

October 26, 2018

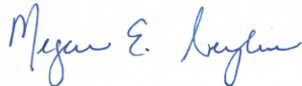
Ms. Jerolyn Deplazes
Preserve Newport Historic Properties
291 Seven Oaks Road
Newport, VA 24128

Dear Ms. Deplazes:

Mountain Valley Pipeline (Mountain Valley) has revised the attached Terms and Conditions agreement to identify Preserve Newport Historic Properties as the administrator of the Newport Community Center and Park Preservation Fund. Upon executing the agreement and creating the Fund, Mountain Valley will have no further involvement in how the funds are used by the managing organization.

Please return the signed agreement to me along with information on how Mountain Valley can wire the funds to the Preserve Newport account. Mountain Valley will then proceed to issue the agreed upon funding to Preserve Newport. I can be reached at mneylon@eqt.com or 724-873-3645. We look forward to working with you to restore and preserve the Newport Community Center and Park.

Sincerely,



Megan E. Neylon
Environmental Permitting Supervisor

Attachment

Cc: Paul Friedman, FERC
Roger Kirchen, VDHR
Richard Chidester, Giles County
Matt Eggerding, EQT
Justin Curtis, AquaLaw
Evelyn M. Tidlow, GAI

**NEWPORT COMMUNITY CENTER AND PARK
PRESERVATION FUND
TERMS AND CONDITIONS**

RECITALS

A. Mountain Valley Pipeline, LLC (Mountain Valley) obtained a Certificate of Public Convenience and Necessity from the Federal Energy Regulatory Commission (FERC) pursuant to Section 7(c) of the Natural Gas Act authorizing it to construct and operate the proposed Mountain Valley Pipeline Project (Project) located in 17 counties in West Virginia and Virginia, including Giles County.

B. FERC is the lead federal agency for compliance with the National Environmental Policy Act and Section 106 of the National Historic Preservation Act (NHPA) for this undertaking.

C. Through the Section 106 process, it has been determined that the Project will have an Adverse Effect on the Greater Newport Rural Historic District (District).

D. A Revised Historic Property Treatment Plan (Treatment Plan) has been developed to document and implement mitigation measures to avoid, minimize, and compensate for effects on the District.

E. As a compensatory mitigation measure, the Treatment Plan provides for the establishment of a Newport Community Center and Park Preservation Fund (Fund) in the amount of \$500,000, to be funded by Mountain Valley and dedicated to the restoration and preservation of the Newport Community Center and Park (formerly the Newport High School and Agriculture Building) (contributing resource DHR#035-0412-0065 and 0066) (Historic Structure), an important contributing resource within the District.

F. These Newport Community Center and Park Preservation Fund Terms and Conditions (Terms and Conditions) have been prepared for the purpose of ensuring that the Fund is used solely for the purpose of providing mitigation for the identified adverse effect to the District in a manner that is consistent with the requirements and objectives of the NHPA.

G. The Giles County Board of Supervisors, a consulting party, has identified Preserve Newport Historic Properties (Preserve Newport) as the appropriate party to administer the Fund in continuing consultation with the Virginia Department of Historic Resources (DHR).

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which Preserve Newport acknowledges, Preserve Newport agrees as follows:

1. Consent to Be Bound to these Terms and Conditions. Preserve Newport covenants, promises, and agrees that it shall hereby be bound by these Terms and Conditions, including without limitation any and all conditions or limitations pertaining to receipt and use of funds.

2. Restoration and Preservation of Historic Structure. Except as stated in Paragraph 4, the Fund shall be used solely for purposes related to the restoration and preservation of the Historic Structure in a manner that is not materially inconsistent with the Secretary of Interior's *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* and will not cause any adverse effects to the resource.

3. Continuing Consultation with DHR. Preserve Newport shall administer the Fund in consultation with DHR. Consultation shall mean, at a minimum, that in advance of commencing any study, restoration, construction, or other work using moneys from the Fund, Preserve Newport shall inform DHR in writing of its plans and give due consideration to the views and opinions of DHR.

4. Substitution for Historic Structure. Preserve Newport may, in its discretion, use all or a portion of the moneys from the Fund for the restoration or preservation of one or more different historic structures, provided that (i) any such substitute historic structure is a contributing resource to the District and (ii) DHR has been consulted on the substitution.

IN WITNESS WHEREOF, Preserve Newport has caused these Terms and Conditions to be signed its behalf by the undersigned.

PRESERVE NEWPORT HISTORIC PROPERTIES

Name: _____

Title: _____

Date: _____