMOVAL
- 6 RELOCATION OF VISUAL AIDS & NAVAID'S (LOCALIZER, REILS, ODALS, AND PAPI'S) BOTH RUNWAY ENDS & RELOCATION OF AWOS
- 7 T-HANGAR DEVELOPMENT
- 8 INSTALL SECURITY FENCING
- 9 RELOCATE STATE ROAD 611
- 10 STREAM MODIFICATION (3)
- 11 DEMOLISH BARN
- 12 CEMETERY RELOCATION

EXISTING	DESCRIPTION	PROPOSED
[Symbol]	RUNWAY SAFETY AREA (RSA)	[Symbol]
[Symbol]	RUNWAY OBJECT FREE AREA (ROFA)	[Symbol]
[Symbol]	RUNWAY PROTECTION ZONE (RPZ)	[Symbol]
[Symbol]	TAXWAY OBJECT FREE AREA (TOFA)	[Symbol]
[Symbol]	TAXWAY SAFETY AREA (TSA)	[Symbol]
[Symbol]	AIRPORT PROPERTY LINE	[Symbol]
[Symbol]	FENCE	[Symbol]
[Symbol]	AVIATION EASEMENTS	[Symbol]
[Symbol]	LAND ACQUISITION (SEE SHEET 5)	[Symbol]
[Symbol]	DEMOLITION	[Symbol]
[Symbol]	BORROW SITE/GRADING AREA	[Symbol]
[Symbol]	PHASE II - ARCHITECTURAL SITE (WILDLIFE)	[Symbol]
[Symbol]	GOALS	[Symbol]
[Symbol]	WIND CORNER/DEMENTED CIRCLE (WCDC)	[Symbol]
[Symbol]	STREAM LOCATION (IMPACTED)	[Symbol]
[Symbol]	STREAM LOCATION (UNIMPACTED)	[Symbol]
[Symbol]	WETLANDS AREA (IMPACTED)	[Symbol]
[Symbol]	WETLANDS AREA (UNIMPACTED)	[Symbol]

- NOTES:**
- BOUNDARIES ARE APPROXIMATE.
  - PHASE II ARCHITECTURAL BOUNDARY IS BASED UPON DHR'S DETERMINATION (05-29-08) & FAA CONCURRENCE (09-12-08).
  - MITIGATION FOR STREAM IMPACTS WILL BE DETERMINED THROUGH COORDINATION WITH VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY AND ARMY CORPS OF ENGINEERS.
  - GRADING LIMITS BASED ON PRELIMINARY ENGINEERING AND SUBJECT TO CHANGE.



**ST. JOHN HOUSE  
VIRGINIA HIGHLANDS AIRPORT**

EXHIBIT

DRAWN BY: LKH

CHECKED BY: KSK

SCALE: 1" = 400'

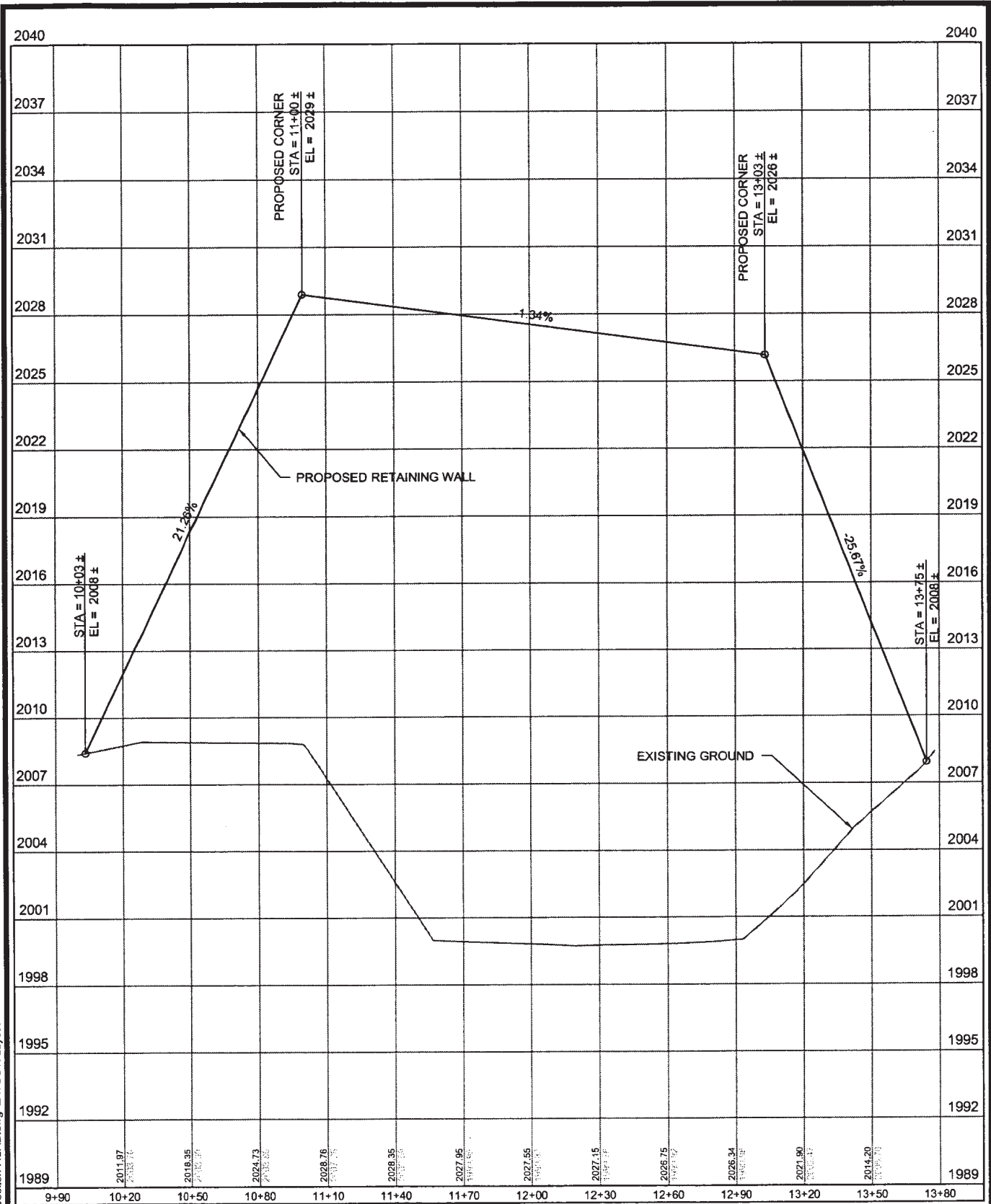
DATE: MAY 2009

MAY 2009

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X:\2004proj\04046\exhibits\04046-ext-Wall Section-ACAD.dwg, Layout1, 5/26/2009 12:47:43 PM, lkh

DRAWING: 04046-ext-Wall Section-ACAD.dwg LAYOUT: Layout1



**BASELINE "Wall"**



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## PROPOSED RETAINING WALL PROFILE VIRGINIA HIGHLANDS AIRPORT

EXHIBIT

--

DRAWN BY: LKH CHECKED BY: JPR SCALE: 1" = 60' DATE: MAY 2009

**FIRST AMENDMENT TO  
MEMORANDUM OF AGREEMENT  
AMONG THE  
FEDERAL AVIATION ADMINISTRATION  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE  
AND THE VIRGINIA HIGHLANDS AIRPORT AUTHORITY REGARDING THE  
EXTENSION OF RUNWAY 6 AND ASSOCIATED PROJECTS  
FOR THE VIRGINIA HIGHLANDS AIRPORT  
AMENDMENT**

WHEREAS the Memorandum of Agreement ("MOA") was executed on April 2010; and

WHEREAS the Virginia Highlands Airport Authority ("AUTHORITY") has been complying with the terms of the MOA; and

WHEREAS the duration of the MOA according to Section VII has expired; and

WHEREAS, the terms of the MOA have not all been completed due to unanticipated delays in the completion of the Undertaking and procurement of funding; and

WHEREAS the Federal Aviation Administration ("FAA") will send a copy of this executed amendment to the Advisory Council on Historic Preservation ("ACHP")

NOW THEREFORE, in accordance with Stipulation V of the MOA, the FAA, the Virginia State Historic Preservation Office ("SHPO"), and the AUTHORITY agree to amend the MOA as follows:

1. Amend Stipulation I A. 4. so that it reads: If the AUTHORITY purchases the Property, the AUTHORITY shall develop a marketing plan to resell the Property to a private owner after the runway construction project is complete. The AUTHORITY shall submit a draft marketing plan to the FAA and the SHPO for review and approval.
2. Amend Stipulation I A. 7 A so that it reads: The AUTHORITY shall construct a retaining wall on existing land owned by the AUTHORITY south of the St. John House as depicted on Attachment C. The construction of the retaining wall shall avoid physical impacts to the 2.8 acre historic Property. The AUTHORITY may conduct grading, clearing and construction impacts on the property which will be mitigated by using Best Management Practices and installing plantings to shield visual impacts of the runway extension project. The AUTHORITY shall submit to the SHPO and FAA the proposed design of the retaining wall for their review and comment. The AUTHORITY shall consider all comments received from the SHPO and FAA in developing its final design.
3. Amend Stipulation VII so it reads as follows: This MOA shall be considered null and void if its terms have not been implemented within five (5) years from the date of the execution of the First Amendment to the MOA, or until after the runway extension project is complete, whichever is later. Six (6) months prior to this time, Signatories may meet to determine whether the MOA needs to continue and whether any changes may be needed. The review and determinations may take place on a conference call, in a physical meeting or in writing as needed.

4. Add new Stipulation I A. 9. that reads: The Authority shall retain a permanent easement over the St. John House property that reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing at, taking off from, or operating from Airport. In addition, the Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real property herein conveyed to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces relating to Airport. This public right must include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other object that may at any time project or extend above said surfaces.

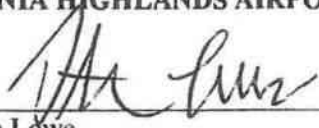
SIGNATORIES

**FEDERAL AVIATION ADMINISTRATION**

By:   
Matthew Thys  
Manager, Washington Airports District Office

Date: 5/29/15

**VIRGINIA HIGHLANDS AIRPORT AUTHORITY**

By:   
Stephen Lowe  
Chairman, Virginia Highlands Airport Authority

Date: 5-22-15

**STATE HISTORIC PRESERVATION OFFICER**

By:   
Julie Langan  
Director, Department of Historic Resources

Date: 6.8.15

**From:** [Birge-wilson, Adrienne \(DHR\)](#)  
**To:** [Stafford, Susan \(FAA\)](#)  
**Cc:** ["Mickey Hines"](#); ["Kristy Miller"](#); ["Mary Ashburn Pearson"](#); ["Douglas E. Sander"](#); [Mulligan, John Q \(FAA\)](#); [Brooks, Andrew \(FAA\)](#)  
**Subject:** RE: VJI Runway Extension Second Amendment to the Memorandum of Agreement (DHR File No. 2006-0645)  
**Date:** Monday, August 5, 2024 11:37:27 AM

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**CAUTION:** This email originated from outside of the Federal Aviation Administration (FAA). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Susan- Sorry for the delay. The amendment looks good. We do not have any changes.

V/R,

**Adrienne Birge-Wilson**

Architectural Historian | Review and Compliance Division

*Department of Historic Resources*

**Email** [adrienne.birge-wilson@dhr.virginia.gov](mailto:adrienne.birge-wilson@dhr.virginia.gov)

**Phone** 804-482-6092

---

**From:** Stafford, Susan (FAA) <Susan.Stafford@faa.gov>

**Sent:** Wednesday, July 3, 2024 9:30 AM

**To:** Birge-wilson, Adrienne (DHR) <Adrienne.Birge-Wilson@dhr.virginia.gov>

**Cc:** 'Mickey Hines' <mhines@vahighlandsairport.com>; 'Kristy Miller'

<kmillier@vahighlandsairport.com>; 'Mary Ashburn Pearson' <mapearson@deltairport.com>;

'Douglas E. Sander' <dsander@deltairport.com>; Mulligan, John Q (FAA)

<John.Q.Mulligan@faa.gov>; Brooks, Andrew (FAA) <Andrew.Brooks@faa.gov>

**Subject:** RE: VJI Runway Extension Second Amendment to the Memorandum of Agreement (DHR File No. 2006-0645)

Adrienne,

My apologies for a second email submittal for the VJI Second Amendment to the MOA. Based on further FAA internal review, a new Item 2 was added to the Second Amendment as the strikethrough identified in Item 1, associated with the 2015 MOA amending Stipulation 1.A.7 of the 2010 MOA, would revert back to the 2010 MOA. This also needed to be addressed in this Second Amendment. I've attached the word markup as well as a clean pdf.

If you have any questions while reviewing the document, please feel free to contact me.

Thank you,

Susan B. Stafford  
Environmental Protection Specialist  
Beckley Airports Field Office  
176 Airport Circle, Rm 101  
Beaver, WV 25813  
609-916-5793

---

**From:** Stafford, Susan (FAA)

**Sent:** Thursday, June 27, 2024 10:53 AM

**To:** Birge-wilson, Adrienne <Adrienne.Birge-Wilson@dhr.virginia.gov>

**Cc:** Mickey Hines <mhines@vahighlandsairport.com>; Kristy Miller <kmiller@vahighlandsairport.com>; Mary Ashburn Pearson <mapearson@deltaairport.com>; Douglas E. Sander <dsander@deltaairport.com>; Teodorescu, Andrew P (FAA) <andrew.p.teodorescu@faa.gov>; Brooks, Andrew (FAA) <Andrew.Brooks@faa.gov>

**Subject:** VJI Runway Extension Second Amendment to the Memorandum of Agreement (DHR File No. 2006-0645)

Adrienne,

Thank you for our discussion this morning. Based on our discussion, I've attached the draft of the Virginia Highlands Airport (VJI) Second Amendment to the MOA for Extension of Runway 6 and Associated Projects (DHR File No. 2006-0645) for DHR review. I've attached the document in both word and pdf formats. I've also attached the original MOA and First Amendment to the MOA for easier reference.

Sincerely,

Susan B. Stafford  
Environmental Protection Specialist  
Beckley Airports Field Office  
176 Airport Circle, Rm 101  
Beaver, WV 25813  
609-916-5793



**SECOND AMENDMENT TO  
MEMORANDUM OF AGREEMENT  
AMONG THE  
FEDERAL AVIATION ADMINISTRATION  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE  
AND THE VIRGINIA HIGHLANDS AIRPORT AUTHORITY REGARDING THE EXTENSION  
OF RUNWAY 6 AND ASSOCIATED PROJECTS  
FOR THE VIRGINIA HIGHLANDS AIRPORT  
AMENDMENT**

**WHEREAS the Memorandum of Agreement for the Extension of Runway 6 and Associated Projects for the Virginia Highlands Airport (“MOA”) was executed on April 2010; and**

**WHEREAS the First Amendment to the MOA (“First Amendment”) was executed on June 2015; and**

**WHEREAS the Virginia Highlands Airport Authority (“AUTHORITY”) has been substantially complying with the terms of the MOA and First Amendment; and**

**WHEREAS the AUTHORITY acquired the St. John House from the prior landowners in August 2013 and sold the St. John House in March 2022 while maintaining protective covenants developed in coordination with the Federal Aviation Administration (“FAA”) and Virginia State Historic Preservation Office (“SHPO”); and**

**WHEREAS, the terms of the MOA and First Amendment have not all been completed; and**

**WHEREAS construction for the runway extension project was completed in fall 2023; and**

**WHEREAS final design and construction of the project’s culverts was completed in such a fashion to avoid grading on the 2.8-acre property; and**

**WHEREAS impacts to the St. John House that were identified during the original 2010 project review in accordance with the National Environmental Policy Act will no longer occur; and**

**WHEREAS the previously identified mitigations for the St. John House for construction of a retaining wall and associated plantings, are no longer necessary for the proposed undertaking, and**

**WHEREAS the FAA will send a copy of this executed Second Amendment to the Advisory Council on Historic Preservation (“ACHP”)**

**NOW THEREFORE, in accordance with Stipulation V.A of the MOA, the FAA, the SHPO, and the AUTHORITY agree to a Second Amendment to the MOA, as follows:**

- 1. Strike Item 2 of the 2015 First Amendment to the MOA, which reads, Amend Stipulation I A.7 so that it reads: The AUTHORITY shall construct a retaining wall on existing land owned by the AUTHORITY south of the St. John House as depicted on Attachment C. The construction of the retaining wall shall avoid physical impacts to the 2.8 acre historic Property. The AUTHORITY may conduct grading, clearing and construction impacts on the property which will be mitigated by using Best Management Practices and installing plantings to shield visual impacts of the runway extension project. The AUTHORITY shall submit to the SHPO and FAA**

the proposed design of the retaining wall for their review and comment. The AUTHORITY shall consider all comments received from the SHPO and FAA in developing its final design.

2. **Strike Section 1.A.7 of the 2010 MOA, which reads,** The AUTHORITY shall construct a retaining wall on existing land owned by the AUTHORITY south of the St. John House as depicted in Attachment C. The construction of the retaining wall shall avoid physical impacts to the 2.8-acre historic Property. The AUTHORITY shall submit to the SHPO and the Hairstons the proposed design of the retaining wall for their review and comment. The AUTHORITY shall consider all comments received from the SHPO and the Hairstons in developing its final design.
3. **Strike Section 1.A.8 of the 2010 MOA, which reads,** A grant to build the retaining wall and other elements of the project cannot be given until after either the Property is purchased, or six (6) months have passed from the date of the grant, whichever occurs sooner.

**SIGNATORIES**

**FEDERAL AVIATION ADMINISTRATION**

X

Matthew Thys  
Manager, Washington Airports District Office

**VIRGINIA HIGHLANDS AIRPORT AUTHORITY**

X

---

Dr. James E. Baker  
Chairman

**STATE HISTORIC PRESERVATION OFFICER**

X

---

Julie Langan  
Director

**From:** [Birge-wilson, Adrienne](#)  
**To:** [Stafford, Susan \(FAA\)](#)  
**Cc:** [franksimsj@me.com](mailto:franksimsj@me.com); [Mickey Hines](#); [Scott.Denny@doav.virginia.gov](mailto:Scott.Denny@doav.virginia.gov); [Robinson, John M \(FAA\)](#); [Brooks, Andrew \(FAA\)](#)  
**Subject:** Re: VJI Baker-St John House Resell (DHR File #2006-0645)  
**Date:** Tuesday, December 22, 2020 2:53:32 PM

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Susan- Thank you for providing this information for DHR's review. We have no issues/comments/edits/additions to the proposed preservation covenant language. We also have no issue that the retaining wall has been determined, through final design of the project's culverts, to no longer be necessary for the proposed undertaking. We agree that these terms will need to be readdressed in both the MOA's and 4(f) evaluation once the resell has been completed.

V/R,

**Adrienne Birge-Wilson**

Review and Compliance Division  
Virginia Department of Historic Resources  
2801 Kensington Avenue  
Richmond, VA 23221  
(804) 482-6092  
[adrienne.birge-wilson@dhr.virginia.gov](mailto:adrienne.birge-wilson@dhr.virginia.gov)

**COVID-19 Update: DHR is open for business and the majority of staff is teleworking. Our offices are temporarily closed to the public.**

Please take our brief [on-line survey](#) that seeks to capture your ideas and opinions about the current and future state of historic preservation in the Commonwealth of Virginia.

[Subscribe to DHR's Quarterly Newsletter](#)

On Wed, Dec 9, 2020 at 9:39 AM Stafford, Susan (FAA) <[Susan.Stafford@faa.gov](mailto:Susan.Stafford@faa.gov)> wrote:

Adrienne,

Attached for your review is a copy of the protective covenants associated with the proposed Baker-St. John House resell at Virginia Highlands Airport that we discussed last week. We would like to request an expedited review based on interest from the willing buyer. As we discussed, I will follow-up the electronic submittal with a hardcopy once we are back in the office.

Thank you,

Susan B. Stafford

Environmental Protection Specialist

Beckley Airports Field Office

176 Airport Circle, Rm 101

Beaver, WV 25813

304-252-6216 x 130



**U.S. Department  
of Transportation**

Federal Aviation  
Administration

**Beckley Airports Field Office**

**176 Airport Circle, Room 101**

**Beaver, West Virginia 25813**

**Telephone: (304) 252-6216**

**FAX: (304) 253-8028**

December 9, 2020

Ms. Adrienne Birge-Wilson  
Review and Compliance Division  
Virginia Department of Historic Resources  
2801 Kensington Ave.  
Richmond, VA 23221

Re: Executed Memorandum of Agreement Virginia Highlands Airport, Washington County, Virginia  
DHR File No. 2006-0645

Dear Ms. Birge-Wilson:

Virginia Highlands Airport (VJI or Airport) currently owns the Baker-St. John House, DHR #095-5264, a Mid-19<sup>th</sup> Century Greek Revival/Late Victorian Italianate residence located at 18254 Providence Road (State Route 611). On November 21, 2006, as part of consultation associated with a 2010 environmental assessment (EA) for extension of Runway 6 and associated projects, the Federal Aviation Administration (FAA) initially determined that the proposed undertaking would result in an adverse effect to the then identified potentially eligible Baker-St. John House.

Based on additional analysis and consultations during EA development, a Memorandum of Agreement (MOA) was prepared in accordance with 36 CFR 800.6 between the Virginia Highlands Airport Authority (VHAA), FAA, and the Virginia Department of Historic Resources (DHR). The MOA was fully executed on April 13, 2010 outlining a treatment plan to resolve the adverse effect to the Baker-St. John House (Attached).

As per the terms of the 2010 MOA, the VHAA partially met the terms of Stipulation A by purchasing the property and fully met the terms of Stipulation B by listing the Baker-St. John House in the National Register of Historic Places (NRHP) on February 22, 2011 under Criterion C for its significant architectural features. In 2015, a First Amendment to the MOA was drafted in accordance with 36 CFR 800.6(c)(7), and fully executed on June 8, 2015 (Attached). The 2015 MOA amended Stipulations I.A.4, associated with reselling the residence, I.A.7, associated with constructing a retaining wall south of the Baker-St. John House, VII, associated with the MOA's duration, and added Stipulation I.A.9, associated with the VHAA's ability to retain an avigation easement over the property.

The Airport began marketing the house for resell in August 2017 as per the requirements of Stipulation 1.A.4 of the First Amendment to the MOA, in which through consultation between the FAA, VJI and

DHR, it was determined that the Airport could begin marketing the house prior to completion of the runway extension, and Stipulation I.A.6 of the 2010 MOA. VJI received an offer on the house from a potential private owner and plans to move forward with the sale satisfying both stipulations.

Accompanying the MOA in the 2010 EA, the FAA conducted a Department of Transportation, Section 4(f) evaluation which determined that there were no prudent and feasible alternatives that met the purpose and need of the project that also avoid impacting the Baker-St. John House (Attached). It was also determined and that the project would result in both a physical and constructive use of the Baker-St. John House. The 4(f) statement includes two mitigation measures developed in consultation with DHR as part of the MOA consultation. These measures include: 1) the construction of a retaining wall on existing airport property, south of the St. John property and historical boundary; and 2) the voluntary acquisition of the property. The 4(f) statement also states that if the property is purchased by VHAA, the residence will be listed in the NRHP and resold with an easement to protect the property. Consultation with the Department of Interior resulted in June 9, 2010 concurrence that there is no prudent and feasible alternative to the proposed action and that the measures to minimize harm to the historic resource be explicitly consistent with the executed MOA.

As part of the potential resell, VJI has drafted protective covenants for the Baker-St. John House. I have attached the draft protective covenants for your review in accordance with 36 CFR 800.6(c)(4) and Stipulation I.C of the MOA. Through resell of the property with protective covenants, Stipulations I.A and I.B of the 2010 and 2015 MOA's, and the terms of the Section 4(f) evaluation have been met, with the exception of Stipulation 1.A.8 of the 2010 MOA, Stipulation 1.A.7 of the 2015 MOA, and mitigation measure 1 of the Section 4(f) evaluation. Each of these items require construction of a retaining wall to avoid physical impacts associated with construction to the 2.8 acre historic property. The retaining wall has been determined, through final design of the project's culverts, to no longer be necessary for the proposed undertaking. The FAA understands that these terms will need to be readdressed in both the MOA's and 4(f) evaluation once the resell has been completed, as discussions with your office determined that the property sale could proceed based upon presence of a willing buyer.

We look forward to your review of the protective covenants for the Baker-St. John House. If you have any questions/comments, please feel free to contact me at 304-252-6216 ext. 130 or [Susan.Stafford@faa.gov](mailto:Susan.Stafford@faa.gov).

Sincerely,



Susan Stafford  
Environmental Protection Specialist

cc: Frank Sims, Chairman, VHAA (email with attachments)  
Mickey Hines, VJI Manager (email with attachments)  
Scott Denny, DOAV (email with attachments)  
John Robinson, P.E., FAA (email with attachments)  
Andrew Brooks, Environmental Program Manager, FAA (email with attachment)



# **ATTACHMENT 2**

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
EASTERN REGION

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***FINDING OF NO SIGNIFICANT IMPACT  
AND RECORD OF DECISION***

---

**Extend Runway 6 to 5,500 feet,  
Construct Partial Parallel Taxiway, Obstruction Removal,  
Security Fencing and Land Acquisition**

Virginia Highlands Airport  
Abingdon, Washington County, Virginia



**August 18, 2010**

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

**FINDING OF NO SIGNIFICANT IMPACT/  
RECORD OF DECISION**

**Extend Runway 6 to 5,500 feet, Construct Partial Parallel Taxiway,  
Obstruction Removal, Security Fencing and Land Acquisition**

**Virginia Highlands Airport  
Abingdon, Washington County, Virginia**

**I. Introduction:**

This document serves as a Finding of No Significant Impact (FONSI) and Record of Decision (ROD) for the Federal Aviation Administration's (FAA) proposed federal action of unconditional approval of the portion of the Airport Layout Plan (ALP) that depicts the Runway 6 extension, partial parallel taxiway construction, land acquisition, obstruction removal, relocation of airport and Commonwealth of Virginia owned navigational aids, T-hangar development and security fence installation for Virginia Highlands Airport (VJI). The airport is owned and operated by the Virginia Highlands Airport Authority (VHAA).

