Brian P. Kemp
Governor

Georgia® Department of Community Affairs

Christopher Nunn
Commissioner

October 22, 2021

Sarah E. Wise
Team Lead, Coastal Branch
U.S. Army Corps of Engineers, Savannah District
100 West Oglethorpe Avenue
Savannah, Georgia 31401-3604
Attn: Jade Bilyeu, Project Manager

RE: Final Memorandum of Agreement
SAS 2021-00164: Construct Mixed Use Avemore Community Development,
Carrollton-Villa Rica Highway, Carrollton
Carroll County, Georgia
HP-210427-002

Dear Ms. Wise:

The Historic Preservation Division (HPD) has received the final Memorandum of Agreement (MOA) for the above-referenced project. Our comments are offered to assist the U.S. Army Corps of Engineers (USACE) in complying with the provisions of Section 106 of the National Historic Preservation Act, as amended.

HPD has reviewed the final MOA for the proposed project, which our office received September 28, 2020. HPD agrees that the stipulations proposed in the MOA are appropriate to address the adverse effect associated with this undertaking. Therefore, HPD is forwarding the signed agreement to your office for review and processing.

Please refer to project number **HP-210427-002** in any future correspondence regarding this project. If we may be of further assistance, please contact Stacy Rieke, Environmental Review Historian, at Stacy.Rieke@dca.ga.gov or by phone at (404) 486-6434.

V/r,

Dr. David Crass
Division Director and
Deputy State Historic Preservation Officer

DCC/smr

cc: Rodney Parker, USACE
Paul Jarrell, Three Rivers Regional Commission

MEMORANDUM OF AGREEMENT
AMONG THE U. S. ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT, WINCHESTER REAL ESTATE INVESTMENT COMPANY, LLC, AND THE GEORGIA STATE HISTORIC PRESERVATION OFFICER REGARDING THE AVEMORE COMMUNITY DEVELOPMENT, CARROLL CO, SAS 2021-00164, HP-210427-002

WHEREAS, the United States Army Corps of Engineers, Savannah District (the Corps) plans to permit the Avemore Community Development Project (undertaking) pursuant to Section 404 of the Clean Water Act (33 U.S.C. § 1344); and

WHEREAS, the undertaking consists of development of the Avemore Planned Community by Winchester Real Estate Investment Company, LLC (Winchester) on 82.59 acres on Parcels V07 0140003 and V07 0140004 located at Highway 61, Villa Rica, Carroll County, Georgia 30180 (33.70211° North, -84.94288° East; Attachment A); and

WHEREAS, the undertaking proposes to impact 0.012-acre of wetland and 290 linear feet (0.0199-acre) of intermittent stream; and

WHEREAS, the impacts to waters of the United States require Nationwide permit authorization from the Corps pursuant to Section 404 of the Clean Water Act (33 U.S.C. § 1344); and

WHEREAS, the Corps is the responsible federal agency pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108); and

WHEREAS, the Corps has determined the undertaking's Area of Potential Effect (APE) as defined in 36 CFR Part 800.16(d) and the Permit Area as defined in 33 CFR Part 325, Appendix C is as described in Attachment A of this MOA; and

WHEREAS, the Corps has determined that the undertaking will result in an adverse effect to the Williams Family Farm Historic District (National Register of Historic Places (NRHP) # 05000193) which is listed in the NRHP (Attachments B and C); and

WHEREAS, Winchester as an applicant for federal permitting is therefore an invited signatory, pursuant to 36 CFR § 800.2(c)(4); and

WHEREAS, the Corps has consulted with Georgia's State Historic Preservation Office (SHPO) pursuant to 36 CFR Part 800 and 33 CFR Part 325, Appendix C, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, the Corps has consulted with the Alabama-Coushatta Tribe of Texas, Alabama-Quassarte Tribal Town, Coushatta Tribe of Louisiana, Kialegee Tribal Town, Muscogee (Creek) Nation, Poarch Band of Creek Indians, Seminole Tribe of Florida, Seminole Nation of

Oklahoma, and Thlopthlocco Tribal Town, and none have requested to enter into this agreement as an invited signatory/concurring party; and

WHEREAS, the Corps has notified the following potential consulting party regarding the nature of the undertaking and informed the entity of our efforts to identify historic properties and were invited and elected to participate in the Section 106 process: University of West Georgia; and

