

FINAL LICENSE APPLICATION

Volume II of V

Part 3 - Draft Recreation Management Plan (Appendix H)

Byllesby-Buck Hydroelectric Project (FERC No. 2514)

February 28, 2022

Prepared by:



Prepared for:

Appalachian Power Company



An **AEP** Company

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Draft Recreation Management Plan

Byllesby-Buck Hydroelectric
Project (FERC No. 2514)

January 26, 2022

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Acronyms

ADA	Americans with Disabilities Act
AEP	American Electric Power
Appalachian or Licensee	Appalachian Power Company
CFR	Code of Federal Regulations
FERC or Commission	Federal Energy Regulatory Commission
FLA	Final License Application
ft	feet/foot
LPDA	Land Planning Design Associates
Management Plan	Project Recreation Management Plan
MOU	Memorandum of Agreement
PM&E	protection, mitigation, and enhancement
Project	Byllesby-Buck Hydroelectric Project
USFS	U.S. Forest Service
USFWS	U.S. Fish and Wildlife Service
VDEQ	Virginia Department of Environmental Quality
VDWR	Virginia Department of Wildlife Resources
VDCR	Virginia Department of Conservation and Recreation

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1 Project Introduction and Background

Appalachian Power Company (Appalachian or Licensee), a unit of American Electric Power (AEP), is the Licensee, owner, and operator of the two-development Byllesby-Buck Hydroelectric Project (Project) (Federal Energy Regulatory Commission [FERC or Commission] Project No. 2514), located on the upper New River in Carroll County, Virginia (see Figure 1). The Project consists of two hydroelectric developments. The Byllesby Development is located about nine miles north of the city of Galax, Virginia, on the New River. The Buck Development is located about 3 miles downstream from the Byllesby Dam. Each development consists of a reservoir, concrete gravity dam and spillway, and powerhouse. The Project also includes a control house and switchyard located at the Byllesby Development and two 2-mile long 13.2-kV overhead transmission lines connecting the two developments. Recreation activities at the Project include fishing, biking, hiking, and small craft boating. The former Norfolk & Western Railroad right-of-way extends along the western shore of the Project and has been converted to the New River Trail State Park, a 57-mile-long park typically used for hiking, walking, biking, and horseback riding. Most of the land to the west of the Project is owned by the U.S. Forest Service (USFS) and consists of the George Washington and Jefferson National Forest.

The Project is currently licensed by the FERC under the authority granted to FERC by Congress through the Federal Power Act, 16 United States Code (USC) §791(a), et seq., to license and oversee the operation of non-federal hydroelectric projects on jurisdictional waters and/or federal land. The Project underwent relicensing in the early 1990s, and the current operating license for the Project expires on February 29, 2024. Accordingly, Appalachian is pursuing a new license for the Project pursuant to the Commission's Integrated Licensing Process, as described at 18 Code of Federal Regulations (CFR) Part 5. In accordance with FERC's regulations at 18 CFR §16.9(b), the licensee must file its final application for a new license with FERC no later than February 28, 2022.

In conjunction with the relicensing effort, Appalachian coordinated with Project stakeholders to conduct a Recreation Study and develop this Project Recreation Management Plan (Management Plan). It is the intent of Appalachian and the Project stakeholders that this Management Plan will be implemented throughout the term of the license to be issued by FERC.

Preparer's Note: This section to be updated after new license issuance to describe recreation-related requirements of the new license and summarize consultation or other relevant activities that occurred following the filing of the Final License Application (FLA) by Appalachian.

2 Purpose of the Management Plan

The purpose of the Management Plan is to identify measures for enhancing public access to Project lands and waters and to describe how this will be accomplished over the term of the new license. The Management Plan provides an inventory of the existing Project- and Non-Project recreation facilities, the facilities proposed to be developed or enhanced, provisions for operation and maintenance of the recreation facilities, and consultation with Project stakeholders. This draft Management Plan will be distributed to Project stakeholders for review and comment, and Appalachian intends to include this Draft Recreation Management Plan and documentation of consultation with FERC in conjunction with the FLA to be filed by February 28, 2022.

Appalachian expects that, as has been done over the previous license terms, there will be instances when it makes sense to develop a cooperative agreement between Appalachian and other parties to manage a resource in a mutually beneficial way. These types of agreements will be outside of the license and may reflect additional measures that are above those required by this Management Plan. Where cooperative agreements are already in place, they will be noted as such.

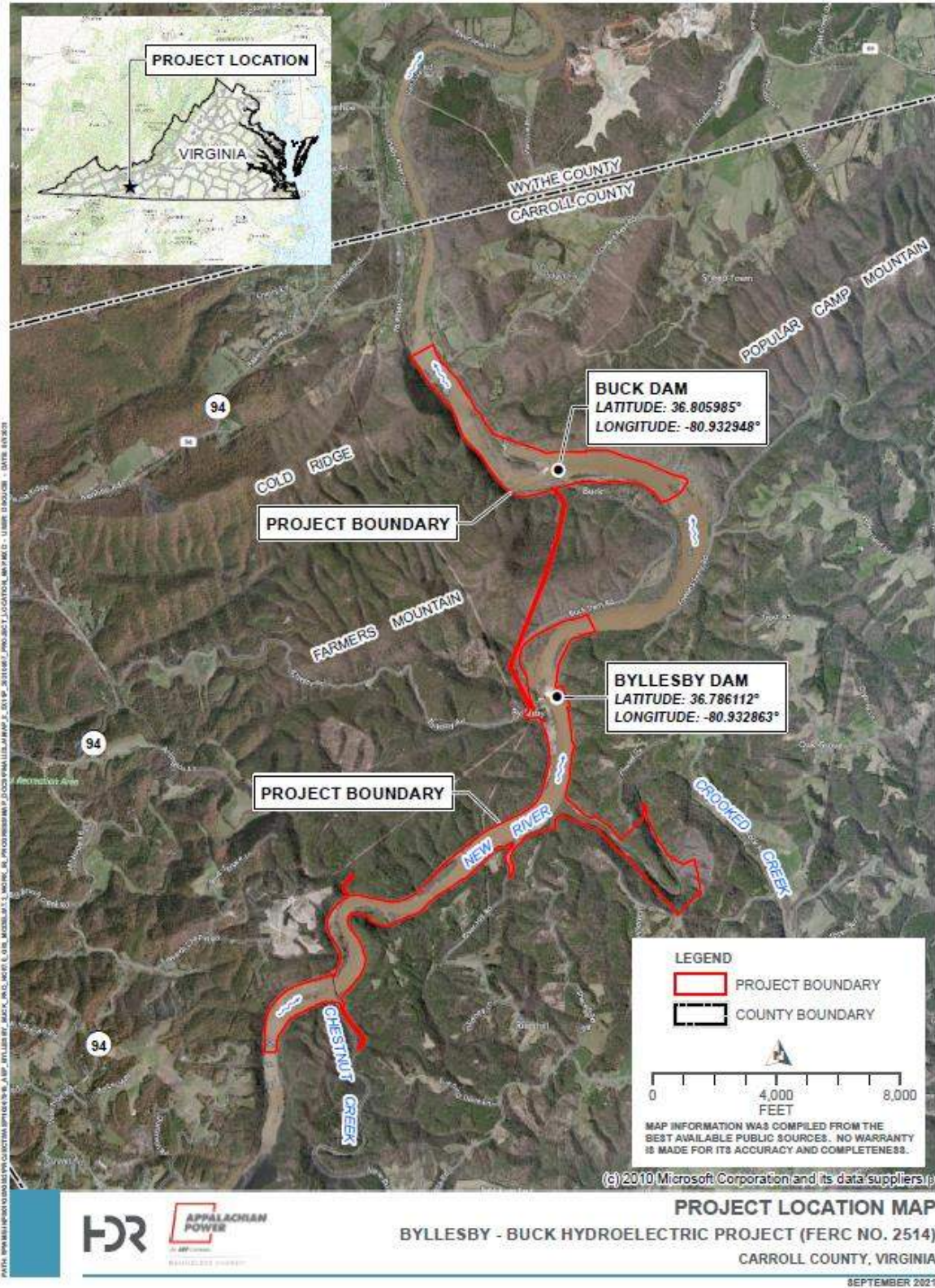


Figure 1. Byllesby-Buck Project Location Map

3 Summary of the Relicensing Recreation Study

The contents of this Management Plan are based upon information gathered by the Recreation Study conducted by Appalachian in support of the relicensing. The primary objectives of the Recreation Study were as follows:

- Gather information on the condition of the existing Project-related public recreation facilities to identify any need for improvement;
- Characterize current recreational use of the Study Area;
- Assess future demand for public recreation at the Project;
- Solicit comments from stakeholders on potential enhancements or new facilities; and
- Analyze effects of continued Project operation on Project-related recreation facilities.

In support of the Recreation Study, Appalachian and their consultants implemented a range of data collection techniques, including a Recreation Facility Inventory and Condition Assessment, a virtual meeting and in-person site visit with stakeholders, a recreation visitor use online survey, and collection of visitor counts and site usage characterization through trail camera installations. Highlights of the findings of the Recreation Study relevant to the measures proposed in this Management Plan are summarized below. Locations and descriptions of the facilities listed in this summary are provided in Section 4 of this Management Plan. For additional details of the Recreation Study, refer to the Project Recreation Study Report (HDR 2021).

- The Project is set in scenic, natural surroundings and the historic dams provide cultural interest.
- Many recreation areas at or near the Project contain aging though functional furnishings.
- Visitors would benefit from additional public safety and directional signage.
- Existing sites with highest usage during the study period were the Byllesby Boat Launch, Buck Dam Canoe Portage, New River Canoe Launch, and New River Trail Picnic Area. Fishing and canoe/kayaking were the most popular activities documented from online surveys of visitors.
- Most visitors are local to the region.
- Facility usage followed traditional seasonal recreation patterns with May, June, and July being the peak months.
- The Project facilities most frequented by users based on trail camera observations in 2020 are the Byllesby Boat Launch (leased to and operated by Virginia Department of Wildlife Resources [VDWR]) and the Byllesby Canoe Portage parking lot. These two Project

facilities provide access to a range of recreation opportunities including boating, canoeing, fishing, walking, biking, and hiking. The Byllesby Boat Launch has the easiest boat access to the New River within the Project boundary. Fishing is also popular along the shoreline at this facility.

- The Byllesby Canoe Portage parking lot was typically used to access the New River Trail (for biking, hiking, walking, and dog walking) rather than the expected use (i.e., loading and unloading kayaks and canoes).
- The New River Canoe Launch was used as intended (canoe/kayak put-in), but more frequently used for bank fishing or relaxing along the sandy shore.
- The Buck Dam Canoe Portage was seldomly used; when it was accessed it was used as a put-in as well as for bank fishing. The put-in is only accessible by water or by crossing the Buck bypass on foot. Stakeholders noted during the October 28, 2020 site visit that

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users cross the Buck bypass to Mountain Island¹ to gain angler access further downstream of the put-in.

- The New River Trail Picnic Area is maintained and operated by the Virginia Department of Conservation and Recreation (VDCR). The upper and lower areas provides a wide range of recreational opportunities including picnicking, horseback riding, biking, walking (and dog walking), grilling, fishing, observing wildlife, and more.

