

December 19, 2016

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC
20426

RE: Docket Nos. CP16-10-000 and CP16-13-000; Draft Environmental Impact Statement for the Mountain Valley Project and Equitrans Expansion Project.

Dear Ms. Bose:

The Nature Conservancy (the Conservancy), appreciates the opportunity to provide comments on the Draft Environmental Impact Statement (DEIS) that has been prepared for the Mountain Valley Pipeline (MVP).

The Nature Conservancy's Mission and Investment in the Central Appalachian Region

The mission of The Nature Conservancy is to conserve the lands and waters on which all life depends. The Conservancy is a leading conservation organization working in all 50 states and more than 35 countries. We have helped conserve nearly 15 million acres of land in the United States and more than 118 million acres with local partner organizations globally.

The proposed route of the MVP crosses through the Central Appalachian Whole System Project, which is an area of deep investment for The Nature Conservancy. Within this region, the Conservancy has worked with public agencies, corporations, private landowners, and local communities to undertake land protection, management, and restoration actions across public and private lands. We have worked with others to rigorously develop and implement strategies to protect the best large, intact habitats that will continue to support a diversity of species in the face of a changing landscape and a changing climate.

Background on Proposed MVP Impacts to Conservancy Preserves and Easements

The proposed Alternative 1 shown in the December 2014 Draft Resource Report 10 intersected the Conservancy's Blake Preserve and a conservation easement held by the Conservancy within its Bottom Creek Gorge Conservation Site (the Poor Mountain easement).

In October 2015, MVP included the Poor Mountain East Variation in its final filing for Resource

Report 10. This Route Variation significantly increased the impact of the pipeline on the Poor Mountain easement, effectively bisecting the property. The final filed version of Resource Report 10 states:

“Because the variation would be closer to Spring Hollow Reservoir and Camp Roanoke, MVP does not consider the Poor Mountain East Variation environmentally preferable to the corresponding segment of the Proposed Route.”

We assume this to be a typo as the Poor Mountain East Variation was incorporated into the proposed route.

The preferred alternative filed in October 2016 would:

- 1) Bisect the Poor Mountain easement, which is part of a 5,489-acre complex of preserves and easements established and designed by the Conservancy to protect the lands surrounding Bottom Creek, a stream in Montgomery and Roanoke Counties, VA, listed by the Virginia Department of Environmental Quality (VDEQ) as an Exceptional State Water; and
- 2) Avoid, by integrating the Mt. Tabor Route Alternative, the Conservancy’s Blake Preserve, over which the Virginia Department of Conservation and Recreation (VDCR) also holds a conservation easement.

In previous correspondence on this docket, the Conservancy has requested that the recommended alternative for the Mountain Valley Pipeline avoid all preserves, easements, and Critical Habitats for conservation. The preferred alternative addresses some of these concerns, but intensifies others. In particular, we are uneasy with the lack of attention and inaccuracy regarding the treatment of the Poor Mountain easement in the DEIS. Also, while we are pleased to see that the Route Alternatives adopted in October 2016 avoid impacts to the Conservancy’s Blake Preserve and easements held by the Virginia Department of Conservation and the Virginia Outdoors Foundation, we are seriously concerned that the proposed alternative creates additional impacts that cannot be mitigated.

Rationale for Avoidance of Preserves and Conservation Easements

Conservation easements have a clear public benefit, documented in many state and federal statutes and regulations. The donation of perpetual conservation easements has been incentivized both by the Commonwealth of Virginia and the federal government in the form of tax benefits to the donor of the easement.

Conservation easements are individually tailored to meet conservation objectives and the needs of the landowner. A conservation easement can be designed to accomplish specific objectives, such as protection of water quality or wildlife habitat; or an easement can be designed more broadly, to protect farmland, open space, views, or land that buffers more sensitive core conservation areas, all of which can offer significant biodiversity conservation benefits, as well as benefits to people. These benefits include protection of water quality; preservation of open space, farmland, rangeland, and timberland; and maintenance of rural community character and landscapes for tourism.

Specific Comments on Poor Mountain Easement

The Conservancy has determined that a pipeline crossing this property would violate Sections 2.1 and 2.2 of the Poor Mountain easement (Attachment 1) and would have an adverse impact on the conservation values that the Conservation Easement is designed to protect.

The Conservancy is obligated to uphold the terms of the Conservation Easement, which prohibit activities necessary for the emplacement of a pipeline. Consequently, the Conservancy must oppose the placement of the pipeline through this property.

As noted above, the Poor Mountain easement is one of ten tracts comprising 5,489-acres, which include the Conservancy's nearby 1,657-acre Bottom Creek Gorge Preserve. Together, this patchwork of fee ownership and permanent conservation easement properties represents decades of conservation actions taken by the Conservancy since the mid-1980s to protect Bottom Creek and the gorge through which it flows. Bottom Creek supports a number of rare fish species, including the orangefin madtom ([*Noturus gilberti*](#)), bigeye jumprock ([*Moxostoma ariommum*](#)), riverweed darter ([*Etheostoma podostemone*](#)), and the Roanoke darter ([*Percina roanoka*](#)). The creek has a very high species richness, supporting 10% of all fish species known from Virginia, including native brook trout.

As noted above, Bottom Creek is listed as an Exceptional State Water, or Tier III stream. According to the VDEQ, the Exceptional State Waters Program identifies and protects high quality waters for the benefit and enjoyment of future generations by prohibiting new or increased point source discharges to the designated waterbody. The equivalent regulatory terms are "Outstanding National Resource Waters" for the EPA and "Exceptional State Waters" for Virginia. The designation of a waterbody as an "Exceptional State Water" is a regulatory amendment to the Antidegradation Policy section of Virginia's Water Quality Standards.

The Conservancy sought the easement over the Poor Mountain tract to protect the headwaters of Bottom Creek. The easement was designed to ensure that the property will be retained in its natural, scenic, and forested condition; to protect any rare plants, animals, or plant communities on the property; and to prevent any use that will significantly impair or interfere with the property's conservation values or interests.

The Conservation Easement expressly prohibits the construction or placement of utility lines on or above the property. Section 2.1 of the easement states that "there shall be no constructing or placing of any...antenna, utility pole, tower, conduit, line...on or above the Protected Property". Section 2.2 states that "there shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography or surface hydrology of the Protected Property in any manner...". This language prohibits any excavation on the property other than excavation related to the construction of three allowed single family homes and activities related to the construction, use, and maintenance of logging roads related to timber harvesting under an approved forest management plan. Furthermore, the conservation easement prohibits the removal, harvesting, destruction, or cutting of trees, shrubs, or plants without a forest management plan; any activity that would be detrimental to water purity, such

as the use of biocides; and changing of topography through the placement of soil or other material.