WHEREAS, the Corps recognizes the relationship among the University of West Georgia, the Williams Family Farm, and the public, and that for over twenty years the University of West Georgia has assisted with public interpretation and curation at the Williams Family Farm; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) the Corps has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination with specified documentation and has invited the ACHP to comment and participate in consultation, and the ACHP has chosen not to participate pursuant to 36 CFR § 800.6(a)(1)(iii);

NOW, THEREFORE, Winchester, the Corps, and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

I. **STIPULATIONS**

The Winchester will ensure that the following measures are carried out by a professional meeting the applicable Secretary of Interiors Qualifications Standards as mitigation for adverse effects to the Williams Family Farm Historic District:

II. **PRESERVATION OF WILLIAMS FAMILY FARM (GOLDWORTH FARM) WITHIN HISTORIC FARM PARK**

Winchester shall establish the Williams Family Farm (Goldworth Farm) Historic Park and will preserve and rehabilitate a portion of the Williams Family Farm (Goldworth Farm) within the existing NRHP-listed boundary of the Williams Family Farm Historic District. As necessary, the main home, horse barn, livery stable, smokehouse, carriage house, and creamery will be rehabilitated, and the milking shed will be demolished and reconstructed within the Williams Family Farm (Goldworth Farm) Historic District in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. Additionally, a representative garden will be established within the preserved area, including ornamental gardens recorded as part of the Williams Family Farm Historic District.

In accordance with **Stipulation VIII** below, Winchester will provide plans to the Corps and SHPO for review and comment for all landscaping, preservation, restoration, demolition, reconstruction, stabilization, and/or rehabilitation activities along with a plan for on-going maintenance of the property and a plan for on-going public access.

III. **HISTORIC AMERICAN BUILDING SURVEY (HABS) DOCUMENTATION**

Prior to authorizing any demolition or other activity that could damage any building, Winchester will ensure that the silo and feed barn are documented in accordance with the standards and guidelines of the Historic American Building Survey (HABS). Unless otherwise agreed to by the National Parks Service (NPS) and SHPO, Winchester will ensure that all documentation is completed and accepted in writing by the NPS and SHPO prior to demolition. NPS, USACE, SHPO, and Winchester will consult to determine the appropriate level of HABS documentation, which may include a full set of measured drawings depicting existing or historic conditions, photographs with large-format negatives of exterior and applicable interior views and/or photocopies with large-format negatives of select, existing drawings or historic views that are produced in accordance with the U.S. Copyright Act (as amended), and a written history and description of the structures.

Winchester will provide NPS and SHPO a copy of the draft HABS documentation for review in accordance with **Stipulation VIII** below. Winchester will submit final HABS documentation to the NPS in accordance with requirements in the Secretary of the Interior's *Guidelines for Architectural and Engineering Documentation* (Federal Register, Vol. 68, No. 139, pp. 43159-43162, July 21, 2003). Once completed and accepted, the documentation will be placed in the Historic American Buildings Survey Collection at the Library of Congress where it will be available to the public.

IV. **PUBLIC EDUCATION STORY MAP**

Winchester shall provide for the development of a story map as a web-based tool to present the public with historical information about the Williams Family Farm Historic District. The story map will include a historical narrative about the Williams Family Farm that will be derived from historical sources and oral interviews, if possible. This information may be conveyed through a variety of media, including photographs, audio, and video. The story map will be hosted for a minimum period of three (3) years by the Williams Family Farm Historic Park or other approved entity. The draft and final content developed for the story map will be made available to SHPO for review in accordance with **Stipulation VIII** below, and the final content will be made available for permanent retention by the SHPO and the University of West Georgia.

V. **DURATION**

This Memorandum of Agreement (MOA) will expire if its terms are not carried out within five (5) years from the date of execution. Prior to any such expiration, the Corps may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with **Stipulation X** below.

VI. **POST-REVIEW DISCOVERIES**

If additional properties are discovered that may be historically significant, or if unanticipated effects on historic properties found, Winchester will notify the Corps who will consult with the SHPO. If the unanticipated discovery of human burials occurs, including burial features with no identifiable human remains, all work and ground disturbing activities within a 100-meter diameter

of the burial shall immediately cease and the Contractor shall immediately notify the medical examiner, the Corps, and Winchester within the same business day (8-hours). The Corps shall then notify the Office of the State Archaeologist and the SHPO. If the unanticipated discovery is determined to be Native American, in consultation with SHPO, the Corps will notify all concerned Tribal Historic Preservation Officers (THPO) within 48-hours of the discovery. No photography of the human remains, burials or funerary objects is permitted. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. Part 325.7. The Corps, in consultation with Winchester, SHPO, and THPO(s), shall develop a treatment and disposition plan. The Corps, in consultation with SHPO and Winchester, will implement a discovery plan in accordance with applicable state and federal laws (36 C.F.R. Part 800.13; 43 C.F.R. Part 10, Subpart B; Official Code of Georgia (OCGA) 36-72; OCGA 44-12-260, OCGA 31-21-6), if necessary. Undertaking activities shall not resume without written authorization from the State Archeologist, the SHPO, and the Corps.