¹ The Buck Dam Canoe Portage is located on Mountain Island (or Buck Island) which is an island between the Buck powerhouse and the bypass (

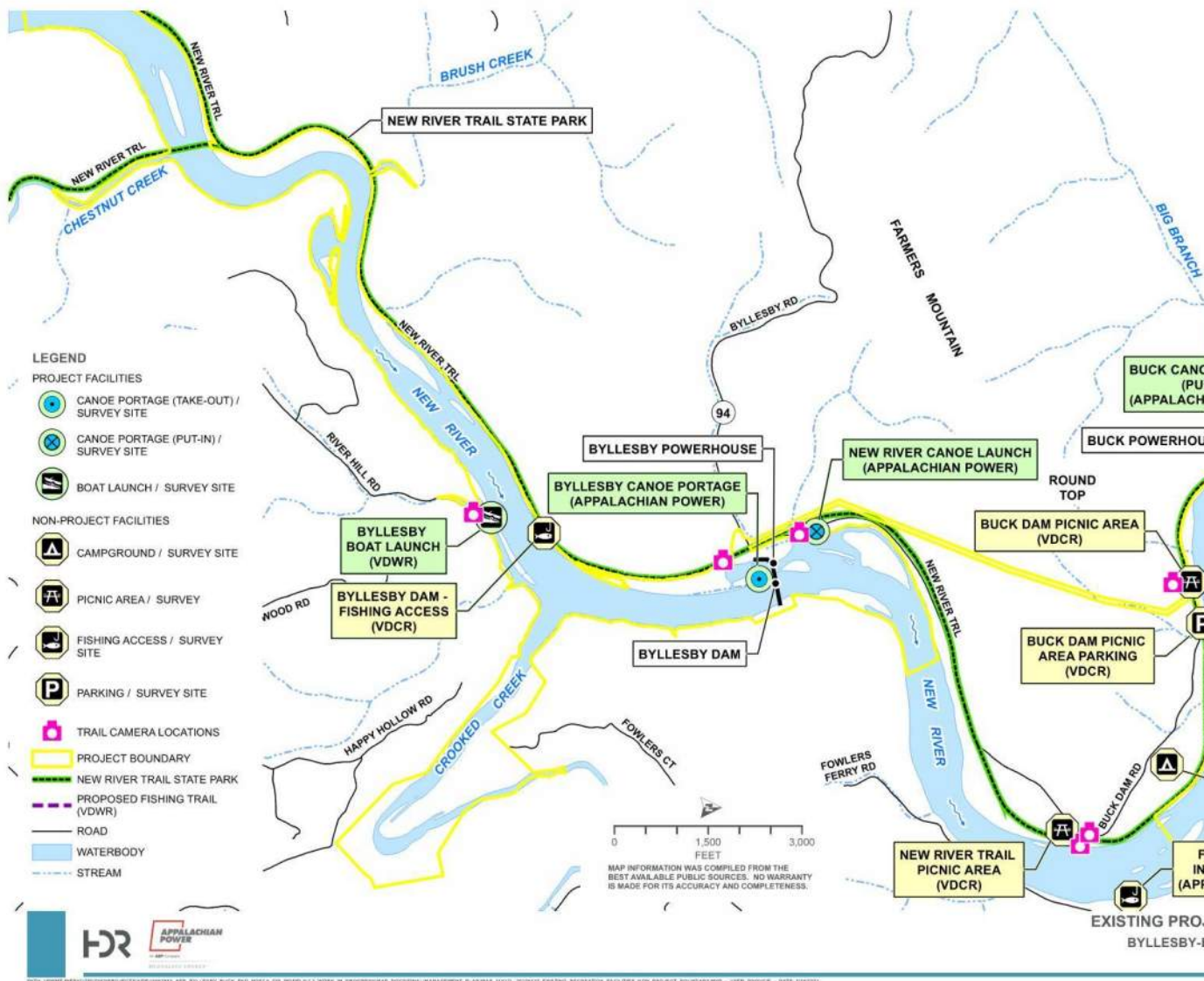


Figure 2).

- Usage at the Buck Dam Picnic Area, just downstream of the New River Trail Picnic Area on the New River Trail, was similar to the New River Trail Picnic Area and generally included picnicking, hiking, biking, horseback riding, and walking (and dog-walking). These areas have direct access from the New River Trail and receive consistent use, especially from spring to fall.
- The area below the Buck powerhouse on river right (as viewed looking downstream) known locally as Loafer's Rest was identified during the Recreation Study by the majority of stakeholders as an area where they considered improvements would be most beneficial, specifically for improvements to parking and portaging at the existing put-in and connectivity to fishing access to the Buck tailrace.

4 Existing Recreational Facilities

Recreation activities at the Project mostly consist of fishing, biking, hiking, and small craft boating. Recreation facilities at or in the immediate vicinity of the Project are depicted on Figure 2.

Under the existing license issued for the Project in 1994 and as documented in the previous Recreation Plan (Appalachian 1994a), the Project presently supports five FERC-approved ("Project") public recreation facilities owned by Appalachian. Additional ("Non-Project") public recreation facilities or informal access areas exist in the vicinity of the Project boundary. Project and Non-Project recreation facilities are listed and described in Table 1, and locations are shown on Figure 2. Detailed site plans for these areas are provided in Appendix A. All facilities described in this Management Plan are open to the public and operate free of charge, year-round, from dawn until dusk.

Two of the Project recreation facilities are solely operated by Appalachian, and the remaining three Project recreation facilities are operated by VDCR or VDWR. Delineation of responsibilities (e.g., capital cost of construction, maintenance, and land ownership) for sites operated by VDCR or VDWR are defined in the Memorandum of Understanding (MOU) executed by Appalachian, VDWR, and the VDCR on June 7, 1994 (Appendix B). The MOU describes provisions for public recreational access to various points along the New River, including but not limited to the Project (Appalachian 1994b).² The

² The MOU provided for development of 17 public access sites along the New, James, and Roanoke Rivers. Appalachian's commitments under the MOU included contributing approximately \$165,000 toward construction of facilities, leasing of approximately 6 acres of land to VDWR (then the Virginia Department of Game and Inland Fisheries) for development of the sites, and providing maintenance services for selected sites within project boundaries. VDCR and VDWR were responsible for securing the remaining capital required for construction, obtaining other lands required for development of the sites, constructing the facilities, and providing the balance of the maintenance requirements. The MOU encompassed the recreational enhancements proposed by Appalachian as part of the previous license issued for the Project, several additional sites then identified by the Virginia agencies within or

MOU remains in place for the term of the leases granted thereunder, including the lease agreements between Appalachian and VDWR and VDCR for the areas indicated in Table 1. The lease agreements are provided in Appendix C.

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immediate adjacent to the Project boundary, and other recreational developments outside of and separate from the Project.



Table 1. Summary of Existing Recreation Facilities at Byllesby-Buck Project

Recreation Facility	Project or Non-Project Facility	Owner/ Operator	Amenities	Relationship to Project Boundary	Additional Notes or References
Byllesby Development					
Byllesby Boat Launch	Project Facility	Leased to and Operated by VDWR. VDWR responsible for major and minor maintenance. ^a	Provides single-lane boat concrete boat launch with gravel parking area.	Within Project boundary	Lease agreement with VDWR executed October 31, 1995 (Appendix C). Since 2014, Agreement is automatically renewed annually for the term of the license, inclusive of renewals. Described in 1994 MOU Schedule A.
Byllesby Canoe Portage	Project Facility	Owned and operated by Appalachian	Provides approximate 1,500-foot (ft) portage trail. Site consists of a hand-carry canoe take-out and an information trailhead kiosk for the New River Trail State Park.	Within Project boundary	Relocated to current location in 2010 in consultation with VDCR and USFS (see FERC Order Modifying Recreation Plan, November 12, 2010).
New River Canoe Launch	Project Facility	Owned and operated by Appalachian	Provides small, gravel parking area with short trail leading to a hand-carry boat launch (also serves as put-in for the Byllesby Canoe Portage).	Adjacent to Project boundary	Required by and described in 1994 MOU Schedule A.
VDCR Fishing Site	Project Facility	Leased to and Operated by VDCR. VDCR responsible for major and minor maintenance.	Provides a stone embankment cleared for bank fishing and reservoir viewing. Approximately ¾ mile upstream of the Byllesby dam on the western shore.	Adjacent to Project boundary	Required by and described in 1994 MOU Schedule A.
Buck Development					
Buck Dam Canoe Portage	Project Facility	Owned and operated by Appalachian	Provides crushed stone hand-carry take out and a hand-carry put in.	Within Project boundary	Required by and described in 1994 MOU Schedule A.



Recreation Facility	Project or Non-Project Facility	Owner/ Operator	Amenities	Relationship to Project Boundary	Additional Notes or References
Buck Dam Picnic Area	Non-Project Facility	Owned and operated by VDCR	Provides gravel parking for vehicles, information kiosk, and access to New River Trail. Also provides a picnic area with picnic table, trash can, portable restroom facility, and a hitching post for equestrian trail users.	Adjacent to Project boundary	Facility part of New River Trail State Park.
New River Trail Picnic Area	Non-Project Facility	Owned and operated by VDCR	Provides upper and lower recreation areas that include benches, picnic tables, bike rack, trash can, grill, and informal angling access to the Buck reservoir.	Adjacent to Project boundary	Facility part of New River Trail State Park.
Loafer's Rest	Non-Project Facility	Leased to and Operated by VDWR	Provides a parking area and walking trail to access the New River. Stakeholders are interested in angler access from the Loafer's Rest recreation area to the tailrace of Buck Dam.	Adjacent to Project boundary	Lease agreement with VDWR dated September 29, 2000 (Appendix C). Agreement to be extended through new license term and amended for improvements to be made by the Licensee and maintained by VDWR.

^a As defined in the 1994 MOU:

- Major maintenance: Routine, normal day-to-day maintenance of facilities which shall be limited to trash pickup, lawn mowing and clearing of small-scale vegetation, and minor repair work that can be accomplished without significant interruption to normal work duties or substantial monetary expenditures.
- Minor maintenance: Any maintenance activities beyond routine, normal, day-to-day maintenance of facilities, such as repair of access road, boat ramps, docks, parking areas, and picnic areas.