In conversations with MVP, we were informed that the rationale for this Variation was to avoid the watershed of the Spring Hollow Reservoir. The Conservancy of course understands the need for avoidance of drinking water supplies, and supports this objective. At the same time, we believe that it is possible to avoid both the reservoir and the Poor Mountain easement (Attachment 2).

Detailed Comments on DEIS

- *4.4.2.4 Special Areas.* This section details multiple conservation areas including a conservation easement held by the New River Conservancy (NRC) and the VDCR easement over the (Nature) Conservancy’s Blake preserve, but omits reference to the Conservancy’s Poor Mountain easement. The Poor Mountain easement should be included in this section.
- *4.8.2.4 Recreation and Special Interest Areas.*
 - The Conservancy’s easement is listed under Non-Governmental Organization-Managed and Other Recreational and Special Use Area. The Conservancy believes this to be inappropriate. Private property subject to a conservation easement remains in private ownership. In Virginia, properties subject to conservation easements are not open to public access unless otherwise specified in the easement.
 - The text states *“The proposed route of the MVP pipeline would cross one NRC-managed property for approximately 7,025 feet”*. This is a typo that should be corrected.
 - The text further states *“Mountain Valley stated that it originally proposed to locate the pipeline adjacent to an existing powerline, but after communications with TNC the route was shifted south to lessen impacts on environmental resources.”* The Conservancy is unaware of any changes MVP has made to the alignment of the pipeline across our property, and have no record of such communication. In addition, the alignment data we received from MVP in October 2015 is identical to the current alignment filed in October 2016.
- *Table 3.5.3-1 Status of Minor Route Variations Reported by Stakeholders that Are As Yet Unresolved.* This table, as revised on October 20, 2016, includes the following text.

FERC ID / Accession Number	Parcel Number	MP	Summary of Issues	Mountain Valley’s Response / Current Status
20150616-5100;	VA-RO-5149, VA-RO- 4118	239.3, 242.5	Landowner requested a re-route to avoid property which has a conservation easement and to minimize impacts of sedimentation related to construction.	Mountain Valley is currently not allowed to survey this property, but once access is allowed it will coordinate with the property owner to better ascertain re-route alternatives or other measures. No change

				of tract status.
--	--	--	--	------------------

- In the “Summary of Issues” cell, while these comments may also be those of the fee landowner, they are certainly those of the Conservancy and should be attributed as such.
- In the “Mountain Valley’s Response / Current Status” cell, we note that the Conservancy is not the fee simple landowner and therefore does not have the right to grant access to the property for survey by MVP.
- We find Mountain Valley’s response to be inadequate. It is an established fact that the property is a conservation easement. On the ground surveys are not necessary to determine the conservation purpose of this property, nor to examine the impacts of the proposed project on the intact forests and watershed of Bottom Creek and to engage seriously in an effort to avoid and minimize them.

Specific Comments on Blake Preserve

As noted above, the proposed alternative filed on October 20, 2016 would avoid the Blake Preserve and several easements held by the Virginia Outdoors Foundation. This is consistent with the Conservancy’s request that FERC ensure the project avoid all preserves and conservation easements, and we appreciate this effort. We are concerned, however, that the Mt. Tabor Variation creates impacts to very significant biological resources harbored in the Old Mill Conservation Site (Attachment 3). Given the nature of cave and karst systems, impacts such as alteration of water flow, nutrient regime or sediment regime cannot be remediated once they occur. The Conservancy defers to the highly qualified expertise of the staff of the Virginia Department of Conservation and Recreation, Division of Natural Heritage, in its assessment of the significance of these impacts and incorporates their stated concerns on the record here, by reference.

Specific Comment on DEIS

- *4.4.2.4 Special Areas.* This section details multiple conservation areas including a conservation easement held by the NRC and the VDCR easement over the Conservancy’s Blake Preserve, but fails to state explicitly that the Conservancy is the fee simple owner of the Blake Preserve. The Conservancy’s legal interest in this property should be clearly stated.

Conclusions and Recommendations

The DEIS for the proposed Mountain Valley Pipeline does not adequately consider the impact the project would have on the Conservancy's Poor Mountain Easement. Given the significance of Bottom Creek, the public benefit of the easement, and the incompatibility of the project with the easement terms, **the Conservancy requests that FERC direct the applicant to develop a route variation that fully avoids this property.**

Thank you for the opportunity to provide comments to FERC on this important issue. If you have any questions about these comments, please contact Judy Dunscomb, Senior Conservation Scientist at jdunscomb@tnc.org or (434) 951-0573.

Sincerely,



William A. Kittrell
Acting Virginia Executive Director

Enclosures

Cc: Nels C. Johnson, N. American Energy by Design Project Director, The Nature Conservancy
Jason Bullock, Director, VA Dept. of Conservation and Recreation, Division of Natural Heritage

Attachment 1

BK 1529 P-01808

PREPARED BY: Glenn Feldmann
Hans J. Birle, Esq.
201 Devonshire Street
Boston, Massachusetts 02110
17406796DEC23 18:27

CONSERVATION EASEMENT

This CONSERVATION EASEMENT made this 16th day of DECEMBER, 8-4-97 1996,

RECITALS:

- A. James L. Woltz and John E. Woltz, having an address in care of Woltz & Associates, Inc., 23 Franklin Road, SW, Roanoke, Virginia 24011, (the "Grantors") are the owners in fee simple of certain real property, (the "Protected Property") that has ecological, scientific, educational and aesthetic value in its present state as a natural area that has not been subject to development or exploitation. The Protected Property is located in Roanoke County, Virginia and is more particularly described in Exhibit A attached hereto and made a part hereof. THE NATURE CONSERVANCY (the "Grantee") is a non-profit corporation incorporated under the laws of the District of Columbia as a tax exempt public charity under Section 501(c)(3) and 509(a)(1) of the Internal Revenue Code, qualified under section 170(h) of the Internal Revenue Code to receive qualified conservation contributions, and having its headquarters at 1815 North Lynn Street, Arlington, Virginia 22209 and a local address at 1233-A Cedars Court, Charlottesville, Virginia, 22903, and whose purposes include, *inter alia*, preservation of natural areas for scientific, charitable, educational and aesthetic purposes.
- B. The Protected Property is a significant natural area that qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder; specifically the Protected Property is habitat for native brook trout and other cold water fishes.
Preservation of the Protected Property is pursuant to federal and state conservation policy and will yield a significant public benefit, specifically the protection of water quality of Bottom Creek, a native trout stream which is part of the Roanoke River

ea/woltz.eas
5/20/96
Page 1

Att

watershed, and which flows through a protected natural area, Bottom Creek Gorge Preserve, and which provides habitat for numerous rare fish species including the orangefin madtom, the bigeye jumprock, and the riverweed darter.