VII. **MONITORING AND REPORTING**

Once a year and as appropriate following the execution of this MOA until it expires, is completed, or is terminated, Winchester will provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the Winchester's efforts to carry out the terms of this MOA

VIII. **REVIEW STIPULATION**

The Corps shall afford the SHPO and other consulting parties a 30-day period for review and comment following the receipt of delivery of submittals and reviews generated in support of the mitigation measures described above. If no comments are received at the end of these 30 days, the Corps will presume there are no objections. Any objections to the findings or plans proposed in these submittals will be addressed in accordance with **Stipulation IX** below.

IX. **DISPUTE RESOLUTION**

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Corps shall consult with such party to resolve the objection. If the Corps determines that such objection cannot be resolved, the Corps will:

A. Forward all documentation relevant to the dispute, including the Corps' proposed resolution, to the ACHP. The ACHP shall provide the Corps with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Corps shall prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. The Corps will then proceed according to its final decision.

B. If the Council does not provide its advice regarding the dispute within the thirty (30) day time period, the Corps may make a final decision on the dispute and proceed accordingly. Prior

to reaching such a final decision, the Corps shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA.

C. The Corps' responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

X. **AMENDMENTS**

This MOA may be amended when such an amendment is agreed to in writing by all signatories. All signatories must signify their acceptance of the proposed changes to the MOA in writing within 30 days of their receipt. The amendment will be effective on the date a copy signed by all signatories is filed with the ACHP. In accordance with 36 CFR § 800.6(b)(7), the Corps shall file the amended agreement with the ACHP.

XI. **TERMINATION**

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories in an effort to amend the MOA per **Stipulation X** above. If within thirty (30) days (or another time agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the Corps must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The Corps shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by Winchester, the Corps and SHPO, its subsequent filing with the ACHP, and implementation of its terms is evidence that the Corps has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

XII. **EXECUTION OF AGREEMENT IN COUNTERPARTS**

This MOA may be executed in counterparts, with a separate page for each signatory. The Corps will ensure that each party is provided with a copy of the fully executed MOA.

MEMORANDUM OF AGREEMENT
AMONG THE U. S. ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT, WINCHESTER REAL ESTATE INVESTMENT COMPANY, LLC, AND THE GEORGIA STATE HISTORIC PRESERVATION OFFICER REGARDING THE AVEMORE COMMUNITY DEVELOPMENT, CARROLL CO, SAS 2021-00164, HP-210427-002

SIGNATORY:

US ARMY CORPS OF ENGINEERS
SAVANNAH DISTRICT

By:_____ Date: 25 October 2021
Joseph R. Geary, PhD, PE, Colonel, U.S. Army, Commanding

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SIGNATORY:

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
HISTORIC PRESERVATION DIVISION

By: _____ Date: October 22, 2021
Dr. David Crass, Georgia Deputy State Historic Preservation Officer