This FONSI/ROD is based on the Environmental Assessment prepared for the VHAA, dated August 2010. The EA was prepared in accordance with the requirements of NEPA as defined in FAA Orders 5050.4B, *National Environmental Policy Act Implementing Instructions for Airport Actions*, 1050.1E, *Environmental Impacts: Policies and Procedures* and *Environmental Desk Reference for Airport Actions*.

This FONSI/ROD will describe the purpose and need of the project, actions to be taken by the FAA, alternatives examined in the Final EA, environmental effects of the preferred alternative, committed mitigation and the FAA's decision. The nature and extent of the FAA's decision is clearly stated in this FONSI/ROD, which is a decision document.

**II. Purpose and Need of the Proposed Project:**

The existing facilities at VJI include one runway and associated taxiways, a passenger terminal, and general aviation and airport support facilities. Runway 6/24 is 75 feet wide and 4,471 feet long with an Airport Reference Code (ARC) of B-II (small) at VJI. The purpose of the proposed project is to provide airfield infrastructure to support the current and future critical aircraft design which meet FAA Airport Design Standards for future ARC B-II (large) and meet enhanced safety, enhanced operational utility/efficiency, and sustained/enhanced economic benefit. The proposed project will be designed in accordance with FAA AC 150/5300-13, *Airport Design*. This project is part of the National Plan of Integrated Airport Systems (NPIAS), which is planned to provide public airport facilities conforming to minimum design standards.

Obstruction removal includes the removal of existing trees within the protected airspace for Runway 6/24 and the elimination of obstructions to the Federal Aviation Regulation (FAR) Part 77, *Objects Affecting Navigable Airspace* surfaces. Property interest acquisition is necessary to gain control of property needed for construction of runway and taxiway pavements, the Runway Protection Zones (RPZ), Object Free Areas (OFA), approach slopes and to facilitate obstruction removal and the relocation of State Road 611.

The Federal actions requiring review pursuant to the NEPA are listed below in Section III of this FONSI/ROD. They include unconditional approval of the portion of the Airport Layout Plan (ALP) that depicts the proposed Runway 6 extension, partial parallel taxiway construction, land acquisition, obstruction removal, relocation of navigational aids, T-hangar development, and

security fence installation. The Proposed Project is depicted on Exhibit 2-3 of the EA and has been included in this FONSI/ROD.

The following is a description of the Proposed Project:

- Extend Runway 6 from 4,471 feet to 5,500 feet.
- Relocate Runway 24 threshold 470 feet to the west.
- Construct partial parallel taxiway 35 feet by 3,060 feet.
- Borrow site/ grading area.
- Acquire approximately 46 acres of fee-simple land and 23 acres of avigation easement.
- Remove obstructions for Runway 6 to the 20:1 approach surface, 21 acres.
- Relocate Navigational Aids (NAVAIDs) to include; Localizer, Automated Weather Observation System (AWOS), Omni-Directional Approach Lighting System (ODALS), Precision Approach Path Indicators (PAPIs), and Runway End Identifier Lighting (REILS).
- Construct 10-unit T-hangar and associated apron
- Install security fence.
- Relocate State Road 611.
- Stream modification.
- Demolish barn on airport property.
- Relocate cemetery.
- Construction of retaining wall and possible purchase of the National Register of Historic Places (NRHP) eligible St. John's property (2.8 acres) for mitigation purposes.

### III. Agency Action:

The FAA actions involved in the implementation of the Proposed Project include the following:

- 1) Unconditional approval of the portion of the Airport Layout Plan (ALP) that depicts the proposed runway extension and associated improvements submitted by the Virginia Highlands Airport Authority for the Virginia Highlands Airport pursuant to 49 U.S.C. §§ 40103(b) and 47107(a)(16). The ALP, depicting the proposed improvements, has been reviewed by the FAA to determine conformance with FAA design criteria and implications for Federal grant agreements (refer to 14 CFR Parts 77 and 157);
- 2) Determination under 49 U.S.C. §§40101(d)(1) and 47105(b)(3) whether the proposed project meets applicable design and engineering standards set forth in FAA Advisory Circulars;
- 3) Determination and actions, through the aeronautical study process, of the effects of the proposed projects upon the safe and efficient utilization of navigable airspace pursuant to 14 CFR Parts 77 and 157 and 49 U.S.C. §44718;
- 4) Determination under 49 U.S.C. § 44502(b) that the airport development is reasonably necessary for use in air commerce or in the interests of national defense;
- 5) Installation of the following visual aid equipment: Runway End Identifier Lighting (REIL) and runway and taxiway edge lighting. This equipment is necessary to enhance the safety of air navigation for aircraft operations at VJI; and
- 6) Eligibility for Federal funding under the Airport Improvement Program (AIP) under 49 U.S.C. §§ 47106 and 47107.

### IV. Alternatives Analysis

The alternatives analysis in Chapter 2 of the Final EA identifies the range of reasonable alternatives including the Proposed Project, as required by 40 CFR 1502.14. The EA considered but did not carry forward alternatives that involved an extension to Runway 24, instead of Runway 6, and the use of Tri-Cities Regional Airport.

The EA did not carry forward alternatives that included an extension to Runway 24, because any extension to Runway 24 was determined to be undesirable due to the terrain and impacts to the development beyond the runway end which includes the following:

- Relocation of State Route 11 (Lee Highway), Jerry Lane, and Skyking Lane – necessary to accommodate runway extension, parallel taxiway and associated safety areas;
- Placement of two Omni-directional Approach Lighting System lights within the Forest Memorial Garden;
- Terrain – Substantial fill and grading would be required to meet safety area regulations and to address obstructions to the 34:1 approach surface, thus impacting the church and memorial garden properties;
- Noise – Runway 24 extension would bring the runway end closer to the Town of Abingdon;
- Avigation Easement – required to clear FAA Part 77 obstructions; and
- Fee Simple Land Acquisition – 14 properties impacted
  - Three business relocations
  - Nine residential properties
  - Relocation of Emanuel Baptist Church (would fall within Runway 24 Runway Protection Zone (RPZ))
  - Fee simple acquisition of a portion of Forest Memorial Garden (would fall within Runway 24 RPZ)

The VHAA also spent several years obtaining easements on the Runway 24 end to support a 34:1 approach. To date, easements over 17 parcels have been acquired. Extension on the 24 end would require additional easements and acquisition of properties. Based upon the impacts detailed, it was determined that an extension on the Runway 24 end was not feasible.

The use of Tri-Cities Regional Airport was also discussed as an alternative to the proposed runway expansion and associated projects at VJI. However, as Tri-Cities Regional Airport is located approximately 45 minutes away from VJI, outside of the FAA's NPIAS 30 minute service area; it is not considered practical or desirable for airport users as defined by NPIAS.

Due to the impracticality of extending the Runway 24 end and the inability of Tri-Cities Regional Airport to accommodate the project's purpose and need it was found that there is no prudent and feasible alternative for this project that does not involve the extension of Runway 6.

The Final EA also considered the following three alternatives;

Alternative 1: No Action; no build Alternative

Alternative 2: Develop the airport as a B-II (large) with an extension of Runway 6 and associated development, the approach to Runway 6 would be changed from the existing 20:1 visual to a 34:1 non-precision approach;

Alternative 3 (Proposed Project): Develop the airport as a B-II (large) with an extension of Runway 6 and associated development, the approach to Runway 6 end would remain a 20:1 visual approach.

These three alternatives were retained for further analysis, pursuant to FAA Order 1050.1E and 40 CFR 1502.14(d).

## **V. Environmental Impacts and Possible Adverse Effects:**

The Final EA received from the VHAA included analysis and review of the Proposed Project (Alternative 3) and Alternative 2. The EA has satisfied FAA guidelines identified in FAA Orders 5050.4B and 1050.1E for the preparation of an EA.

The Final EA addresses the effect of the proposed project on the quality of the human and natural environment, and is made a part of this FONSI/ROD. The following impact analysis highlights the more through analysis presented in the Final EA prepared in August 2010.

**1. AIR QUALITY.** VJI is located in Washington County, Virginia which has been designated as an attainment area for all pollutants; therefore, general conformity requirements do not apply. In order to show the impact of the Proposed Project and Alternative 2 on air quality, an emissions inventory was completed. The projected emissions from the Proposed Project were analyzed and found to be below *de minimis* levels specified in 40 CFR Part 91.153 pursuant to Section 176(c) of the Clean Air Act Amendments of 1990. These emissions are summarized in Table 4-2 of the Final EA and are clearly below the *de minimis* levels specified in the federal regulation and are not regionally significant. Consequently, the proposed project will not have a significant adverse impact on air quality.

The No Action Alternative would have no impacts since no construction would take place.

**2. COASTAL RESOURCES.** VJI is not located within the coastal zone.

**3. COMPATIBLE LAND USE.** The Proposed Project would require approximately 46 acres of fee-simple land acquisition and 23 acres of avigation easement to protect the Runway Protection Zone (RPZ) protect the safety areas and allow for obstruction removal. The fee-simple acquisition would include the partial fee-simple acquisition of three residential properties off of the Runway 6 end and one commercial property off of the Runway 24 end. In addition, for mitigation purposes, as discussed below, one additional residential property, the NRHP eligible St. John House (consisting of 2.8 acres), may be purchased if the landowner voluntarily agrees to sell.

Alternative 2 would require approximately 53 acres of fee-simple land acquisition and 58 acres of avigation easement. The fee-simple acquisition would include the complete acquisition of six residential properties off of the Runway 6 end, the partial acquisition of three residential properties off of the Runway 6 end, and the acquisition of one commercial property off of the Runway 24 end. In addition, similar to the Proposed Project, the (NRHP) eligible St. John House (consisting of 2.8 acres), may be purchased if the landowner voluntarily agrees to sell. The proposed avigation easements on residential properties off the Runway 6 end would provide the VHAA with sufficient property interest to prevent incompatible land uses within the RPZs and allow for obstruction removal for FAR Part 77.

All acquisitions are anticipated to be accomplished through voluntary agreement in accordance with FAA regulations and the Uniform Relocation and Real Property Acquisitions Policies Act of 1970. Partial acquisition refers to the fee simple acquisition of a portion of the total property; complete acquisition refers to the acquisition of the entire parcel. While not anticipated, in instances of partial property acquisition, if the properties not purchased are determined to be an uneconomic remnant; fee-simple acquisition of the total property may be required.

The proposed land and avigation easement acquisition would not constitute a significant adverse effect under 49 USC 47106 (C)(1)(B) therefore, no significant impact to compatible land use is expected as a result of the proposed project.

The No Action Alternative would not alter the current conditions at the airport.

**4. CONSTRUCTION IMPACTS.** Construction operations for the Proposed Project and Alternative 2 will cause specific impacts resulting solely from and limited exclusively to the construction period. The Proposed Project and Alternative 2 would result in short-term and temporary impacts to air quality, increases in noise levels during periods of active construction and water quality impacts from erosion of exposed land surfaces. These impacts are described in more detail in Section 4 of the EA. All construction projects will comply with guidelines set forth in FAA AC 150/5370-10B. Best Management Practices for construction activities will be implemented.

The No Action Alternative would have no impacts since no construction would take place.

**5. DEPARTMENT OF TRANSPORTATION ACT, SECTION 4(f).** The 4(f) property (St. John House) is a private residence eligible for the NRHP as described by the Virginia Department of Historic Resources (VDHR) the Virginia State Historic Preservation Officer, and is further described in Section 10 (Historic, Architectural, Archaeological, and Cultural Resources) below. The Section 4(f) Statement and Memorandum of Agreement (MOA), between VHAA, FAA, and VDHR describing the proposed treatment of the St. John House are attached to this FONSI/ROD. As discussed in the 4(f) statement and in the Alternatives discussion above there were no prudent and feasible alternatives that exist for this project besides the extension of Runway 6. Further, as the extension of Runway 6 necessitates impacts to the St. John Property there are no prudent and feasible alternatives that avoid impacting the St. John property. However, through the MOA, a mitigation plan has been developed that will mitigate the projects effects on the St. John property to the greatest extent possible.

The proposed 4(f) mitigation action includes the airport offering a negotiated purchase of the property (with no threat of condemnation). If the owner and VHAA reach an agreement on the purchase, the purchase of the property would constitute a physical use of the property under 4(f). If the purchase occurred the property would be listed with the National Register of Historic Places, and re-sold with an easement to protect the property. If VHAA and the current owner do not reach an agreement on the purchase, the owner will retain ownership. Regardless of whether or not the owners of the St. John's house voluntarily agree to sell the property, for mitigation purposes, a retaining wall will be constructed on existing airport property, south of the St. John House. The construction of the retaining wall would not result in direct physical impacts to the historic property; however, the setting of the historic property would be impacted. It was determined that construction of the wall would result in the fewest impacts to the site. No grading or construction would take place on the property and visual impacts would be mitigated by landscaping the area between the wall and St. John property to block the southern view to the extent possible. If the purchase of the property does not occur, these visual impacts associated with the construction of the retaining wall would result in a constructive use of the St. John's property under 4(f). Regardless, of whether the owners of the St. John House voluntarily agree to sell the property the proposed project will not result in a significant adverse impact to properties protected by Section 4(f) of the Department of Transportation (DOT) Act.

On April 21, 2010, in accordance with Section 4(f) of the Department of Transportation (DOT) Act and 49 U.S.C. 303, policy on lands, wildlife and waterfowl refuges, and historic sites, the FAA developed a Section 4(f) Statement describing the MOA for the Treatment of St. John House and submitted to the Department of Interior (DOI) for review and comment. On June 14, 2010 the FAA received concurrence from the DOI on no available prudent and feasible alternatives and with the described measures to minimize harm to the St. John House as outlined within the MOA.

Under the No Action Alternative, the land would be maintained in the current state and would not constitute a physical or constructive use of any properties protected by DOT Act, Section 4(f).

**6. FARMLAND.** The FAA completed Form AD-1006, *Farmland Conversion Impact Rating*, and coordinated it with the Natural Resources Conservation Service in December 2006 to determine impacts to prime and unique farmlands. Under the Proposed Project and Alternative 2 it was determined that approximately 49 acres were considered prime and unique farmland would be impacted. According to the Farmland Protection Policy Act, a total score below 160 requires no further analysis. The total score on Form AD-1006 for VJI was 149; therefore, the Proposed Project and Alternative 2 would result in no significant impacts to farmlands, see Appendix F in the Final EA.

Under the No Action Alternative, the land would be maintained in the current state and would not be farmed or developed.

**7. FISH, WILDLIFE AND PLANTS.** A Biological Assessment was completed in June 2006; see Appendix E in the Final EA, which included a wetland survey, flora and fauna assessment and threatened and endangered species survey for VJI. No endangered or threatened species or

critical habitats were observed. The Proposed Project and Alternative 2 will not impact fish, wildlife or plants.

The No Action Alternative would have no impacts since no construction would take place.

**8. FLOODPLAINS.** The Proposed Project and Alternative 2 are not located in a designated 100-year floodplain. The Proposed Project, Alternative 2 and the No Action Alternative would result in no impacts to floodplains.

**9. HAZARDOUS MATERIALS, POLLUTION PREVENTION AND SOLID WASTE.** The Proposed Project and Alternative 2 will take place on entirely on airport property. A due diligence hazardous waste evaluation was completed for properties proposed for acquisition and there was no evidence of hazardous waste connected with these properties. The Proposed Project and Alternative 2 will result in no impacts to hazardous materials.

Under the No Action Alternative, ground disturbing activities would not occur and no impacts to hazardous materials.

**10. HISTORIC, ARCHITECTURAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES.** The Proposed Project and Alternative 2 will impact both the St. John Cemetery and St. John House, the latter being eligible for listing on the NRHP. The house was built in 1860 and embodies the distinctive Greek Revival style of the mid-nineteenth-century. The integrity of the exterior is able to convey the architectural context of this period and style of architecture and maintains the integrity necessary to be recommended as potentially eligible for listing in the NRHP under Criterion C. The Area of Potential Effect is defined as the current tax parcel which is approximately 2.8 acres.

The VDHR, in a letter dated September 18, 2006, concurred with the FAA's determination that the St. John Cemetery was not eligible for inclusion within the National Register of Historic Places and recommended that the site be avoided, however if not possible all requisite permits for the relocation of human remains and internments be obtained. Additionally, the VDHR concurred with FAA's determination of adverse effects to the St. John House on September 12, 2008. Pursuant to 36 Code of Federal Regulations Part 800.6, a Memorandum of Agreement (MOA) was prepared. The MOA was executed by VHAA, VDHR, and the FAA on April 13, 2010. On April 26, 2010 the Advisory Council on Historic Preservation (ACHP) confirmed receipt and filing of the MOA, and acknowledged completion of the requirements of Section 106 upon execution of the MOA terms. The MOA describes the steps required for the treatment of the St. John House to mitigate impacts from the proposed projects at VJI; to include the construction of a retaining wall and VHAA offering a negotiated purchase of the property. No significant adverse impact is expected to occur.

The No Action Alternative would result in no impacts to cultural resources since no construction would take place.

**11. LIGHT EMISSIONS AND VISUAL IMPACTS.** The proposed lighting improvements for the airport under the Proposed Project and Alternative 2 require the relocation of the existing localizer for Runway 6/24 in association with the runway extension, as well as the following visual aids; Runway End Identifier Lights (REILs), Omni Directional Approach Path Indicators (ODALS) and Precision Approach Path Indicators (PAPIs). The existing airport is a fully lighted airfield providing 24-hour-a-day services. Both alternatives will require the removal of trees, however, development at the airport would compliment the county's proposed use of adjacent properties. No significant impacts are expected as a result of the Proposed Project or Alternative 2.

The No Action Alternative would not result in an impact to light emissions since the runway would remain the same.

**12. NATURAL RESOURCES AND ENERGY SUPPLY.** The Proposed Project and Alternative 2 will result in a slight increase in electric demand to serve the runway extension and partial parallel



taxiway. No significant impacts to energy supply and natural resources are expected from the Proposed Project and Alternative 2.

The No Action Alternative would result in no impacts to energy supply and natural resources since no construction would take place.

**13. NOISE.** The existing (2007) and future (2012) 65 DNL noise contours remain on airport property for the Proposed Project and Alternative 2. No residences or other noise-sensitive institutions are contained within the 65 DNL noise contour. Therefore, the Proposed Project and Alternative 2 will not increase noise over any noise-sensitive land uses within the 65 DNL noise contour.

The No Action Alternative future (2007) 65 DNL noise contour would remain on airport property.

**14. SECONDARY (INDUCED) IMPACTS.** Under the Proposed Project and Alternative 2 property interest acquisition would occur, however, there will be no shifts in patterns of population movement. Therefore, there would be no significant impacts from the Proposed Project and Alternative 2.

The No Action Alternative would result in no secondary impacts since no construction would take place.

**15. SOCIOECONOMIC IMPACTS, ENVIRONMENTAL JUSTICE AND CHILDREN'S ENVIRONMENTAL HEALTH AND SAFETY RISKS.** Construction of Alternative 2 would require the complete acquisition of six residential properties off of the Runway 6 end, the acquisition of portions of the total of three residential properties off of the Runway 6 end, and the acquisition of one commercial property off of the Runway 24 end. In addition, under Alternative 2 the St. John House may be purchased in fee simple. Approximately 58 acres of avigation easement would be required for Alternative 2 to prevent incompatible land uses within the RPZs and allow for obstruction removal.

Construction of the Proposed Project will include the fee-simple acquisition of three residential properties off of the Runway 6 end, one commercial property off of the Runway 24 end, and possibly the St. John House. Approximately 23 acres of avigation easement would be required for the Proposed Project.

The Proposed Project and Alternative 2 would also include the relocation of State Road 611 to accommodate the runway extension and associated partial parallel taxiway, RPZ, OFAs and RSA. State Road 611 would be realigned approximately 1,800 feet to the west of the existing right-of-way and reconnect to an existing portion of Westinghouse Road.

Under the Proposed Project and Alternative 2, none of the properties to be acquired would impact minority or low-income populations and no businesses would be relocated. All acquisitions are anticipated to be accomplished through voluntary agreement in accordance with FAA regulations and the Uniform Relocation and Real Property Acquisitions Policies Act. While not anticipated, in instances of partial property acquisition, if the properties not purchased are determined to be an uneconomic remnant; fee-simple acquisition of the total property may be required.

Based on the information listed above, there would be no significant impacts from the Proposed Project and Alternative 2. The No Action Alternative would result in no socioeconomic impacts since no construction would take place.

**16. WATER QUALITY.** The Proposed Project and Alternative 2 would impact Spring Creek. The runway extension along with the associated partial parallel taxiway would extend into the path of the creek and the stream would be redirected through a culvert under the proposed runway extension. A Virginia Water Protection Permit was issued by the Virginia Department of Environmental Quality (VDEQ) on June 11, 2009. Temporary construction impacts would be addressed through the preparation and implementation of the Erosion and Sedimentation Control Plan. All construction plans would be required to comply with FAA AC 150/5370-10B.

Based on the information listed above, there would be no significant impacts to water quality from the Proposed Project and Alternative 2. The No Action Alternative would not result in a significant environmental impact to water quality.

**17. WETLANDS.** A field review indicated that there were approximately 0.15 acres of jurisdictional wetlands located on airport property adjacent to Spring Creek. The Proposed Project and Alternative 2 would impact 0.15 acres of wetlands. No “non-jurisdictional” wetlands were identified on the project site.

After coordination with the Virginia Marine Resource Commission, U.S. Army Corps of Engineers, and the VDEQ mitigation requirements have been determined. Mitigation will include payment into the Virginia Aquatic Resources Trust Fund for the impact to 0.15 acres of wetlands.

The No Action Alternative would result in no wetland impacts since no construction would take place.

**18. WILD AND SCENIC RIVERS.** There are no designated Wild and Scenic Rivers in the Commonwealth of Virginia. The Proposed Project, Alternative 2 and the No Action Alternative would not have an impact on any Wild and Scenic Rivers.

**19. CUMULATIVE IMPACTS.** In accordance with the CEQ guidelines, the Final EA was prepared to consider both direct and cumulative impacts for the Proposed Project and the consequences of subsequent related actions (40 CFR § 1508.7). The Final EA evaluated past, present and reasonably foreseeable on and off airport projects to assess their potential for significant environmental impacts.

In addition to the Proposed Project, the Final EA considered impacts projects such as the west side development which included the construction of connector Taxiway “C”, two taxiways, west side access road, drainage systems and stormwater detention basin. In addition, there is an ongoing obstruction removal project that began in 2001 on the Runway 24 end. This project includes acquiring aviation easements to approximately 40 parcels to remove obstructions penetrating the approach surfaces.

Off-airport projects include an 80-acre retail development south of I-81, improvement of the sewage treatment plant, residential development north of Abingdon town limits, county administration development and several road construction projects proposed for the area near the airport as well as a new exit off of I-81.

Based on the potential level of impact the Proposed Project and Alternative 2 would not result in significant cumulative impacts.

**Alternatives analysis conclusion:**

Based on the information disclosed in the Final EA, the FAA has determined that the Proposed Project (Alternative 3) meets the purpose and need of the project and is environmentally preferable to Alternative 2.

The Proposed Project and Alternative 2 will have the same impacts except in the categories of property interest acquisition and obstruction removal. The Proposed Project will require fewer acres of aviation easement and less obstruction removal. The Proposed Project would require the removal of approximately 21 acres of trees to eliminate obstructions and Alternative 2 would require the removal of approximately 26 acres of trees and seven residential buildings.

The Proposed Project would require approximately 46 acres of fee-simple land acquisition (not including the potential acquisition of the St. John House) and 23 acres of aviation easement to protect the RPZ, protect the safety areas, and allow for obstruction removal. The fee-simple acquisition would include one residential property, the St. John House which is eligible for listing on the National Register for Historic Places as well as the partial fee-simple acquisition of three

residential properties off of the Runway 6 end and one commercial property off of the Runway 24 end. All acquisitions would be accomplished in accordance with the Uniform Relocation Assistance Real Property Acquisition Policies Act of 1970. The Proposed Project would require the removal of approximately 21 acres of trees to eliminate obstructions to the proposed 20:1 approach surface for the extension of Runway 6.

Alternative 2 would require approximately 53 acres of fee-simple land acquisition (not including the potential acquisition of the St. John House) and 58 acres of avigation easement. The fee-simple acquisition would include the complete acquisition of seven residential properties off of the Runway 6 end, (if the St. John House is included) as well as the partial acquisition of three residential properties off of the Runway 6 end and one commercial property off of the Runway 24 end. The proposed avigation easements on residential properties off the Runway 6 end would provide the VHAA with sufficient property interest to prevent incompatible land uses within the RPZs and allow for obstruction removal for FAR Part 77. Alternative 2 would require the removal of approximately 26 acres of trees and seven residential buildings which penetrate the FAR Part 77 approach surface for the proposed 34:1 non-precision, approach slope to Runway 6.

Therefore, the FAA, in this FONSI/ROD, has determined that the Alternative 3 is the FAA's preferred alternative. This alternative would meet FAA airport design standards at Virginia Highlands Airport and accommodate current activity levels. In arriving at this decision, the FAA considered all pertinent factors including the environmental impacts of various alternatives, as well as the FAA statutory charter in the Federal Aviation Act of 1958, as amended, to assure safe and efficient use of navigable airspace (49 U.S.C. § 40103).