- C. The specific conservation values of the Property are documented in an Easement Documentation Report, prepared by Grantee and signed and acknowledged by the Grantors, that establishes the baseline condition of the Protected Property at the time of this grant and includes reports, maps, photographs, and other documentation.
- D. The Grantors and Grantee have the common purpose of conserving the above-described conservation values of the Protected Property in perpetuity, and the Commonwealth of Virginia has authorized the creation of Conservation Easements pursuant to Code of Virginia Chapter 10.1, Virginia Conservation Easement Act, Sections 10.1-1009 through 10.0-1016, and Grantor and Grantee wish to avail themselves of the provisions of that law.

NOW, THEREFORE, the Grantors, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein and as an absolute and unconditional gift, hereby give, grant, bargain, sell and convey unto the Grantee a Conservation Easement in perpetuity over the Protected Property of the nature and character as follows:

1. **PURPOSE.** The purpose of this Conservation Easement is to ensure that the Protected Property will be retained forever predominantly in its natural, scenic, and forested condition; to protect any rare plants, animals, or plant communities on the Protected Property; and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property described above. The Grantor intends that this Conservation Easement will restrict the use of the Protected Property to only such activities as are consistent with the purpose of this Conservation Easement.
2. **PROHIBITED USES AND PRACTICES.** Any activity on or use of the Protected Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as provided in paragraph 3 below:

- 2.1 **No Construction.** There shall be no constructing or placing of any building, tennis or other recreational court, landing strip, mobile home, swimming pool, fence or sign (other than those required by the Grantee for appropriate management), asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, sodium vapor light or any other temporary or permanent structure or facility on or above the Protected Property, except as provided in paragraph 3.3 below.
- 2.2 **No Excavation.** There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography or surface hydrology of the Protected Property in any manner, except as provided in paragraph 3.3 below.
- 2.3 **No Cutting.** There shall be no removal, harvesting, destruction or cutting of trees, shrubs or plants, planting of trees, shrubs or plants, use of fertilizers, plowing, introduction of non-native animals, grazing of domestic animals, or disturbance or change in the natural habitat in any manner, except as provided in paragraphs 3.5 and 3.6 below.
- 2.4 **No Biocides.** There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides.
- 2.5 **No Dumping.** There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Protected Property; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Protected Property or on adjacent property, if owned by the Grantor, that could cause erosion or siltation on the Protected Property.
- 2.6 **No Pollution.** There shall be no pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, except as provided in paragraph 3.3 below, nor shall activities be conducted on the Protected Property or on adjacent property, if owned by Grantor, that would be detrimental to water purity or that could alter the natural water level or flow in or over the Protected Property.

- 2.7 **No Vehicles.** There shall be no horse back riding, and no operation of mountain or other bicycles, snowmobiles, motorcycles, all-terrain or off-road vehicles, or any other types of mechanized vehicles allowed to operate anywhere but on the existing or proposed roads and/or trail system specified herein. Further, none of the above vehicles shall be operated in such a way as to cause rutting of the roads and trails on the Protected Property or in such a way which increases the sedimentation into the creeks and streams of the Protected Property.
- 2.8 **No Exotics.** No species of plant or animal which is not native to this part of Virginia may be planted, stocked or otherwise introduced on the Protected Property.
- 2.9 **Density.** Neither the Protected Property nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferrable development rights, scheme cluster development arrangement or otherwise; provided, however, that with prior written permission of the Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Protected Property.
3. **GRANTOR'S RESERVED RIGHTS.** The Grantor hereby reserves the following rights:
- 3.1 **Existing Uses.** The right to undertake or continue any activity or use of the Protected Property not prohibited by this Conservation Easement. Prior to making any change in use of the Protected Property, the Grantor shall notify the Grantee in writing to allow the Grantee a reasonable opportunity to determine whether such change would violate the terms of this Conservation Easement.
- 3.2 **Transfer.** The right to sell, give, mortgage, lease, or otherwise convey the Protected Property, provided such conveyance is subject to the terms of this Conservation Easement and written notice is provided to the Grantee in accordance with paragraph 18.6 below.

- 3.3 **Structures.** The right to construct and maintain on the Protected Property no more than three single family residences and associated outbuildings, not to exceed 4,000 square feet in size and three (3) stories in height from ground elevation. Also the right to construct road access for the purpose of ingress and egress to each of the residences, the right to run utilities to these residences, and the right to drill one well per residence for drinking water. No improvement may be made within 200 feet of Bottom Creek. Any septic drain field must be located a minimum distance of 100 feet from any wetlands or streams, or in accordance with existing government regulations, whichever is the greater distance. The location of all improvements allowed under this paragraph must be approved by the Grantee pursuant to paragraph 4.5 below, such approval not to be unreasonable withheld.
- 3.4 **Subdivision.** The right to subdivide the Protected Property, subject to any local zoning ordinances, and provided that the subdivided properties are subject to the terms and conditions of this conservation easement. In no event shall the total number of residences on the Protected Property exceed three (3), regardless of whether or not the Protected Property is subdivided.
- 3.5 **Forest Management.** The right to commercially harvest timber, together with the right to construct, use and maintain logging roads, and to use motorized vehicles, only as necessary for such operations, provided that such activities are carried out in accordance with the practices and standards set forth in a forest management plan which is mutually approved in writing by Grantor and Grantee, and with prior written approval by Grantee under the terms of paragraph 4.5, below. Said forest management plan may be amended from time to time with mutual approval and as necessary, shall specifically indicate actions which will be taken to protect any rare plant and animal populations and rare plant communities on the Protected Property, if they are found in the future. In no event shall the forest management activities impair the significant conservation interests of the Protected Property.
- 3.6 **Selective Cutting.** The right to maintain views from established overlooks or to maintain existing trails on the Protected Property, or those trails which are proposed herein, including reasonable removal or cutting of plants, shrubs and trees in a customary and historical manner. Said selective cutting may be amended from time to time with mutual approval and as necessary, shall specifically indicate actions which will be taken to protect any rare plant and animal populations and rare plant communities on the Protected Property, if they are found in the future. In no event shall the selective cutting activities impair the significant conservation interests of the Protected Property.