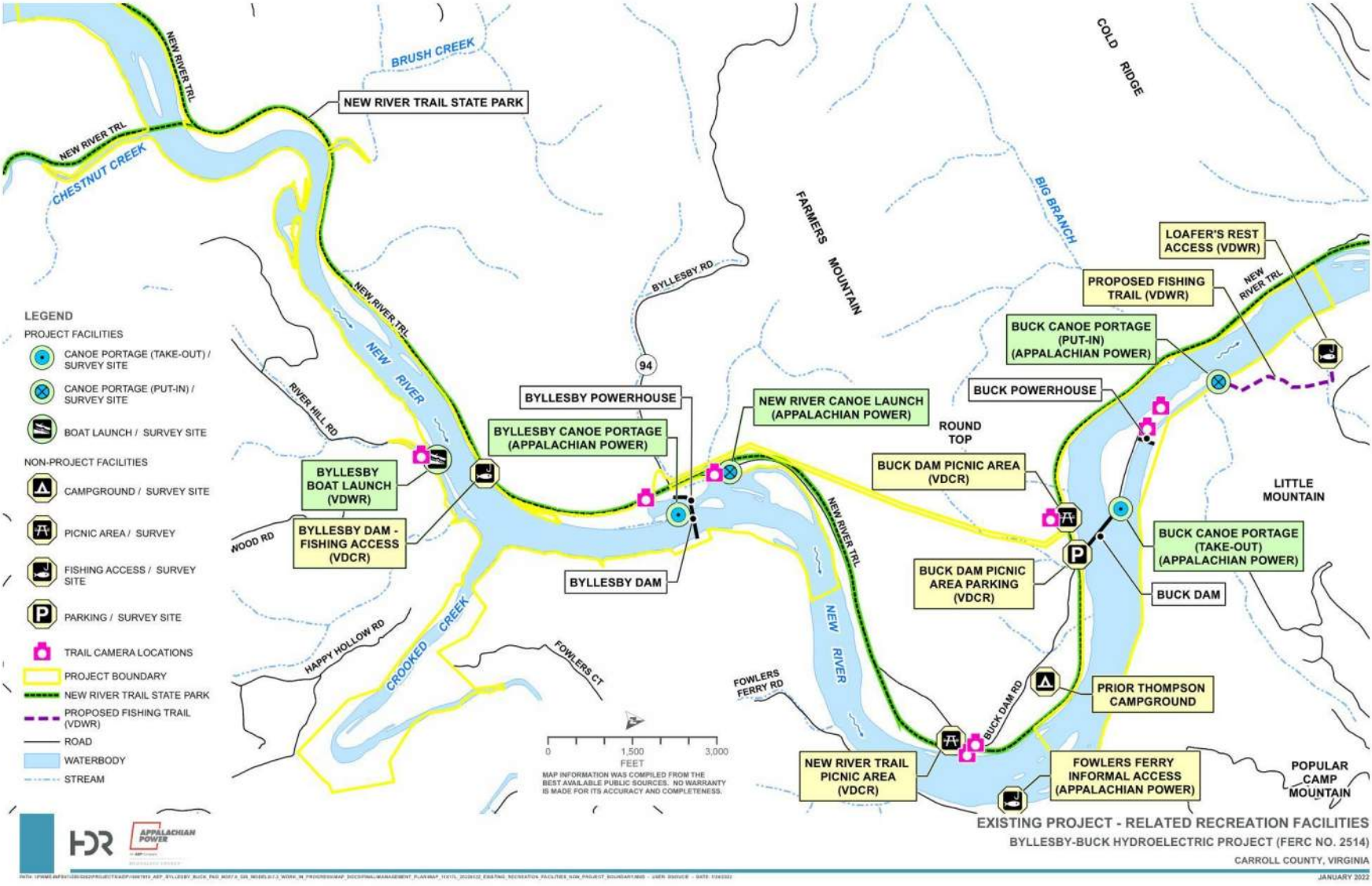


Figure 2. Recreational Facilities at the Bylesby-Buck Project

5 Proposed Recreational Enhancements

Based on the findings of the Recreation Study and consultation with Project stakeholders, Appalachian has identified improvements at the Project facilities and one non-Project facility in the new license term to enhance public access to Project lands and waters. Appalachian also proposes to update recreational and public safety signage throughout the Project boundary (see Section 6) and will continue to operate and maintain the existing recreational facilities owned and operated by Appalachian.

The sections below describe the enhancements to be implemented under the term of the new license, including a general description of the facilities to be added or improved, schedule for completion, and estimated costs. Appalachian will continue to work with VDWR and VDCR regarding enhancements at the existing sites that are under the lease agreements and develop maintenance agreements for the new or improved amenities. Appalachian will ultimately be responsible for ensuring that the additional recreation access and enhancements are implemented and maintained as provided in this Management Plan.

5.1 Proposed Enhancements to Project Recreation Facilities

Structures and enhancements proposed in this Management Plan will be located on property that is under the control of Appalachian and within the Project boundary. Appalachian will retain the ability to operate and maintain Project recreation facilities in the event VDWR or VDCR would terminate the lease or operating agreement.

5.1.1 Byllesby Boat Launch

The Byllesby Boat Launch is operated and maintained by the VDWR in accordance with the 1994 MOU and the lease agreement executed between Appalachian and VDWR. Site constraints that limit potential amenities at this site include periodic flooding (e.g., high flow events have historically most often occurred in the spring or in the summer hurricane season) and the location of the existing parking lot, which is surrounded by marshes, wetlands, and streams. A summary of features of this site is provided in Table 2. Enhancements identified for this site are listed in *ADA=American with Disabilities Act

Table 3.

Table 2. Byllesby Boat Launch - Existing Features

Item	Description
Location	Off River Hill Road in Galax, VA (36°46'24.93"N, 80°56'11.43"W)
Facility Type	16-ft wide concrete ramp with gentle slope; can be used by canoes, kayaks, and motorized boats.
Fee	No
Manager	VDWR (under lease agreement with Appalachian)
Parking	18 spaces, gravel surface
ADA*/Accessibility	No
Other Amenities	VDWR regulations signs (4)

*ADA=American with Disabilities Act

Table 3. Byllesby Boat Launch – Proposed Enhancements

Enhancement (by Appalachian unless otherwise noted)	Schedule	Estimated Cost
Pave gravel parking lot with asphalt.	2025	\$75,000
Install solar-power dusk to dawn light near main sign at entrance.	2025	\$5,000
Design and install sign identifying the area and associating it with the FERC license, project number, and licensee.	2025	\$2,500
Install sign providing address or site location information for emergency response (i.e., 911).	2025	\$1,000
Add wayfaring sign(s) along Hebron Road directing visitors to the site. [VDWR]	2025	\$2,500

5.1.2 Byllesby Dam Fishing Access

A summary of identified features at the Byllesby Dam Fishing Access site is provided in Table 4. Enhancements identified for this site are listed in Table 5.

Table 4. Byllesby Dam Fishing Access - Existing Features

Item	Description
Location	Approximately ¾ mile upstream of Byllesby Dam, western shore of New River adjacent to New River Trail (36°46'33.52"N, 80°56'8.27"W).
Facility Type	Provides a stone embankment cleared for bank fishing and reservoir viewing. Amenities include trash receptacle, wood bench without back, fire ring and grill, and lantern hook.
Fee	No
Manager	VDCR (under MOU with Appalachian)
Parking	No

Item	Description
ADA/Accessibility	No

Table 5. Byllesby Dam Fishing Access – Proposed Enhancements

Enhancement (by Appalachian unless otherwise noted)	Schedule	Estimated Cost
Replace bench.	2026	\$1,500
Replace/refurbish fire ring and grill.	2026	\$2,500
Design and install sign identifying the area and associating it with the FERC license, project number, and licensee.	2026	\$1,500
Install sign providing address or site location information for emergency response (i.e., 911).	2026	\$1,000
[VDWR] Add fishing regulation sign.	2026	\$500

5.1.3 Byllesby Canoe Portage (Take-Out)

A summary of identified features at the Byllesby Canoe Portage (take-out) is provided in Table 6. Enhancements identified for this site are listed in Table 7.

Table 6. Byllesby Canoe Portage (Take-Out) - Existing Features

Item	Description
Location	Upstream of the Byllesby Dam forebay and boat barrier on the western shore of New River (36°47'3.76"N, 80°55'58.06"W).
Facility Type	Gravel trail and parking area. Trail length from river access gate to portage 775 ft and 460 ft from the parking area to the river access gate.
Fee	No
Manager	Appalachian
Parking	12 spaces, gravel surface
ADA/Accessibility	No
Other Amenities	FERC project sign (1), facility identification signs (3), regulation signs (3), directional signs (5), wood kiosk (1)

Table 7. Byllesby Canoe Portage – Proposed Enhancements

Enhancement (by Appalachian unless otherwise noted)	Schedule	Estimated Cost
Replace/refurbish existing FERC project and directional signage.	2026	\$3,500
Install additional sign(s) providing emergency contact information for AEP or county emergency management.	2026	\$1,000



5.1.4 New River Canoe Launch (Put-In)

A summary of identified features at the New River Canoe Launch (put-in) is provided in Table 8. Enhancements identified for this site are listed in Table 9.

Table 8. New River Canoe Launch - Existing Features

Item	Description
Location	Downstream of the Byllesby Dam tailrace (36°47'14.34"N, 80°56'8.94"W)
Facility Type	Parking area and short gravel road connecting to portage put-in in a relatively flat, sandy, shallow water area. Distance from the portage take-out gate to the portage put-in gate is 1,175 ft.
Fee	No
Manager	Appalachian
Parking	10 spaces, gravel surface
ADA/Accessibility	No
Other Amenities	Facility identification signs (1), regulation signs (2)

Table 9. New River Canoe Launch – Proposed Enhancements

Enhancement (by Appalachian unless otherwise noted)	Schedule	Estimated Cost
Design and install sign identifying the area and associating it with the FERC license, project number, and licensee.	2026	\$2,500
Replace/refurbish existing facility identification signage.	2026	\$1,000

5.1.5 Buck Canoe Portage (Take-Out and Put-In)

Although the Buck Canoe Portage was not frequently used during the Recreation Study period, Appalachian and stakeholders believe that minor improvements to accessibility of the portage may increase the use. The existing portage put-in is very steep and the water from the tailrace is swift-moving, making it a challenging portage to launch a canoe or kayak. The portage take-out is in good condition and was recently improved with a new sign, graded access, and aggregate surfacing. The portage put-in location is only accessible by canoe/kayak (via the portage take-out upstream of Buck Dam), however users will on occasion cross the Buck bypass reach on foot to fish around the immediate area. A summary of identified features at the Buck Canoe Portage is provided in Table 10. Enhancements identified for this site are listed in Table 11.

Table 10. Buck Canoe Portage - Existing Features

Item	Description
Location	Access to Buck Tailrace from Mountain Island (36°48'32.73"N, 80°56'25.77"W).
Facility Type	Portage take-out, put-in, and trail (intended for hand-carry). Road surface approximately 10 ft wide, consisting of asphalt maintenance road, gravel access road, and gravel walking trail. Total portage route 1,440 ft.
Fee	No
Manager	Appalachian
Parking	None
ADA/Accessibility	No
Other Amenities	Facility identification sign (1) at upper portage, directional signs (3)

Table 11. Buck Canoe Portage – Proposed Enhancements

Enhancement (by Appalachian unless otherwise noted)	Schedule	Estimated Cost
Re-grade, add slide, and relocate put-in slightly downstream.	2026	\$50,000
Design and install sign identifying the area and associating it with the FERC license, project number, and licensee.	2026	\$2,500
Replace/refurbish existing facility identification and directional signage.	2026	\$2,500

Final plans for this site will be developed in consultation with VDWR and provided to FERC for review and approval prior to construction.

5.2 Non-Project Recreation Facilities

5.2.1 Loafer’s Rest Area and Fishing Trail

Loafer’s Rest has been identified as an existing Non-Project facility that has the potential for enhancements that would greatly benefit public use and access to the New River. Loafer’s Rest Portage Put-In is operated by VDWR and leased from Appalachian (Appendix C) but is outside of the FERC Project boundary (see Figure 3). It currently consists of a road, parking lot (12 spaces), a dove hunting field, a switchback trail (not ADA compliant), and faded signage. The launch put-in is located on natural riverbank and is undergoing erosion. Additionally, the put-in is relatively far from the existing parking lot, requiring users to carry their boats a long distance.

Through the Recreation Study performed for the relicensing, two primary improvements in the vicinity of the Loafer’s Rest Area were identified by stakeholders: 1) vehicle access closer to the New River and 2) a new fishing access point and trail to the Buck tailrace. Additional improvements identified by



VDWR included improvements to the Loafer’s Rest put-in, emergency vehicle access, hardening the water access for emergency boat launching by VDWR, and updated signage.

Through site visits and stakeholder consultation conducted for the Recreation Study, an existing farm trail and utility right-of-way were identified as having the potential to provide access from the Loafer’s Rest area to the lower portion of the Buck tailrace for bank fishing. The existing trail would also need sufficient improvements. Additionally, to provide access directly to the tailrace, an almost 1-mile-long new trail would need to be developed from the existing farm trail. The bank along the Buck tailrace is wide enough to provide adequate room for anglers, therefore no additional improvements along the bank are proposed at this time. The generally undeveloped area of the trails and bank fishing access are also leased by Appalachian to VDWR (Appendix C) and located outside of the Project boundary.