## VI. MITIGATION

**REQUIRED MITIGATION MEASURES:** In accordance with 40 CFR § 1505.3, the FAA will take appropriate steps, through Federal funding grant assurances and conditions, Airport Layout Plan approvals, and contract plans and specifications, to ensure that the mitigation action is implemented during project development, and will monitor the implementation of these mitigation actions as necessary to assure that representations made in the Final EA with respect to mitigation are carried out. The approvals contained in this FONSI/ROD are specifically conditioned upon full implementation of these mitigation measures.

**Fee Simple Acquisition of Residences.** The land acquisition will be undertaken in accordance with the FAA regulations and the Uniform Relocation and Real Property Acquisitions Policies Act of 1970, as amended (42 U.S.C. 4601, et seq.).

**Water Quality and Jurisdictional Wetlands.** Mitigation will include payment into the Virginia Aquatic Resources Trust Fund for the impact to 0.15 acres of wetlands.

**Cultural and Department of Transportation Section 4(f) Resources.** The Proposed Project will have an adverse impact to the St. John House. VHAA shall ensure stipulations set forth in the executed Memorandum of Agreement with the State Historic Preservation Office and FAA are met as required. See attached MOA and DOT 4(f) Statement. Additionally, a relocation permit must be obtained from the Washington County Circuit Court prior to the relocation of internments contained within the St. John Cemetery.

**Preparation of Erosion and Sediment Control Plan.** VHAA will prepare an Erosion and Sedimentation Control Plan to meet Virginia's Erosion and Sediment Control Law (Virginia Code 10.1-567) and regulations (4 VAC 50-30-30 *et seq.*) and Stormwater Management Law (Virginia Code 10.1-603.5) and regulations (4 VAC 50-60 *et seq.*) as locally administered. Local erosion and sediment control, and stormwater management requirements should be coordinated with Washington County.

**FAA Advisory Circulars.** Construction contract specifications will contain the provisions of FAA ACs 150/5370-10E, *Standards for Specifying Construction of Airports* and 150/5320-5C, *Airport Drainage*.

**Permits.** No construction of the proposed project will commence until all required permits and certifications are obtained.

**Reporting.** VHAA will provide FAA with an annual progress report regarding the status of the mitigation measures listed in this Section until construction has been completed.

**FONSI/ROD.** If major steps towards the implementation of the proposed project have not commenced within three years from the date of approval of this FONSI/ROD, a written reevaluation of the adequacy, accuracy and validity of the supporting documents shall be required.

## VII. AGENCY FINDINGS

In accordance with the guidelines described in paragraph 1203 of FAA Order 5050.4B, the FAA has made the following findings and determinations, as necessary, for the Proposed Project based upon appropriate evidence set forth in the administrative record required by the Airport and Airway Improvement Act of 1982, as amended.

**a) The proposed action is reasonably consistent with existing plans of public agencies for development of the area (49 U.S.C. § 47106(a)(1)).** Virginia Highlands Airport is situated entirely on land owned and controlled by the Virginia Highlands Airport Commission. The Proposed Project is located entirely on airport property. The land surrounding the airport to the north is zoned general agricultural, areas between Route 11 and I-81 are designated for general business uses and areas south of I-81 are zoned residential. No residences or other noise-sensitive institutions are contained within the 65 DNL noise contour. The Proposed Project is consistent with the plans, goals and policies for the area.

**b) The Secretary is satisfied the interests of communities in or near the project location have been given fair consideration (49 U.S.C. § 47106(b)(2)).** Throughout the EA preparation process, government officials, agencies, organizations, and residents of nearby communities have been consulted, or have participated in activities that have contributed to the preparation of the Final EA. Appendix H of the Final EA contains correspondence from the various agencies that were consulted and the public participation comments.

The Draft EA was made available to the public from February 3, 2009 to March 13, 2009 and a public hearing was held on March 4, 2009. Three public meetings were held on November 9, 2005, February 23, 2006 and August 29, 2006. Three comments were received (See Appendix H of the Final EA) from the public. Again the Draft EA was made available to the public from June 30, 2010 to July 30, 2010. No comments were received.

**c) To the extent reasonable, the airport sponsor has taken or will take actions to restrict land uses in the airport vicinity, including the adoption of zoning laws, to ensure that uses are compatible with airport operations (49 U.S.C. § 47107(a)(10)).** The Virginia Highlands Airport is compatible with the surrounding land uses and the general agricultural and general business uses.

**d) A certification from the airport sponsor that it has provided an opportunity for a public hearing. The hearing is offered to consider economic, social and environmental effect of the location and the location's consistency with the objectives of any planning that the community (i.e., jurisdictional authority) has carried out (49 U.S.C. § 47106(c)(1)(A)(i)).** The public comment period was held from February 3, 2009 to March 13, 2009. Three written public comments were received. The Department of Environmental Quality, Virginia Department of Aviation and FAA held a public hearing on March 4, 2009. One oral and two written comments were received during the public hearing. Again the Draft EA was made available to the public from June 30, 2010 to July 30, 2010. No comments were received.

- e) **There is no practicable alternative to FAA's preferred alternative, and the preferred alternative includes all practicable measures to minimize resultant unavoidable harm to wetlands.** As described in the Final EA, the Proposed Project, Alternative 2 and the No Action Alternative were studied extensively to determine the potential assessed impacts and appropriate mitigation measures. FAA provided input, advice, and expertise throughout the planning and technical analysis, along with an administrative and legal review of the project. The FAA has determined that the preferred alternative includes all practicable measures to minimize harm to wetlands as described in Executive Order No. 11990, Protection of Wetlands.
- f) **The FAA has given this proposal the independent and objective evaluation required by the Council on Environmental Quality (40 CFR 1506.5).** As described in the Final EA, the Proposed Project, Alternative 2 and the No Action Alternative were studied extensively to determine the potential assessed impacts and appropriate mitigation measures. FAA provided input, advice, and expertise throughout the planning and technical analysis, along with an administrative and legal review of the project.
- g) **The air emissions resulting from the Proposed Project have been determined by the FAA to be "de minimis" and are therefore presumed to conform with the State Implementation Plan for air quality pursuant to Section 176 (c)(1)(a) and (b) of the Federal Clean Air Act as amended in 1990.** VJI is located in Washington County which has been designated as an attainment area for all pollutants. In order to show the minimal impact of the Proposed Project and Alternative 2 on air quality, an emissions inventory was completed. The projected emissions from the Proposed Project were analyzed and found to be below *de minimis* levels specified in 40 CFR Part 91.153 pursuant to Section 176(c) of the Clean Air Act Amendments of 1990. These emissions are summarized in Table 4-2 of the Final EA and are clearly below the *de minimis* levels specified in the federal regulation and are not regionally significant. The general conformity requirements do not apply.
- h) **Determination that the airport development is reasonably necessary for use in air commerce or in the interests of national defense pursuant to (49 U.S.C. § 44502(b)).** The FAA has determined that the Proposed Project described in the Final EA would improve the safety and efficiency of the airport. FAA has determined the proposed runway extension and partial parallel taxiway can be operated safely. The Airport Layout Plan was evaluated under airspace case number 2004-AEA-423-NRA.

## VIII. Decision and Order

The FAA has identified Alternative 3 as the FAA's preferred alternative. FAA must now select one of the following choices:

- Approve agency actions necessary to implement the Proposed Project, or
- Disapprove agency actions to implement the Proposed Project.

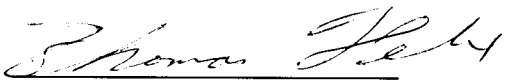
Approval would signify that applicable federal requirements relating to airport development and planning have been met and would permit the Virginia Highlands Airport Authority to proceed with the proposed development and possibly receive federal funding. In addition, Virginia Highlands Airport Authority is required to comply with FAA grant assurances upon acceptance of a grant offer. Not approving these agency actions would prevent Virginia Highlands Airport Authority from proceeding with implementation of the Proposed Project.

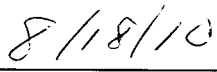
**Decision:** I have carefully considered the FAA's goals and objectives in relation to the various aeronautical aspects of the Proposed Project at Virginia Highlands Airport as discussed in the Final EA. The review included: the purpose and need that this project would serve; the alternative means of achieving the purpose and need; the environmental impacts of these alternatives; and the mitigation necessary to preserve and enhance the human environment.

Under the authority delegated to me by the Administrator of the Federal Aviation Administration of the Federal Aviation Administration, I find that the project is reasonably supported. I therefore direct that action be taken to carry out the following agency actions discussed more fully in Section III of this FONSI/ROD, including:

- 1) Unconditional approval of the portion of the Airport Layout Plan (ALP) that depicts the proposed runway extension and associated improvements submitted by the Virginia Highlands Airport Authority for the Virginia Highlands Airport pursuant to 49 U.S.C. §§ 40103(b) and 47107(a)(16). The ALP, depicting the proposed improvements, has been reviewed by the FAA to determine conformance with FAA design criteria and implications for Federal grant agreements (refer to 14 CFR Parts 77 and 157);
- 2) Determination under 49 U.S.C. §§40101(d)(1) and 47105(b)(3) whether the proposed project meets applicable design and engineering standards set forth in FAA Advisory Circulars;
- 3) Determination and actions, through the aeronautical study process, of the effects of the proposed projects upon the safe and efficient utilization of navigable airspace pursuant to 14 CFR Parts 77 and 157 and 49 U.S.C. §44718;
- 4) Determination under 49 U.S.C. § 44502(b) that the airport development is reasonably necessary for use in air commerce or in the interests of national defense;
- 5) Installation of the following visual aid equipment: Runway End Identifier Lighting (REIL) and runway and taxiway edge lighting. This equipment is necessary to enhance the safety of air navigation for aircraft operations at VJI; and
- 6) Eligibility for Federal funding under the Airport Improvement Program (AIP) under 49 U.S.C. §§ 47106 and 47107.

I have carefully and thoroughly considered the facts contained in the attached EA. Based on that information, I find the proposed Federal action is consistent with existing national environmental policies and objectives of Section 101(a) of the National Environmental Policy Act of 1969 (NEPA) and other applicable environmental requirements. I also find the proposed Federal action, with the required mitigation referenced above, will not significantly affect the quality of the human environment or include any condition requiring any consultation pursuant to Section 102 (2)(C) of NEPA. As a result, FAA will not prepare an Environmental Impact Study (EIS) for this action.

  
 for William J. Flanagan  
 Eastern Region Airports, Division Manager

  
 Date

### Right of Appeal

*This decision, including any subsequent actions approving a grant of Federal funds to Virginia Highlands Airport Authority in Abingdon, Virginia, is taken pursuant to 49 U.S.C. § 47101 et seq., and constitutes an order of the Administrator which is subject to review by the U.S. Circuit Courts of Appeals for the District of Columbia, or U.S. Circuit Courts of Appeal for the circuit in which the person contesting the decision lives or has a principal place of business in accordance with the provisions of 49 U.S.C. Section 46110.*

## **Attachments**

### **Memorandum of Agreement & Section 4(f) Statement**



U.S. Department  
of Transportation

Federal Aviation  
Administration

WASHINGTON AIRPORTS DISTRICT OFFICE  
23723 Air Freight Lane, Suite 210  
Dulles, Virginia 20166  
Telephone: 703/661-1354  
Fax: 703/661-1370

April 21, 2010

Mr. Willie R. Taylor  
Director, Office of Environmental Policy and Compliance  
U.S. Department of Interior  
Main Building, MS 2342  
1849 C Street, S.W.  
Washington, DC 20240

Re: Submittal of Section 4(f) Statement for DOI Review – Virginia Highlands Airport Environmental Assessment

Dear Mr. Taylor:

The Washington Airports District Office of the Federal Aviation Administration (FAA), in cooperation with the Virginia Highlands Airport Authority, and their consultant, has prepared a Section 4(f) Evaluation for the proposed extension of Runway 6 and other airport development actions at Virginia Highlands Airport located in Abingdon, Virginia. In accordance with Section 4(f) of the Department of Transportation (DOT) Act and 49 U.S.C. 303, policy on lands, wildlife and waterfowl refuges, and historic sites, the FAA has enclosed, for Department of Interior review and comment, copies of the Section 4(f) Statement.

Enclosed you will find 12 hardcopies of the Section 4(f) Evaluation, including a copy of the Memorandum of Agreement (MOA) for the Treatment of Architectural Site VDHR #095-5264 (St. John House) at the Airport as signed by the FAA, Virginia Highlands Airport Authority, and the Virginia Department of Historic Resources within the Section 106 process. The Draft EA and supporting documents and Appendixes can be provided upon request.

FAA requests your review of the Section 4(f) Evaluation transmitted by this letter. The FAA would appreciate any comments within 45 days of the receipt of this letter. If you have any questions, please contact the undersigned at (703) 661-1365 or at [chris.osburn@faa.gov](mailto:chris.osburn@faa.gov).

Sincerely,

Christopher Osburn  
Environmental Specialist  
FAA – Washington Airports District Office

Enclosures – 12 Copies of Virginia Highlands Airport 4(f) Statement

cc: Mr. Mickey Hines, Airport Manager (via email)  
Ms. Colleen Angstadt, Delta Airport Consultants, Inc. (via email)





# United States Department of the Interior

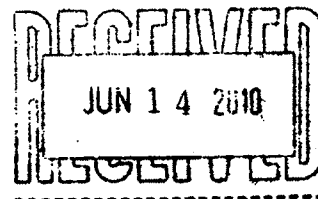
OFFICE OF THE SECRETARY  
Washington, DC 20240



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PEP/NRM

ER 10/372



Mr. Christopher Osburn  
Environmental Specialist  
Washington Airports District Office  
Federal Aviation Administration  
23723 Air Freight Lane, Suite 210  
Dulles, Virginia 20166

Dear Mr. Osburn:

This is in response to a request for the Department of the Interior's review and comment on the Draft Section 4(f) Evaluation for **Extension of Runway 6 and other developments located at the Virginia Highlands Airport in Abington, Virginia**. We offer the following comments on this project for your consideration.

#### Section 4(f) Comments

The Department concurs that there is no prudent and feasible alternative to the above listed project, which consists of providing airfield infrastructure at Virginia Highlands Airport, that safely and effectively accommodates current and projected demands for aviation activity in Washington County. The measures to minimize harm to historic resources eligible for the National Register of Historic Places must, however, be explicitly consistent with the Memorandum of Agreement (MOA) developed in consultation with the Virginia State Historic Preservation Officer and concurred with by the Advisory Council on Historic Preservation. We recommend that a signed copy of the MOA be included in the final documentation of compliance for the project to reflect procedures for protecting cultural resources.

We appreciate the opportunity to provide these comments.

Sincerely,

Willie R. Taylor  
Director, Office of Environmental  
Policy and Compliance

**VIRGINIA HIGHLANDS AIRPORT  
ENVIRONMENTAL ASSESSMENT  
SECTION 4(F) STATEMENT**

**PROJECT DESCRIPTION**

The purpose of the proposed action is to provide airfield infrastructure at Virginia Highlands Airport (VJI) that safely and effectively accommodates the current and projected demand for aviation activity in the Washington County Area. VJI is owned and operated by the Virginia Highlands Airport Authority (VHAA). VJI consists of one runway (6/24) which is 4,471 feet in length. Due to the current runway length the airport is currently categorized by the Federal Aviation Administration (FAA) guidance as an Airport Reference Code (ARC) B-II Small Airport. However, the existing and future aviation demand at the airport requires it to be converted to an ARC B-II Large Airport. In order to meet this need through this project VHAA proposes to extend the runway to 5,500 feet long by 75 feet wide; construct a parallel taxiway 3,060 feet long by 35 feet wide to serve the extension; construct borrow sites/grading areas; acquire approximately 52 acres of land in fee-simple and approximately 12.5 acres of aviation easements; remove obstructions to the Part 77 surfaces; relocate visual aids, navigational aids (NAVAIDS), and Automated Weather Observing System (AWOS); construct a 10-unit T-hangar and associated apron; install security fencing; relocate State Road 611 (approximately 3,800 feet); demolish a barn and relocate a cemetery. The runway extension would consist of an extension to the Runway 6 end.

**OWNER**

The Section 4(f) property has been identified as the St. John House. The current owners are Rufus T. and Joanne Hairston (the Hairston's). There are no existing easements, leases, or restrictions on the property.

**SIZE**

The approximate 2.8 acre property is entirely surrounded by airport property and is located on Route 611 (Providence Road), north of the Runway 6 end. The entire property is eligible for the National Register of Historic Places (NRHP) based upon Virginia Department of Historic Resources' (VDHR) determination on May 29, 2008 and FAA's concurrence dated September 12, 2008. Related correspondence may be found in **Appendix C** of the Environmental Assessment (EA).

**VISUAL INFORMATION**

A detailed map of the property may be found in the EA, **Exhibit 4-3**.

**USES**

The 4(f) property is a private residence eligible for the NRHP as described by the VDHR. The St. John House was built circa 1860 and embodies the distinctive Greek Revival style of the mid-nineteenth century. The interior of the house maintains the original form and materials from the time of its construction. Contributing interior factors to the integrity of the home include, but are not limited to, the hand hewn timbers in the framing, the hand hewn stair railing, the intact wall surfaces and floors, the intact moldings, the examples of finely crafted built-in cabinets, the original mantels that are still intact, and the examples of Greek Revival door and window surrounds. In addition to the significance of the interior is the integrity of the exterior, which has been diminished due to a rear addition, but still able to convey the architectural context of this period. The house was determined eligible for the NRHP under Criterion C for architecture.

The Phase II Architectural Report and related correspondence for the St. John House may be found in **Appendix C** of the EA.

The proposed action includes the airport offering a negotiated purchase of the property (with no threat of condemnation). If the Hairstons and VHAA reach an agreement on the purchase, the purchase of the property would constitute a physical use of the property under 4(F). If the purchase occurred the property would be listed with the National Register of Historic Places, and re-sold with an easement to protect the property. If VHAA and the Hairstons do not reach an agreement on the purchase, the Hairstons will retain ownership. In addition to the voluntary purchase, the project will construct a retaining wall on existing airport property, south of the St. John House. These actions would result in no direct physical impacts to the historic property. It was determined that construction of the wall would result in the fewest impacts to the site. No grading or construction would take place on the property and visual impacts would be mitigated by landscaping the area between the wall and St. John property to block the southern view to the extent possible. If the purchase of the property does not occur, these visual impacts associated with the construction of the retaining wall would result in a constructive use of the St. John's property under 4(f).

#### **ACCESS**

The St. John House property is located on Route 611 (Providence Road) and as a result of the proposed extension of Runway 6, it would be necessary to relocate Route 611 away from the St. John property. However, the portion of the existing Route 611 currently providing vehicular access to the St. John House property would remain open. See **Exhibit 4-3** in the EA for an illustration of the proposed road relocation.

#### **ASSOCIATED AREAS**

The affected resource is not anticipated to have an impact on any other similarly used lands in the area.

#### **PRUDENT AND FEASIBLE ALTERNATIVES**

The EA fully evaluated two build alternatives to extend Runway 6, as well as a No Action alternative. Each of these build alternatives meet the purpose and need of the project and each create equivalent impacts to the St. John's property due to the extension of Runway 6. For the reasons that follow, however, it was determined that there were no prudent and feasible alternatives that met the purpose and need of this project and that also avoided impacting the St. John's property. The details of the alternatives fully evaluated in the EA are as follows:

- 1) Alternative 1 - (No Action Alternative) – Airport remains in its current configuration
- 2) Alternative 2 - Extend Runway 6 by 1,399 feet and change existing 20:1 visual approach to 34:1
- 3) Alternative 3 - (Preferred Alternative) – Extend Runway 6 by 1,399 feet and maintain existing 20:1 visual approach

Alternative 1, No Action, involved the fewest environmental impacts and would have avoided impact to the St. John property; however it did not meet the purpose and need of the proposed action. As stated above, both build alternatives would equivalent create impacts to the St. John property; However, the analysis concluded that the potential impacts from Alternative 2 (besides the impacts to the St. John's property) appeared to be significantly greater in terms of obstruction removal and additional property interest acquisition. Therefore, Alternative 3 was selected as the preferred development alternative from the EA, as it meets the defined purpose

and need and significant environmental impacts are not anticipated with this alternative. Alternative 3 is depicted on the existing Airport Layout Plan, approved by the FAA.

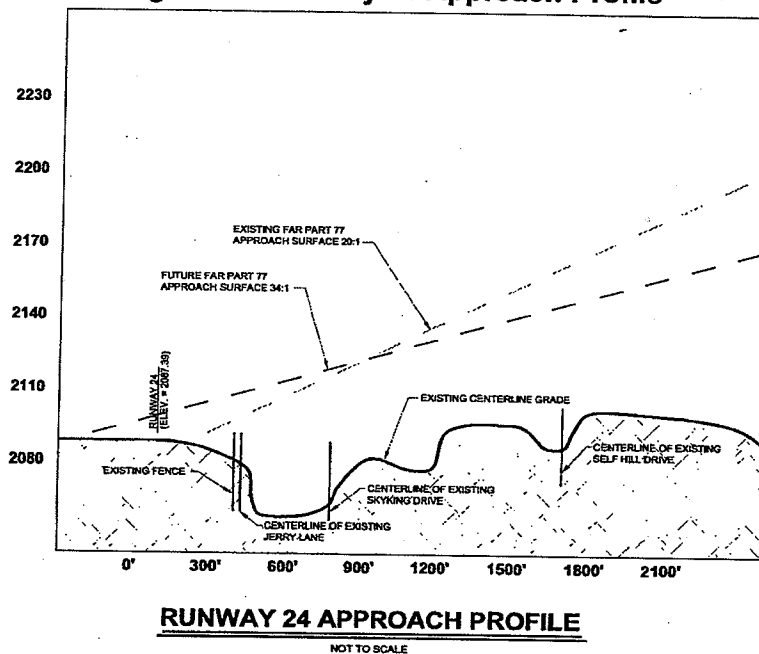
Additional Alternatives initially considered but not carried forward in the EA included an extension to Runway 24, which was considered as an alternative to extending Runway 6. However, this scenario was determined to be undesirable due to the terrain and impacts to the development beyond the runway end which includes the following:

- Relocation of State Route 11 (Lee Highway), Jerry Lane, and Skyking Lane – necessary to accommodate runway extension, parallel taxiway and associated safety areas;
- Placement of two Omnidirectional Approach Lighting System (ODAL) lights within the Forest Memorial Garden;
- Terrain – Substantial fill and grading would be required to meet safety area regulations and to address obstructions to the 34:1 approach surface (see **Figure 1**), thus impacting the church and memorial garden properties;
- Noise – Runway 24 extension would bring the runway end closer to the Town of Abingdon;
- Avigation Easement – required to clear FAA Part 77 obstructions; and
- Fee Simple Land Acquisition – 14 properties impacted
  - Three business relocations
  - Nine residential properties
  - Relocation of Emanuel Baptist Church (would fall within Runway 24 Runway Protection Zone (RPZ))
  - Fee simple acquisition of a portion of Forest Memorial Garden (would fall within Runway 24 RPZ)

The Virginia Highlands Airport Authority (VHAA) has also spent several years obtaining easements on the Runway 24 end to support a 34:1 approach. To date, easements over 17 parcels have been acquired. Extension on the 24 end would require additional easements and acquisition of properties.

Based upon the numerous impacts detailed here, it was determined that an extension on the Runway 24 end was not feasible.

**Figure 1 – Runway 24 Approach Profile**



The use of Tri-Cities Regional Airport (TRI) was also discussed as an alternative to the proposed runway expansion and associated projects at VJI. However, as TRI is located approximately 45 minutes away from VJI, outside of the FAA's National Plan of Integrated Airport Systems (NPIAS) 30 minute service area; it is not considered practical or desirable for airport users as defined by NPIAS.

Due to the impracticality of extending the Runway 24 end and the inability of Tri-Cities Regional Airport to accommodate the project's purpose and need it was found that there is no prudent and feasible alternative for this project that does not involve the extension of Runway 6. Furthermore, as each of the two build alternatives considered in the EA would impact the St. John House, due to the extension of Runway 6, it is found that there is no prudent and feasible alternative that avoids 4(f) impacts to this historic property.

**MITIGATION**

Mitigation requirements have been outlined in a Memorandum of Agreement (MOA) between the FAA, VHAA, and VDHR. Previously the preferred mitigation alternative contemplated clearing and grading a portion of the St. John Property, with accompanying impacts to Spring Creek and wetlands located on the site in order to meet FAA design standards for the proposed runway and parallel taxiway. As the entire 2.8 acre parcel was determined eligible for the NRHP, the earthwork would impact the historic setting of the property. As required by FAA Order 5050.4B, additional mitigation alternatives that would minimize harm or avoid the 4(f) resource entirely were considered. Through the additional analysis the FAA and VDHR determined that the mitigation alternative that would mitigate impacts on the St. John property to the greatest extent possible would involve; 1) the construction of a retaining wall on existing airport property, south of the St. John property and historical boundary; and 2) the voluntary acquisition of the property. This mitigation alternative has been selected as the preferred mitigation alternative in the MOA.

Pursuant to the terms of the MOA, the retaining wall will be constructed whether or not VHAA and the Hairstons reach an agreement on purchase of the property. The construction of the retaining wall will avoid physical impacts to the 2.8-acre historic property. Visual impacts would be mitigated by planting trees to block the southern view to the extent possible. The VHAA would be required to submit to the VDHR the proposed design of the retaining wall for their review. All related correspondence is located in **Appendix C** of the EA and the signed MOA has been included in **Appendix I** of the EA. A list of mitigation options in preferred order is included **Table 1** below.