- 3.7 **Hunting and Fishing.** The right to hunt and fish on the Protected Property, including the right to lease hunting and fishing rights, provided that all such activity is conducted in accordance with state and federal regulations, as they shall be amended from time to time. In the event that the property is leased for hunting or fishing, such lease must have prior written approval by Grantee under the terms of paragraph 4.5, below.
- 3.8 **Restocking of native fish.** The right to re-stock species of fish which are native to the streams on the Protected Property, with prior written approval by Grantee pursuant to paragraph 4.5 below.
- 3.9 **Trails.** The right to construct additional trails, made of permeable materials and subject to erosion and sedimentation controls, on the Protected Property, with prior written approval by Grantee pursuant to paragraph 4.5, below.
4. **GRANTEE'S RIGHTS.** To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Grantee by this Conservation Easement:
- 4.1 **Right to Protect.** The right to preserve and protect the conservation values of the Protected Property.
- 4.2 **Right of Entry.** The right to enter the Protected Property at all reasonable times and with prior notice and, if necessary, across other lands retained by the Grantors, for the purposes of: (a) inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (b) enforcing the terms of this Conservation Easement; (c) taking any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof; (d) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantors; and (e) monitoring and management as described below.
- 4.3 **Monitoring and Management.** The right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, and natural habitats on the Protected Property, and to manage them, to the extent deemed appropriate by the Grantee, to ensure their continued presence and viability on the Protected Property. Such activities shall be in accordance with management practices of the Grantee, which may include but not be limited to, mowing, fencing, trapping, or prescribed burning.

- 4.4 **Enforcement.** The right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 10.
- 4.5 **Discretionary Consent.** The Grantee's consent for activities otherwise prohibited under paragraph 2 above, or for any activities requiring Grantee's consent under paragraph 3 above, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in paragraph 2 are deemed desirable by both the Grantors and the Grantee, the Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring the Grantee's consent under paragraph 3, shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the purpose of this Conservation Easement. The Grantee may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of this Conservation Easement and (2) either enhance or do not impair any significant conservation interests associated with the Protected Property. Notwithstanding the foregoing, the Grantee and Grantors have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any residential, commercial or industrial structures or any commercial or industrial activities not provided for above.
5. **ACCESS.** Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof if no such right existed in the public immediately prior to the execution of this Conservation Easement.
6. **COSTS AND LIABILITIES.** The Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. The Grantors shall keep the Grantee's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by the Grantors.

Each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the other party on the Protected Property.

7. **TAXES.** The Grantors agree to pay any real estate taxes or other assessments levied on the Protected Property. If the Grantors become delinquent in payment of taxes or assessments, so that a lien is created against the Protected Property, the Grantee, at its option, shall, after written notice to the Grantors, have the right to purchase and acquire the Grantors' interest in the Protected Property by paying funds to discharge the lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's interest in the Protected Property and to assure the continued enforceability of this Conservation Easement.
8. **TITLE.** The Grantors covenant and represent that the Grantors are the sole owners and are seized of the Protected Property in fee simple and have good right to grant and convey this Conservation Easement; that the Protected Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Conservation Easement, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.
9. **HAZARDOUS WASTE.** The Grantors covenant, represent and warrant to the Grantee that, to the best of Grantors' knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.
10. **GRANTEE'S REMEDIES.** If the Grantee becomes aware of a violation of the terms of this Conservation Easement, the Grantee shall give notice to the Grantors, at the Grantors' last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition at the time of this grant. Grantors agree that the Easement Documentation Report shall be deemed to provide objective information concerning the Protected Property's condition at the time of this grant. Failure by the Grantors to abate the violation and take such other corrective action as may be requested by the Grantee within thirty (30) days after receipt of such notice shall entitle the Grantee to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the property to its previous condition; to enjoin the non-compliance by *ex parte* temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from the non-compliance. Such damages, when recovered, may be applied by the Grantee, in its sole discretion, to corrective action on the Protected Property. If the court determines that the Grantors have failed to comply with this Conservation Easement, the Grantors shall reimburse the Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorneys fees, in addition to any other payments ordered by such court.

- 10.1 **Emergency Enforcement.** If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Grantee may pursue its remedies under this paragraph without prior notice to the Grantors or without waiting for the period for cure to expire.
- 10.2 **Failure to Act or Delay.** The Grantee does not waive or forfeit the right to take action as may be necessary to insure compliance with this Conservation Easement by any prior failure to act and the Grantors hereby waive any defenses of waiver, estoppel or laches with respect to any failure to act or delay by the Grantee, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Easement.
- 10.3 **Violations Due to Causes Beyond Grantors' Control.** Nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantors for any changes to the Protected Property due to causes beyond the Grantors' control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Easement caused by the unauthorized wrongful acts of third persons, the Grantors agree, upon request by the Grantee, to assign their right of action to the Grantee, to join in any suit, or to appoint the Grantee its attorney-in-fact for the purposes of pursuing enforcement action, all at the election of the Grantee.
11. **PARTIES SUBJECT TO EASEMENT.** The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantors but also their lessees, agents, personal representatives, successors and assigns, and all other successors to Grantors in interest and shall continue as a servitude running in perpetuity with the Protected Property.
12. **SUBSEQUENT TRANSFERS.** The Grantors agree that the terms, conditions, restrictions and purposes of this grant or reference thereto will be inserted by the Grantors in any subsequent deed or other legal instrument by which the Grantors divest either the fee simple title or possessory interest in the Protected Property; and the Grantors further agree to notify the Grantee of any pending transfer at least thirty (30) days in advance.
13. **MERGER.** The Grantors and the Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Protected Property.

14. **ASSIGNMENT.** The parties hereto recognize and agree that the benefits of this easement are in gross and assignable, and the Grantee hereby covenants and agrees that if it transfers or assigns the easement it holds under this indenture, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, that is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance.
15. **AMENDMENT.** In the event that the Protected Property is affected by unusual and unforeseen circumstances and conditions, Grantors and Grantee by mutual consent may amend this easement; provided that the amendment is not inconsistent with the conservation purpose of this easement; will not result in a net degradation of the conservation values of the Property; will not affect the enforceability of this easement; and is accomplished in compliance with any applicable state statute and with section 170(h) of the Internal Revenue Code of 1954. Any such amendment shall be recorded in the official land records where the Protected Property is located.
16. **EXTINGUISHMENT.** The Grantors hereby agree that, at the time of the conveyance of this Conservation Easement to the Grantee, this Conservation Easement gives rise to a real property right, immediately vested in the Grantee, with a fair market value of the Conservation Easement as of the date of the conveyance that is at least equal to the proportionate value that this Conservation Easement at the time of the conveyance bears to the fair market value of the property as a whole at that time.