Appalachian proposes to design and construct these improvements for VDWR, and VDWR would then operate and maintain the Loafer’s Rest Area and Fishing Trail (Non-Project facility) for the duration of the lease. Appalachian sub-contracted with Land Planning Design Associates (LPDA) to develop conceptual plans and order of magnitude estimates of probable cost for the potential improvements. These conceptual plans, which have not yet been field verified and are subject to refinement through the design process, are provided in Appendix D. Appalachian will coordinate with VDWR and other applicable agencies to complete necessary permitting and other regulatory approvals, including wetland/waterbody delineation, any necessary resource surveys or identification of time of year restrictions for certain activities, and cultural resources consultation, prior to commencement of construction. A summary of identified features at the Loafer’s Rest Area and Fishing Trail is provided in Table 12. Enhancements identified for this site are listed in Table 13.

Table 12. Loafer’s Rest Area and Fishing Trail - Existing Features

Item	Description
Location	Off Loafer’s Rest Road in Austinville, VA (Existing parking lot at 36°49’0.95”N, 80°56’39.03”W)
Facility Type	River access area, including gravel road and parking area, dove hunting field, switchback trail, gravel trail down to unimproved put-in access to the river. Farm trail and utility right-of-way provide informal access to Buck tailrace area.
Fee	No
Manager	VDWR
Parking	Approximately 12 spaces, gravel surface
ADA/Accessibility	No
Other Amenities	VDWR regulation signage and dove hunting field



Table 13. Loafer’s Rest Area and Fishing Trail – Proposed Enhancements

Enhancement (by Appalachian unless otherwise noted)	Schedule	Estimated Cost
Fishing Trail		
Site preparation (mobilization, erosion and sedimentation control, fishing area clearing, new trail clearing and grubbing)	2028	\$25,500
Dirt trail improvements, including area of 4-ft-wide timber steps and installation of a stabilizing farm bridge (mobilization, erosion and sedimentation control, fishing area clearing, new trail clearing and grubbing)	2028	\$40,000
Loafers Rest Area		
Site preparation (mobilization, erosion, and sedimentation control, clearing and grubbing, realign intersection, earthwork, and grading)	2028	\$105,500
Loafer’s Rest Area - construct crushed stone vehicular access, parking area, kayak access trail; construct articulated concrete mat and stone 12-ft-wide boat access ramp; install site signage and furnishings; landscape improvements	2028	\$184,500

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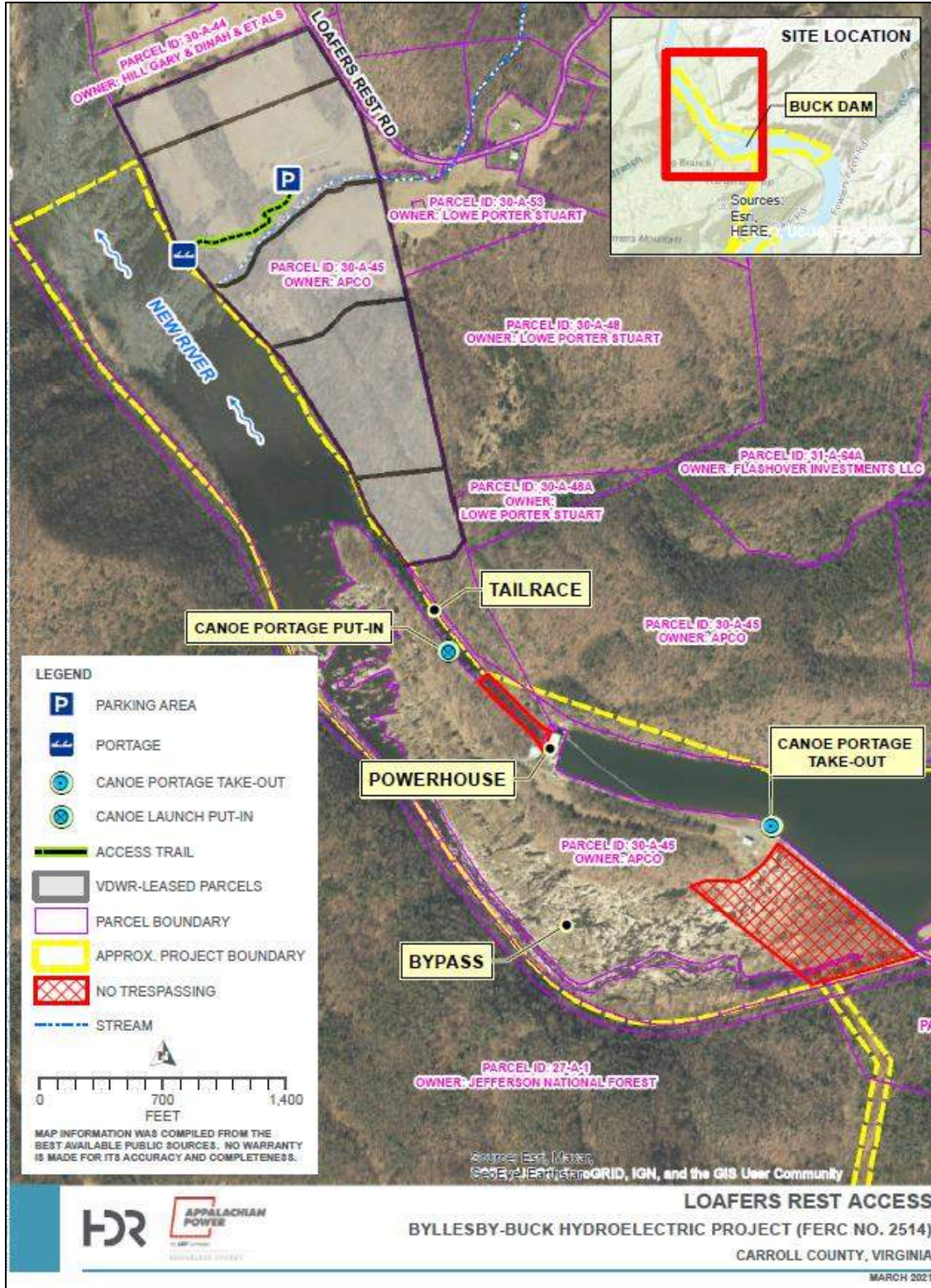


Figure 3. Existing Loafer’s Rest Put-In, Parking Lot, and Access Trail

6 Provisions for Informational and Directional Signage

Under the 1994 MOU, the Virginia agencies (i.e., VDWR and VDCR) are responsible for installing and maintaining appropriate signs at the location of each access site covered by the MOU, including information on such signs as required by FERC. Appalachian is to reimburse the Virginia agencies for the additional cost, if any, of including such information as required by FERC, to the extent such information is not otherwise provided by the Virginia agencies. Signs proposed in this Management Plan will be installed by Appalachian and designed in conformance with current VDWR Wildlife Management Area Design Handbook signage guidelines, as practicable, or other guidance provided by VDWR, and in consultation with VDWR. Locations and descriptions of existing signs at the Project facilities are shown in the figures in Appendix A.

During the previous license term, informational kiosks were designed and installed at multiple locations at the Project. The kiosks are constructed of treated lumber, plywood, and wood roofing shingles, to blend in with the natural surroundings. A typical kiosk design is shown in the drawing provided in Appendix E. Installation and maintenance of information kiosks (maintained by VDWR or VDCR) has been provided in the 1994 MOU.

Appalachian maintains public safety signage at the Project in accordance with the previously approved Public Safety Plan on file with the FERC Regional Engineer and FERC's regulations at 18 CFR § 8.2.

7 Provisions for Operation and Maintenance

Day-to-day operation of the recreation facilities, as well as minor and major maintenance, are the responsibility of the managing entity (e.g., Appalachian, VDWR, VDCR) for each site, in accordance with prevailing lease agreements.

For major maintenance activities at or modifications to the Project facilities or within the Project boundary, Appalachian will provide plans to FERC for prior approval. If changes to existing facilities are proposed, they will be submitted in the form of an update to this Management Plan, as described in Section 9.

8 Recreation Feature Inventory

This Management Plan includes an inventory of amenities at the Project recreation sites (Appendix F). Due to near-term proposed enhancements to the Loafers Rest area and signage at multiple

locations, as described above, Appalachian will update this inventory following FERC's approval of the Management Plan and implementation of the proposed enhancements.

9 Modifications to the Management Plan

Substantive modifications to this Management Plan or the schedule and proposals outlined herein will be submitted to the stakeholders listed in Section 10 of this document, and any additional stakeholders who request to be added to this distribution by Appalachian, for review and then filed with FERC for approval. Prior to installing structures and enhancements other than signage or minor replacements in kind of existing amenities, design details (as applicable) for Project facilities will be submitted to FERC for approval. If future enhancements are proposed over the new license term, an updated Management Plan will be developed, including design details of additional facilities, documentation of consultation, cost estimates, and schedule. The Virginia Department of Historic Resources will be included in the consultation process regarding construction of new or improved Project and Non-Project facilities.

10 Consultation

The draft Management Plan is being distributed to the following Project stakeholders for a 30-day review and comment period:

- U.S. Fish & Wildlife Service (USFWS)
- Virginia Department of Environmental Quality (VDEQ)
- VDWR
- VDCR - New River Trail State Park
- Carroll County
- Town of Wytheville
- New River Conservancy

Appalachian plans to provide a revised draft Management Plan, including a summary of comments received, and Appalachian's response to comments, including description of where and how comments have been addressed in the revised draft plan, with the FLA. Documentation of consultation will also be provided in Appendix G.

11 References

Appalachian Power Company. 1994a. Revised Recreation Plan, Byllesby-Buck Hydroelectric Project, FERC No. 2514-003, Virginia. August 30, 1994.

Appalachian Power Company. 1994b. Revised Recreation Plan – Memorandum of Understanding. Byllesby-Buck Hydroelectric Project, FERC No. 2514-003, Virginia. June 7, 1994.

HDR Engineering, Inc (HDR). 2021. Recreation Study Report, Byllesby-Buck Hydroelectric Project (FERC No. 2514), Virginia. November 17, 2021.