**Table 1 - St. John House 4(f) Mitigation Alternatives**

Alternative	Description	Benefits	Cons
<b>Preferred- Property bought and sold through voluntary acquisition and construct Retaining Wall to the South of the St. John House on Airport Property</b>	St. John house would remain on existing parcel (historic boundary). The property would be purchased by the FAA, DOAV, and VHAA and be sold to private owner with preservation covenants. The current owner shall be given the first chance to repurchase the property from the VHAA. A retaining wall would be constructed on existing airport property, south of the St. John House. Stream would flow under retaining wall. Historic boundary would not be impacted. Visual impacts from the wall would be mitigated by the planting of trees in front of it.	Architectural elements are preserved in current location.  Existing owner has option to remain.  Property is maintained.  No clearing and grading within the property's historic boundary would occur nor would there be impacts to Spring Creek and the wetland area within the historic boundary resulting in overall reduced physical and visual impacts.	Construction impacts including noise, visual, and air quality.  There would be enduring visual impacts from the retaining wall, however, those would be mitigated by the planting of trees to block the southern view.
<b>Property bought and sold to private owner with restrictive easements.</b>	St. John house would remain on existing parcel (historic boundary). The property would be purchased by the FAA, DOAV, and VHAA and be sold to private owner with preservation covenants. The current owner shall be given the first chance to repurchase the property from the VHAA. Construction easements would be necessary as grading and clearing are required to meet FAA design standards. Temporary construction impacts may occur but would be mitigated by use of Best Management Practices. Visual impacts would be mitigated through planting of trees to block the southern view.	Architectural elements are preserved in current location.  Property is maintained.	Possible difficulty finding buyer due to location.  Construction impacts including noise, visual, and air quality.  Historic boundary would be impacted by proposed development in order to meet FAA standards.  Impacts to the historical setting due to physical impacts including clearing and grading within the historical boundary as well as impacts to Spring Creek and wetlands within the historic

Alternative	Description	Benefits	Cons
			<p>boundary.</p> <p>Visual impacts within the historic boundary itself by virtue of the aforementioned physical impacts as well as additional enduring visual impacts to the southern view which would be mitigated through the planting of trees to block the southern view.</p>
<p><b>Current owner maintains property with restrictive easements.</b></p>	<p>St. John house would remain on existing parcel (historic boundary). Preservation covenants would be placed upon the owner. Construction easements would be necessary as grading and clearing are required to meet FAA design standards. Temporary construction impacts may occur but would be mitigated by use of Best Management Practices. Visual impacts would be mitigated through planting of trees to block the southern view.</p>	<p>Architectural elements are preserved in current location.</p> <p>Existing owner remains.</p> <p>Property is maintained.</p>	<p>Historic boundary would be impacted by proposed development in order to meet FAA standards.</p> <p>Construction impacts including noise, visual, and air quality.</p> <p>Impacts to the historical setting due to physical impacts including clearing and grading within the historical boundary as well as impacts to Spring Creek and wetlands within the historic boundary.</p> <p>Visual impacts within the historic boundary itself by virtue of the aforementioned physical impacts as well as additional enduring visual impacts to the southern view which would be mitigated through the planting of trees to block the southern view.</p>
<p><b>Relocation via FAA, DOAV, &amp; VHAA.</b></p>	<p>House would be purchased from current owner at FMV. Responsibility of FAA, DOAV, &amp; VHAA to relocate the house and preserve elements. Following the house relocation, it may be sold to private party with preservation covenants. The current owner shall be given the first chance to repurchase the property from the VHAA.</p>	<p>All architectural elements are preserved.</p> <p>Airport able to utilize property for aviation related uses.</p>	<p>Probable significant cost associated with purchase and relocation.</p> <p>Possible difficulty finding buyer.</p> <p>Historical setting of property completely destroyed.</p>

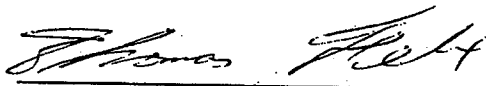
Alternative	Description	Benefits	Cons
Property purchased and ownership retained by VHAA.	Property purchased by FAA, DOAV, and VHAA retains ownership. Property leased to private entity for use home, bed and breakfast or similar use.  Preservation easements over property would be incurred to preserve historic properties.  Either retaining wall would be erected with the effects as described in alternative 1 or there would be clearing and grading and stream and wetland impacts as discussed in alternative 2.	Architectural elements are preserved in current location.  Property is maintained.	Construction impacts including noise, visual, and air quality  More expensive than alternative 1 with no additional mitigation of adverse effects.
Dismantle & Preserve Architectural Elements for re-use.	FAA, DOAV, & VHAA purchase house at FMV. Architectural elements are advertised for sale and re-use prior to demolition. House is documented as required by DHR & ACHP.	Architectural elements are preserved and re-used in another structure.  House is documented.	House is destroyed.
Demolition.	FAA, DOAV, & VHAA purchase house at FMV and demolish. Prior to demolition the house would be documented as required by DHR & ACHP.	Proposed development may move forward as planned.  House is documented.	House is destroyed and no architectural elements are preserved.

FMV – Fair Market Value  
VHAA – Virginia Highlands Airport Authority  
ACHP – Advisory Council on Historic Preservation

DOAV – Virginia Department of Aviation  
FAA – Federal Aviation Administration

**DETERMINATION**

Based on the attached Section 4(f) analysis, I have determined there is no prudent and feasible alternative that would avoid using the St. John House, a Section 4(f) protected resources. The project includes all possible planning to minimize harm to this resource. FAA will condition its approval of this project to fulfill its Section 4(f) responsibilities.

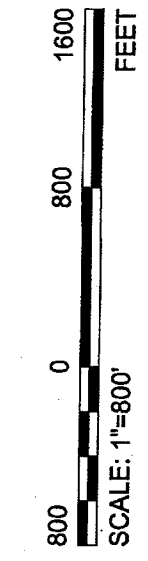
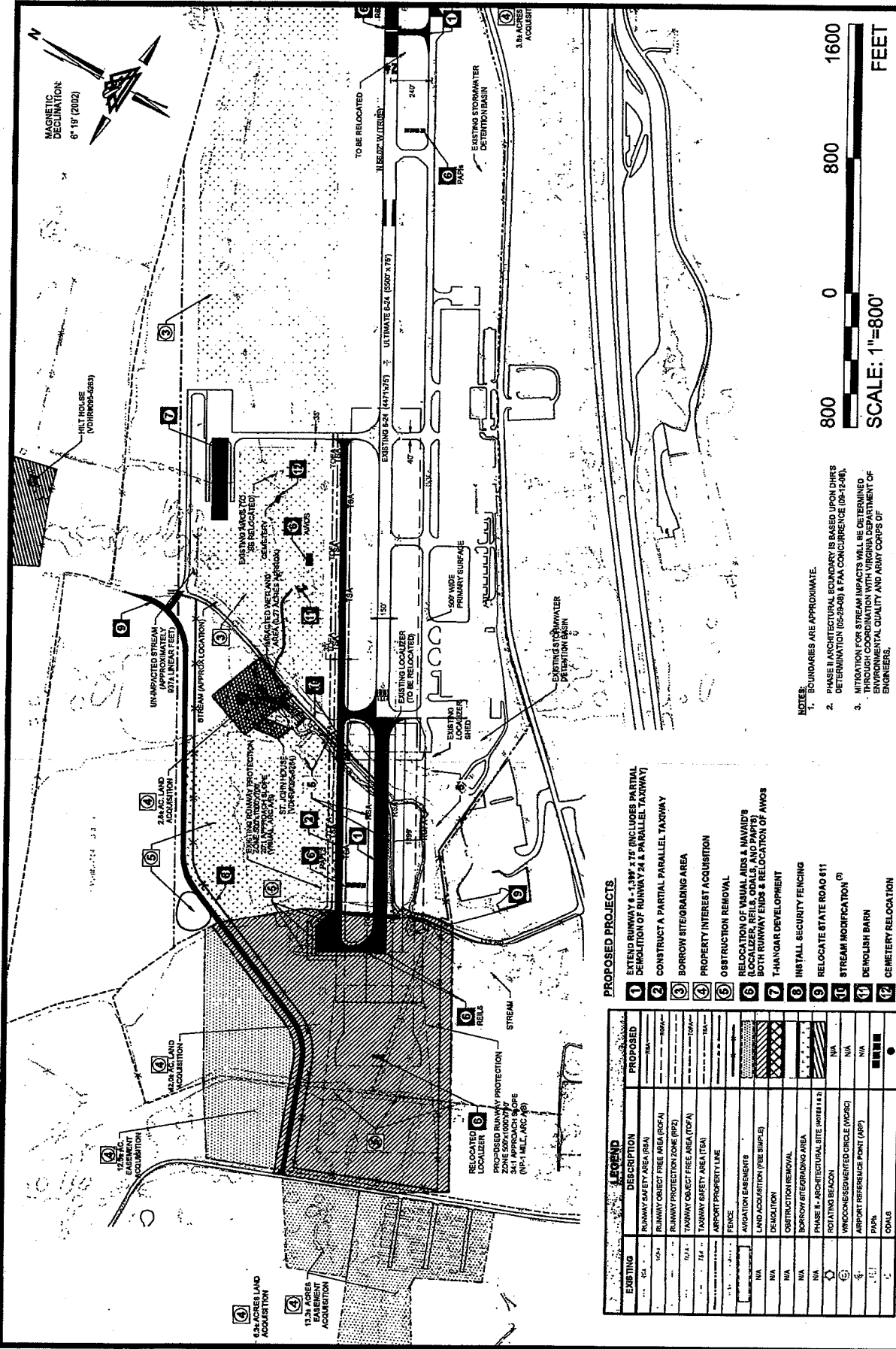
  
for William J. Flanagan  
Eastern Region Airports, Division Manager

8/18/10  
Date



**Exhibit 4-3 - Virginia Highlands Airport – St. John House**

DRAWING: 04046-eh-all2-cultural-resource-imp.dwg LAYOUT: 8.5X11



- NOTES:
1. BOUNDARIES ARE APPROXIMATE.
  2. PHASE II ARCHITECTURAL BOUNDARY IS BASED UPON DHR'S DETERMINATION (05-28-00) & FPA CONFORMANCE (05-12-00).
  3. MITIGATION FOR STREAM IMPACTS WILL BE DETERMINED THROUGH COORDINATION WITH VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY AND ARMY CORPS OF ENGINEERS.

- PROPOSED PROJECTS
1. EXTEND RUNWAY 8 - 1,399' ± (INCLUDES PARTIAL DEMOLITION OF RUNWAY 24 & PARALLEL TAXIWAY)
  2. CONSTRUCT A PARTIAL PARALLEL TAXIWAY
  3. BORROW SITE/GRADING AREA
  4. PROPERTY INTEREST ACQUISITION
  5. OBSTRUCTION REMOVAL
  6. RELOCATION OF VISUAL AIDS & NAVIGATIONAL LOCALIZER, RELS, ODALS, AND PARALLEL TAXIWAY ENDS & RELOCATION OF AWOS
  7. T-HANGAR DEVELOPMENT
  8. INSTALL SECURITY FENCING
  9. RELOCATE STATE ROAD 811
  10. STREAM MODIFICATION (P)
  11. DEMOLISH BARN
  12. CEMETERY RELOCATION

EXISTING	DESCRIPTION	PROPOSED
54	RUNWAY SAFETY AREA (RSA)	10A
55	RUNWAY OBJECT FREE AREA (ORFA)	10A
56	RUNWAY PROTECTION ZONE (RPZ)	10A
57	TAXIWAY OBJECT FREE AREA (TOFA)	10A
58	TAXIWAY SAFETY AREA (TSA)	10A
59	AIRPORT PROPERTY LINE	10A
60	FRIDGE	10A
61	ADDITION BARRIERS	10A
62	LAND ACQUISITION (FREE SHIP/E)	10A
63	DEMOLITION	10A
64	OBSTRUCTION REMOVAL	10A
65	BORROW SITE/GRADING AREA	10A
66	PHASE II ARCHITECTURAL SITE (05/01/12)	10A
67	ROTATING BEACON	10A
68	VIRGOCORNERED CIRCLE (VORC)	10A
69	AIRPORT REFERENCE POINT (ARP)	10A
70	PAPA	10A
71	COALB	10A

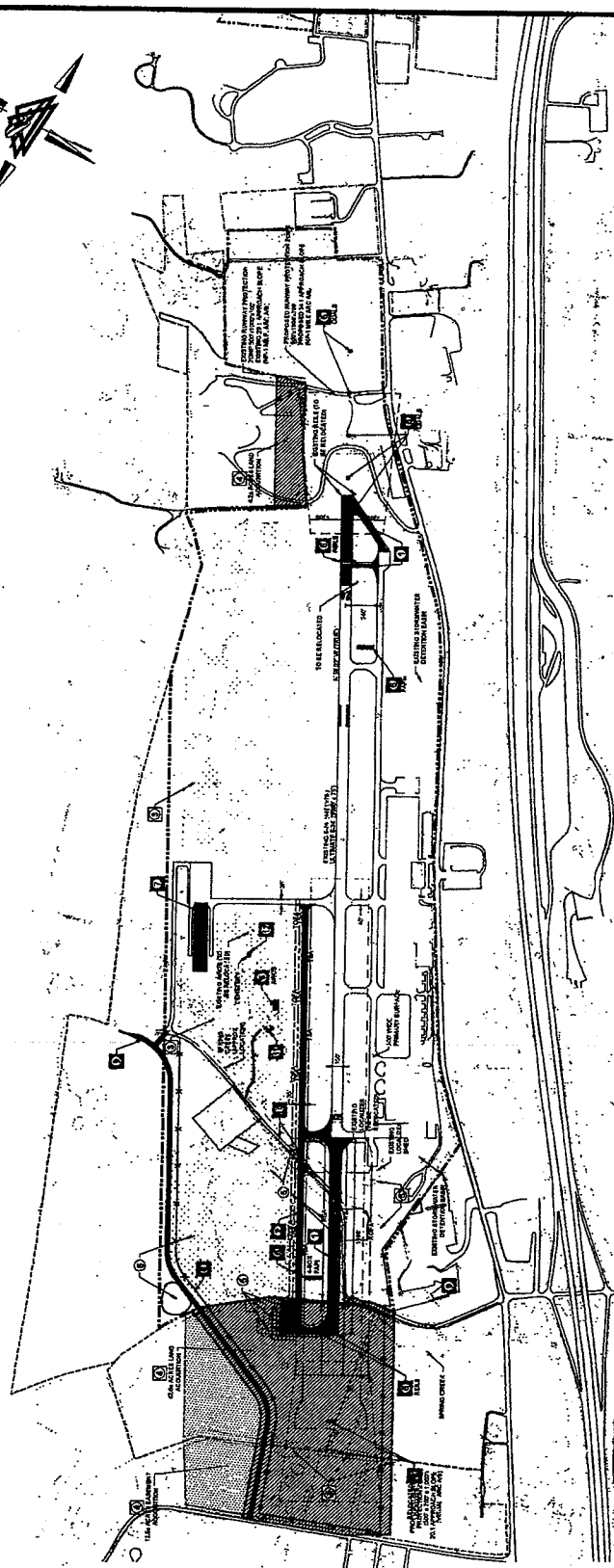
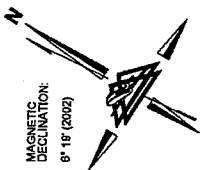
POTENTIAL CULTURAL RESOURCE IMPACTS - BUILD ALTERNATIVE (2 & 3)  
VIRGINIA HIGHLANDS AIRPORT

EXHIBIT 4-3

DRAWN BY: LKH CHECKED BY: CMA SCALE: 1"=800' DATE: MAY 2009



www.delcrairport.com



- PROPOSED PROJECTS**
- 1 EXTEND RUNWAY 11-1187' x 75' (INCLUDES PARTIAL DEMOLITION OF RUNWAY 12 & PARALLEL TAXIWAY)
  - 2 CONSTRUCT A PARTIAL PARALLEL TAXIWAY
  - 3 WIDEN TAXIWAY A
  - 4 PROPERTY INTEREST ACQUISITION
  - 5 OBSTRUCTION REMOVAL
  - 6 RELOCATION OF VISUAL AIDS & NAVAID'S LOCALIZER, BELS, GDALS
  - 7 HANGAR DEVELOPMENT
  - 8 INSTALL SECURITY FENCING
  - 9 RELOCATE STATE ROAD 611
  - 10 STREAM MODIFICATION
  - 11 DEMOLISH BARN
  - 12 CEMETERY RELOCATION

ITEM NO.	DESCRIPTION	STATUS
1	EXTEND RUNWAY 11-1187' x 75' (INCLUDES PARTIAL DEMOLITION OF RUNWAY 12 & PARALLEL TAXIWAY)	PROPOSED
2	CONSTRUCT A PARTIAL PARALLEL TAXIWAY	PROPOSED
3	WIDEN TAXIWAY A	PROPOSED
4	PROPERTY INTEREST ACQUISITION	PROPOSED
5	OBSTRUCTION REMOVAL	PROPOSED
6	RELOCATION OF VISUAL AIDS & NAVAID'S LOCALIZER, BELS, GDALS	PROPOSED
7	HANGAR DEVELOPMENT	PROPOSED
8	INSTALL SECURITY FENCING	PROPOSED
9	RELOCATE STATE ROAD 611	PROPOSED
10	STREAM MODIFICATION	PROPOSED
11	DEMOLISH BARN	PROPOSED
12	CEMETERY RELOCATION	PROPOSED



**ALTERNATIVE 3**  
**VIRGINIA HIGHLANDS AIRPORT**

EXHIBIT  
2-3

DATE: JUNE 2010  
SCALE: 1"=800'  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
DATE: [Date]

DRAWING: 0406-0406-0406-0406.dwg LAYOUT: 11X17



**U.S. Department  
of Transportation**

Federal Aviation  
Administration

**Beckley Airports Field Office  
176 Airport Circle, Room 101  
Beaver, West Virginia 25813  
Telephone: (304) 252-6216  
FAX: (304) 253-8028**

August 5, 2024

Mr. John Nelson, Regional Environmental Officer  
U.S. Department of the Interior  
Office of Environmental Policy and Compliance, Philadelphia Region  
Custom House, Room 244  
200 Chestnut Street  
Philadelphia, PA 19106

RE: Submittal of Updated DOT Section 4(f) Statement for DOI Review for Runway 6 Extension and Other Airport Development at Virginia Highlands Airport (VJI)

Dear Mr. Nelson,

The Washington Airports District Office of the Federal Aviation Administration (FAA), in cooperation with the Virginia Highlands Airport Authority and its consultant, has prepared an updated Section 4(f) evaluation for the extension of Runway 6, construction of a partial parallel taxiway, obstruction removal, security fencing and land acquisition at VJI, located in Abingdon, Virginia. In accordance with Section 4(f) of the Department of Transportation (DOT) Act of 1966 (codified at 49 U.S.C. § 303), the FAA has enclosed a copy of the updated Section 4(f) Statement for review and comment.

Included with the updated Section 4(f) Statement is the 2010 Environmental Assessment Finding of No Significant Impact/Record of Decision (FONSI/ROD), the original 2010 Section 4(f) Statement with the DOI concurrence letter, documentation associated with the sale of the St. John House, project correspondence associated with the St. John House, the original 2010 Memorandum of Agreement (MOA), and the 2015 First Amendment to the MOA for treatment of the St. John House (Virginia Department of Historic Resources (VDHR) File #095-5264) (See Attachment 1). The Draft Supplemental Environmental Assessment (EA), developed in association with the updated Section 4(f) Statement can be provided upon request.

**Project History**

An EA was completed for the extension of Runway 6 and other airport development actions at VJI in 2010. As part of consultation for the EA, the FAA determined, and the VDHR concurred, the proposed undertaking would result in an adverse effect to the St. John House located adjacent to the proposed runway extension. A MOA was prepared in accordance with 36 CFR 800.6 between the Virginia Highlands Airport Authority (VHAA), the FAA, and the VDHR. The MOA was executed in 2010

outlining a treatment plan to resolve the adverse effect to the St. John House. A Section 4(f) Statement was also prepared that evaluated the development alternatives analyzed in the 2010 EA, including a No Action alternative, and determined that there were no prudent and feasible alternatives that meet the purpose and need of the project while avoiding impacts to the St. John House. Review of the 4(f) Statement resulted in DOI concurrence that there was no prudent and feasible alternatives to the proposed development that avoids impacts to the St. John House and stated that measures to minimize harm to the St. John House must be explicitly consistent with the MOA.

As the project had not entered the design phase, the 2010 MOA included a stipulation to construct a retaining wall to avoid physical impacts to the 2.8 acre historic property, which includes the house as well as the parcel. Based on subsequent planning efforts for the runway extension, the MOA was amended in 2015 to allow grading, clearing and construction impacts on the 2.8 acre parcel to be mitigated by using Best Management Practices. The 2015 First Amendment to the MOA included construction of a retaining wall from the 2010 MOA and added installation of plantings to shield visual impacts of the runway extension project. VDHR concurred with the changes to the stipulations in the MOA and the First Amendment to the MOA was executed in 2015.

The runway extension project was completed in the fall of 2023. Physical impacts anticipated with stipulations in the 2010 MOA and 2015 First Amendment to the MOA, as well as the 4(f) Statement were not incurred. A Second Amendment to the MOA and an updated Section 4(f) Statement have been drafted to remove the requirement to construct a retaining wall. The draft MOA has been reviewed by VDHR and VDHR concurred with removing the stipulation to construct a retaining wall (see Attachment 2). The Second Amendment to the MOA is anticipated to be executed at the conclusion of the public review period for the Supplemental EA.

The FAA requests DOI review and comment within 45 days of receipt of the updated Section 4(f) Statement transmitted by this letter. Should you have any questions, or require additional information to facilitate your review, please do not hesitate to contact me at [susan.stafford@faa.gov](mailto:susan.stafford@faa.gov) or (609) 916-5793.

Sincerely,



Susan Stafford  
Environmental Protection Specialist

Enclosures

cc: Mickey Hines, Airport Manager, Virginia Highlands Airport (w/encl via email)  
Mary Ashburn Pearson, Project Manager, Delta Airport Consultants (w/encl via email)  
John Robinson, P.E., FAA Washington District Office (w/encl via email)  
John Mulligan, Attorney-Advisor, FAA Airports & Environmental Law Division (w/encl via email)

**UPDATE TO  
VIRGINIA HIGHLANDS AIRPORT  
ENVIRONMENTAL ASSESSMENT  
SECTION 4(F) STATEMENT**

This document serves as an update to the 2010 Section 4(f) Statement prepared during the 2010 Environmental Assessment (EA) for *Extend Runway 6 to 5,500 feet, Construct Partial Parallel Taxiway, Obstruction Removal, Security Fencing and Land Acquisition* at the Virginia Highlands Airport (VJI) in Abingdon, Virginia.

**PROJECT DESCRIPTION**

As stated in the 2010 Section 4(f) Statement (**Attachment 1**), the purpose of the Proposed Action is to provide airfield infrastructure at Virginia Highlands Airport (VJI) that safely and effectively accommodates the current and projected demand for aviation activity in the Washington County Area. VJI is owned and operated by the Virginia Highlands Airport Authority (VHAA). VJI consists of one runway (6/24) which is 4,471 feet in length. Due to the current runway length the airport is currently categorized by the Federal Aviation Administration (FAA) guidance as an Airport Reference Code (ARC) 8-11 Small Airport. However, the existing and future aviation demand at the airport requires it to be converted to an ARC 8-11 Large Airport. In order to meet this need through this project VHAA proposes to extend the runway to 5,500 feet long by 75 feet wide; construct a parallel taxiway 3,060 feet long by 35 feet wide to serve the extension; construct borrow sites/grading areas; acquire approximately 52 acres of land in fee-simple and approximately 12.5 acres of aviation easements; remove obstructions to the Part 77 surfaces; relocate visual aids, navigational aids (NAVAIDS), and Automated Weather Observing System (AWOS); construct a 10-unit T-hangar and associated apron; install security fencing; relocate State Road 611 (approximately 3,800 feet); demolish a barn and relocate a cemetery. The runway extension would consist of an extension to the Runway 6 end.

**OWNER**

During preparation of the 2010 Section 4(f) Statement, the owner of the identified Section 4(f) property (St. John House) was Rufus T. and Joanne Hairston. Currently, the owner is Katy L. Karter. The property was purchased in March 2022 with a special warranty deed that included protective covenants to preserve the historically and architecturally significant features of the property (**Attachment 2**). The property was also purchased with a surface and overhead aviation easement insuring safe and continued aeronautical use over the property, which was subsequently amended to also allow ingress and egress onto the property for maintenance, repair and upkeep associated with the aviation easement (**Attachment 2**).

**SIZE**

The approximate 2.8-acre property is entirely surrounded by airport property and is located on Route 611 (Providence Road), north of the Runway 6 end.

**USES**

The 4(f) property is a currently a NRHP listed private residence which was listed under Criterion C for architecture. As stated in the 2010 Section 4(f) Statement, the St. John House was built circa 1860 and embodies the distinctive Greek Revival style of the mid-nineteenth century. The interior of the house maintains the original form and materials from the time of its construction. Contributing interior factors to the integrity of the home include, but are not limited to, the hand-hewn timbers in the framing, the hand-hewn stair railing, the intact wall surfaces and floors, the intact moldings, the examples of finely crafted built-in cabinets, the original mantels that are still intact, and the examples of Greek Revival door and window surrounds. In addition to the significance of the interior is the integrity of the exterior, which has been diminished due to a rear addition, but still able to convey the architectural context of this period.

During the 2010 environmental effort, it was determined that the proposed undertaking would have an adverse effect on the St. John House (**Attachment 3**). In December 2006, the St. John house was determined eligible for listing in the NRHP under Criterion C by the Federal Aviation Administration (FAA), with concurrence by the Virginia Department of Historic Resources (VDHR) (State Historic Preservation Office (SHPO)). In 2008, the boundary was expanded to include the house as well as the 2.8± acre parcel (**Attachment 3**).