That proportionate value of the Grantee's property rights shall remain constant. When a change in conditions takes place which makes impossible or impractical any continued protection of the Protected Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the Grantee, upon a subsequent sale, exchange or involuntary conversion of the Protected Property, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in and defined under P.L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended and in regulations promulgated thereunder.

17. **EMINENT DOMAIN.** Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantors and the Grantee shall join in appropriate actions at the time of the taking to recover the full value of the taking and all incidental or direct damages resulting from it, and the proceeds shall be divided in accordance with the proportionate value of the Grantee's and Grantors' interests, and Grantee's proceeds shall be used as specified above. All expenses incurred by the Grantors and the Grantee in such action shall be paid out of the recovered proceeds.

18. **MISCELLANEOUS PROVISIONS.**

18.1 **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

18.2 **Successors and Assigns.** The term "Grantors" shall include the Grantors and the Grantors' heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use. The term "Grantee" shall include The Nature Conservancy and its successors and assigns.

18.3 **Re-recording.** The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Easement; for such purpose, the Grantors appoint the Grantee its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on its behalf. Without limiting the foregoing, the Grantors agree to execute any such instruments upon request.

18.4 **Captions.** The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

18.5 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

18.6 Notices. Any notices required in this Conservation Easement shall be sent by registered or certified mail to the following address or such address as may be hereafter specified by notice in writing: Grantors: Woltz & Associates, Inc. 23 Franklin Road, SW, Roanoke, Virginia 24011. Grantee: The Nature Conservancy, Eastern Regional Office, Attention: Regional Attorney, 201 Devonshire Street, 5th Floor, Boston, MA, 02110 and The Nature Conservancy, Virginia Field Office, Attention: Director of Protection, 1233-A Cedars Court, Charlottesville, VA 22903.

TO HAVE AND TO HOLD the said Conservation Easement unto the said Grantee forever.

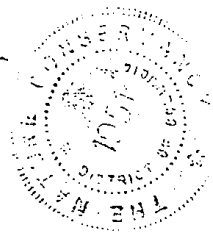
IN WITNESS WHEREOF, the Grantors have executed and sealed this document the day and year first above written.

Witness: Grantors

Margaret F. Goodlett
James L. Woltz
John E. Woltz

GRANTEE
THE NATURE CONSERVANCY

Amanda A. Boehl
By: Laura A. Johnson
Its: Vice President and Eastern Regional Director



COMMONWEALTH OF VIRGINIA)
COUNTY OF)) SS.

On this 4 day of December, 1996, before me personally appeared James L. Woltz, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same and that it was his free act and deed.

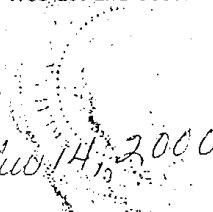
Marguerite F. Goodold
Notary Public
My Commission Expires: April 30, 2000



~~State of North Carolina~~
~~COMMONWEALTH OF VIRGINIA~~)
COUNTY OF)) SS.

On this 26th day of July, 1996, before me personally appeared John E. Woltz, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same and that it was his free act and deed.

Shirley C. Perkins
Notary Public
My Commission Expires: November 14, 2000



COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) SS:

On this 16th day of December, 1996, before me personally appeared Laura A. Johnson, to me personally known, who being by me duly sworn did say that she is Vice President and Director, Eastern Region of The Nature Conservancy, the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.

Marguerite H. V. Hasbrouck
Notary Public
My Commission Expires:

MARGUERITE H. V. HASBROUCK
Notary Public
My Commission Expires Aug. 5, 1999



BK 1529-B 01821

EXHIBIT A

A piece or parcel of land located in the Windsor Hills Magisterial District, Roanoke County, Commonwealth of Virginia, being all that land as described in the deed from Eric Lee Sisler, Executor for the Estate of Lois M. Anderson, to James L. Woltz and John E. Woltz, dated October 28, 1993 and recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia in Deed Book 1423, at Page 1101, but excepting therefrom a piece or parcel of land consisting of 94.096 acres, as shown on a "Partial Survey for James L. Woltz and John E. Woltz" prepared by David B. Scott on September 4, 1996.

ea\woltz.eas
12/16/96
Page 14

CONSIDERATION AMOUNT \$ _____

ST.TAX 58.1-801 (039)	\$.15	IN THE CLERK'S OFFICE OF THE
LOCAL TAX (213)	\$.05	CIRCUIT COURT OF ROANOKE
TRANSFER FEE (212)	\$	COUNTY, VA THIS 23 DAY OF
CLERK'S FEE (301)	\$ 22.00	December, 19 96, THIS
VSLF (145)	\$ 1.00	INSTRUMENT WAS PRESENTED
ST.TAX 58.1-802 (038)	\$	WITH THE CERTIFICATE OF
LOCAL 58.1-802 (220)	\$	ACKNOWLEDGEMENT ANNEXED &
TTF (106)	\$ 3.00	ADMITTED TO RECORD AT
RECORDATION TOTAL	\$ 26.20	10:21 THE TAX IMPOSED UNDER
MISC. COSTS _____	\$	58.1-802 HAS BEEN PAID.

TESTE: Glenn N. Feldmann, CLERK

RECORDATIONS PAID BY: Glenn Feldmann

DOCUMENTS MAILED BACK TO: Same

RESIDENCE ADDRESS OF GRANTEE/DESIGNEE: _____

COMMONWEALTH OF VIRGINIA



OFFICIAL RECEIPT
ROANOKE COUNTY CIRCUIT COURT
NEED RECEIPT

DATE: 12/23/96 TIME: 10:31:29 ACCOUNT: 161CLR9617406 RECEIPT: 96000020425
 CASHIER: FRS REG: 8530 TYPE: DE PAYMENT: FULL PAYMENT
 INSTRUMENT : 9617406 BOOK: PAGE: RECORDED: 12/23/96 AT 10:27
 GRANOR NAME : WOLTZ, JAMES L; ETAL E1: N LOCALITY: CO
 GRANTEE NAME : NATURE CONSERVANCY E1: N PERCENT: 100X
 AND ADDRESS : ROANOKE COUNTY
 RECEIVED OF : SHEPPARD, D
 CHECK : 426.20
 DESCRIPTION 1: EASEMENT
 2:
 CONSIDERATION: .00 ASSUME/VAL: .00 MAP:
 CODE DESCRIPTION PAID CODE DESCRIPTION PAID
 301 DEEDS 22.00 145 VSLF 1.00
 039 DEEDS AND CONTRACTS .15 213 COUNTY GRANTEE TAX .05
 106 TECHNOLOGY FUND FEE 3.00
 TENDERED : 26.20
 AMOUNT PAID: 26.20
 CHANGE AMT : .00

CLERK OF COURT: STEVEN A. MCCRAH

DC-18 (7/93)

*This document was prepared by:
George W. Barlow, III, Division Attorney
The Nature Conservancy
6114 Fayetteville Road, Suite 109
Durham, North Carolina 27713*

AMENDMENT TO CONSERVATION EASEMENT

THIS AMENDMENT TO CONSERVATION EASEMENT (this "Amendment"), exempt from all recordation taxes pursuant to Virginia Code §§ 58.1-809 and 58.1-811(F), is made as of the 23rd day of December, 2002 by and between James L. WOLTZ and Jill WOLTZ, his wife, Grantor, and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, Grantee, as follows:

RECITALS:

A. Grantee is incorporated under the laws of the District of Columbia as a tax exempt public charity under Section 501(c)(3) and 509(a)(1) of the Internal Revenue Code, and is qualified under Section 170(h) of the Internal Revenue Code to receive conservation easements.