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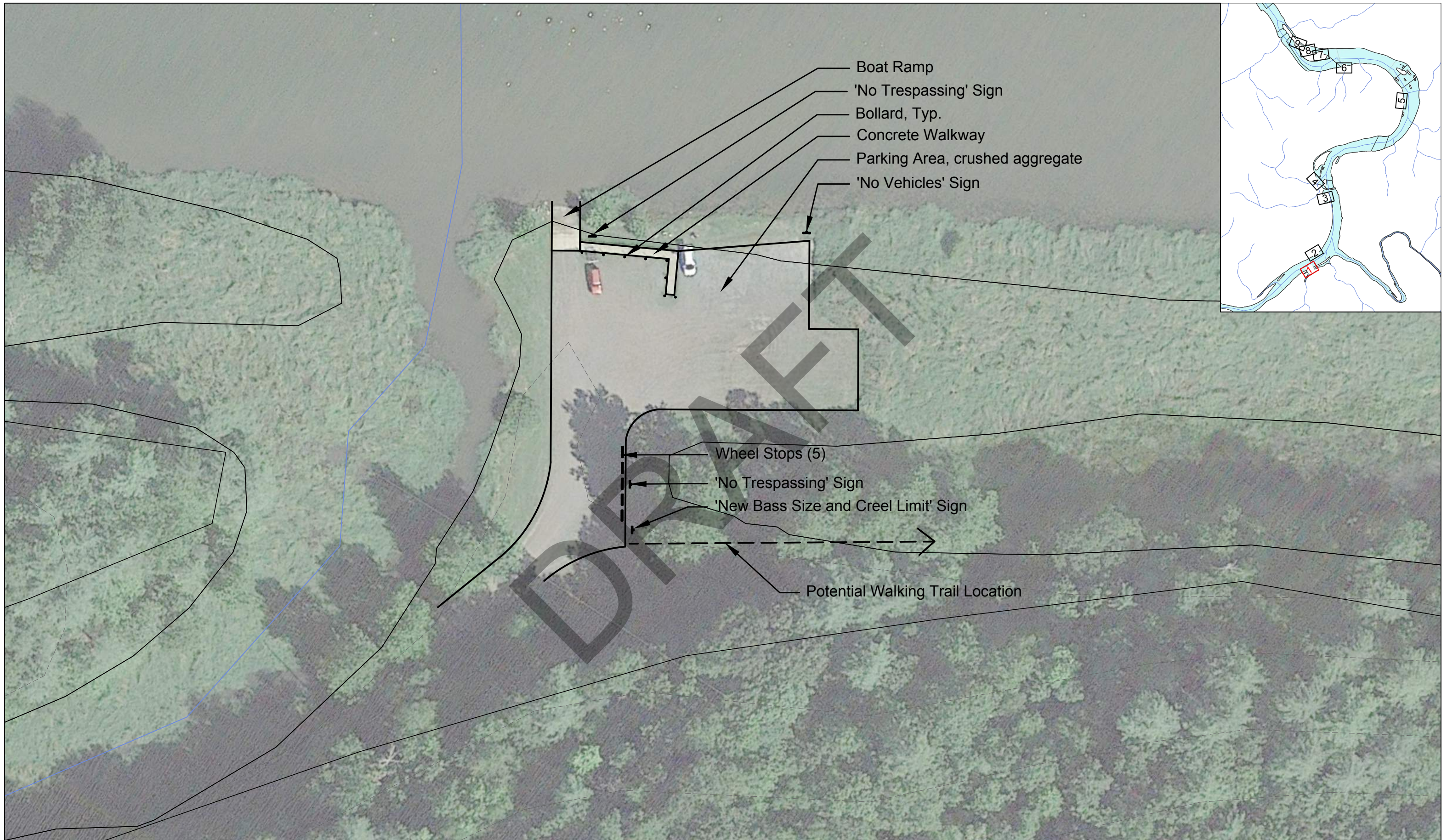
Appendix A

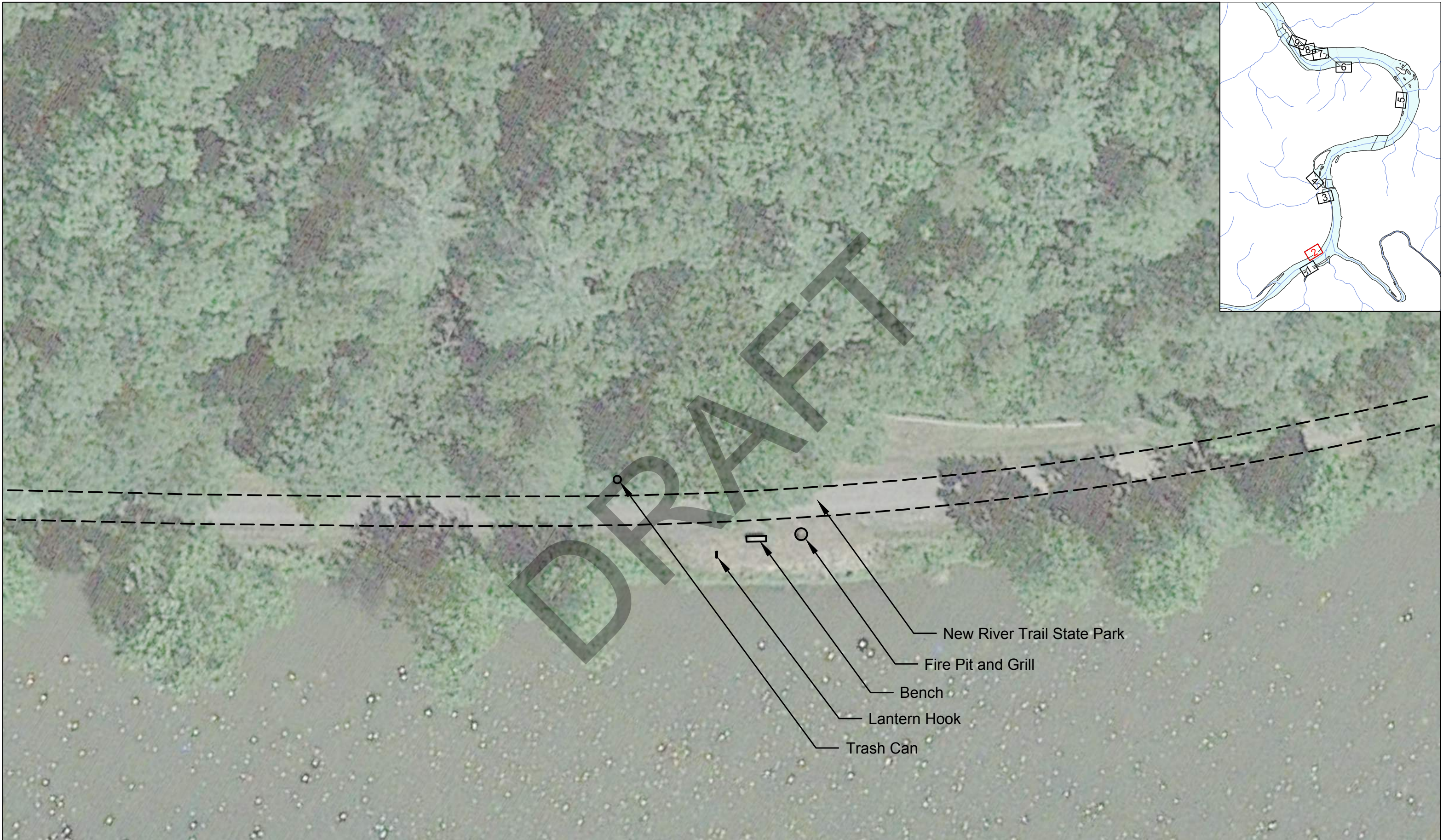
Existing Project and Non-
Project Facility Maps

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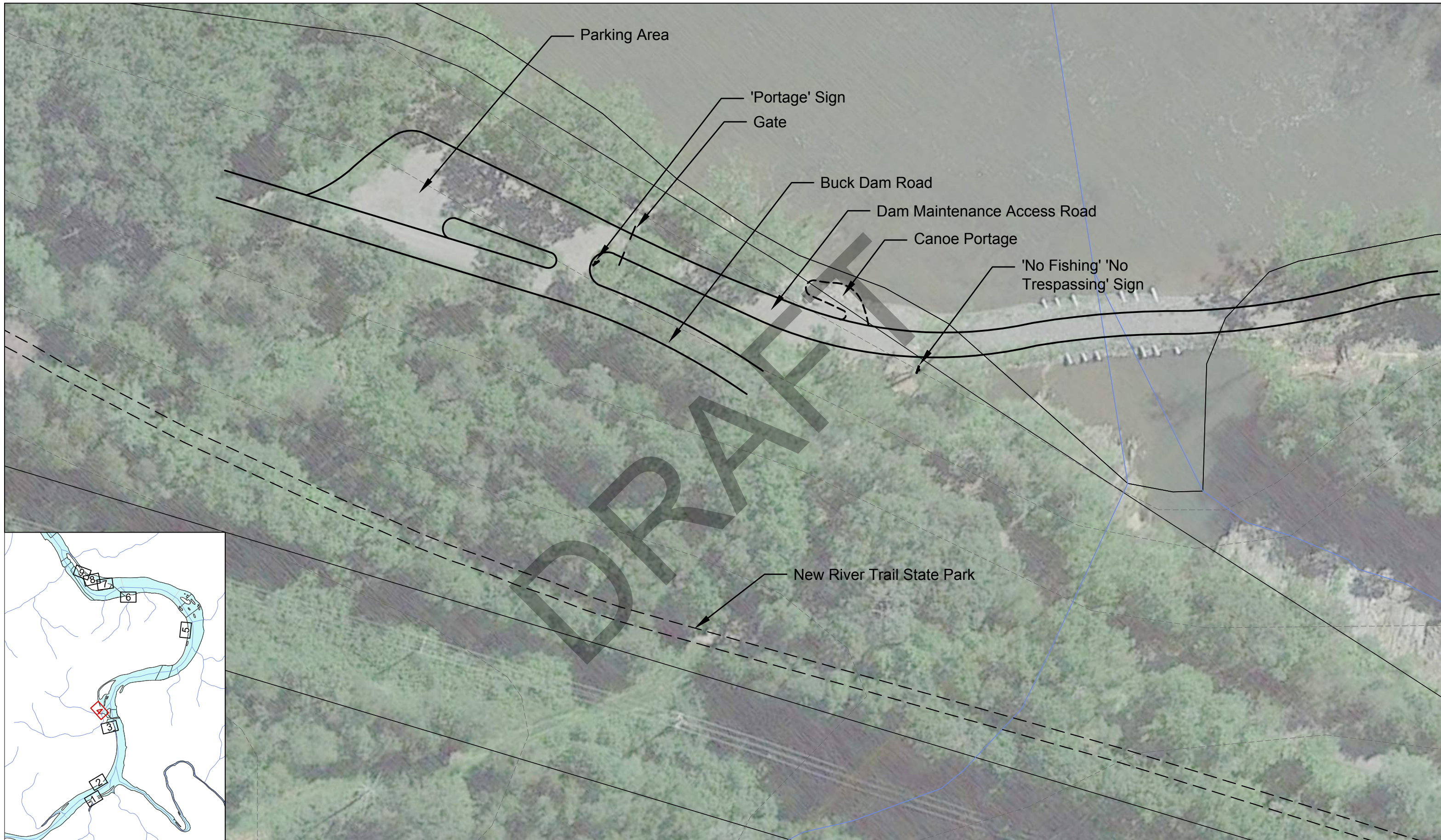
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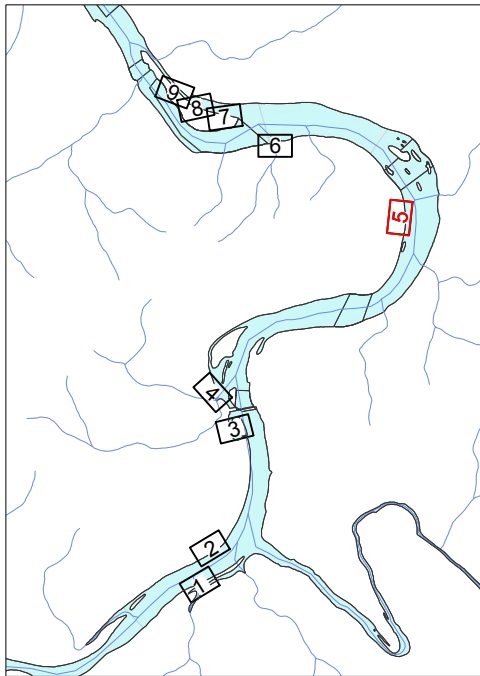
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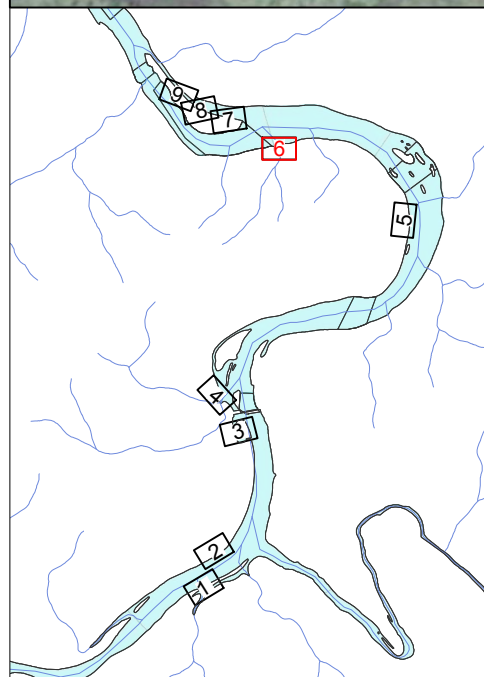
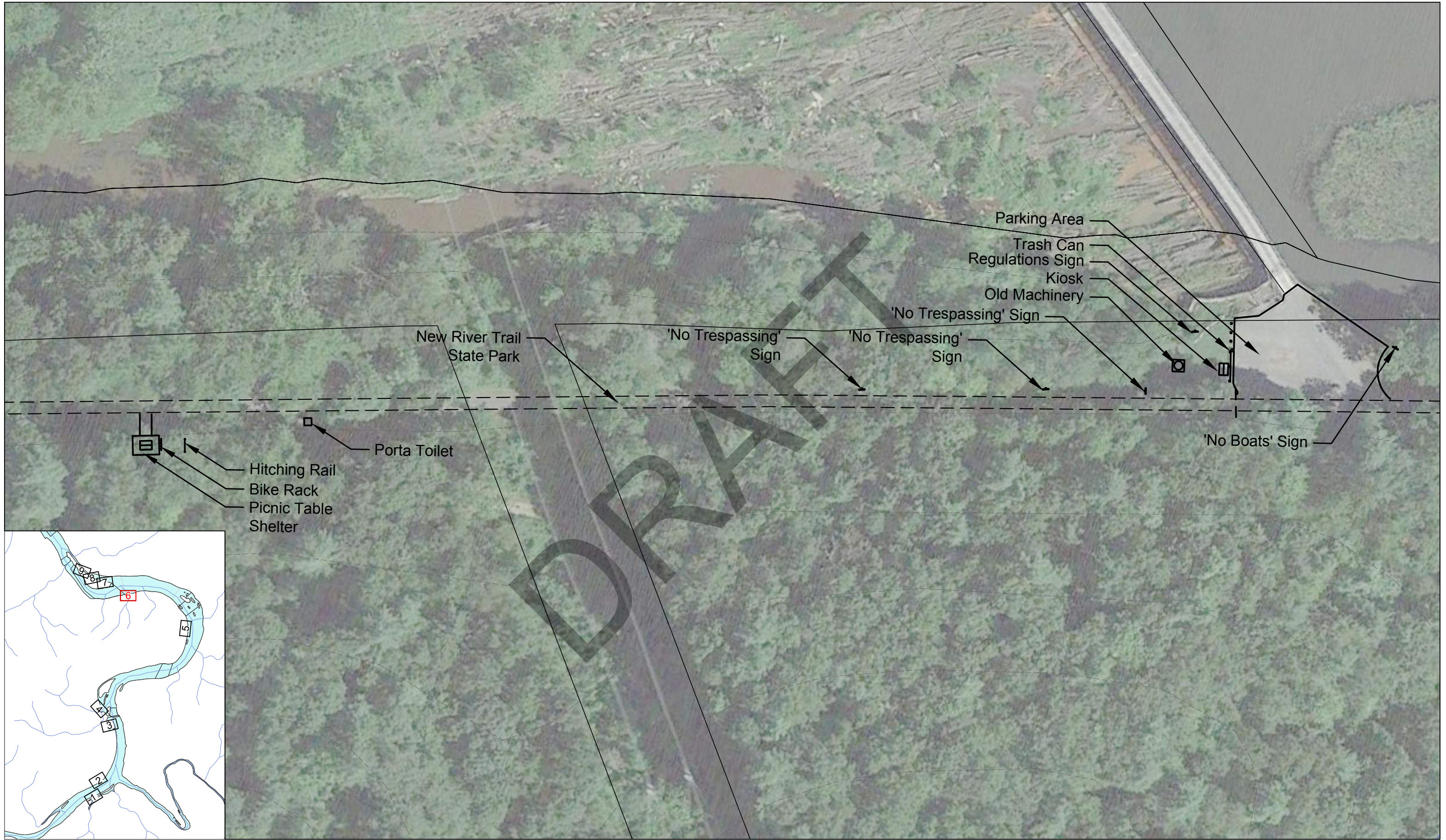