Based on eligibility of the St. John House for inclusion in the NRHP and subsequent adverse effect determination associated with anticipated project impacts, a Memorandum of Agreement (MOA) was executed between the VHAA, FAA and the VDHR, which describes the mitigation measures for impacts to the St. John House (**Attachment 4**). Specifically, for treatment of the St. John House, the 2010 MOA stipulates:

I. Treatment of the St. John House

- A. Treatment: The AUTHORITY shall offer to purchase the 2.8-acre tax parcel containing the St. John House (the Property) pursuant to the following provisions:
1. Before any other grant is offered to the AUTHORITY for the Undertaking, the first grant offered by the FAA will be for the purchase of the property.
  2. The AUTHORITY shall offer to purchase the Property from the Hairstons at Fair Market Value within six (6) months from the execution of the grant agreement for purchase of the St. John House between FAA and AUTHORITY. At the option of both the AUTHORITY and the Hairstons, they may mutually agree on an appraiser to determine the Fair Market Value of the property. The AUTHORITY shall follow Federal Regulation 49 CFR Part 24 for the acquisition of the property.
  3. If after a period of six (6) months from when the AUTHORITY makes a written offer to purchase the Property at Fair Market Value as determined pursuant to Stipulation I.A.2 above, the Hairstons do not accept the offer the AUTHORITY may withdraw its offer to purchase the Property.
  4. If the AUTHORITY purchases the Property, the AUTHORITY shall develop a marketing plan to resell the Property to a private owner. The AUTHORITY shall submit a draft marketing plan to the FAA and the SHPO for review and approval. The AUTHORITY shall market the Property within six (6) months from the acceptance of the final marketing plan by the FAA and the SHPO. The Hairstons shall be given the first chance to repurchase the property from the AUTHORITY.
  5. During the period that the AUTHORITY owns the Property it shall take all reasonable and prudent steps to protect the Property from vandalism and the elements.
  6. The AUTHORITY shall market the Property for twelve (12) months. If the AUTHORITY cannot find a buyer for the Property within the twelve (12)-month period, the AUTHORITY shall notify the FAA, the SHPO, and the other consulting parties that it has failed to sell the Property. The SHPO, the AUTHORITY and the FAA shall re-consult to decide upon one of 3 (three) options: 1) the AUTHORITY shall market the Property for another twelve (12) months; 2) the AUTHORITY shall permanently maintain the Property in accordance with "The Secretary of the Interior's Standards for the Treatment of Historic Properties" (Standards) in order to preserve the historic integrity of the Property. The AUTHORITY may request technical assistance from the SHPO in the application of the Standards as long as the AUTHORITY owns the Property; or 3) the AUTHORITY may demolish the Property provided that the

- other conditions of this MOA have been met.
7. The AUTHORITY shall construct a retaining wall on existing land owned by the AUTHORITY south of the St. John House as depicted in Attachment C. The construction of the retaining wall shall avoid physical impacts to the 2.8-acre historic Property. The AUTHORITY shall submit to the SHPO and the Hairstons the proposed design of the retaining wall for their review and comment. The AUTHORITY shall consider all comments received from the SHPO and the Hairstons in developing its final design.
  8. A grant to build the retaining wall and other elements of the project cannot be given until after either the Property is purchased, or six (6) months have passed from the date of a grant, whichever occurs sooner.
- B. National Register of Historic Places and Virginia Landmark Nomination
1. Within six (6) months from execution of this MOA the AUTHORITY shall submit to the SHPO a draft NRHP nomination to the SHPO for review and listing to the Virginia Landmarks Register (VLR) and forwarding to the National Park Service (NPS) for listing to the NRHP. If the AUTHORITY is the owner of the Property at the time the draft nomination is submitted to the SHPO, the AUTHORITY shall give its permission for the Property to be listed to the VLR and the NRHP. If the Hairstons are the owners of the Property at the time, the Hairstons agree to give permission for the Property to be listed to the VLR and the NRHP. If a third party is the owner of the Property at the time that the draft nomination is submitted to the SHPO then the AUTHORITY shall work with the SHPO to encourage the new owner to list the Property to the VLR and the NRHP.
  2. The AUTHORITY shall contract with someone who meets the Professional Qualifications for an architectural historian as described in Stipulation II, below, to write and edit the draft NRHP nomination.
- C. Review of Documentation and other Mitigation Deliverables
2. The SHPO and other consulting parties shall have thirty days to review documents and other deliverables and provide comments to the Authority. If a party does not provide the AUTHORITY comments within the thirty (30) day review period, the AUTHORITY may assume that the non-responding party has no comment and may proceed pursuant to the terms of this MOA.

In April 2010, the FAA developed the Section 4(f) Statement based on the MOA for the Treatment of St. John House. The 2010 Proposed Action included the airport offering a negotiated purchase of the property (with no threat of condemnation). If the Hairstons and VHAA reached an agreement on the purchase, the purchase of the property would constitute a physical use of the property under Section 4(f). If the purchase occurred, the property would be listed with the NRHP and re-sold with an easement to protect the property. If VHAA and the Hairstons did not reach an agreement on the purchase, the Hairstons would retain ownership. In addition to the voluntary purchase, the project would construct a retaining wall on existing airport property, south of the St. John House. These actions would result in no direct physical impacts to the historic property. It was determined that construction of the wall would result in the fewest impacts to the site. No grading or construction would take place on the property. The 4(f) Statement also included mitigation of visual impacts caused by the retaining wall by landscaping the area between the wall and St. John property to block the southern view to the extent possible, which was not included in the 2010 MOA. If the purchase of the property did not occur, these visual impacts associated with the construction of the retaining wall would result in a constructive use of the St. John's property under Section 4(f).



## PRUDENT AND FEASIBLE ALTERNATIVES

The 2010 Section 4(f) Statement evaluated the development alternatives analyzed in the EA, including a No Action alternative, and determined that there were no prudent and feasible alternatives that meet the purpose and need of the project, while avoiding impacts to the St. John property. Both build alternatives were determined to create equivalent impacts on the St. John property due to the extension of Runway 6. The details of the alternatives that were fully evaluated in the 2010 EA are as follows:

- 1) Alternative 1 - (No Action Alternative) - Airport remains in its current configuration
- 2) Alternative 2 - Extend Runway 6 by 1,399 feet and change existing 20:1 visual approach to 34:1
- 3) Alternative 3 - (Preferred Alternative) - Extend Runway 6 by 1,399 feet and maintain existing 20: 1 visual approach

Alternative 1, No Action, involved the fewest environmental impacts and would have avoided impact to the St. John property, however it did not meet the purpose and need of the proposed action. As stated above, both build alternatives would create equivalent impacts to the St. John property; However, the analysis concluded that the potential impacts from Alternative 2 (besides the impacts to the St. John property) appeared to be significantly greater in terms of obstruction removal and additional property interest acquisition. Therefore, Alternative 3 was selected as the preferred development alternative from the EA, as it met the defined purpose and need and significant environmental impacts were not anticipated with this alternative. Alternative 3 is depicted on the existing Airport Layout Plan, approved by the FAA.

Additional Alternatives initially considered but not carried forward in the EA included an extension to Runway 24, which was considered as an alternative to extending Runway 6. However, this scenario was determined to be undesirable due to the terrain and impacts to the development beyond the runway end which includes the following:

- Relocation of State Route 11 (Lee Highway), Jerry Lane, and Skyking Lane – necessary to accommodate runway extension, parallel taxiway and associated safety areas;
- Placement of two Omnidirectional Approach Lighting System (ODAL) lights within the Forest Memorial Garden;
- Terrain - Substantial fill and grading would be required to meet safety area regulations and to address obstructions to the 34: 1 approach surface thus impacting the church and memorial garden properties;
- Noise - Runway 24 extension would bring the runway end closer to the Town of Abingdon;
- Avigation Easement - required to clear FAA Part 77 obstructions; and
- Fee Simple Land Acquisition - 14 properties impacted
  - Three business relocations
  - Nine residential properties
  - Relocation of Emanuel Baptist Church (would fall within Runway 24 Runway Protection Zone (RPZ)
  - Fee simple acquisition of a portion of Forest Memorial Garden (would fall within Runway 24 RPZ)

Based upon the numerous impacts detailed here, it was determined that an extension on the Runway 24 end was not feasible.

The use of Tri-Cities Regional Airport (TRI) was also discussed as an alternative to the proposed runway expansion and associated projects at VJI. However, as TRI is located approximately 45 minutes away from VJI, outside of the FAA's National Plan of Integrated Airport Systems (NPIAS) 30-minute service area; it is not considered practical or desirable for airport users as defined by NPIAS.

Due to the impracticality of extending the Runway 24 end and the inability of Tri-Cities Regional Airport to accommodate the project's purpose and need it was found that there is no prudent and feasible alternative for this project that does not involve the extension of Runway 6. Furthermore, as each of the two build alternatives considered in the EA would impact the St. John House, due to the extension of Runway 6, it was found that there was no prudent and feasible alternative that avoids 4(f) impacts to this historic property.

The 2010 Section 4(f) Statement listed the mitigation alternatives considered in preferred order. The mitigation plan as included in the 2010 MOA was listed first, but also included tree plantings to mitigate the visual impacts from the wall; demolition of the house was listed last. The United States Department of the Interior (DOI) concurred with the FAA's Section 4(f) Statement in June 2010 and a FONSI-ROD was issued by FAA in August 2010 (**Attachment 1**).

Following issuance of the FONSI-ROD and in accordance with the stipulations of the MOA, the St. John House was nominated for listing in the NRHP in 2010 (**Attachment 3**) and the VHAA acquired the St. John House in 2014.

Based on subsequent planning efforts, the MOA was amended in May 2015 (**Attachment 4**) as follows:

1. Amend Stipulation I.A.4. so that it reads: If the AUTHORITY purchases the Property, the AUTHORITY shall develop a marketing plan to resell the Property to a private owner after the runway construction project is complete. The AUTHORITY shall submit a draft marketing plan to the FAA and the SHPO for review and approval.
2. Amend Stipulation I.A.7 A so that it reads: The AUTHORITY shall construct a retaining wall on existing land owned by the AUTHORITY south of the St. John House as depicted on Attachment C. The construction of the retaining wall shall avoid physical impacts to the 2.8 acre historic Property. The AUTHORITY may conduct grading, clearing and construction impacts on the property which will be mitigated by using Best Management Practices and installing plantings to shield visual impacts of the runway extension project. The AUTHORITY shall submit to the SHPO and FAA the proposed design of the retaining wall for their review and comment. The AUTHORITY shall consider all comments received from the SHPO and FAA in developing its final design.
3. Amend Stipulation VII so it reads as follows: This MOA shall be considered null and void if the terms have not been implemented within five (5) years from the date of the execution of the First Amendment to the MOA. or until after the runway extension project is complete, whichever is later. Six (6) months prior to this time, Signatories may meet to determine whether the MOA needs to continue and whether any changes may be needed. The review and determinations may take place on a conference call, in a physical meeting or in writing as needed.
4. Add new Stipulation I A. 9. that reads: The Authority shall retain a permanent easement over the St. John House property that reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing at, taking off from, or operating from Airport. In addition, the Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real property herein conveyed to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces relating to Airport. This public right must include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other object that may at any time project or extend above said surfaces.

As the runway extension project entered design, newer more accurate survey data acquired during the design phase confirmed that the previously anticipated grading impacts would avoid the St. John property, eliminating the need for the retaining wall and associated landscaping. During the earlier planning stages, the topographic data available suggested that grading was necessary on the St. John House property.

After marketing the property over the course of several years, the VHAA sold the St. John House parcel in March 2022 while maintaining a surface and overhead easement and protective covenants.

Through resell of the property with protective covenants, Stipulations 1.A and 1.B of the 2010 MOA and Section 1.A of the 2015 MOA and the terms of the Section 4(f) evaluation have been met, with the exception of Stipulation 1.A.7 and 1.A.8 of the 2010 MOA, Stipulation 1.A.7 of the 2015 MOA, and mitigation measure 1 of the Section 4(f) evaluation, each of which indicate that construction of a retaining wall would be necessary to protect the historic resource from physical impacts. As stated above, the retaining wall was determined through design of the project's culverts to no longer be necessary for the Proposed Action as final design was able to avoid previously anticipated grading impacts to the St. John property. VHAA completed construction of the runway extension project in October 2023. The purpose of this update to the 2010 Section 4(f) Statement is to remove the requirement for a retaining wall and the associated landscaping. Specifically, the "Mitigation" section of the Section 4(f) Statement (pages 4 and 5 of 9) has been updated as follows:

#### MITIGATION

As written in the 2010 Section 4(f) Statement: "Mitigation requirements have been outlined in a Memorandum of Agreement (MOA) between the FAA, VHAA, and the VDHR. Previously the preferred mitigation alternative contemplated clearing and grading a portion of the St. John property, with accompanying impacts to Spring Creek and wetlands located on the site in order to meet FAA design standards for the proposed runway and parallel taxiway. As the entire 2.8-acre parcel was determined eligible for the NRHP, the earthwork would impact the historic setting of the property. As required by FAA Order 5050.4B, additional mitigation alternatives that would minimize harm or avoid the 4(f) resource entirely were considered. Through the additional analysis the FAA and VDHR determined that the mitigation alternative that would mitigate impacts on the St. John property to the greatest extent possible would involve; 1) the construction of a retaining wall on existing airport property, south of the St. John property and historical boundary; and 2) the voluntary acquisition of the property. This mitigation alternative was selected as the preferred mitigation alternative in the [2010] MOA.

Pursuant to the terms of the [2010] MOA, the retaining wall will be constructed whether or not VHAA and the Hairstons reach an agreement on purchase of the property. The construction of the retaining wall will avoid physical impacts to the 2.8-acre historic property. Visual impacts would be mitigated by planting trees to block the southern view to the extent possible. The VHAA would be required to submit to the VDHR the proposed design of the retaining wall for their review. All related correspondence is located in Appendix C of the [2010] EA and the signed MOA has been included in Appendix I of the [2010] EA."

#### UPDATED MITIGATION

As previously stated, after the 2010 EA and associated MOA and Section 4(f) Statement were finalized, and during the subsequent runway extension project design effort, new, more accurate survey data confirmed that grading would avoid the St. John's property, eliminating the need for the retaining wall and associated plantings.

The Preferred 4(f) mitigation alternative is therefore amended to “Property bought and sold through voluntary acquisition” (see Table 1 from the 2010 Section 4(f) Statement, below, with the amended Preferred Mitigation Alternative). The St. John House remains on existing parcel (historic boundary). The property was purchased by the FAA, DOAV, and VHAA and sold to private owner with protective covenants.

Per Item 1 of the 2015 First Amendment to the MOA, amending Stipulation I.A.4 of the 2010 MOA, the VHAA acquired the St. John House in 2013 and sold the St. John House in March 2022 with protective covenants.

<b>Alternative</b>	<b>Description</b>	<b>Benefits</b>	<b>Cons</b>
<b>Preferred- Property bought and sold through voluntary acquisition</b>	St. John House would remain on existing parcel (historic boundary). The property would be purchased by the FAA, DOAV, and VHAA and be sold to private owner with protective (preservation) covenants. The current owner shall be given the first chance to repurchase the property from the VHAA. Historic boundary would not be impacted.	Architectural elements are preserved in current location.  Existing owner has option to remain.  Property is maintained.  No clearing and grading within the property’s historic boundary would occur nor would there be impacts to Spring Creek and the wetland area within the historic boundary resulting in overall reduced physical and visual impacts.	Construction impacts including noise, visual, and air quality.
<b>Property bought and sold to private owner using restrictive easements.</b>	St. John House would remain on existing parcel (historic boundary). The property would be purchased by the FAA, DOAV, and VHAA and be sold to private owner with preservation covenants. The current owner shall be given the first chance to repurchase the property from the VHAA. Construction easements would be necessary as grading	Architectural elements are preserved in current location.  Property is maintained.	Possible difficulty finding buyer due to location.  Construction impacts including noise, visual, and air quality.  Historic boundary would be impacted by proposed development in order to meet FAA standards.  Impacts to the historical setting due to physical impacts including

	<p>and clearing are required to meet FAA design standards. Temporary construction impacts may occur but would be mitigated by use of Best Management Practices. Visual impacts would be mitigated through planting of trees to block the southern view.</p>		<p>clearing and grading within the historical boundary as well as impacts to Spring Creek and wetlands within the historic boundary.</p> <p>Visual impacts within the historic boundary itself by virtue of the aforementioned physical impacts as well as additional enduring visual impacts to the southern view which would be mitigated through the planting of trees to block the southern view.</p>
<p><b>Current owner maintains property with restrictive easements.</b></p>	<p>St. John house would remain on existing parcel (historic boundary). Preservation covenants would be placed upon the owner. Construction easements would be necessary as grading and clearing are required to meet FAA design standards. Temporary construction impacts may occur but would be mitigated by use of Best Management Practices. Visual impacts would be mitigated through planting of trees to block the southern view.</p>	<p>Architectural elements are preserved in current location.</p> <p>Existing owner remains.</p> <p>Property is maintained.</p>	<p>Historic boundary would be impacted by proposed development in order to meet FAA standards.</p> <p>Construction impacts including noise, visual, and air quality.</p> <p>Impacts to the historical setting due to physical impacts including clearing and grading within the historical boundary as well as impacts to Spring Creek and wetlands within the historic boundary.</p> <p>Visual impacts within the historic boundary itself by virtue of the aforementioned physical impacts as well as additional ensuring visual impacts to the southern view which would be</p>

			mitigated through the planting of trees to block the southern view.
<b>Relocation via FAA, DOAV, &amp; VHAA</b>	House would be purchased from current owner at FMV. Responsibility of FAA, DOAV, and VHAA to relocate the house and preserve elements. Following the house relocation, it may be sold to private party with preservation covenants. The current owner shall be given the first chance to repurchase the property from the VHAA.	All architectural elements are preserved.  Airport able to utilize property for aviation related uses.	Probable significant cost associated with purchase and relocation.  Possible difficulty finding buyer.  Historical setting of property completely destroyed.
<b>Property purchased and ownership retained by VHAA.</b>	Property purchased by FAA, DOAV, and VHAA retains ownership. Property leased to private entity for use [sic] home, bed and breakfast or similar use.  Preservation easements over property would be incurred to preserve historic properties.  Either retaining wall would be erected [on existing airport property, south of the St. John House allowing Spring Creek to flow under the retaining wall with no impact to the Historic boundary and visual impacts from the wall would be mitigated by the planting of trees in front of it], or there would be clearing and grading and stream and wetland impacts as	Architectural benefits are preserved in current location.  Property is maintained.	Construction impacts including noise, visual, and air quality  More expensive than alternative 1 with no additional mitigation of adverse effects.

	discussed in alternative 2.		
<b>Dismantle &amp; Preserve Architectural Elements for re-use.</b>	FAA, DOAV, & VHAA purchase house at FMV. Architectural elements are advertised for sale and re-use prior to demolition. House is documented as required by VDHR & ACHP.	Architectural elements are preserved and re-used in another structure.  House is documented.	House is destroyed.
<b>Demolition.</b>	FAA, DOAV, & VHAA purchase house at FMV and demolish. Prior to demolition the house would be documented as required by VDHR & ACHP.	Proposed development may move forward as planned.  House is documented.	House is destroyed and no architectural elements are preserved.

DOAV= Virginia Department of Aviation

FMV = Fair Market Value

ACHP = Advisory Council on Historic Preservation

**DETERMINATION**

**Based on the Section 4(f) analysis and the above amendment, I have determined there is no prudent and feasible alternative that would avoid using the St. John House, a Section 4(f) protected resource. The project includes all possible planning to minimize harm to this resource. FAA will condition its final approval of this project to fulfill its Section 4(f) responsibilities.**

**X**

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FAA Eastern Region Airports



# **ATTACHMENT 3**

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
EASTERN REGION

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***FINDING OF NO SIGNIFICANT IMPACT  
AND RECORD OF DECISION***

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**Extend Runway 6 to 5,500 feet,  
Construct Partial Parallel Taxiway, Obstruction Removal,  
Security Fencing and Land Acquisition**

Virginia Highlands Airport  
Abingdon, Washington County, Virginia



**August 18, 2015**

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

**FINDING OF NO SIGNIFICANT IMPACT/  
RECORD OF DECISION**

**Extend Runway 6 to 5,500 feet, Construct Partial Parallel Taxiway,  
Obstruction Removal, Security Fencing and Land Acquisition**

**Virginia Highlands Airport  
Abingdon, Washington County, Virginia**

**I. Introduction:**

This document serves as a Finding of No Significant Impact (FONSI) and Record of Decision (ROD) for the Federal Aviation Administration's (FAA) proposed federal action of unconditional approval of the portion of the Airport Layout Plan (ALP) that depicts the Runway 6 extension, partial parallel taxiway construction, land acquisition, obstruction removal, relocation of airport and Commonwealth of Virginia owned navigational aids, T-hangar development and security fence installation for Virginia Highlands Airport (VJI). The airport is owned and operated by the Virginia Highlands Airport Authority (VHAA).

The project was originally analyzed in an Environmental Assessment (EA) prepared in 2010 and approved via a FONSI/ROD signed August 18, 2010. Two parcels were identified for partial acquisition as a component of the approved project, the Snead parcel and the Johnson parcel. In 2014, the appraisal conducted on the Snead parcel determined that acquisition of the needed portion of the Snead property resulted in the remaining portion being considered an 'uneconomic remnant'. Therefore, in order to comply with the 2010 FONSI/ROD and the Uniform Relocation Assistance and Real Property Acquisition Policies Act ("Uniform Act") the Virginia Highlands Airport Authority (VHAA) was obligated to acquire the entire Snead parcel.

Additionally, as a result of negotiations with property owners and in accordance with FAA Order 5100.38D, AIP Handbook, Appendix Q-9, approximately 16.2-acres of the Johnson parcel have been acquired in fee simple, slightly more than the figure listed in the 2010 EA. Per Appendix Q-9, Disposal of Excess Land, the airport Sponsor is to dispose of the excess land after acquisition is complete.

The change in the extent of acquisition required to support the proposed project was considered a material change to the scope of the project. As such, VHAA prepared a Supplemental EA, dated June 2015, to analyze any changes to the environmental impacts depicted in the 2010 EA associated with these changes to the scope. This FONSI/ROD is based on the findings of both the 2010 EA and the Supplemental EA and identifies any changes to environmental impacts or approvals from the August 18, 2010 FONSI/ROD.

It should be noted that the Snead and Johnson parcels were both slated for partial acquisition by VJI in the 2010 EA and FONSI/ROD with no significant impacts noted. No significant impacts to compatible land use are anticipated as a result of the increased amount of property acquisition and change to the form of acquisition analyzed in the Supplemental EA. The Supplemental EA was prepared in accordance with the requirements of the National Environmental Policy Act (NEPA) as defined in FAA Orders 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*, 1050.1E, *Environmental Impacts: Policies and Procedures* and *Environmental Desk Reference for Airport Actions*.

This FONSI/ROD will describe the purpose and need of the project, actions to be taken by the FAA, environmental effects of the proposed action, committed mitigation, if any, and the FAA's decision. The nature and extent of the FAA's decision is clearly stated in this FONSI/ROD, which is a decision document.

## II. Purpose and Need of the Proposed Project:

As mentioned previously, during negotiations the amount of proposed property interest acquisition of the Snead and Johnson parcels increased and the type of acquisition (easement versus fee simple) also changed. Instead of the partial acquisition of both parcels in both fee simple and easement, the entire Snead parcel is to be acquired in fee simple and approximately 16.2 acres of the Johnson parcel is to be acquired in fee simple. The Snead parcel is vacant with pastoral qualities and the Johnson parcel is a single-family residence occupied by a tenant, and was previously used for grazing cattle. There is no residence on the portion to be acquired.

The Federal actions requiring review pursuant to the NEPA are listed below in Section III of this FONSI/ROD. They include unconditional approval of the portion of the Airport Layout Plan (ALP) that depicts the proposed partial acquisition of the Snead and Johnson parcels. The Proposed Project is depicted in **Attachment 1** of the Supplemental EA and has been included in this FONSI/ROD.

The following is a description of the changes to the Proposed Project addressed in the Supplemental EA:

- Acquisition of the entire Snead Parcel in fee simple.
- Acquisition of approximately 16.2 acres of the Johnson Parcel in fee simple.

## III. Agency Action:

The FAA actions involved in the implementation of the Proposed Project include the following:

- 1) Unconditional approval of the portion of the ALP that depicts the proposed runway extension and associated improvements submitted by VHAA for VJI pursuant to 49 U.S.C. §§ 40103(b) and 47107(a)(16). The ALP, depicting the proposed improvements, has been reviewed by the FAA to determine conformance with FAA design criteria and implications for Federal grant agreements (refer to 14 CFR Parts 77 and 157);
- 2) Determination under 49 U.S.C. §§ 40101(d)(1) and 47105(b)(3) whether the proposed project meets applicable design and engineering standards set forth in FAA Advisory Circulars;
- 3) Determination and actions, through the aeronautical study process, of the effects of the proposed projects upon the safe and efficient utilization of navigable airspace pursuant to 14 CFR Parts 77 and 157 and 49 U.S.C. § 44718;
- 4) Determination under 49 U.S.C. § 44502(b) that the airport development is reasonably necessary for use in air commerce or in the interests of national defense;
- 5) Installation of the following visual aid equipment: Runway End Identifier Lighting (REIL) and runway and taxiway edge lighting. This equipment is necessary to enhance the safety of air navigation for aircraft operations at VJI; and
- 6) Eligibility for Federal funding under the Airport Improvement Program (AIP) under 49 U.S.C. §§ 47106 and 47107.