B. The Grantor and John E. Woltz conveyed to the Grantee a Conservation Easement by instrument dated December 16, 1996 (the "Easement") and of record in the Clerk's Office of the Circuit Court of Roanoke County, Virginia (the "Clerk's Office") in Deed Book 1529, Page 1808 upon certain real property situate in the Windsor Hills Magisterial District, Roanoke County, Virginia, containing approximately 900 acres (the "Easement Property").

C. There was excepted from the terms of such Easement a tract or parcel of land consisting of 94.096 acres as shown on a "Partial Survey for James L. Woltz and John E. Woltz," prepared by David B. Scott, L.S.

D. James L. Woltz acquired the Easement Property and the hereinafter described Amendment Property by: (i) deed from Eric Lee Sisler, Executor of the Estate of Lois M. Anderson, Grantor, dated October 5, 1993 and of record in the Clerk's Office in Deed Book 1423, Page 1101, and (ii) deed from John E. Woltz and Patricia G. Woltz, his wife, dated December 27, 1995, of record in the Clerk's Office in Deed Book 1561, Page 771.

E. The Grantor now desires to grant unto the Grantee a conservation easement upon a portion of the above-described 94.096 acre tract or parcel of land, which portion contains 67.296 acres and is more particularly described on the attached Exhibit A (the "Amendment Property").

F. The Amendment Property is a significant natural area that qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder; specifically the Amendment Property is habitat for native brook trout and other cold

water fishes. Preservation of the Amendment Property is pursuant to federal and state conservation policy and will yield a significant public benefit, specifically the protection of the water quality of Bottom Creek, a native trout stream which is part of the Roanoke River watershed and which flows through a protected natural area, Bottom Creek Gorge Preserve, and which provides habitat for numerous rare fish species including the orangefin madtom, the bigeye jumprock and the riverweed darter.

G. The specific conservation values of the Amendment Property are described in an Easement Documentation Report, prepared by Grantee and signed and acknowledged by the Grantor that establishes the baseline condition of the Amendment Property at the time of this grant and includes reports, maps, photographs and other documentation.

H. The Grantor and Grantee have the common purpose of conserving the above-described conservation values of the Amendment Property in perpetuity, and the Commonwealth of Virginia has authorized the creation of Conservation Easements pursuant to Code of Virginia Chapter 10.1, Virginia Conservation Easement Act, Sections 10.1-1009 through 10.1-1016, and Grantor and Grantee wish to avail themselves of the provisions of that law.

NOW THEREFORE, the Grantor, in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein and in the Conservation Easement, and as an absolute and unconditional gift, does hereby give, grant and convey unto the Grantee a conservation easement in perpetuity over the Amendment Property as follows:

1. Incorporation of Terms of Easement. Except as provided in paragraph 2 below, all of the terms, restrictions and covenants contained in the Easement shall apply to the Amendment Property, and the Amendment Property shall be subject to the terms, restrictions and covenants of the Easement. The Amendment Property shall become a part of the Easement Property, and all of the terms, restrictions and covenants of the Easement shall apply to the Amendment Property as a part of the Easement Property. However, nothing contained in this Amendment shall be construed as vacating the boundary line between the Easement Property and the Amendment Property.

2. Structures on the Amendment Property. There shall be no constructing or placing of any building, tennis or other recreational court, landing strip, mobile home, swimming pool, fence or sign (other than those required by the Grantee for appropriate management), asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, sodium vapor light or any other temporary or permanent structure or facility on or above the Amendment Property, except that the Grantor shall have the right to construct and maintain on the Amendment Property one (1) single family residence and associated outbuildings, not to exceed four thousand (4,000) square feet in size and three (3) stories in height from ground elevation, together with the right to construct road access for the purpose of ingress and egress to such residence, the right to run utilities to such residence, and the right to drill one well for such residence for drinking water. No improvement shall be made within 200 feet of Bottom Creek. Any septic drain field must be located a minimum distance of one hundred (100) feet from any wetlands or streams, or in accordance with existing government regulations, whichever is the greater distance. The location of all improvements allowed hereunder must be approved by the

Grantee pursuant to paragraph 4.5 of the Easement, such approval not to be unreasonably withheld. No subdivision of the Amendment Property is permitted.

3. Easement in Full Force and Effect. Except as amended herein to include the Amendment Property under the terms of the Easement, the Easement shall remain in full force and effect. Neither the Easement nor this Amendment may be further amended or modified except by written instrument executed by the parties hereto.

4. Acceptance. As attested by the signature of its authorized representative affixed hereto, the Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Amendment and the conservation easement granted herein. This Amendment and the conservation easement granted herein are to be effective the date recorded in the Clerk's Office.

WITNESS the following signatures and seals; and

IN WITNESS WHEREOF, The Nature Conservancy, a District of Columbia non-profit corporation, has caused this instrument to be executed on its behalf by its duly authorized representative.

James L. Woltz [SEAL]
James L. Woltz

Jill Woltz [SEAL]
Jill Woltz

THE NATURE CONSERVANCY,
a District of Columbia non-profit corporation

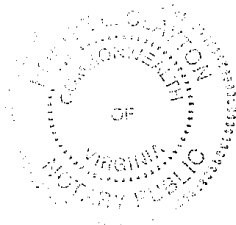
By: Linda Lundquist Crowe

Its: Director of Land Protection

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Roanoke

The foregoing instrument was acknowledged before me this 30th day of December, 2002, by James L. Woltz.

My commission expires: 12-31-06

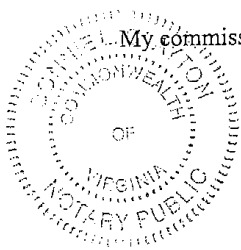


Bonnie L. Clayton
Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Roanoke

The foregoing instrument was acknowledged before me this 31st day of December, 2002, by Jill Woltz.