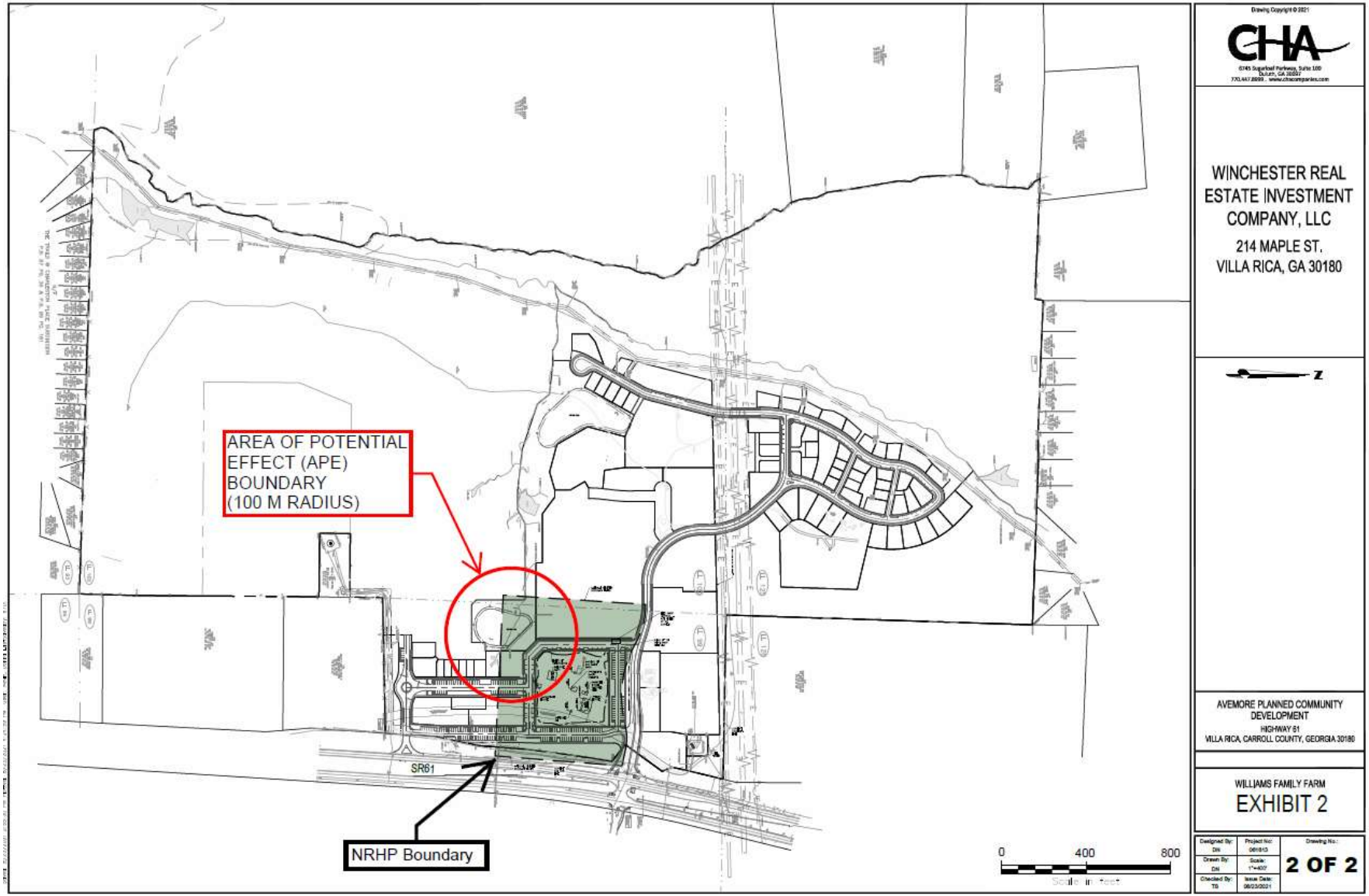
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INVITED SIGNATORY:

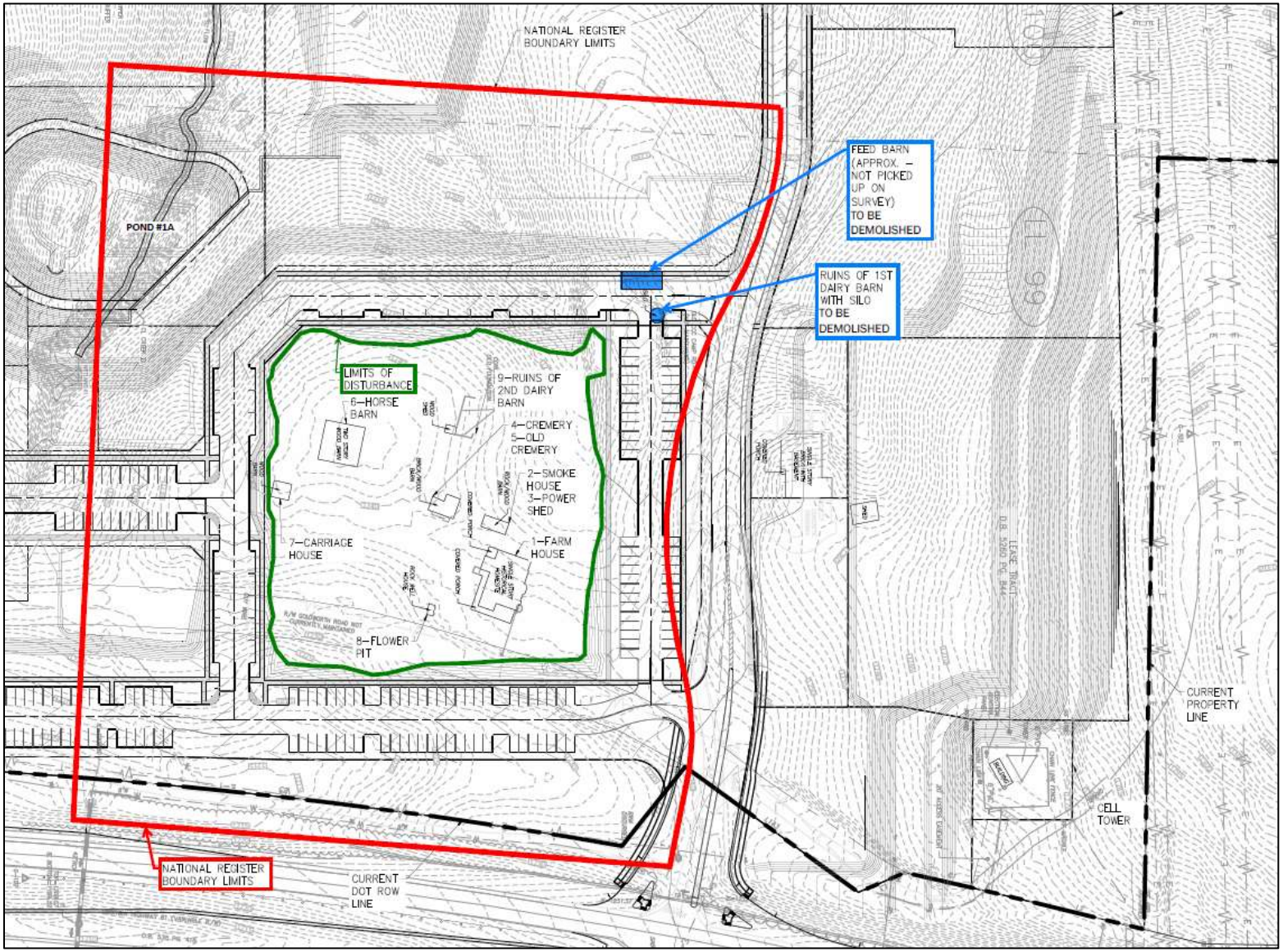
WINCHESTER REAL ESTATE INVESTMENT COMPANY, LLC

By: _____ Date: 9/24/21
Mr. Jay Davis

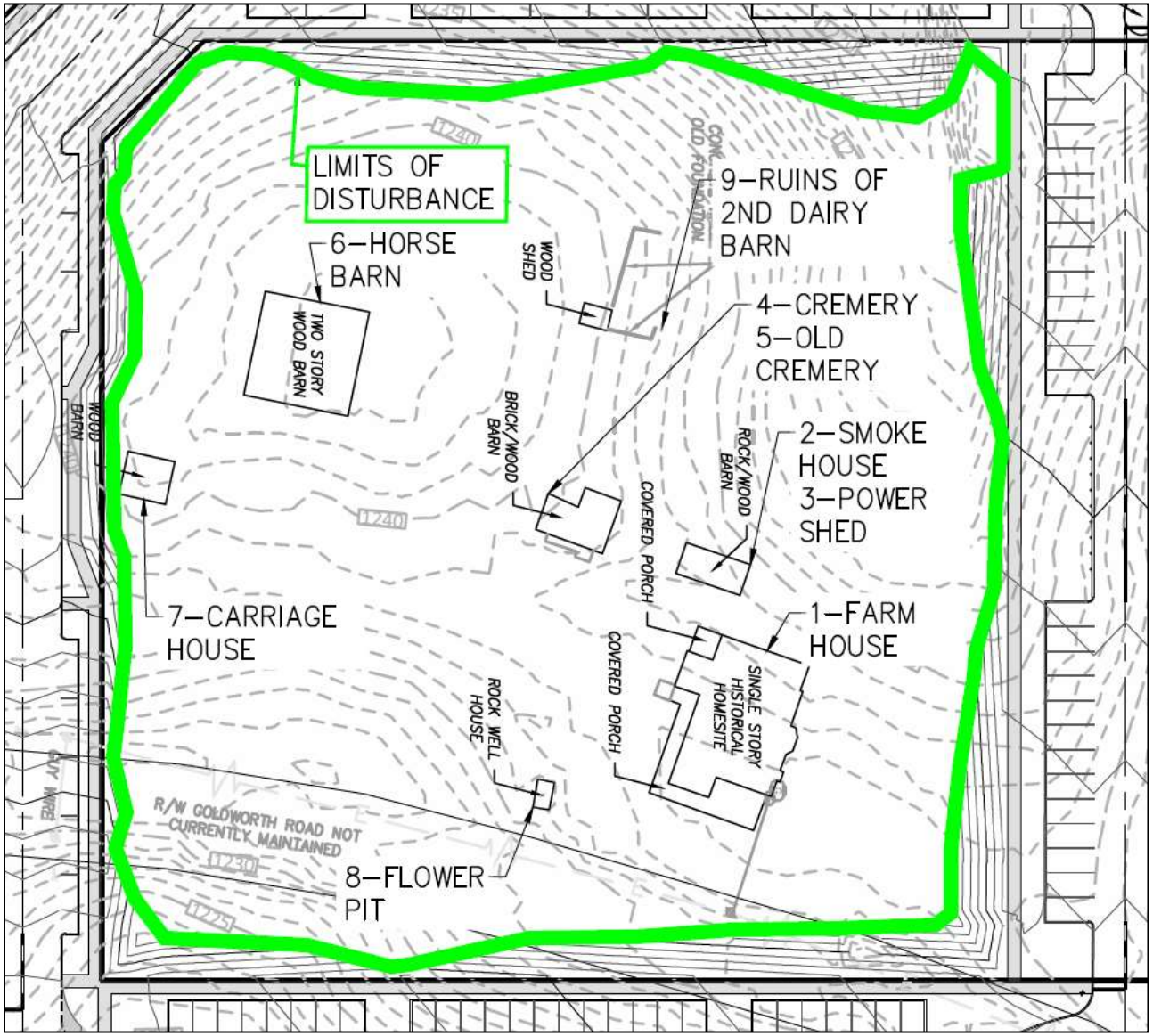
Attachment A: Map of the Area of Potential Effect (APE) depicting the NRHP boundary (green).