- Buck Dam Road
- Informal Car Pull-Off
- Informal Trail
- Picnic Table Shelter
- Bike Rack
- Hitching Rail
- New River Trail State Park

- Trash Can
- BBQ Grill
- Picnic Table
- Bird Nesting Box

- (2) Lantern Hooks, Typ.
- (2) Fire Rings, Typ.
- (3) Benches, Typ.



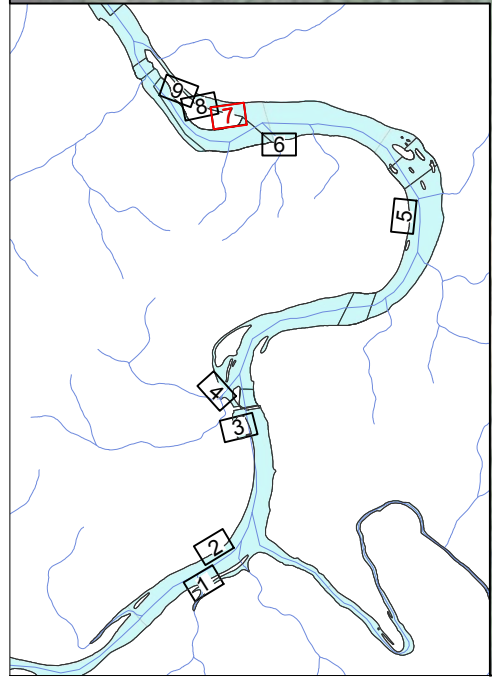


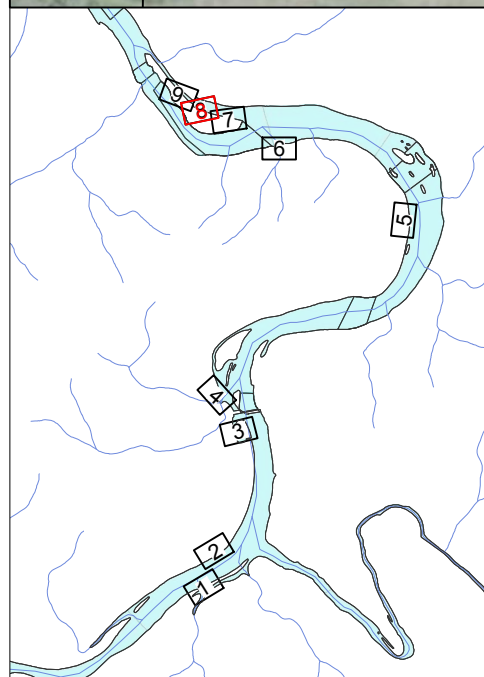
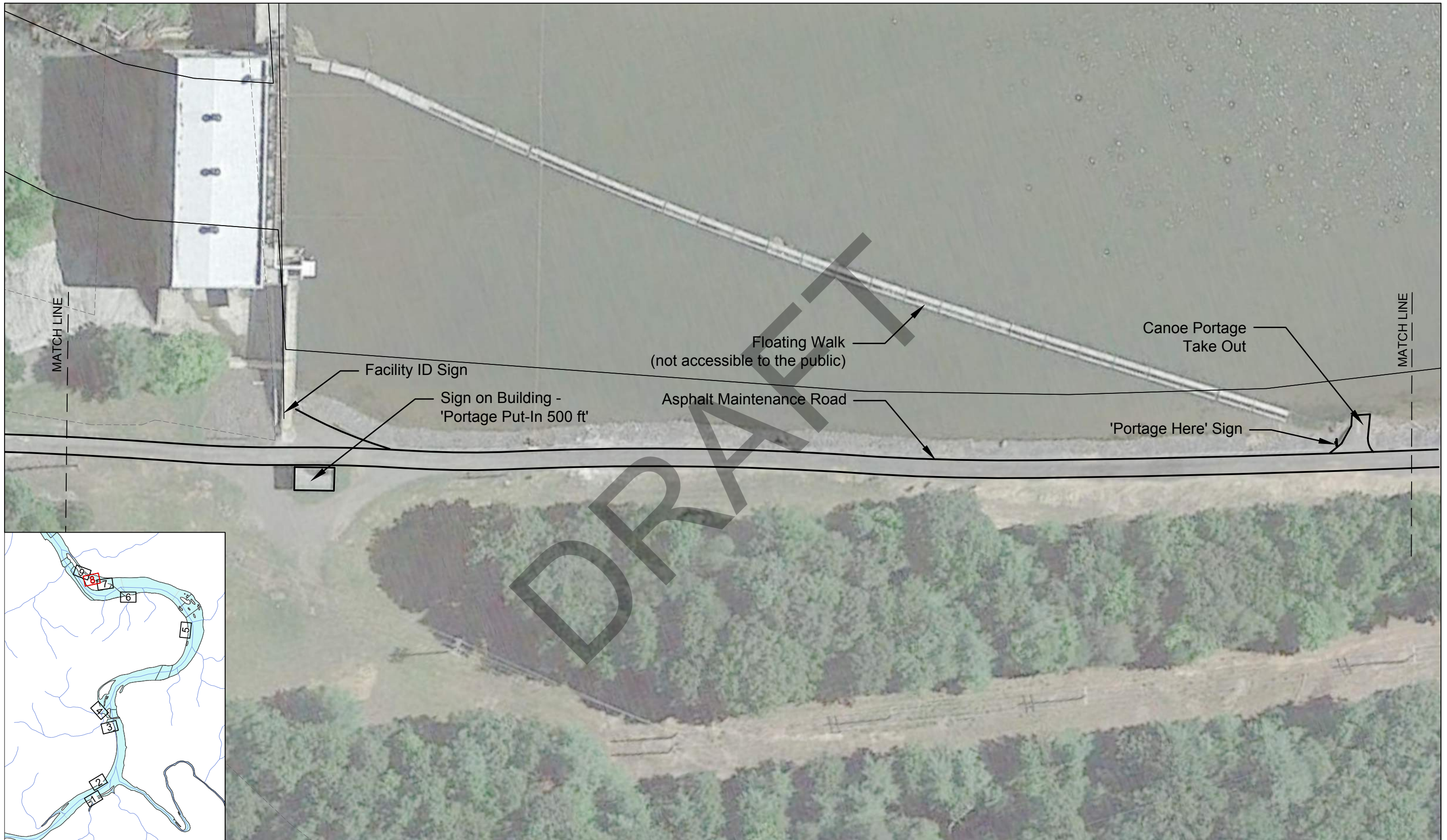