My commission expires: 12-31-06

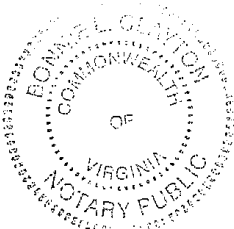


Bonnie L. Clayton
Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Roanoke

The foregoing instrument was acknowledged before me this 30th day of December, 2002, by Linda L. Crowe, who is Director of Land Protection of The Nature Conservancy, a District of Columbia non-profit corporation, on behalf of the corporation.

My commission expires: 12-31-06



Bonnie L. Clayton
Notary Public

EXHIBIT A

Real Estate Description

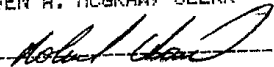
The Amendment Property

All that certain tract or parcel of land containing 67.296 acres, together with the improvements thereon, if any, and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, situate in the Windsor Hills Magisterial District, Roanoke County, Virginia, and being more particularly described according to a survey thereof prepared by David B. Scott, L. S. dated December 21, 2002, and designated thereon as "67.296 Acres," and which plat of survey is attached hereto and to be recorded herewith.

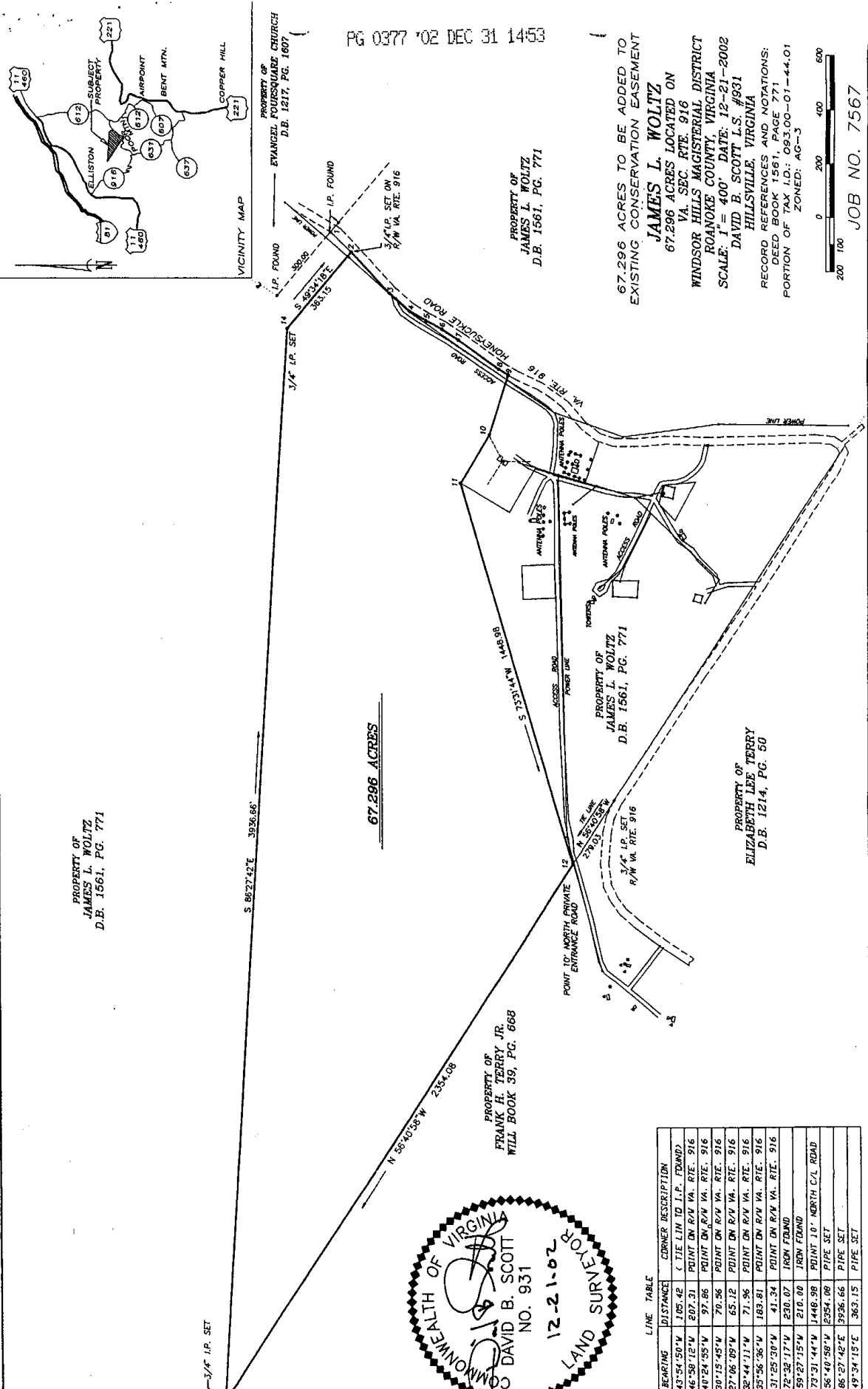
This is a portion of the real property acquired by James L. Woltz by: (i) deed from Eric Lee Sisler, Executor of the Estate of Lois M. Anderson, Grantor, dated October 5, 1993 and of record in the Clerk's Office of the Circuit Court of Roanoke County, Virginia in Deed Book 1423, Page 1101, and (ii) deed from John E. Woltz and Patricia G. Woltz, his wife, dated December 27, 1995, of record in the aforesaid Clerk's Office in Deed Book 1561, Page 771.

PG 0378 *02 DEC 31 14:53

INSTRUMENT #200226791
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
DECEMBER 31, 2002 AT 02:53PM
STEVEN A. MCGRAW, CLERK

BY:  (DC)

PG 0377 '02 DEC 31 14:53



PROPERTY OF
JAMES L. WOLTZ
D.B. 1561, PG. 771

67.296 ACRES

PROPERTY OF
JAMES L. WOLTZ
D.B. 1561, PG. 771

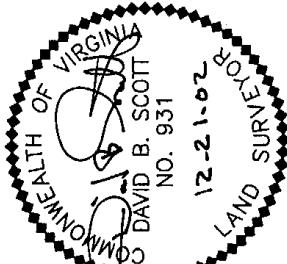
67.296 ACRES TO BE ADDED TO
EXISTING CONSERVATION EASEMENT
JAMES L. WOLTZ
67.296 ACRES LOCATED ON
VA. SEC. RTE. 916
WINDSOR HILLS MAGISTERIAL DISTRICT
ROANOKE COUNTY, VIRGINIA
SCALE: 1" = 400' DATE: 12-21-2002
DAVID B. SCOTT L.S. #931
HILLSVILLE, VIRGINIA