Attachment B: Detail of the APE depicting the NRHP boundary (red) and the limits of disturbance (green).



Attachment C: Detail map depicting the APE and limits of disturbance.



UNIVERSITY OF WEST GEORGIA

Department of Art, History, Philosophy
September 28, 2021

Winchester Real Estate Investment Company LLC
55 Goldworth Road
Villa Rica, GA 30180

Dear Mr. Jay Davis,

I am pleased to hear about the progress that you are making on the historic Goldworth farm property and your commitment to tell the important stories that the historic buildings, the site, and the Civilian Conservation Corps tell.

As you know, we have been working to document the history of that farm over twenty years. We were first engaged by Dr. William Mitchell, who was committed to preserving the significant farm buildings, the farm landscape, and the CCC camps. When I first met Dr. Mitchell, he was starting work on the National Register for Historic Places nomination. I assisted him in describing the property and in his historical research for the nomination.

The Williams Family Farm was officially listed on the Register in 2005 as an intact historic farmstead that includes an 1891 Folk Victorian style main house, numerous late-nineteenth and early-twentieth century domestic and agricultural outbuildings, and an ornamental agricultural landscape. The property was described as significant in several areas: agriculture, architecture, and landscape architecture.

Over the years, we have assisted Dr. Mitchell in various other research projects. We measured and drew a plan of the historic house and completed photographic documentation and analysis of the historic buildings. Working with a colleague, we documented the historic gardens at the house. One of our graduate students completed an archaeological survey of the CCC camp and researched the camp for her thesis project, and this report is available in our university library. Another graduate student developed an interpretive plan and analytical essay focusing on the historic house as her thesis project. We worked with several graduate students to complete an inventory of the original furnishings of the house. We collected historical documents and photographs from the house and archived those at the Center for Public History. Besides the two graduate theses, we have also used the house as a learning laboratory for other University of West Georgia classes. I regularly bring my students in my History of American Architecture to the farm for a field trip, and I have brought students in my Museum Collections Management class to the property to document artifacts through the collections management program WordPress.

I have continued to consult on the development of the property as it is being redeveloped, contributing my knowledge of the history and architecture of the historic site. I share Dr. Mitchell's goals of making this property a place where our community and others visiting our region can learn about the agricultural, social, and cultural history of west Georgia. This site also serves as a valuable resource for the students at the University of West Georgia to continue to serve to participate in this important research and interpretation work. I anticipate that our Center for Public History will continue to lead this work as the property is developed.

Best wishes,

Ann McCleary

Dr. Ann McCleary
Professor of History
Director, Center for Public History