#### **IV. Alternatives Analysis**

For the Supplemental EA, no alternatives to the changes were considered because the full acquisition of both parcels was the only option available to support the previously approved project. A No Action Alternative was examined as required by NEPA; however, this alternative does not support the previously approved project and was not selected as the preferred alternative.

#### **V. Environmental Impacts and Possible Adverse Effects:**

The Final Supplemental EA received from the VHAA included analysis and review of the changes to the Proposed Project. The Supplemental EA has satisfied FAA guidelines identified in FAA Orders 5050.4B and 1050.1E for the preparation of an EA for the additional areas of property interest acquisition on the Snead and Johnson parcels.

The Final Supplemental EA addresses the effect of the changes to the proposed project on the quality of the human and natural environment, and is made a part of this FONSI/ROD. The following impact analysis highlights the more thorough analysis presented in the Final Supplemental EA prepared in June 2015. Only those environmental impact categories whose impact or description may have

changed with the additional property interest acquisition are discussed in this Supplemental EA. These are: Compatible Land Use; Department of Transportation Section 4(f); Fish, Wildlife and Plants; Hazardous Materials, Pollution Prevention, and Solid Waste; Historical, Architectural, Archaeological and Cultural Resources; Water Quality; and Wetlands. **The remaining environmental impact categories, covered in the 2010 EA have no change and are therefore not analyzed in this Supplemental EA.**

**1. DEPARTMENT OF TRANSPORTATION ACT, SECTION 4(f).** Per the 2010 EA and FONSI/ROD, a 4(f) property (St. John House, a private residence eligible for listing on the National Register of Historic Places (NRHP)) is located in the project area; however, it is not located on or near the Johnson and Snead parcels. A Phase 1 cultural resources survey was conducted during the 2010 EA and included the entire Johnson parcel and the majority of the Snead parcel; no NRHP-eligible resources were found on these parcels.

A Phase 1 cultural resources survey was conducted in February 2015 for the area of additional acquisition on the Snead parcel. One archaeological site, 44WG0594, and one isolated find were recorded during the February 2015 survey. Site 44WG0594 is an unattributed Native American lithic scatter and the isolated find is a single piece of lithic debitage of material similar to that from 44WG0594. Both sites were recommended as *not eligible* for listing on the National Register of Historic Places (NRHP); in March 2015 the Department of Historic Resources (DHR) concurred with this recommendation. The entire Phase 1 cultural resources survey and agency coordination is included as Appendix A. ***No significant impacts to Section 4(f) properties are anticipated as a result of the increased amount and form of acquisition.***

**2. FISH, WILDLIFE AND PLANTS.** A flora and fauna assessment and threatened and endangered species evaluation was conducted during the 2010 EA which concluded that no endangered or threatened species or critical habitat would be affected by the proposed action. A field survey was conducted in February 2015 on the additional portions of property interest acquisition on the Snead and Johnson parcels, and the appropriate coordination with federal and state agencies was conducted. No threatened or endangered species were observed during the field survey, and the report concludes that the proposed development plan is not likely to cause an adverse impact to federally threatened and endangered species. The report was submitted to the Department of Game and Inland Fisheries (VDGIF), the Virginia Department of Conservation and Recreation (VDCR), and the United States Fish and Wildlife Service (USFWS). The VDGIF declined to review due to staffing limitations. The USFWS concurred with the findings of the report on April 13, 2015. The VDCR also confirmed that the activity will not affect any documented state-listed plants or insects.

It is recognized that the area contains Karst topography and the potential for sinkhole activity. Adverse impacts to Karst topography can lead to the degradation of subterranean habitat for natural heritage resources. The site design and construction procedures for the runway extension effort included in the 2010 EA are to be in accordance with Appendix 6-B, Stormwater Design

Guidelines for Karst Terrain in Virginia, of the Virginia Department of Environmental Quality (DEQ) Virginia Stormwater Management Handbook. Repair of any sinkholes which develop shall be coordinated with Washington County and the on-site geotechnical engineer. No adverse impacts to Karst features are anticipated as no runoff is to be discharged into sinkholes; any adverse impacts to Karst features which occur during construction are to be coordinated with VDCR. The entire report and agency coordination is included as Appendix B of the Supplemental EA. ***No significant impacts to Fish, Wildlife and Plants are anticipated as a result of the increased amount and form of acquisition.***

**3. HAZARDOUS MATERIALS, POLLUTION PREVENTION AND SOLID WASTE.** A due diligence hazardous waste evaluation was completed during the 2010 EA for properties proposed for acquisition; there was no evidence of hazardous waste connected with these properties. A Phase 1 Environmental Due Diligence Audit (EDDA) was conducted in 2014 on a 54-acre area which included the Johnson and Snead parcels, which reported no evidence of recognized environmental conditions in connection with the properties. The Phase 1 EDDA is included as Appendix C of the Supplemental EA. ***No significant impacts to this impact category are anticipated as a result of the increased amount and form of acquisition.***

**4. HISTORIC, ARCHITECTURAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES.** Per the 2010 EA and FONSI/ROD, a 4(f) property (St. John House, a private residence eligible for listing on the NRHP) is located in the project area; however, it is not located on or near the Johnson and Snead parcels. A Phase 1 cultural resources survey was conducted in February 2015 for the area of additional acquisition on the Snead parcel. One archaeological site, 44WG0594, and one isolated find were recorded during the February 2015 survey. Site 44WG0594 is an unattributed Native American lithic scatter and the isolated find is a single piece of lithic debitage of material similar to that from 44WG0594. Both sites were recommended as not eligible for listing on the National Register of Historic Places (NRHP); in March 2015 the Department of Historic Resources (DHR) concurred with this recommendation. The entire Phase 1 cultural resources survey and agency coordination is included as Appendix A of the Supplemental EA. ***No significant impacts to historical, architectural, archaeological and cultural resources are anticipated as a result of the increased amount and form of acquisition.***

**5. WETLANDS.** A field review conducted during the 2010 EA indicated that jurisdictional wetlands are located on airport property adjacent to Spring Creek; per the 2010 EA and FONSI/ROD, 0.15± acres would be impacted by the proposed project. US Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) data suggests that no wetlands are present within the areas of increased property acquisition. A field survey was conducted in February 2015 to confirm the absence of wetlands; the field review did not identify any jurisdictional bodies of water onsite. The wetlands report is included in Appendix B. ***No significant impacts to water quality are anticipated as a result of the increased amount and form of acquisition.***

## VI. MITIGATION

No additional Mitigation is required above and beyond that required for the Proposed Action as approved in the original FONSI/ROD approved August 18, 2010 due to the changes addressed in this Supplemental EA.

**FAA Advisory Circulars.** Construction contract specifications will contain the provisions of FAA ACs 150/5370-10G, *Standards for Specifying Construction of Airports* and 150/5320-5D, *Airport Drainage*.

**Permits.** No construction of the proposed project will commence until all required permits and certifications are obtained.

**Reporting.** VHAA will provide FAA with an annual progress report regarding the status of the mitigation measures listed in this Section until construction has been completed.

**FONSI/ROD.** If major steps towards the implementation of the proposed project have not commenced within three years from the date of approval of this FONSI/ROD, a written reevaluation of the adequacy, accuracy and validity of the supporting documents shall be required.

## VII. AGENCY FINDINGS

In accordance with the guidelines described in paragraph 1203 of FAA Order 5050.4B, the FAA has made the following findings and determinations, as necessary, for the Proposed Project and all subsequent changes based upon appropriate evidence set forth in the administrative record required by the Airport and Airway Improvement Act of 1982, as amended.

- a) **The proposed action is reasonably consistent with existing plans of public agencies for development of the area (49 U.S.C. § 47106(a)(1)).** The land surrounding the airport to the north is zoned general agricultural, areas between Route 11 and I-81 are designated for general business uses and areas south of I-81 are zoned residential. No residences or other noise-sensitive institutions are contained within the 65 DNL noise contour. The Proposed Project is consistent with the plans, goals and policies for the area.
- b) **The Secretary is satisfied the interests of communities in or near the project location have been given fair consideration (49 U.S.C. § 47106(b)(2)).** Throughout the EA preparation process, government officials, agencies, organizations, and residents of nearby communities have been consulted, or have participated in activities that have contributed to the preparation of the Final EA. Appendix D of the Final Supplemental EA contains correspondence from the various agencies that were consulted and the public participation comments.



The Draft Supplemental EA was made available to the public from May 5, 2015 to June 5, 2015 (See Appendix D of the Final Supplemental EA). No comments were received.

- c) **To the extent reasonable, the airport sponsor has taken or will take actions to restrict land uses in the airport vicinity, including the adoption of zoning laws, to ensure that uses are compatible with airport operations (49 U.S.C. § 47107(a)(10)).** The Virginia Highlands Airport is compatible with the surrounding land uses and the general agricultural and general business uses.
- d) **Coordination with Virginia Department of Aviation (DOAV) and Virginia Department of Environmental Quality (DEQ) in March 2015 confirmed that no public hearing is necessary for the Supplemental EA effort, as the original (2010) EA included a public hearing.** FAA Order 5050.4B, Section 403(a)(2) specifies that no additional hearing is required. Additionally, the changes to the project analyzed in the Supplemental EA did not trigger any impacts covered under special purpose laws requiring public outreach.
- e) **The FAA has given this proposal the independent and objective evaluation required by the Council on Environmental Quality (40 CFR 1506.5).** As described in the Final Supplemental EA, the Proposed Project was studied extensively to determine the potential assessed impacts and appropriate mitigation measures. FAA provided input, advice, and expertise throughout the planning and technical analysis, along with an administrative and legal review of the project.
- f) **Determination that the airport development is reasonably necessary for use in air commerce or in the interests of national defense pursuant to (49 U.S.C. § 44502(b)).** The FAA has determined that the Proposed Project described in the Final EA would improve the safety and efficiency of the airport. FAA has determined the proposed runway extension and partial parallel taxiway can be operated safely. The Airport Layout Plan was evaluated under airspace case number 2004-AEA-423-NRA.

## VIII. Decision and Order

The FAA recognizes its responsibilities under the National Environmental Policy Act of 1969 (NEPA) and its implementing CEQ regulations, and its own directives. Recognizing these responsibilities, I have carefully considered the FAA's goals and objectives in relation to the various aeronautical aspects of the *Extend Runway 6 to 5,500 feet, Construct Partial Parallel Taxiway, Obstruction Removal, Security Fencing and Land Acquisition Project* as discussed in the 2010 Final EA and the Supplemental EA, and I have used the environmental process to make a more informed decision. This review included the purposes and needs to be served by this Proposed Action, alternative means of achieving them, the environmental impacts of these alternatives, and the mitigation and

conditions necessary to preserve and enhance the human environment. This decision is based on a comparative examination of environmental impacts, operational factors, and economic factors for each of the alternatives. The 2010 Final EA and the Supplemental EA provide a fair and full discussion of the impacts of the Proposed Action.

The NEPA process included appropriate planning and design for avoidance and minimization of impacts, as required by NEPA, the CEQ regulations, other special purpose environmental laws, and appropriate FAA environmental directives and guidance.

The FAA has determined that environmental and other relevant concerns presented by interested agencies and the general public have been addressed in the 2010 Final EA and the Supplemental EA. The FAA believes that with respect to the Proposed Action, there are no outstanding environmental issues within FAA jurisdiction to be studied or NEPA requirements that have not been met. In making this determination, the FAA must decide whether to approve the federal actions and subsequent changes necessary for Proposed Action implementation. FAA approval signifies that applicable federal requirements relating to airport development planning have been met and permits VHAA to proceed with development and possibly compete for funds for eligible items. Not approving these actions would prevent VHAA from proceeding with the airport development.

After careful and thorough consideration of the facts contained herein and subsequent to my review of the 2010 Final EA, the Supplemental EA, and all of related materials, the undersigned finds that the proposed Federal action is consistent with existing national environmental policies and objectives as set forth in Section 101 of NEPA and other applicable environmental requirements and will not significantly affect the quality of the human environment or otherwise include any condition requiring consultation pursuant to Section 102(2)(C) of NEPA.

This decision does not constitute a commitment of funds under the Airport Improvement Program (AIP); however, it does fulfill the environmental prerequisites for future AIP funding determinations associated with AIP-eligible Proposed Action components (49 U.S.C. § 47107).

Accordingly, pursuant to the authority delegated to me by the Administrator of the FAA, I find that the actions summarized in this FONSI/ROD are reasonably supported and approved. I hereby direct that action be taken together with the necessary related and collateral actions, to carry out the agency actions noted above. Specifically:

- 1) Unconditional approval of the portion of the Airport Layout Plan (ALP) that depicts the proposed runway extension and associated improvements submitted by the Virginia Highlands Airport Authority for the Virginia Highlands Airport pursuant to 49 U.S.C. §§ 40103(b) and 47107(a)(16). The ALP, depicting the proposed improvements, has been reviewed by the FAA

to determine conformance with FAA design criteria and implications for Federal grant agreements (refer to 14 CFR Parts 77 and 157);

- 2) Determination under 49 U.S.C. §§ 40101(d)(1) and 47105(b)(3) whether the proposed project meets applicable design and engineering standards set forth in FAA Advisory Circulars;
- 3) Determination and actions, through the aeronautical study process, of the effects of the proposed projects upon the safe and efficient utilization of navigable airspace pursuant to 14 CFR Parts 77 and 157 and 49 U.S.C. § 44718;
- 4) Determination under 49 U.S.C. § 44502(b) that the airport development is reasonably necessary for use in air commerce or in the interests of national defense;
- 5) Installation of the following visual aid equipment: Runway End Identifier Lighting (REIL) and runway and taxiway edge lighting. This equipment is necessary to enhance the safety of air navigation for aircraft operations at VJI; and
- 6) Eligibility for Federal funding under the Airport Improvement Program (AIP) under 49 U.S.C. §§ 47106 and 47107.

I have carefully and thoroughly considered the facts contained in the attached EA. Based on that information, I find the proposed Federal action is consistent with existing national environmental policies and objectives of Section 101(a) of the National Environmental Policy Act of 1969 (NEPA) and other applicable environmental requirements. I also find the proposed Federal action, with the required mitigation referenced above, will not significantly affect the quality of the human environment or include any condition requiring any consultation pursuant to Section 102 (2)(C) of NEPA. As a result, FAA will not prepare an Environmental Impact Study (EIS) for this action.



Debbie Roth  
Eastern Region Airports, Division Manager



Date

## **Right of Appeal**

This FONSI/ROD presents the Federal Aviation Administration's findings, final decision and approvals for the actions identified, including those taken under the provisions of Title 49 of the United States Code, Subtitle VII, Parts A and B. This decision constitutes a final order of the Administrator.

Any party having a substantial interest may appeal this order to the United States Court of Appeals for the District of Columbia Circuit or in the court of appeals of the United States for the circuit in which the person resides or has its principal place of business, upon petition filed within 60 days after entry of this order in accordance with 49 U.S.C. § 46110.

Any party seeking to stay the implementation of this ROD must file an application with the FAA prior to seeking judicial relief, as provided in Rule 18(a) of the Federal Rules of Appellate Procedure.

# **ATTACHMENT 4**



276-628-2909

# Virginia Highlands Airport Authority

18521 Lee Highway  
P. O. Box 631  
ABINGDON, VIRGINIA 24212-0631



FACSIMILE:  
276-628-2693

April 28, 2022

Mr. John M. Robinson, II, P.E.  
Washington Airports District Office  
13873 Park Center Road, Suite 490-S  
Herndon, VA 20171

**Reference: St. John House Sale (Parcel 41), Virginia Highlands Airport**

Dear Mr. Robinson,

This is a Request for Release of the St. John House, Parcel 41, Virginia Highlands Airport. The property has been sold and will be used as a private residence. The property is identified as Tax Parcel No: 124-A-2E, Washington County, Virginia.

In compliance with FAA Order 5190.6B, Chapter 22 (ACM) I am enclosing the following information:

1. Printout of Parcel 124-A-2E from Washington County, VA GIS system
2. First Amendment to Residential Purchase Agreement
3. Special Warranty Deed with Exhibits
4. Owner's Affidavit and Agreement
5. APM update.
6. The following is submitted in compliance with Order 5190.6B, 22.24:
  - a. Obligor agreements with the United States.
    - (1) *Memorandum of Agreement among the Federal Aviation Administration, The Virginia State Historic Preservation Office, and the Virginia Highlands Airport Authority regarding the extension of runway 6 and associated projects for the Virginia Highlands Airport. Treatment of Architectural Site VDHR #095-5264 (St. John House) 03/31/2010.*
    - (2) *First Amendment to Memorandum of Agreement among the Federal Aviation Administration, The Virginia State Historic Preservation Office and the Virginia Highlands Airport Authority regarding the extension of runway 6 and associated projects for the Virginia Highlands Airport. dated 05-29-2015.*
  - b. Type of release. *Full release of the property.*
  - c. Reason for requesting release. *Property has been sold.*
  - d. Use or disposition of property. *Property will be used as a private residence.*

- e. Facts and circumstances that justify the request. *The Memorandum of Agreement listed three options for the house. One option was to move the house, but the age and condition of the house and excessive cost prevented use of that option. Another option was to have the house demolished but FAA would not grant that option. The last option was to sell the property.*
  - f. Requirements of state or local law. *All covenants, restrictions, easements, and agreements have been listed in the sale agreement and warranty deed.*
  - g. The involved property or facilities. *Property is Tax Parcel No: 124-A-2E, Washington County, VA. The physical address is 18254 Providence Road, Abingdon, VA 24210*
  - h. Description of how the sponsor acquired the property. *The property was purchased with AIP funds. 90% of the sales price (\$70,200.00 will be applied to the next AIP grant as program income.*
  - i. Present condition and present use of any property or facilities involved. *The property was vacant for two years before it was sold. The house is over 120 years old and in need of extensive maintenance when sold.*
7. The following is submitted in compliance with Order 5190.6B, 22.25:
- a. Fair market value of the property: *\$78,000.00*
  - b. Proceeds expected from the disposal of the property and the expected use of the revenues derived. *\$78,000.00. 90% of the sales price (\$70,200.00) will be applied to the next AIP grant as program income.*
  - c. A comparison of the relative advantage or benefit to the airport from the sale of the property as opposed to retention for rental income. *No expected rental income from the property due to the location and condition of the house. No public water, sewer, and natural gas utilities available.*
  - d. Provision for reimbursing the airport account for the fair market value of the property if the property is not going to be sold upon release. *Property has been sold.*
  - e. A description of any intangible benefits the airport will realize from the release. *The Authority will benefit from releasing the burden of upkeep and maintenance for an empty property and requirements to maintain the property to historic standards. These funds can now be used to support aviation related projects.*

You mentioned in your email that the EA and MOU must be revised to address the disposition of the house and associated changes (i.e., deletion of the retaining wall). Will FAA make this revision or does VJI need to make the revision?

Please let me know if you need anything additional.

Sincerely,



Mickey Hines  
Airport Manager

Cc: Scott Denny, DOAV  
Susan Stafford, FAA  
Jamie Fuller, FAA

Enclosures:

1. A resolution of the Virginia Highlands Airport Authority Authorizing the sale of the St. John property.
2. Deed of Gift of Surface and Overhead Avigation Easement. With Exhibit "A"
3. Copy of receipt from Clerk of Circuit Court, Washington County, VA for recording deed.
4. First Amendment to Residential Purchase Agreement.
5. Special Warranty Deed. With Exhibit "A", Property Description and Exhibit "B", Protective Covenants for the Baker-St. John House
6. Airport Property Map (APM) Update
7. Printout of Parcel 124-A-2E from Washington County, VA GIS system



**A RESOLUTION OF THE VIRGINIA HIGHLANDS AIRPORT AUTHORITY  
AUTHORIZING THE SALE OF THE ST. JOHN PROPERTY, 18254 PROVIDENCE ROAD,  
ABINGDON, VA 24210. ARCHITECTURAL SITE VDHR #95-5264 (ST. JOHN HOUSE)**

**WHEREAS**, the Virginia Highlands Airport Authority (the Authority), the Federal Aviation Administration (FAA) and Virginia State Historic Preservation Office (SHPO) did agree to and sign a memorandum of Agreement (MOA), executed in April 2010 and amended in May 2015, and

**WHEREAS**, the Authority has complied with the requirements of the MOA and MOA Amendment, and


**WHEREAS**, the Authority, by resolution dated January 11, 2021, did authorize and direct the airport administrative staff to sell the St. John property, to obtain the professional services required to complete the sale including, but not limited to negotiations, appraisals, inspections, legal and related fees, and

**WHEREAS**, the FAA has agreed to and approved a sale price of \$78,000.00. Therefore, it is

**RESOLVED**, that Virginia Highlands Airport Authority agrees to sell the above referenced property for \$78,000.00 and approve the deed restrictions and covenants in the deed, and it is further

**RESOLVED**, the Authority directs the airport administrative staff to complete the sale of the property in compliance with all federal, state, and local requirements.

THE FOREGOING RESOLUTION WAS ADOPTED THIS 31<sup>st</sup> DAY OF JANUARY 2022 BY A VOTE OF 6 FOR AND 0 AGAINST, A QUORUM PRESENT AND VOTING:

  
\_\_\_\_\_  
Assistant Secretary – Virginia Highlands Airport Authority

PREPARED BY: LAWRENCE H. PEARSON, JR., ESQ. (VSB# 78915)  
MARK A. FLECKENSTEIN & ASSOCIATES, P.C.  
ATTORNEYS & COUNSELORS AT LAW  
311 S. ARTHUR ASHE BOULEVARD  
RICHMOND, VA 23220  
804-358-9400

**INST # 220000660**

Feb 04, 2022 11:54 am

When recorded, please return to:  
Virginia Highlands Airport Authority  
Attn: Manager  
P.O. Box 631  
Abingdon, VA 24212-0631

Tax Map No.: 124-A-2E

*This instrument is exempt from recordation taxes and fees under the Code of Virginia (1950), as amended, §§ 58.1-811(A)(3), 58.1-811(D) and 17.1-266.*

**THIS DEED OF GIFT OF SURFACE AND OVERHEAD AVIGATION EASEMENT** (the "Deed"), is made this 4 day of February, 2022, by the VIRGINIA HIGHLANDS AIRPORT AUTHORITY, a political subdivision of the Commonwealth of Virginia, Grantor and Grantee for indexing purposes.

WHEREAS, Grantor is the fee owner of that certain parcel of real property located in Washington County, Virginia, commonly known as 18254 Providence Road, containing in the aggregate 2.5 acres, and more particularly described in Exhibit A attached hereto (the "Property").

WHEREAS, Grantor desires to establish certain limitations on the use and development of the Property for the benefit of the general public and the Virginia Highlands Airport (the "Airport"), a public airport owned and operated by the Virginia Highlands Airport Authority.

WHEREAS, Grantor has caused this Deed to be executed and recorded to establish said easement rights and restrictions on the Property.

WITNESSETH:

NOW THEREFORE, in consideration of the premises contained herein, and other good

and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and create the following described appurtenant rights and benefits, including certain uses, rights, and restrictions, to the Virginia Highlands Airport Authority, a political subdivision of the Commonwealth of Virginia, and the general public in its use of the Airport:

The following rights, activities and uses shall be permitted on the Property:

- (a) The unobstructed use and passage of all types of Aircraft (as defined hereinbelow) in and through the airspace at any height or altitude above the surface of the Property.
- (b) The right of said Aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other effects associated with the normal operation of Aircraft taking off, landing or operating in the vicinity of the Airport.

As used herein, the term "Aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller-driven, civil, military or commercial aircraft, and helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomever owned or operated.

The Property shall be subject to the following restrictions:

- (a) No modifications shall be made to the existing improvements on the Property, namely that certain wood frame residential structure, that would result in an increase in building height, glare or reflectivity of the exterior surface, luminous intensity of any lighting sources visible from the exterior of the property, smoke or exhaust generation, and electromagnetic emissions which interfere with the operations of the Airport or affect the movement or navigation of Aircraft.
- (b) No structures, whether temporary or permanent, shall be permitted which might create glare or contain misleading lights. Nor shall any fuel handling and storage facilities, smoke generating activities, nor the creation of any means of electrical interference, monuments, signals, flags or markers that could affect the movement or navigation of Aircraft be permitted. No new structures, whether temporary or permanent, vegetation, or objects shall be permitted to interfere with the airspace restrictions established by the Federal Aviation Administration applicable to the imaginary surfaces described in C.F.R. § 77.19 as they shall exist at any relevant time for the following geometric planes: first, the Transitional Surface, which shall be a slope beginning at the edge of the approach surface and extending outward at a right angle from the extended centerline of the Airport runway beginning at an elevation of 2,088 feet MSL; and second, the Horizontal Surface, or Airport Safety Overlay Zone, which is established at 150 feet above the Airport elevation of 2,088 feet MSL and the perimeter of which

is established by swinging arcs of specified radii from the center of the primary surface of the Airport runway outward to 10,000 feet and connecting the arcs by lines tangent to those arcs creating a floor of the Horizontal surface at an elevation of 2,238 feet MSL.

The Grantee shall have the right to take any action for the purposes of preventing, marking, lighting, or removing, by any means necessary in its sole discretion, any structure, object or vegetation that violates the restrictions and covenants contained herein. The Grantee shall have a right of ingress to, egress from, and passage over the Property reasonably necessary to exercise its rights hereunder.

Further, Grantee shall have a right to cut trees to a height that is ten (10) feet below the minimum elevation of the imaginary airspace surfaces protected herein, as a preventative measure to keep trees below the described airspace. Trees and vegetation that are cut or removed shall be disposed of off the Property, and stumps resulting from such removal shall be removed or lowered below ground and the resulting disturbed area shall be graded to drain and shall be seeded.

