

August 21, 2018

Mr. Richard Caywood
Roanoke County Board of Supervisors
5204 Bernard Drive
Roanoke, VA 24018

Dear Mr. Caywood:

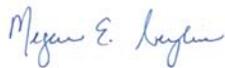
Mountain Valley Pipeline (Mountain Valley) is continuing to implement the approved Bent Mountain (080-5677), Bent Mountain Apple Orchard (080-5731), and Coles-Terry (080-5689) Rural Historic District Treatment Plan for Roanoke County. In a letter dated March 13, 2018, the Federal Energy Regulatory Commission (FERC) directed Mountain Valley to determine whether Roanoke County is willing to accept and manage the Bent Mountain Center Preservation Fund. The Virginia Department of Historic Resources, in a letter dated March 8, 2018, also requested documentation that Roanoke County is willing to accept the mitigation funds and the requisite terms and conditions as presented in the attached Terms and Conditions agreement. This agreement was previously provided to your office as an appendix to the approved treatment plan sent on February 14, 2018. Mountain Valley would like to finalize this agreement and provide the funds to the county to allow the county to move forward with improvement to the Bent Mountain Center.

If you find the terms to be acceptable, please submit an executed copy of the Terms and Conditions agreement to my attention at:

Mountain Valley Pipeline
2200 Rice Drive
Cannonsburg, PA 15317
mneylon@eqt.com

Upon receipt of the executed agreement, Mountain Valley will issue the agreed-upon funding to Roanoke County. We look forward to working with the county toward our shared goal of mitigating impacts on the Bent Mountain Rural Historic District.

Sincerely,



Megan E. Neylon
Senior Environmental Coordinator

Attachment

Cc: Paul Friedman, FERC
Roger Kirchen, VDHR
Matt Eggerding, EQT
Justin Curtis, Aqua Law
Evelyn M. Tidlow, GAI

**BENT MOUNTAIN CENTER
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 Roanoke 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 Bent Mountain 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 Bent Mountain Center Preservation Fund (Fund) in the amount of \$500,000, to be funded by Mountain Valley and dedicated to the restoration and preservation of the Bent Mountain Center (formerly Bent Mountain Elementary School) (contributing resource DHR#080-0322) (Historic Structure), an important contributing resource within the District.

F. These Bent Mountain Center 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 Roanoke County Board of Supervisors (County), a consulting party, has been selected 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 the County acknowledges, County agrees as follows:

1. Consent to Be Bound to these Terms and Conditions. The County 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. The County 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, the County shall inform DHR in writing of its plans and give due consideration to the views and opinions of DHR.

4. Substitution for Historic Structure. The County 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, County has caused these Terms and Conditions to be signed its behalf by the undersigned.

ROANOKE COUNTY BOARD OF SUPERVISORS

Name: _____

Title: _____

Date: _____