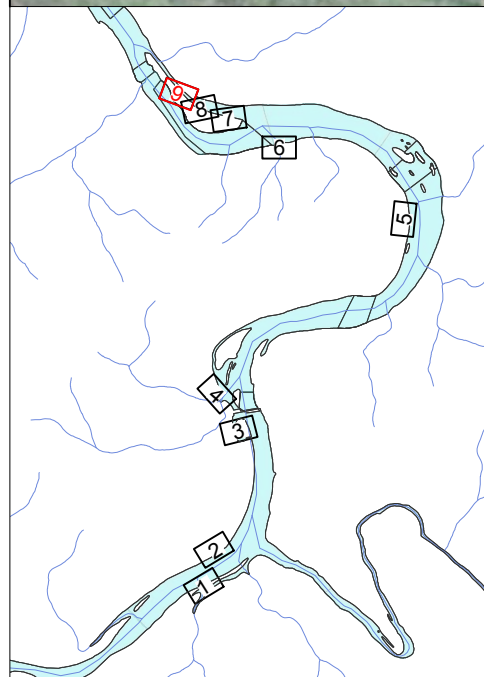
'Portage' Sign

MATCH LINE

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Appendix B

1994 MOU with Virginia
Agencies

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APPALACHIAN POWER COMPANY
BYLLESBY/BUCK HYDROELECTRIC PROJECT NO. 2514
CARROLL COUNTY, VIRGINIA
LICENSE ARTICLE 411
REVISED RECREATION PLAN

MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into as of the 7TH day of JUNE, 1994, by and between APPALACHIAN POWER COMPANY, a Virginia corporation (hereinafter referred to as "Appalachian"), and THE COMMONWEALTH OF VIRGINIA, Department of Conservation and Recreation (hereinafter referred to as "DCR"), and THE COMMONWEALTH OF VIRGINIA, Board of Game and Inland Fisheries (hereinafter referred to as "BGIF"), (each of which department is hereinafter sometimes collectively referred to as the "Virginia Agencies"),

WITNESSETH THAT

WHEREAS, the Virginia Agencies have studied the need for public access to streams such as the New River, the James River, and the Roanoke River in Virginia for recreational purposes, and have determined that additional recreational access to such streams would be in the public interest; and

WHEREAS, the Virginia Agencies have identified priority sites for the development of public access to the New, James and Roanoke rivers, which include sites owned by Appalachian; and

WHEREAS, the Virginia Agencies and Appalachian desire to cooperate in developing additional public access recreation sites on the New, James and Roanoke rivers, with

Appalachian both making sites which it owns available by lease to the Commonwealth through the Virginia Agencies for public recreational access purposes, and also by making funds available to the Virginia Agencies which can be combined with the agencies' funds for recreational development at various public access sites along said rivers; and

WHEREAS, the Virginia Agencies have the trained personnel, technical knowledge, equipment, material, and administrative capability to properly develop and manage public recreational access sites along said rivers; and

WHEREAS, the Virginia Agencies and Appalachian agree that the sites owned by Appalachian where potential exists for public recreational access will better serve the public when placed under the supervision of the Virginia Agencies on a cooperative basis; and

WHEREAS, Appalachian is the Licensee under those certain licenses issued by the Federal Power Commission (now the Federal Energy Regulatory Commission - hereinafter called "FERC") for the following hydroelectric generating facility projects on the New, James and Roanoke rivers:

PROJECT	RIVER
BYLLESBY/BUCK (NO. 2514)	NEW
REUSENS (NO. 2376)	JAMES
NIAGARA (NO. 2466)	ROANOKE

and Appalachian has filed applications with FERC for new licenses for each of the above three hydroelectric projects and FERC has issued new licenses therefor; and

WHEREAS, the priority access sites identified by the Virginia Agencies are in the general vicinity of the three hydroelectric projects owned by Appalachian identified above, and Appalachian has proposed development or enhancement of several public recreational access sites at these projects; and

WHEREAS, representatives of Appalachian and the Virginia Agencies have met to discuss consolidation of the development of the Virginia Agencies' priority access sites and Appalachian's proposed public access sites, and the Virginia Agencies and Appalachian agree that consolidation of their respective development plans will facilitate a more beneficial use of these river resources as compared to separate development plans by providing for more cost-effective use of funds and by eliminating duplication of effort or usage conflicts, among other reasons; and

WHEREAS, Appalachian and the Virginia Agencies desire to enter into a cooperative agreement to construct, operate and maintain various public access sites along the New, James and Roanoke Rivers in the Commonwealth of Virginia;

NOW, THEREFORE, for and in consideration of the mutual benefits and promises herein made and undertaken, and the benefits which will accrue to the parties hereto,

Appalachian and the Virginia Agencies hereby agree to the respective commitments and obligations of Appalachian and the Virginia Agencies to meet these objectives as follows:

ARTICLE I

DEFINITIONS

1. The following terms shall have the meanings set forth below:

(a). Minor maintenance: Routine, normal day-to-day maintenance of facilities which shall be limited to trash pick-up, lawn mowing and clearing of small-scale vegetation, and minor repair work that can be accomplished without significant interruption to normal work duties or substantial monetary expenditures.

(b). Major maintenance: Any maintenance activities beyond routine, normal, day-to-day maintenance of facilities, such as repair of access roads, boat ramps, docks, parking areas, and picnic areas.

ARTICLE II

COMMITMENTS AND OBLIGATIONS OF APPALACHIAN

2. Appalachian agrees to provide the total sum of \$165,000 to the Virginia Agencies for use only for the development and enhancement of the public access sites identified herein. In the event the Virginia Agencies have been able to obtain their portion of the funding at the time the payment from Appalachian is due to be paid to the State, Appalachian shall pay said sum directly to the State,

through the Board of Game and Inland Fisheries, in two (2) equal annual installments of \$82,500 each, with the first payment due on or before July 1, 1995, and the second annual payment due on or before July 1, 1996. In the event the Virginia Agencies are not able to obtain their portion of the funding necessary to complete the development or enhancement of public access facilities described in Schedule A at the time each payment is due from Appalachian, Appalachian will, at its expense, establish an escrow account for such payment(s) by purchasing a United States Treasury Bond, and hold such fund(s), with accrued interest thereon, until such time as the Virginia Agencies obtain their portion of the fund(s); provided, however, that should Appalachian be compelled by FERC to proceed with project-related development or enhancement of public access facilities identified in Schedule lying within the project boundaries of any of the FERC licensed projects identified herein, Appalachian may, at its discretion, utilize the funds then being held in the escrow account for the purpose of developing or enhancing public access at one or several of such project(s), and Appalachian's financial commitment under this Memorandum of Understanding shall be reduced accordingly. In the event the Virginia Agencies do not obtain their portion of the funding within five (5) years after Appalachian establishes the escrow account contemplated herein, Appalachian agrees to release the funds

it has contributed to the escrow account, and the interest earned thereon, to the Virginia Agencies, for the development or enhancement of the public access facilities remaining to be funded as identified on Schedule A, or as may otherwise be mutually agreed upon by the Virginia Agencies and Appalachian. Except as provided above, it is understood and agreed that the Virginia Agencies may, in their discretion, utilize said funds for the development and enhancement of any of the sites identified on Schedule A, without regard to whether said sites are owned by Appalachian or by other parties.

3. On or before August 1, 1994, or as soon thereafter as Appalachian receives FERC approval therefor, Appalachian shall lease to the BGIF the approximately 2.75 acre parcel of land on the east shore of the Byllesby pool identified on Schedule A as Site No. 1, for construction of a public boat launch site. In addition, Appalachian will also lease to the BGIF the canoe portage take-out and put-in sites, and portages, at Project No. 2514 identified as Sites No. 3, 4, 5, and 6 on Schedule A. The terms and conditions under which the properties will be leased to the BGIF are set forth in the form lease agreement attached to this Memorandum of Understanding as Schedule B, and incorporated herein by this reference.

4. On or before August 1, 1994, or as soon thereafter as Appalachian receives FERC approval therefor, Appalachian

shall lease to the BGIF the parcel of land on the north shore of the Niagara pool identified as Site No. 11 on Schedule A, for the canoe take-out and portage. The terms and conditions under which the property will be leased to the BGIF are set forth in the form lease agreement attached to this Memorandum of Understanding as Schedule B, and incorporated herein by this reference.

5. On or before August 1, 1994, or as soon thereafter as Appalachian receives FERC approval therefor, Appalachian shall lease to the BGIF the approximately 3 acre parcel of land on the south shore of the James River near Joshua Falls identified as Site No. 15 on Schedule A for construction of a public boat launch access site. The terms and conditions under which this property will be leased to the BGIF are set forth in the form lease agreement attached to this Memorandum of Understanding as Schedule C, and incorporated herein by this reference.

6. Appalachian shall provide minor maintenance at Appalachian's expense to the public access facilities as designated on Schedule A. In addition, Appalachian shall perform major maintenance at Appalachian's expense, as defined in Article I, Paragraph 1 of this Memorandum of Understanding, on the Byllesby portage take-out (Site 3), the Byllesby portage put-in (Site 4), the Buck portage take-out (Site 5), the Buck portage put-in (Site 6), the Niagara take-out (Site 11), and the Niagara put-in (Site 12).

Appalachian shall have no obligation to operate, modify or otherwise maintain the public access sites unless so stipulated in Schedule A.

7. Appalachian will use its best efforts to operate its hydroelectric generating facilities at the Byllesby/Buck, Niagara, and Reusens Projects so as to assist the Virginia Agencies in the construction, operation, maintenance, repair or modification of the public access sites, provided, however, that Appalachian, in its sole discretion, reserves the right to operate its hydroelectric facilities as it determines so as to ensure the safe, reliable, and economic operation of such projects in accordance with the conditions set forth in each project's FERC license. The Virginia Agencies acknowledge the right of Appalachian to use the leased premises in the conduct of Appalachian's business, for hydroelectric generating facility project purposes, and as Appalachian otherwise deems necessary and in the public interest. APCo will notify the Virginia Agencies of any non-emergency activity APCo plans to conduct on the leased premises.

8. Upon completion of the improvements by the Virginia Agencies on those sites which are leased from Appalachian, Appalachian will provide the Virginia Agencies with a survey of the boundaries of the leased premises, and such survey(s) shall be incorporated into each lease agreement.

ARTICLE III
COMMITMENTS AND OBLIGATIONS OF THE VIRGINIA
AGENCIES

9. The Virginia Agencies will be responsible for acquiring ownership of, or obtaining leases for, the sites identified on Schedule A which are not owned by the Virginia Agencies or Appalachian. The Virginia Agencies are responsible for the design, construction and subsequent modification of the public access sites identified on Schedule A. Prior to commencing construction or modification work on public access sites located on lands leased from Appalachian, the Virginia Agencies shall submit to Appalachian any design drawings for comment. Appalachian reserves the right to suggest or require modifications to such designs, or to prohibit construction of any facilities at public access sites located on lands leased from Appalachian by the BGIF hereunder if the facilities would, in Appalachian's sole discretion, prevent safe, reliable and economic operation of its hydroelectric facilities, or otherwise violate any provision of this Memorandum of Understanding or any condition of a Project's FERC license.

10. Unless otherwise agreed to by the parties in this Memorandum of Understanding, the Virginia Agencies will be responsible for performing all minor maintenance, and all major maintenance, at the expense of the Virginia Agencies, at those sites which are designated on Schedule A.

11. The Virginia Agencies agree to complete the access sites specified according to the schedules included in Schedule A and not to seek any additional monies from Appalachian for such work. The Virginia Agencies will seek to obtain such appropriations as are necessary to fund the cost of developing or enhancing the public access facilities described in Schedule A. The specific projects described in Schedule A may be modified or deleted, or additional projects may be added to Schedule A within the context of this Memorandum of Understanding, upon mutual agreement by Appalachian, DCR, and BGIF.

12. The Virginia Agencies will comply with Federal, State, or local laws or regulations governing the development or enhancement of the public access facilities, and obtain any and all Federal, State or local permits required for construction of all facilities shown in Schedule A.