The covenants and restrictions set forth in this Deed shall run with the land and bind the owners of the Property and their successors in title and interest of the Property in Perpetuity. The easement rights contained herein shall run with the land and inure to the benefit of the Virginia Highlands Airport Authority, its successors and assigns, and the general public in its use of the Airport, until such time as such rights are extinguished.

**[SIGNATURE ON FOLLOWING PAGE]**

WITNESS the following signature of the duly authorized agent of the Grantor:

**VIRGINIA HIGHLANDS AIRPORT AUTHORITY,**  
a political subdivision of the Commonwealth of Virginia

By: Mickey Hines  
[name and title of duly authorized officer]



COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Washington, to-wit:

Subscribed, sworn to, and acknowledged before me in my jurisdictions aforesaid, on this 4<sup>th</sup> day of Feb., 2022, by Mickey Hines in his/her capacity as Manager of the Virginia Highlands Airport Authority.

My Commission expires:  
March 31, 2023

Kirstie Miller  
Notary Public

**EXHIBIT A**

ALL that certain parcel of land containing 2.50 acres, more or less, together with all improvements thereon, situated, lying and being in the Harrison Magisterial District of Washington County, Virginia, as the same is shown and described on that certain plat entitled in part "BERNARD R. & LORETTA J. SIMMONS", by Joe T. Gollehon, dated February 15, 1991, and upon which plat the real property conveyed herein is more particularly bounded and described as follows:

BEGINNING at a stake in the westerly side of Virginia Secondary Route No. 611; thence N 72 36 30 W 362.39 feet to a stake; thence N 17 23 30 E 300.00 feet to a stake; thence S 72 36 30 E 362.79 feet to a stake in the westerly side of Virginia Secondary Route No. 611; thence with the westerly side of Virginia Secondary Route No. 611, S 17 23 30 W 300.00 feet to the point of beginning.

BEING the same real property conveyed unto Virginia Highlands Airport Authority, a political subdivision of the Commonwealth of Virginia, by Robert S. Jones and Carol F. Jones, husband and wife, by deed dated July 8, 2014 and recorded July 11, 2014 in the Clerk's Office, Circuit Court of Washington County, Virginia as Instrument No. 140003146.

INSTRUMENT # 220000660  
RECORDED WASHINGTON CO CIRCUIT COURT CLERK'S OFFICE  
Feb 04, 2022 AT 11:54 am  
PATRICIA S. MOORE, CLERK by BAM



CLERK OF CIRCUIT COURT  
 WASHINGTON COUNTY  
 189 East Main Street  
 Abingdon, VA 24210-2838

Patricia S. Moore, Clerk

Receipt For : MICKEY HINES  
 Cashier : BAM

Instrument Type : DG  
 Instrument # : 220000660  
 Pages : 5  
 1st Grantor : VIRGINIA HIGHLANDS AIRPORT AUTHORITY  
 1st Grantee : VIRGINIA HIGHLANDS AIRPORT AUTHORITY  
 Description: HARRISON DIST  
 Consideration: 0.00

Receipt # : 2022-009740  
 Date : 02/04/2022 11:54am  
 Document : 1 of 1  
 Grantor Ex : N  
 Grantee Ex : N  
 Pct : 100.000000000%  
 1st City: Y

Value: 0.00

Item #	Description	Qty	Unit Cost	Extended
035	VOF	1	3.00	3.00
301	Clerk Fee	1	14.50	14.50
145	VSLA	1	3.50	3.50
212	Transfer Fee	1	1.00	1.00
106	TTF	1	5.00	5.00
407	Credit card convenience fee	1	1.08	1.08
<b>Document 1</b>				<b>28.08</b>
<b>Grand Total</b>				<b>28.08</b>
<b>Debit</b>				<b>-28.08</b>
<b>Balance</b>				<b>0.00</b>

WASHINGTON CO CIRCUIT CO  
 189 E MAIN ST  
 ABINGDON, VA. 24210  
 276-676-8224

**SALE**

Batch #: 164  
 02/04/22  
 APPR CODE: 00491C  
 Trace: 3  
 MASTERCARD  
 \*\*\*\*\*8499  
 REF#: 00000003  
 1153-13  
 Chip  
 \*\*/\*\*  
**AMOUNT \$28.08**

**APPROVED**

MASTERCARD  
 AID: A000000041010  
 TVR: 00 00 00 80 00  
 TSI: E8 00

THANK YOU

CUSTOMER COPY

**FIRST AMENDMENT TO  
RESIDENTIAL PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO CONTRACT OF PURCHASE (the "Amendment") made effective this 11<sup>th</sup> day of March, 2022 between VIRGINIA HIGHLANDS AIRPORT AUTHORITY, a political subdivision of the Commonwealth of Virginia, ("Seller") and KATY L. KARTER ("Buyer").

WITNESSETH:

WHEREAS, Buyer and Seller entered into that certain Contract of Purchase with an Effective Date of February 18, 2022 (the "Contract") for the sale of certain real property located in Washington County, Virginia commonly known as 18254 Providence Rd, Abingdon, VA 24210, and having a tax map number of 124-A-2E (the "Property"), and

WHEREAS, as a result of the relocation of Virginia Route 611 (Providence Road), Buyer and Seller are aware of plans by the Virginia Department of Transportation ("VDOT") to abandon the old section of Route 611 (Providence Road) in accordance with Virginia Code Section 33.2-912, as shown in more detail on the VDOT sketch attached hereto as Exhibit 1 and incorporated herein; and

WHEREAS, Buyer and Seller have agreed to modify the terms of the Contract to the terms set forth herein to ensure future vehicular and pedestrian access to the Property and to adjacent property owned by the Seller; and

WHEREAS, capitalized terms not defined herein shall have the meanings ascribed to them in the Contract.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the agreements contained herein, the parties agree that the Contract is amended and reinstated subject to the following terms:

1. Buyer and Seller agree to cooperate in good faith after Settlement to execute and record reciprocal easements over and across their respective properties to allow for continued vehicular and pedestrian ingress and egress from the new Route 611 (Providence Road) to their respective properties upon confirmation that the old section of Route 611 has been abandoned by the Commonwealth of Virginia. The easements contemplated hereby shall be located within the boundaries of the abandoned old Route 611. Buyer and Seller shall be mutually responsible for the ongoing maintenance, repair and upkeep of the easement areas, and shall cooperate in good faith to determine a mutually agreeable apportionment of the costs of said maintenance, repair, and upkeep. If the parties cannot agree that the easement needs repair, or on the type or cost of repairs, the parties agree to obtain an independent arbitrator who will decide on the necessity of repairs and/or on the reasonableness of repair estimates. The decision of the arbitrator shall be final. The parties shall pay their prorated share of the cost of the arbitrator. The provisions of this paragraph shall survive Settlement.




In the event of any conflict or ambiguity between the terms and conditions set forth herein and in the Contract, the terms and conditions of this Amendment shall govern. Except as hereby amended, the terms of the Contract are hereby ratified and confirmed by Buyer and Seller, and such terms contained therein shall continue with the same force and effect as set forth herein and are incorporated herein by reference.

WITNESS the following signatures:

SELLER:

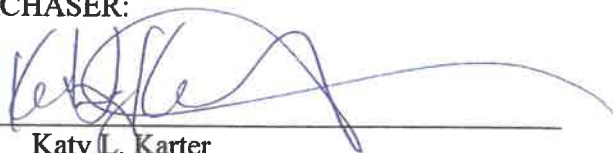
VIRGINIA HIGHLANDS AIRPORT AUTHORITY,  
a political subdivision of the Commonwealth of Virginia

Date: 03-14-22

By:   
Amber Miller, Administrative Assistant

PURCHASER:

Date: 03-14-2022

  
Katy L. Karter

220001339.001

PREPARED BY: LAWRENCE H. PEARSON, JR., ESQ. (VSB# 78915)  
MARK A. FLECKENSTEIN & ASSOCIATES, P.C.  
ATTORNEYS & COUNSELORS AT LAW  
311 S. ARTHUR ASHE BOULEVARD  
RICHMOND, VA 23220  
804-358-9400

Assessment: \$233,400.00

Consideration: 78,000.00

Tax Parcel No: 124-A-2E

Underwriter: Fidelity National Title Insurance Company

**THIS DOCUMENT IS EXEMPT FROM THE RECORDATION TAXES IMPOSED BY SECTION 58.1-802 OF THE CODE OF VIRGINIA (1950), AS AMENDED, PURSUANT TO SECTION 58.1-811.C.4 OF THE CODE OF VIRGINIA (1950), AS AMENDED.**

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made as of March 9, 2022, by and between **VIRGINIA HIGHLANDS AIRPORT AUTHORITY**, a public body of the Commonwealth of Virginia (the "Grantor") and **KATY LYNN KARTER** (the "Grantee").

**WITNESSETH:**

In consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants and conveys unto the Grantee, with Special Warranty of Title, that certain piece or parcel of land lying and being in Washington County, Virginia, and more particularly described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon and all appurtenances thereunto belonging, if any (the "Property").

This conveyance is made subject to (a) the lien of real estate taxes and assessments not yet due and payable, (b) any and all covenants, conditions, restrictions, easements, liens and other matters of record, (c) such matters as would be shown by a current and accurate survey and physical inspection of the Property, (d) the protective covenants, right of first refusal, and option to purchase described in more detail in Exhibit

B attached hereto and made a part hereof, which shall run with the land and bind the Grantee, her heirs, successors in interest, and assigns.

The Grantee covenants to include all the language herein pertaining to the protective covenants, right of first refusal, and option to purchase in any deed transferring title to the Property.

WITNESS the following signatures:

VIRGINIA HIGHLANDS AIRPORT  
AUTHORITY, a public body of the  
Commonwealth of Virginia

By: Amber Miller  
Amber Miller, Administrative Assistant

COMMONWEALTH OF VIRGINIA         )  
  ) ss.  
CITY/COUNTY OF Washington        )

The foregoing instrument was acknowledged before me on March 14, 2022, by Amber Miller, Administrative Assistant and duly authorized agent of Virginia Highlands Airport Authority, a public body of the Commonwealth of Virginia.

[SEAL]

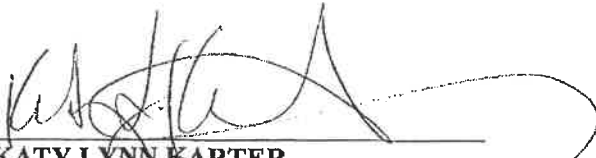
[Signature]  
Notary Public



My commission expires: March 31, 2023

Registration number: 7145835

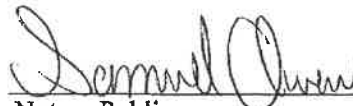
GRANTEE:

  
KATY LYNN KARTER

STATE OF Tennessee )  
CITY/COUNTY OF Sullivan ) ss.

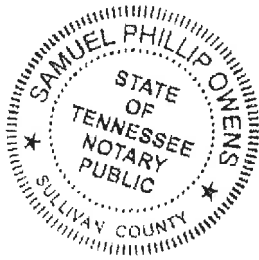
The foregoing instrument was acknowledged before me on March 14, 2022, by Katy Lynn Karter.

[SEAL]

  
Notary Public

My commission expires: 8/26/24

Registration number: N/A



Grantee's Address: 18254 Providence Road  
Abingdon, VA 24210

EXHIBIT A

Property Description

ALL that certain parcel of land containing 2.50 acres, more or less, together with all improvements thereon, situated, lying and being in the Harrison Magisterial District of Washington County, Virginia, as the same is shown and described on that certain plat entitled in part "BERNARD R. & LORETTA J. SIMMONS", by Joe T. Gollehon, dated February 15, 1991, and upon which plat the real property conveyed herein is more particularly bounded and described as follows:

BEGINNING at a stake in the westerly side of Virginia Secondary Route No. 611; thence N 72 36 30 W 362.39 feet to a stake; thence N 17 23 30 E 300.00 feet to a stake; thence S 72 36 30 E 362.79 feet to a stake in the westerly side of Virginia Secondary Route No. 611; thence with the westerly side of Virginia Secondary Route No. 611, S 17 23 30 W 300.00 to the point of BEGINNING.

TOGETHER WITH an appurtenant easement over, across, under and through that certain parcel that is adjacent to the southern boundary of the above described property, which easement is for the purpose of installing, maintaining, repairing and replacing septic field lines for the septic system that services the property herein conveyed, which easement area is described as follows:

BEGINNING at a point situate N 72 36 30 W 193.67 feet from the southeast corner of the above conveyed property, thence from said Beginning point, S 9 57 E 163.73 feet to a point; thence N 72 36 30 W 90.00 feet to a point; thence N 9 57 W 163.73 feet to a point in the southern line of the above conveyed real property, thence S 72 36 30 E 90.00 feet to the point of BEGINNING.

And being the same property conveyed to Virginia Highlands Airport Authority, a public body of the Commonwealth of Virginia by Deed dated July 8, 2014, from Robert S. Jones and Carol F. Jones, husband and wife, of record as Instrument No. 140003146 in the Clerk's Office for the Circuit Court of Washington County, Virginia. See also Deed of Gift of Surface and Overhead Avigation Easement dated February 4, 2022 by the Virginia Highlands Airport Authority of record as Instrument No. 220000660 in said Clerk's Office.

Being also known as 18254 Providence Road, Abingdon, Virginia 24210.

EXHIBIT B

**PROTECTIVE COVENANTS FOR THE BAKER-ST. JOHN HOUSE**

**WHEREAS**, the Baker-St. John House, located at 18254 Providence Road, Washington County, Virginia, hereinafter referred to as the Subject Property, is a building of recognized historical and architectural significance; and,

**WHEREAS**, pursuant to that certain Memorandum of Agreement by and between the Federal Aviation Administration, the Virginia State Historic Preservation Office, and the Virginia Highlands Airport Authority (hereafter the "Authority"), dated April 13, 2010 and Amended June 8, 2015, the Authority agreed to take certain actions to ensure that the historically and architecturally significant features of the Subject Property are preserved and maintained for the benefit of future generations; and

**WHEREAS**, the Authority and the Grantee both desire that the historic Baker-St. John House be preserved for the enjoyment and edification of future generations; and

**WHEREAS**, the Authority and Grantee both desire that the Subject Property shall retain its historically and architecturally significant features, while being sympathetically adapted and altered, where necessary, to provide for contemporary uses; and

**WHEREAS**, the Authority and Grantee both desire that the Subject Property shall not be subdivided in order to preserve its integrity of site;

**NOW THEREFORE**, the Grantee hereby agrees that the Subject Property shall be and shall permanently remain subject to the following agreement, easements, covenants and restrictions:

1. These covenants shall be administered solely by the Authority, its successors in interest or assigns; and in all subsequent conveyances of the Subject Property, the Authority, its successors in interest or assigns shall be the sole party entitled to administer these covenants. In the event that the Authority, or its successors in interest by corporate merger cease to exist, then in such event the Authority shall assign all of its rights and interests in these easements, covenants, and conditions subject to such duties and obligations which it assumes hereby to a non-profit corporation organized primarily to preserve historic and architectural resources in southwest Virginia; if no such corporation be available for such assignment then, under such circumstances such assignment shall be made to the Commonwealth of Virginia which shall be the sole party entitled to administer those covenants.

**Maintenance**

2. The Grantee covenants and agrees to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties (1992) so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said standards are attached hereto and incorporated in these covenants by reference.

**Prior Approval Required For Modifications**

3. Unless prior written approval by a duly authorized officer of the Authority is obtained, no alteration, physical or structural change, or changes in the color, material or surfacing to the exterior of the Baker-St. John House shall be made.

4. Unless the proposed plans and exterior designs have been approved in advance in writing by a duly authorized officer of the Authority, no alteration, physical or structural change, or changes in the exterior color, material or surfacing of the Baker-St. John House shall be constructed or permitted to be built or made upon the Subject Property. The Authority in reviewing the plans and designs for any addition or additional structure shall consider the following criteria: exterior building materials; height; fenestration; roof shapes, forms, and materials; surface textures; expression of architectural detailing; scale; relationship of any additions to the main structure; general form and proportion of structures; orientation to street; setback; spacing of buildings, defined as the distance between adjacent buildings; lot coverage; use of local or regional architectural traditions; and effect on archeological resources. Contemporary designs for additions or additional structures shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, color, material and character of the property and its environment.

5. Neither the Baker-St. John House nor any part thereof may be removed or demolished without the prior written approval of a duly authorized officer of the Authority, which approval shall be withheld unless the preservation objectives of these covenants are determined to no longer be prudent or feasible.

6. No portion of the Subject Property may be subdivided.

7. Express written approval of the Authority is required for removal of living trees greater than twelve inches in diameter at a point four feet above the ground from the Subject Property unless immediate removal is necessary for the protection of any persons coming onto the Subject Property or of the general public; for the prevention or treatment of disease; pursuant to any airspace easements or height restrictions related to the operation of the Virginia Highlands Airport, or for the protection and safety of the Baker-St. John House or other permanent improvements on the Subject Property. Any tree of the aforementioned size which must be removed shall be replaced within a reasonable time by a new tree of a substantially similar species. If so requested, the Authority may approve the use of an alternate species.

8. All requests for approval of modifications made under Paragraphs 3, 4, 5, and 7 hereof shall be evaluated by the Authority in consultation with the Washington County Historical Society.

**Covenant to Obey Public Laws**

9. The Grantee shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.

**Right of First Refusal**

10. In case of any contemplated sale of the Subject Property or any interest therein by the Grantee or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the Authority, its successors or assigns. If the Authority so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of the Authority to notify the then owner of its intention to exercise this right of first refusal within such thirty (30) day period shall free the owner to sell pursuant to the bona fide offer. The Authority may, in its discretion, waive its right of first refusal in writing, upon written receipt of such bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the property, any right to repurchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

**Inspection**

11. Representatives of the Authority shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Grantee with the terms of these covenants. The Authority and its representatives shall have the right to conduct regular periodic inspections at least once annually, and may conduct additional inspections as circumstances necessitate, so long as such inspections are reasonably necessary to monitor compliance with the covenants herein and do not unreasonably disturb Grantee's quiet enjoyment of the Subject Property.

**Public Access**

12. The general public shall have access to, and be permitted to enter upon, the Subject Property to view the exterior features herein protected at the Grantee's discretion at various times and intervals during each year at times and in such manner as are both desirable to the public and convenient with the Grantee. Nothing shall be erected or allowed to grow on the Subject Property which would impair the current level of visibility of the property and the buildings from the street level of any adjacent public right of way. Nothing herein shall create a right of the general public to enter the interior of the Baker-St. John House or any other improvement that may be located upon the Subject Property.

**Hazardous Materials**

13. The properties the Authority seeks to protect may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint,



asbestos, or some other hazards that may need to be removed or encapsulated before the buildings are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. The Authority does not have the resources to correct these problems and cannot take responsibility for the condition of the properties it seeks to protect. The Authority is not liable in any way for any hazards, defects, or other problems with the properties under covenants.

**Extinguishment**

14. The Grantee and the Authority recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment of these Protective Covenants. Such an extinguishment must comply with the following requirements:

- (a) The extinguishment must be the result of a final judicial proceeding;
- (b) The Authority shall be entitled to share in the net proceeds resulting from the extinguishment in an amount in accordance with the then applicable regulations of the Internal Revenue Service of the U. S. Department of the Treasury;
- (c) The Authority agrees to apply all of the portion of the net proceeds it receives to the preservation and conservation of other property or buildings having historical or architectural significance to the people of Washington County, Virginia;
- (d) Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds or awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale or exchange by Grantee of any portion of the Subject Property after the extinguishment;

**Remedies**

15. In the event of a violation of covenants contained in Paragraphs 2, 3, 4, and 5 hereof, the Authority then shall have an option to purchase the Subject Property, provided that it shall give the Grantee written notice of the nature of the violation and the Grantee shall not have corrected same within the ninety (90) days next following the giving of said notice. The option to purchase shall terminate if not exercised within six months thereafter. The purchase of the Subject Property, pursuant to the exercise of the option retained hereby, shall be at a price equal to the then market value of the Subject Property, subject to restrictive covenants, as determined by agreement of the then owner and the Authority, or, in the absence of such agreement, by a committee of three appraisers, one to be selected by the Authority, one to be selected by the then owner, and the other to be designated by the two appraisers selected by the Authority and the owner respectively. Provided, however, that if there are outstanding deeds of trust or other encumbrances against the property, any right to purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

16. In the event of a violation of these covenants and restrictions, all legal and equitable remedies, including injunctive relief, specific performance, and damages, shall be available to the Authority. No failure on the part of the Authority to enforce any covenant or restriction herein nor the waiver of any right hereunder by the Authority shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the Authority to enforce the same in event of a subsequent breach or default. In any case where a court finds that a violation has occurred, the court may require the Grantee to reimburse the Authority for all expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees.

17. Except as otherwise provided herein, there shall be assessed by the Authority and collected from the purchasers of the Subject Property, or any portion thereof subject to these covenants and restrictions, a transfer fee equal to twenty-five one-hundredths of one percent (0.25%) of the sales price of such property, or any portion thereof, which transfer fee shall be paid to the Authority and used by the Authority for the purpose of preserving the historical, architectural, archeological or cultural aspects of real property. Such fee shall not apply to inter-spousal transfers, transfers by gift, transfers between parents and children, transfers between grandparents and grandchildren, transfers between siblings, transfers between a corporation and any shareholders in the same corporation who owns 10 percent (10%) or more of the stock in such corporation and transfers between a limited liability corporation and any member who owns more than ten percent (10%) of such limited liability corporation, transfers by Will, bequest, intestate succession or transfers to the Authority (each of the foregoing hereinafter referred to as an "Exempt Transfer"); provided, however, that such fee shall not apply to the first non-exempt transfer of the Subject Property, but shall apply to each non-exempt transfer thereafter. In the event of non-payment of such a transfer fee, the amount due shall bear interest at the rate of 12% (twelve percent) per annum from the date of such transfer, shall, together with accrued interest, constitute a lien on the real property, or any portion thereof, subject to these covenants and restrictions and shall be subject to foreclosure by the Authority. In the event that the Authority is required to foreclose on its lien for the collection of the transfer fee, and/or interest thereon, provided for herein, the Authority shall be entitled to recover all litigation costs and attorney's fees incurred at such foreclosure, which litigation costs and attorney's fees shall be included as part of the lien and recoverable out of proceeds of the foreclosure sale. The Authority may require the purchaser and/or seller to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds, affidavits or such other evidence, and purchaser shall be obligated to provide such information within forty-eight (48) hours after receipt of written request for such information from the Authority.

**Insurance**

18. Grantee shall insure the Subject Property against damage by fire or other catastrophe. If the original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance

proceeds shall be used to rebuild those portions of the Subject Property in accordance with the standards in Exhibit B. The Grantee shall keep the Subject Property insured under a comprehensive general liability policy that names the Authority as an additional insured and that protects the Grantee and the Authority against claims for personal injury, death and property damage.

**Mortgage Subordination**

19. All mortgages and rights in the property of all mortgagees are subject and subordinate at all times to the rights of the Authority to enforce the purposes of these covenants and restrictions. Grantee will provide a copy of these covenants and restrictions to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these covenants and restrictions. The subordination provisions as described above relates only to the purposes of these covenants and restrictions, namely the preservation of the historic architecture and landscape of the Subject Property.

**Duration of Covenants**

20. The Grantee does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the Grantee, her heirs, successors, and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property.

21. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**SECRETARY OF THE INTERIOR'S  
STANDARDS FOR THE REHABILITATION OF HISTORIC PROPERTIES  
36 C.F.R. § 67.7 1992.**

**REHABILITATION** is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

**STANDARDS FOR REHABILITATION**

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**TRUE COPY CERTIFICATION**

I, Katie Long, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Katie Long  
KATIE LONG

**STATE OF TENNESSEE  
COUNTY OF SULLIVAN:**

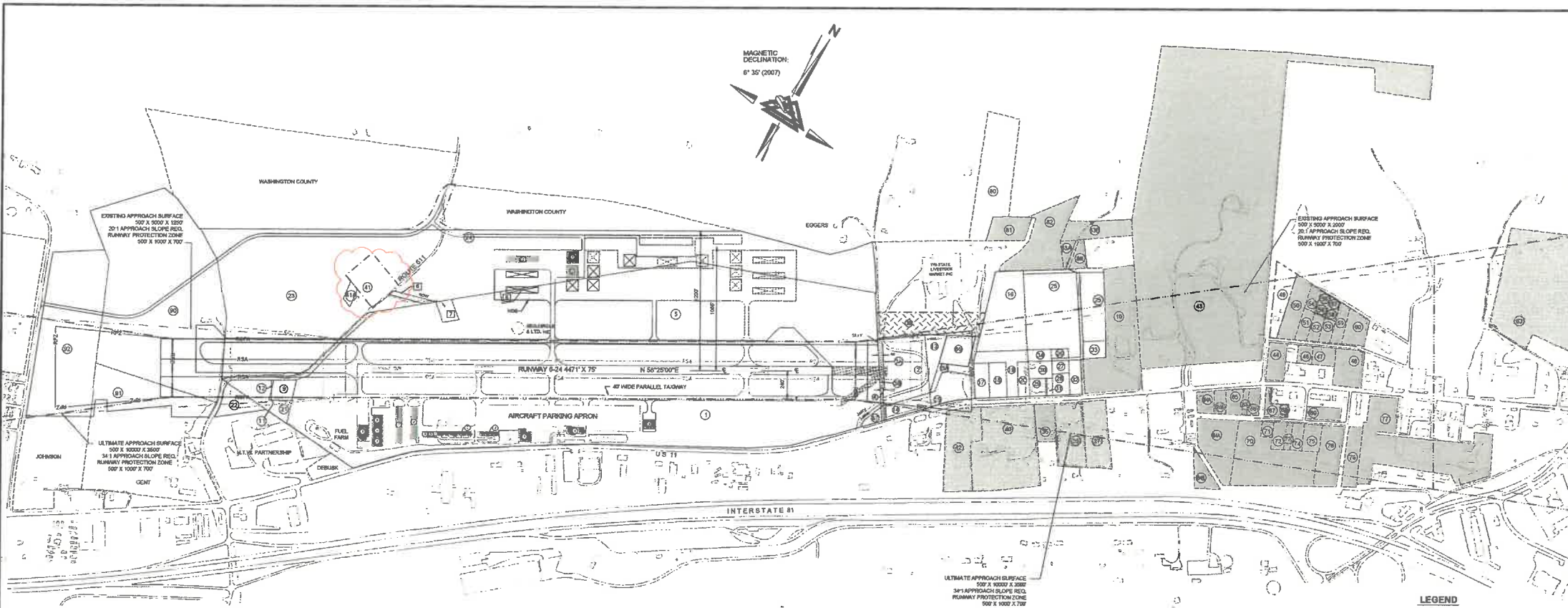
Before me personally appeared me, James Randall Brooks Jr., a notary public for this county and state, Katie Long, to me known to be the person described in and who executed the foregoing instrument, or proved to me on the basis of satisfactory evidence, and acknowledged that she executed the same as the foregoing instrument for the purposes therein contained.