PROPERTY OF
ELIZABETH LEE TERRY
D.B. 1214, PG. 50

RECORD REFERENCES AND NOTATIONS:
DEED BOOK 1561, PAGE 771
PORTION OF TAX I.D.: 083.00-01-44-01
ZONED: AG-3



JOB NO. 7567



LINE TABLE

BEARING	DISTANCE	CORNER DESCRIPTION
S 43°54'50" W	105.42	(TIE-LIN TO I.P. FOUND)
S 46°58'15" W	207.31	POINT ON R/W VA. RTE. 916
N 40°24'55" W	97.86	POINT ON R/W VA. RTE. 916
S 30°15'45" W	70.56	POINT ON R/W VA. RTE. 916
S 27°06'05" W	65.12	POINT ON R/W VA. RTE. 916
S 22°44'11" W	71.96	POINT ON R/W VA. RTE. 916
S 35°56'36" W	183.81	POINT ON R/W VA. RTE. 916
S 31°25'30" W	41.34	POINT ON R/W VA. RTE. 916
N 72°32'17" W	230.07	IRON FOUND
S 73°31'44" W	216.00	IRON FOUND
N 58°40'58" W	2354.00	POINT 10' NORTH C/L ROAD
S 86°27'42" E	3026.66	PIPE SET
S 49°34'15" E	363.15	PIPE SET

COMMONWEALTH OF VIRGINIA



OFFICIAL RECEIPT
ROANOKE COUNTY CIRCUIT COURT
BEED RECEIPT

DATE: 12/31/02 TIME: 14:53:27 ACCOUNT: 151CLR200226791 RECEIPT: 02000040407
CASHIER: FRG REG: RE30 TYPE: AMEND PAYMENT: FULL PAYMENT
INSTRUMENT : 200226791 BOOK: PAGE: RECORDED: 12/31/02 AT 14:53
GRANTOR: HOLTZ, JAMES L EX: N LOC: CB
GRANTEE: NATURE CONSERVANCY EX: N PET: 100X
AND ADDRESS : ROANOKE COUNTY
RECEIVED OF : OSTERHOUT

CHECK : \$20.00

DESCRIPTION 1: PAGES: 0
2: NAMES: 0
CONSIDERATION: .00 ASSUME/VAL: .00 MAP:

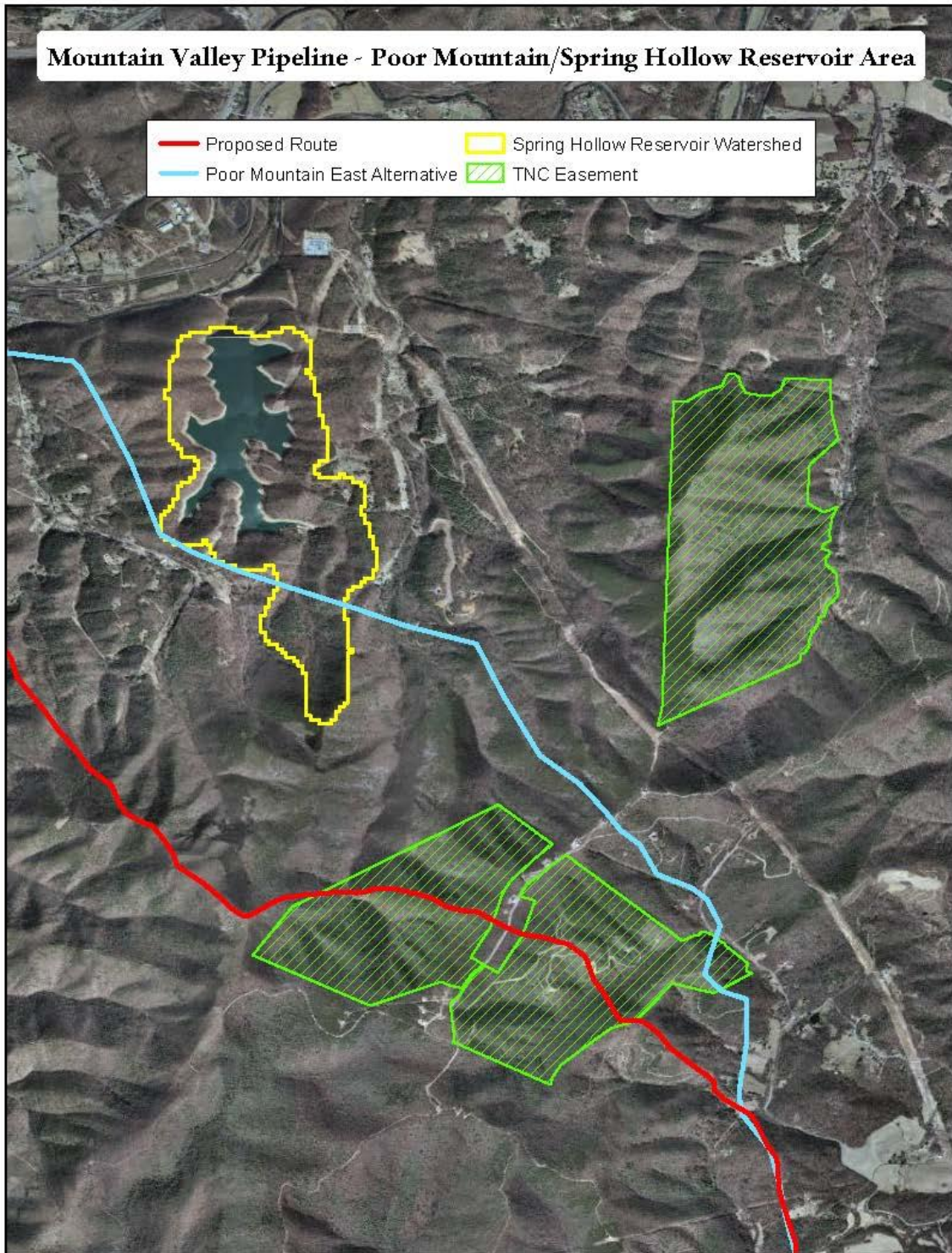
CODE DESCRIPTION	PAID	CODE DESCRIPTION	PAID
301 BEEDS	14.50	145 VSLF	1.50
106 TECHNOLOGY FUND FEE	3.00	442 TRANSFERS (113/315)	1.00

TENDERED : 20.00
AMOUNT PAID: 20.00
CHANGE AMT : .00

CLERK OF COURT: STEVEN A. MCGRAW

DC-18 (6/02)

Attachment 2



Attachment 3

