



United States Department of the Interior



NATIONAL PARK SERVICE
George Washington Memorial Parkway
700 George Washington Memorial Parkway
McLean, VA 22101

IN REPLY REFER TO:

August 7, 2018

Ms. Anna Eberly
Executive Director
The Friends of Claude Moore Colonial Farm at Turkey Run, Inc.
6310 Georgetown Pike
McLean, VA 22101

Re: Clarification and Update concerning Operations at Claude Moore Colonial Farm

Dear Ms. Eberly:

By letter dated March 30, 2018, P. Daniel Smith, Deputy Director Exercising the Authority of the Director, informed you of the National Park Service's (NPS's) acceptance of Friends of Claude Moore Colonial Farm at Turkey Run, Inc.'s (FCMCF's) offer to extend the expiration date of the cooperative agreement entered into by the NPS and FCMCF on June 5, 1981, for operation of Claude Moore Colonial Farm (1981 Agreement) to December 21, 2018. In the March 30th letter, Deputy Director Smith also stated that, "[p]ursuant to Section III.C.2 of the 1981 Agreement, upon expiration of the agreement FCMCF is required to remove all temporary, moveable improvements and personal property, including livestock."

The NPS recently learned that FCMCF's website, which is accessible to the public, states the following in part: "Second, the National Park Service has ordered [FCMCF] to remove all improvements and animals on the Farm site on December 21. That includes the Colonial Farmhouse and the administrative buildings."¹ Contrary to this statement, Deputy Director Smith did not in his March 30th letter inform FCMCF that it must remove "all improvements," and the 1981 Agreement also does not require FCMCF to remove "all improvements." Instead, under Section III.C.2. of the 1981 Agreement, FCMCF must only remove "all temporary and movable improvements or personal property . . . furnished by [FCMCF]."

This letter is to advise you that buildings and other structures that are permanently affixed to the land, such as the "Colonial Farmhouse and the administrative buildings," are not temporary and movable improvements or personal property. All property permanently affixed to the land belongs to the United States Government, and FCMCF may not remove it. FCMCF is obligated to comply with all requirements of the 1981 Agreement, including, but not limited to, the following requirement from Section II.B.1.: "[a]ll buildings and structures shall be returned to the Service in the condition received, less ordinary wear and tear." In addition, FCMCF's obligation to remove "all temporary and movable improvements or personal property" is

¹ See, <http://1771.org/making-progress-on-save-the-farm-initiative/>.

expressly limited to such temporary and movable improvements or personal property *furnished* by FCMCF. In this regard, you cannot remove, alter, harm or destroy any buildings on the property without the express written approval of appropriate representatives of the National Park Service ahead of time.

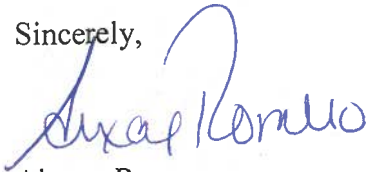
Second, please be advised that pursuant to the 1981 Agreement,² on September 5 and 6, 2018, the NPS and its contractors will access the Claude Moore Colonial Farm property (Farm) to perform the following two assessments:

- An inventory of all real and personal property of the United States Government that must be returned to the NPS under the 1981 Agreement;³ and
- A Safety and Health Assessment and Environmental Audit.

Finally, by October 1, 2018, the NPS and its contractors will access the Farm in order to perform an Environmental Site Assessment (ESA). A portion of the Farm was used as a landfill in the past, and we understand that over the years materials from the landfill have been unearthed. The intent of the ESA is to identify any existing or potential environmental contamination. The ESA will evaluate both the underlying land as well as physical improvements to the Farm.

If you have any questions, please don't hesitate to reach out to me. The NPS remains committed to working with FCMCF to conclude the parties' relationship in a safe and orderly manner.

Sincerely,



Alexcy Romero
Superintendent
George Washington Memorial Parkway
National Park Service

cc: Elliot Curzon

² Section III.E. of the 1981 Agreement states the following in pertinent part: "The National Park Service reserves to its employees the right to enter this property at all times for the purposes of park management, inspection, and the enforcement of all laws and rules and regulations."

³ We plan to provide a copy of the inventory to you upon its completion.