James Randall Brooks Jr.  
Notary Public

My commission expires:  
SEE STAMP



INSTRUMENT # 220001339  
E-RECORDED IN THE CLERK'S OFFICE OF  
WASHINGTON COUNTY ON  
MARCH 14, 2022 AT 12:56PM  
\$233.50 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$116.75 LOCAL: \$116.75  
TRICIA S. MOORE, CLERK  
RECORDED BY: SHD



**NOTES:**

- 1. SEE SHEET 10 FOR PROPERTY TRANSACTION DATA.

**JULY 1995**

ANY USE OR REUSE OF ORIGINAL OR ALTERED CADD DESIGN MATERIALS BY CLIENT, AGENTS OF CLIENT, OR OTHER PARTIES WITHOUT THE REVIEW AND WRITTEN APPROVAL OF DESIGN PROFESSIONAL SHALL BE AT THE SOLE RISK OF THE CLIENT. FURTHERMORE, CLIENT AGREES TO DEFEND, INDEMNIFY, AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ALL CLAIMS, INJURIES, DAMAGES, LOSSES, EXPENSES, AND ATTORNEY'S FEES ARISING OUT OF THE MODIFICATIONS OR REUSE OF THESE MATERIALS.

**AUGUST 1995**

THIS MAP WAS PREPARED BY TALBERT AND BRIGHT, INC., AS PART OF THE VIRGINIA HIGHLANDS AIRPORT MASTER PLAN. THE PURPOSE OF THIS MAP IS TO DEPICT THE EXISTING FACILITIES AND PLANNED DEVELOPMENT RELATIVE TO THE EXISTING AND PLANNED LAND INTEREST AT THE VIRGINIA HIGHLANDS AIRPORT AND IS NOT THE RESULT OF ANY BOUNDARY SURVEYS BY TALBERT AND BRIGHT, INC. ALL PARCEL BOUNDARY AND PROPERTY TRANSACTION DATA WAS TAKEN FROM THE CADD FILE 93180A.DWG, VIRGINIA HIGHLANDS AIRPORT "EXHIBIT A", WHICH REPRESENTS ALL KNOWN PROPERTY TRANSACTIONS AT THE VIRGINIA HIGHLANDS AIRPORT, PREPARED BY DELTA AIRPORT CONSULTANTS, INC., DATED JULY 1995 WITH ITS USE APPROVED WITH ALL DISCLAIMERS BY THE VIRGINIA DEPARTMENT OF AVIATION AND ALL OTHER PARTIES.

**APRIL 2001**

PARCELS HAVE BEEN DIGITIZED FROM COUNTY TAX MAPS AND HAVE NOT BEEN SURVEYED. THE AUGUST 1995 EXHIBIT "A" CADD FILE: V.H.AIR.DWG PREPARED BY TALBERT & BRIGHT, INC. WAS USED AS THE BASE DRAWING FOR THIS PROPERTY EXHIBIT.

**MARCH 2003**

PLANIMETRICS UPDATED VIA AERIAL SURVEY PROVIDED BY POTOMAC AERIAL SURVEY. AVIGATION EASEMENT PARCEL BOUNDARIES PROVIDED BY WASHINGTON COUNTY GIS DEPARTMENT.

**PHASING**

- PHASE I 2002-2007
- PHASE II 2008-2012
- PHASE III 2013-2022
- ULTIMATE 2023-BEYOND

**BUILDINGS**

- 1 TERMINAL
- 2 T-HANGAR
- 3 CORPORATE HANGAR

**LEGEND**

- PARCEL NUMBER
- ENCUMBRANCE
- AIRPORT PROPERTY LINE (FEE SIMPLE)
- - - AIRPORT PROPERTY LINE (PROPOSED)
- INTERIOR PARCEL LINE
- ADJACENT PARCEL LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED LAND ACQUISITION - FEE SIMPLE
- 907 EXISTING RUNWAY PROTECTION ZONE
- RPZ PROPOSED RUNWAY PROTECTION ZONE
- 95A EXISTING RUNWAY SAFETY AREA
- RSR EXISTING RUNWAY SAFETY AREA
- EXISTING RUNWAY OBJECT FREE AREA
- ROFA PROPOSED RUNWAY OBJECT FREE AREA
- EXISTING FAR PART 77 APPROACH SURFACE
- PROPOSED FAR PART 77 APPROACH SURFACE

Scale: 1"=400' feet

NO.	REVISIONS	BY	APP.	DATE
1	PARCEL 34 ACQUISITION	AMT	MAC	01/20/03
2	PARCEL 13 & 16 - VARIANT ACQUISITION	AMT	JPR	07/02/02
3	PLP UPDATE	DWS	ELB	03/20/02
4	PARCEL 46, 55A & 55B EASEMENT ACQUISITION	LKH	JPR	12/24/02
5	PARCEL 14, 15, 15A & 17 VARIANT PROPERTY ACQUISITION AND PARCELS 49 & 49 EASEMENT ACQUISITION	LKH	CMA	01/15/03
6	PARCEL 74 & 59 EASEMENT ACQUISITION	LKH	JPR	05/10/03
7	PARCELS 10, 16A, 16B, 17 & 18 EASEMENT ACQ.	LKH	TDS	06/11/03
8	ADDITION OF 55A, 55B, 55C	DWS	TDS	12/14/02
9	PARCELS 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	DES	DES	10/15/02
10	CONFORMANCE OF PARCEL 41 AND EASEMENT OF PARCEL 42A	EOL	EOL	03/10/03

**AIRPORT PROPERTY MAP**  
**VIRGINIA HIGHLANDS AIRPORT**  
**ABINGDON, VIRGINIA**

**DELTA AIRPORT CONSULTANTS, INC.**  
 www.deltairport.com

DRAWN BY: DWS/MS SCALE: 1" = 400'  
 CHECKED BY: ELB/SKT DATE: MARCH 2003

SHEET **9** OF **10**

DRAWING: V.H.AIRPORT LAYOUT.L1



PROPERTY TRANSACTIONS AT THE VIRGINIA HIGHLANDS AIRPORT

REF. #	FROM TO WITH	NAME	FAA PROJECT	INST.	DATE	DB/PG INST. #	ACREAGE		REMARKS	
							PARCEL	TOT. FEE SAMPLE		
1	F	JONES, et al	N/A	D	10-17-87	428056	100.53	100.53		
2	F	McCRADY & MUSSER	N/A	D	1-8-70	454058	6.45	106.96		
3A	F	McCRADY & MUSSER	N/A	E	1-14-69	442738			AVIGATION EASEMENT ACROSS 47 RW	
3B	F	McCRADY & MUSSER	N/A	E	1-8-70	454058			AVIGATION EASEMENT ACROSS 47 RW	
4	F	McCRADY & MUSSER	N/A	E	1-8-70	454058			AVIGATION EASEMENT ACROSS 47 RW	
5	F	JONES, et al	AP05	D	11-12-84	694419	51.88	158.84		
6	T	JONES, et al	AP05	E	11-12-84	694419			ENCUMBRANCE EASEMENT	
7	T	JONES, et al	AP05	E	11-12-84	694419			ENCUMBRANCE EASEMENT	
8	T	JONES, et al	AP05	E	11-12-84	694419			ENCUMBRANCE EASEMENT	
9	F	EMMANUEL BAPTIST CHURCH	AP08	D	7-11-85	704988	0.73	159.37		
10	F	EMMANUEL BAPTIST CHURCH	AP1	E	7-28-88	8788				
11	T	EMMERT, et al	N/A	D	11-20-85	715128	(0.02)	159.35		
12	F	EMMERT, et al	N/A	D	11-20-85	715128	0.02	159.37		
13	F	HIGHLANDS PROPERTIES, INC.	AP10	D	02-08-86	759850	1.10	180.47		
14	F	HIGHLANDS PROPERTIES, INC.	AP28 & 29	D	12-15-09	#000008143	1.10	181.57		
15	F	HIGHLANDS PROPERTIES, INC.	AP28 & 29	D	12-15-09	#000008143	1.71	183.28		
15A	F	HIGHLANDS PROPERTIES, INC.	AP28 & 29	D	12-15-09	#000008143	0.80	183.89		
16	F	SAMMY T. & SUZANNE ROBINSON	AP08	D	3-10-82	832348	5.42	186.30		
17	F	ELIZABETH & MARTIN ROARK	AP10	D	2-10-92	83098	0.89	170.19		
18	F	BESS B. & ROBERT T. LLEMELLYN	AP12	D	8-24-00	7099429	1.03	171.22		
19	F	BLK. WRIGHT, JR.	AP09	D	8-10-82	839741	1.75	172.97		
20	F	BLK. & THADA WRIGHT, JR.	AP09	D	8-10-82	839741	0.87	173.54		
21	F	DONALD R. & MARGARET EMMERT	AP09	D	8-26-91	820795	2.05	175.89		
22	F	H.T.W. PARTNERS HP	AP09	D	5-17-88	842847	1.39	177.05		
23	F	SMITHSON DEVELOPMENT COMPANY	AP13	D	1-18-01	8 09875	80.0	237.05		
24	F	WASHINGTON COUNTY	AP17	D	1-18-01	8 09875	15.2	252.25		
25	F	LILLIAN HITE WAGNER	AP10	D	12-16-82	853748	9.90	282.05		
26	F	WILLIAM C. & AUDREY A. SMITH	AP11	D	11-23-83	878405	0.27	282.32		
27	F	ERNEST & KATHRYN L. BURGER	AP11	D	11-23-83	878359	0.36	282.70		
28	F	ARTHUR MULLINS JR. & PATRICIA A.	AP11	D	10-18-83	875222	0.64	283.34		
29	F	JOHN J. CARRICO, et al	AP11	D	7-11-94	895400	0.47	283.81		
30	F	LILLIAN K. CANTOR ESTATE	AP11	D	12-06-84	905615	0.74	284.55		
31	F	J. M. & TAMALA SMITH	AP11	D	12-01-83	878994	0.17	284.72		
32	F	PEGGY ODUM, et al	AP11	D	02-08-84	883832	0.70	285.42		
33	F	CAROLYN RANDOLPH	AP11	D	10-18-83	875219	0.62	286.04		
34	F	SONIA L. ASHBY DOTSON	AP11	D	02-07-84	883586	0.48	286.52		
35	F	HILL H. GENTRY, et al	AP18	E	12-08-03	#000044753		1.02	0.60	AVIGATION EASEMENT
36	F	FOUR APPLES, LLC	ULTIMATE	PE				2.58		PROPOSED AVIGATION EASEMENT
37	F	J. F. & ADREN ELDRIDGE	ULTIMATE	PE				2.87		PROPOSED AVIGATION EASEMENT
38		OMITTED								
39		TRI-STATE LIVESTOCK MARKET INC.	PHASE I	PD			4.23			PROPOSED FEE SIMPLER 77
40		OLENOR C. & CAROL R. LINDSTROM	ULTIMATE	PE				4.0		PROPOSED AVIGATION EASEMENT
41*		ROBERT S. JONES & CAROL F. JONES	AP 32	D	07-08-14	#140003146	9.49	286.52		RW EXTENSION PHASE II
41A		ROBERT S. JONES & CAROL F. JONES	AP 32	D	07-08-14	#220000690	0.33	286.85		PROPOSED AVIGATION EASEMENT
42		OLENOR C. & CAROL R. LINDSTROM	PENDING	PE				8.2		PROPOSED AVIGATION EASEMENT
43	F	AFFILIATED SERVICE GROUP	AP 30	E	11-09-12	#130001036		75.066	84.758	AVIGATION EASEMENT
44	F	WILLIAM D. & JEAN D. COLSTON	AP 18	E	07-02-03	#000039487		1.2	85.956	AVIGATION EASEMENT
45		OMITTED								
46	F	JACK D. JR. & BARBARA CLAYMAN	AP 18	E	07-27-04	#040008199		0.58	86.538	AVIGATION EASEMENT
47	F	MARGARET HARPER TAYLOR	AP 18	E	08-23-04	#040008948		0.79	87.326	AVIGATION EASEMENT
48	F	SINGLETON AUTO PARTS	AP 25	E	10-20-09	#000080601		1.74	89.088	AVIGATION EASEMENT
49	F	GENEVIA THOMAS CASSELL	AP 18	D	07-12-04	#040038708		1.78	288.81	FEE SIMPLE
50	F	KENNETH B. & LOIS A. MORRISON	AP 18	E	09-03-04	#040037313		1.788	90.831	AVIGATION EASEMENT
51	F	RAYMOND R. MULLINS	AP 20	E	07-02-03	#000029846		0.83	91.491	AVIGATION EASEMENT
52	F	HENRY L. & CAROL VANHOOSE	AP 16	E	07-07-05	#050002009		0.99	82.011	AVIGATION EASEMENT
53	F	NANCY L. MUSICK	AP 16	E	07-12-04	#040035713		0.47	82.481	AVIGATION EASEMENT
54	F	RAYMOND B. & LOIS J. LANG	AP 16	E	08-23-04	#040008948		0.538	93.019	AVIGATION EASEMENT
55	F	RAYMOND B. & LOIS J. LANG	AP 16	E	08-23-04	#040008950		0.2	93.219	AVIGATION EASEMENT
56	F	RAYMOND B. & LOIS J. LANG	AP 16	E	08-23-04	#040008950		0.2	93.419	AVIGATION EASEMENT
57	F	ANGELA D. & STEPHEN H. PEDIGO	AP 16	E	05-16-03	#000038840		0.2	93.819	AVIGATION EASEMENT
58	F	ANGELA D. & STEPHEN H. PEDIGO	AP 16	E	05-16-03	#000038840		0.2	93.819	AVIGATION EASEMENT
59	F	EGBERT WOLFE	AP 16	E	08-08-05	#050008504		0.738	94.567	AVIGATION EASEMENT
60	F	MARY C. WOLFE	AP 16	E	08-03-04	#040037312		1.18	95.737	AVIGATION EASEMENT
61		OMITTED								
62		OMITTED								
63		L.P. & H.L. JOHNSON	PENDING	PE				33.49		PROPOSED AVIGATION EASEMENT
64A		JIMMY PHILLIPS, JR. & STEPHEN CARL PHILLIPS	AP 27	E	05-24-12	#120002936				PROPOSED AVIGATION EASEMENT
64B		JIMMY H. PHILLIPS JR.	AP 27	E	05-24-12	#120002936		5.14		AVIGATION EASEMENT
65	F	JOHN M. JR. & NANCY D. PAYNE	AP 20	E	12-08-03	#000044754		0.77	101.847	AVIGATION EASEMENT
66	F	FARMLANDS, INC.	AP 20	E	01-07-05	#050000210		0.85	102.287	AVIGATION EASEMENT
67	F	ROBERT L. TAPSCOTT	AP 20	E	07-18-06	#080004802		0.9		PROPOSED AVIGATION EASEMENT
68	F	STEPHEN J. HENNINGER	AP 20	E	02-08-04	#040008975		0.3	102.587	AVIGATION EASEMENT
69	F	COMMONWEALTH OF VIRGINIA	AP 20	E	04-30-07	#700033869		1.25	103.847	AVIGATION EASEMENT
70	F	RICHARD ROARK	AP 20	E	12-09-03	#000044795		7.0	110.847	AVIGATION EASEMENT
71	F	MARK WAYNE ANDERSON	AP 20	E	12-08-03	#000044756		0.27	111.117	AVIGATION EASEMENT
72	F	JACK K. & DOROTHEA J. REYNOLDS	AP 20	E	02-04-04	#040008959		0.50	111.817	AVIGATION EASEMENT
73	F	HARRY W. JR. & LINDA S. PUGH	AP 20	E	03-13-04	#040002078		0.24	111.857	AVIGATION EASEMENT
74	F	THEODORE P. SAUNDERS	AP 20	E	05-22-05	#050005145		0.50	112.357	AVIGATION EASEMENT

REF. #	FROM TO WITH	NAME	FAA PROJECT	INST.	DATE	DB/PG INST. #	ACREAGE		REMARKS		
							PARCEL	TOT. FEE SAMPLE			
75	F	PAUL W. WORLEY, JR. & MAIDA L. WORLEY	AP 20	E	08-16-05	#050006782		0.73	113.97	AVIGATION EASEMENT	
76	F	SAMUEL S. PRICE	AP 27	E	03-18-08	#08001703		5.0	116.087	AVIGATION EASEMENT	
77	F	DUTT & WAGNER OF VA	AP 20	E	01-07-05	#050000208		12.24	130.327	AVIGATION EASEMENT	
78		RESERVED									
79		RESERVED									
80		JERRY A. & DORINDA B. EGERS		E	09-18-11	#110004838				FORMER TEMPORARY EASEMENT (8/ AC)	
81	F	CHARLES F. WHITEAKER	AP 20	E	12-09-03	#000044757		2.0	132.327	AVIGATION EASEMENT	
82	F	J.H. & JOYCE A. SELF	AP 20	E	03-07-06	#00001519		5.36	137.887	AVIGATION EASEMENT	
83A	F	ANN MORRISON	AP 20	E	02-05-07	#70000837		0.43	136.117	AVIGATION EASEMENT	
83B	F	ANN MORRISON SELF-LIFE ESTATE	AP 20	E	02-05-07	#70000936		2.0	140.117	AVIGATION EASEMENT	
84		RESERVED									
85		RESERVED									
86	F	WRIGHT EQUIPMENT COMPANY	N/A	D	9-13-02	#000029228	1.27	298.88		PARCEL EXCHANGED FOR PARCEL 87 WHICH WAS SUBSEQUENTLY PURCHASED UNDER AP 28 & 29	
87	F	HIGHLANDS PROPERTIES, INC.	AP 28 & 29	D	12-15-09	#000008143	0.43	270.31		RPZ ACQUISITION	
88	F	OWENS DONITA & HOMER ALICE M.	AP 20	E	12-08-03	#000044758		0.25	140.367	AVIGATION EASEMENT	
89	F	ROY SELF, JR.	AP 27	E	01-07-09	#00000089		3.90	143.367	AVIGATION EASEMENT	
90		IRBY & ELIZABETH P. BEND	PENDING	D	08-03-14	#140000418		35.62	305.83	RW EXTENSION, PHASE II	
91		FRED B. GENT II	PENDING	D	08-03-18	#160003970		6.00	310.83	RW EXTENSION, PHASE II	
92		E.L. JOHNSON	PENDING	D	01-08-15	#150000078		18.113	327.043	RW EXTENSION, PHASE II	
		TOTALS:						327.043		143.367	

PE = PROPOSED EASEMENT  
PD = PROPOSED DEED

RELEASED OR SOLD AIRPORT PROPERTY									
REF. #	FROM TO WITH	NAME	FAA PROJECT	INST.	DATE	DB/PG INST. #	ACREAGE	ACREAGE	REMARKS
							PARCEL	TOT. FEE SAMPLE	
41*		KATY LYNN KARTER		D	03-09-22	#140003146	2.49	2.49	RELEASED TO 101 ONE-WAY AIRPORT HWY SOLD

\* PARCEL 41 WAS PURCHASED WITH AP FUNDS UNDER AP 32 SEE BOTH AIRPORT PROPERTY TABLE AND RELEASED OR SOLD AIRPORT PROPERTY TABLE.

NO.	REVISIONS	BY	APP.	DATE
1	PARCEL 28 ACQUISITION	AMT	MAC	8/17/01
2	PARCEL 13 & 16 - AVIATION ACQUISITION	AMT	JPR	4/18/02
3	ALP UPDATE	DWS	ELB	3/28/03
4	PARCEL 16, 18 & 19 EASEMENT ACQUISITION	LNH	JPR	7/25/07
5	PARCELS 14, 15, 16A & 87 AVIATION PROPERTY ACQUISITION AND PARCELS 48 & 49 EASEMENT ACQUISITION.	LNH	OMA	2/10/10
6	PARCEL 18 & 19 EASEMENT ACQUISITION	LNH	JPR	3/01/10
7	PARCELS 43, 44A, 48, 47, 19 EASEMENT ACQ.	DWS	TJB	8/21/10
8	ADDITION OF 82A, 80A	DWS	JTB	1/16/16
9	PARCELS 48, 49, 16 FEE SIMPLE ACQ.	DWS	ELB	12/19/17
10	CONVEYANCE OF PARCEL 41 AND BARGMENT OF PARCEL 41A	EKL	ELB	4/27/2020

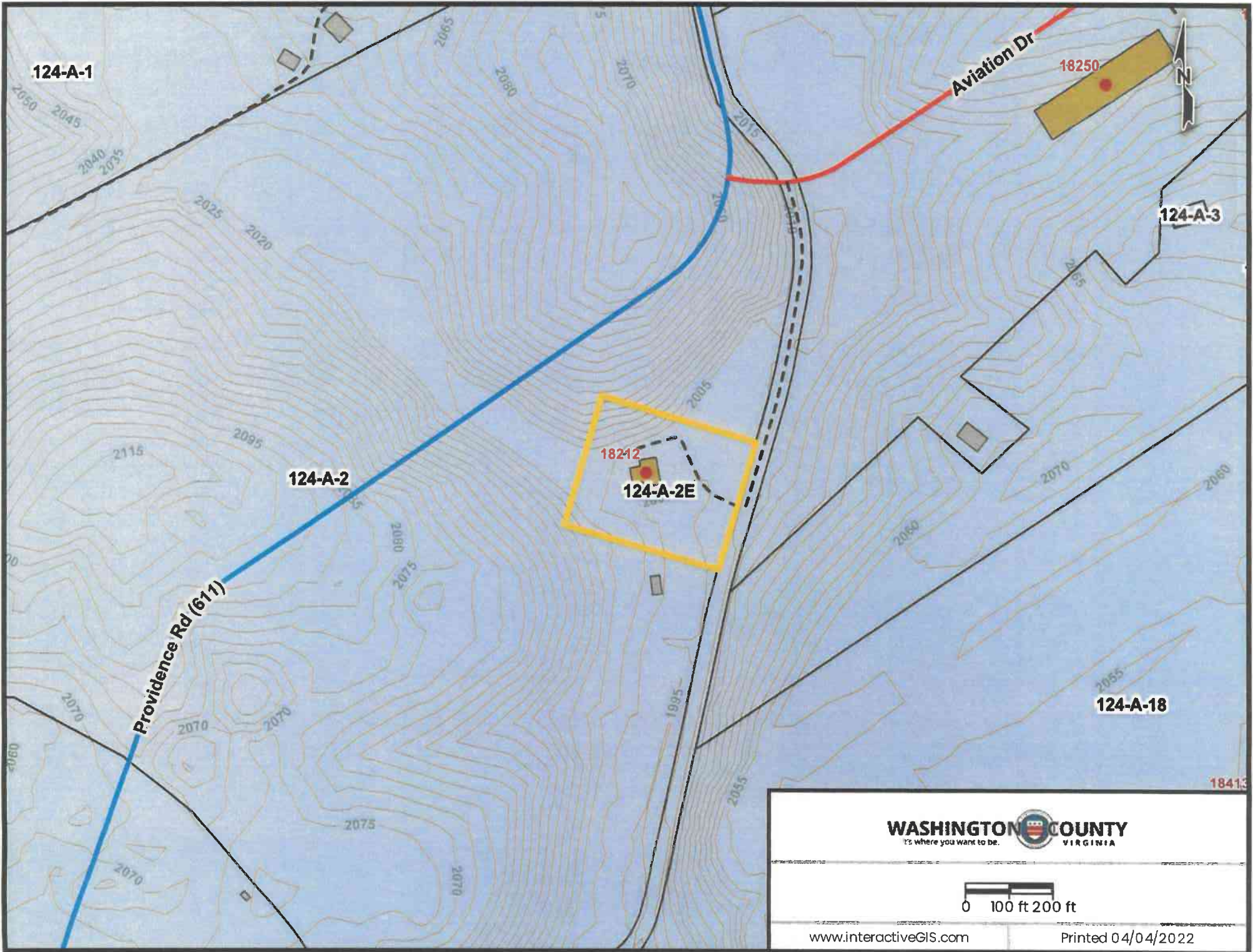
**AIRPORT PROPERTY TABULATION**

VIRGINIA HIGHLANDS AIRPORT  
ABINGDON, VIRGINIA

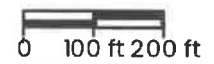
DELTA AIRPORT CONSULTANTS, INC.  
www.deltairport.com

DRAWN BY: DWS/MB SCALE: NONE  
CHECKED BY: ELB/ST DATE: MARCH 2003

SHEET 10 OF 10



**WASHINGTON COUNTY**  
It's where you want to be.  **VIRGINIA**



# **ATTACHMENT 5**