13. The Virginia Agencies understand and agree that any of the access sites shown in Schedule A that are within the boundary of any of Appalachian's hydroelectric project may be considered a recreational aspect of the project under its FERC license. If so requested by Appalachian, the Virginia Agencies agree to join with Appalachian in all filings, reports and other information to be submitted to FERC concerning the public access facilities, to the extent such cooperation is consistent with Virginia laws and

regulations, and the official recommendations of the Virginia Agencies regarding these projects and facilities. The Virginia Agencies also understand that any public access sites considered part of Appalachian's hydroelectric projects are subject to the terms and conditions of the Project's FERC license and to routine inspections by FERC.

14. The Virginia Agencies will administer the use of the leased premises for public access, including the distribution of information concerning the facilities, and monitoring the facilities as necessary to promote public safety and compliance with the laws of the Commonwealth of Virginia. To the extent permitted by law, the Commonwealth agrees to work with Appalachian and local authorities in adopting state or local regulations or ordinances which may be necessary to promote boating and fishing safety in the vicinity of the leased premises.

15. In all contracts the Virginia Agencies enter into which authorize anyone other than state employees to enter the leased premises, the Virginia Agencies agree to include the insurance and indemnification requirements attached hereto as Schedule D and incorporated herein by this reference. These insurance and indemnification requirements are for the benefit of Appalachian, any of Appalachian's affiliated companies in the American Electric Power System, and any officer, directors, employees or agents thereof, and these insurance and indemnification requirements may be

enforced by Appalachian or any of Appalachian's affiliated companies.

16. Appalachian retains the right to except and reserve unto itself, and its successors and assigns, title to all poles, towers, fixtures, wires, and appurtenances, constituting the electric line or lines, or communications facilities, now or hereafter located upon, through, and over the premises to be leased, and also the right to construct new or additional electric or communications lines through and over said premises; together with the right to operate and maintain said lines, and to inspect, repair, renew, relocate, add to the number of, or remove said poles, towers, fixtures, wires and appurtenances; and, also the right to cut and remove from said premises any trees, overhanging branches or other obstructions which may endanger the safety of or interfere with the use of said line(s); and the right of ingress and egress to and over the leased premises, at any and all times for the enjoyment of the rights to be reserved, provided that any lines so constructed shall be located in such location(s) or at such height as to not present a hazard to sailboat launching or mooring sites.

17. The Virginia Agencies agree to use the lands to be leased in a manner which will not endanger health, create a nuisance, or otherwise be incompatible with the overall recreational use of the FERC Projects identified herein, and

to take reasonable precautions to ensure that the construction, operation, and maintenance of facilities under the lease agreements they enter with Appalachian will occur in a manner that will protect the scenic, recreational, and environmental values of the FERC Projects.

ARTICLE IV

GENERAL

18. Appalachian's commitments hereunder are subject to:

(a). all of the terms and conditions of Appalachian's FERC licenses for the applicable projects identified herein, and to any amendments or renewals thereof, or any new licenses therefor, or any orders granted or issued by FERC pursuant to the provisions of said licenses or law; and

(b). Appalachian obtaining the approval of FERC to enter into the leases identified herein where such leases will lie within the boundaries of a FERC licensed project operated by Appalachian.

19. This Memorandum of Understanding, and the leases which may be entered into pursuant to the terms hereof, may be terminated by any of the parties hereto in the event any party hereto violates any of the terms and conditions of this Memorandum of Understanding, upon giving the other parties no less than six (6) months written notice of such party's intent to terminate this Memorandum of

Understanding, provided however, that this Memorandum of Understanding may not be terminated if such party is diligently working to cure such violation within a reasonable period after such notice.

20. The Virginia Agencies will, in brochures and public announcements, give Appalachian proper recognition by indicating that it is a co-sponsor of the facilities covered hereby. The Virginia Agencies will be responsible for installing and maintaining appropriate signs at the location of each access site, which signs shall include such information as shall then be required by FERC. Appalachian shall reimburse the Virginia Agencies for the additional cost, if any, of including such information as shall then be required by FERC on such signs, to the extent such information is not otherwise provided by the Virginia Agencies.

21. This Memorandum of Understanding may be modified or amended only by a written agreement, duly authorized and executed by all parties hereto, and may not be amended or modified by oral agreements or understandings between the parties.

22. Reference is made herein to specific FERC Project numbers which may change upon issuance of new licenses by FERC. It is understood and agreed that, if the project numbers do hereafter change as the result of FERC action, references herein to specific project numbers shall be

deemed to be changed to reflect the FERC licenses then applicable to a particular project.

23. This Memorandum of Understanding is only for the benefit of the signatory parties, and no third-party rights are intended to be created by this Memorandum.

24. The parties agree that this Memorandum of Understanding, upon its implementation, satisfies the concerns of the Virginia Agencies with regard to the provision and enhancement of recreational access as project enhancements or mitigation with regard to impacts upon recreational access of continued operation of the projects identified in this Memorandum. This Memorandum of Understanding does not, however, affect the right of the Virginia Agencies to file comments, consult, or intervene in FERC proceedings under the provisions of Section 10(j) and other provisions of the Federal Power Act, the U.S. Fish & Wildlife Coordination Act, the Endangered Species Act, and other federal or Virginia laws and regulations.

25. The term of this Memorandum of Understanding shall commence on the date this Memorandum is signed by all parties, and extend for the term of the leases granted hereunder, provided, however, that if the parties hereto earlier terminate said leases (whether individually or en masse) in accordance with the terms thereof, then this Memorandum shall be deemed to be terminated with respect to said lease(s).

26. In the event Appalachian voluntarily conveys the properties involved herein, or transfers its FERC licenses for the Projects identified herein (whether separately or not), to a third party, said conveyance or transfer shall be subject to the provisions of this Memorandum of Understanding. If Appalachian is required to convey the properties, or to transfer its FERC licenses for the Projects identified herein (whether separately or not), to a third party, the parties agree to use their best efforts to make said conveyance or transfer subject to the provisions of this Memorandum of Understanding. In the event of said conveyance or transfer, Appalachian shall be relieved of all obligations hereunder with regard to the property so conveyed or transferred.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed on behalf of the parties by their duly authorized representatives on this 7th day of JUNE, 1994.

APPALACHIAN POWER COMPANY

By: H. E. Rhodes
H. E. Rhodes
Vice President

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF CONSERVATION AND
RECREATION

By: A. Kirby Burch
Printed Name: _____
Director

THE COMMONWEALTH OF VIRGINIA
BOARD OF GAME AND INLAND
FISHERIES

By: Larry G. Hart
Printed Name: _____
Director

KM/MI930915.110

NEW RIVER

APCo's Byllesby/Buck Hydroelectric Project is a two impoundment project located near the town of Galax in Carroll County, Virginia. Within the Byllesby/Buck license application, APCo proposed to construct a wetland boardwalk/hand-launch facility with associated parking area at Byllesby and to improve the project canoe portages. The Virginia Department of Conservation and Recreation (VDCR) and the Virginia Department of Game and Inland Fisheries (VDGIF) have identified several priority access sites on the New River in the general vicinity of the Byllesby/Buck project, one of which is on the Byllesby pool and three others which are within 3 to 20 miles downstream of Buck.

Development Plan

1. Route 739 Site: This site is approximately 1 mile upstream of the Byllesby impoundment structures on the east shore of the Byllesby pool. Development of a boat launch by VDGIF on approximately 2.75 acres of land owned by APCo has been proposed. The boat launch would potentially impact a wetland area.
2. Byllesby West Shore Site: This site is approximately 3/4 mile upstream of the Byllesby impoundment structures on the west shore of the Byllesby pool. The site is immediately adjacent to the New River Trail State Park. A crushed stone embankment was created in 1992 with the approval of NRTSP personnel for use as a staging area during stability work at the Byllesby structures. The stone embankment provides a cleared area for shoreline fishing. If this site were to be used as a canoe-in fishing access, the embankment would need grading to a gentler slope to facilitate canoe take out.
3. Byllesby Portage Take-Out: This site is approximately 300 feet upstream of the Byllesby impoundment structures on the west shore of the Byllesby pool. The take-out could consist of a sloped crushed stone pad, wood plank or gravel pathways and small timber bridges through a wetland area. However, further site investigation is required to determine layout and appropriate construction materials. APCo is proposing that VDGIF construct the portage take-out in conjunction with the Route 739 boat launch site to consolidate any permitting required for construction on wetlands.
4. Byllesby Portage Put-In: The Byllesby portage put-in point is approximately 600 feet downstream of the Byllesby powerhouse on the west bank of the river. In 1992, APCo improved the put-in by clearing and grading the embankment. No further site work

should be required.

5.&6. Buck Portage Take-Out and Put-In: The Buck portage take out is located approximately 700 feet upstream of the Buck powerhouse on the west shoreline. The take-out point consists of a sloped crushed stone pad. The Buck portage put-in is located approximately 600 feet downstream of the Buck powerhouse on the west bank of the tailrace channel. In 1992, APCo improved the Buck portage by clearing the portage path and grading the embankments.

7. Ivanhoe Access: This site is approximately 3 miles downstream of Buck on the west bank of the river. VDCR/VDGIF are proposing a parking area and boat launch on a site owned by VDGIF in Wythe County.

8. Austinville Access: This site is approximately 10 miles downstream of Buck. Land for the site needs to be acquired. VDCR/VDGIF are proposing development of a parking area and a launch slide.

9. Foster Falls: This site is approximately 15 miles downstream of Buck on the east bank of the New River. VDCR/VDGIF are proposing development of a parking area and a boat launch on land owned by VDCR.

10. Lone Ash Access: This site is approximately 20 miles downstream of Buck on the east bank of the New River. VDCR/VDGIF are proposing development of a parking area and a launch slide.

ROANOKE RIVER

APCo's Niagara Hydroelectric Project is a single impoundment project located near the town of Vinton in Roanoke County, Virginia. Within the Niagara license application, APCo proposed to construct a canoe portage around the north abutment of the Niagara dam. Recreational usage of the project pool is relatively light due to historical water quality problems and access limitations associated with steep topography and proximity of the Norfolk Southern Railroad on the north side. Access to the south tailrace bank is via a National Park Service trail from the Blue Ridge Parkway. North tailrace bank access is limited by the railroad track. VDCR and VDGIF have identified a priority access site approximately 1 1/2 miles downstream of the project at the planned EXPLORE site.

Development Plan

11.&12. Niagara Canoe Portage: The Niagara portage take-out would be located approximately 300 feet upstream of the Niagara spillway on the north shore of the pool. The take-out point could consist of a crushed stone pad leading to a graded path or railroad tie steps leading up the embankment. A portion of the portage path would encroach on Norfolk Southern Railroad right-of-way. So far, the railroad has seemed receptive to letting a portion of the right-of-way be used as a portage path. The Niagara portage put-in would be located approximately 400 feet downstream of the Niagara powerhouse on the north bank of the river on National Park Service land. The Park Service has already granted permission for this area to be used as a portage put-in. Only site work required is the filling of natural rock formations on the river bank for safety.

13. EXPLORE Site: This site is approximately 1 1/2 miles downstream of the Niagara project on the south bank of the river. VDGIF and VDCR are proposing to construct an access road, parking area and boat launch in cooperation with the Virginia Department of Transportation and the EXPLORE developers.

JAMES RIVER

APCo's Reusens Hydroelectric Project is a single impoundment project located in the City of Lynchburg and Amherst and Bedford Counties, Virginia. Within the Reusens license application, APCo has not proposed development of any additional recreational facilities. Additional development along the pool and tailwaters is infeasible because of steep topography and because the CSX railroad closely parallels the Bedford County side of the reservoir along its entire length. Monacan Park, which was constructed in association with the current license for the project, provides boat launch access to the project reservoir, parking and picnic facilities. VDCR and VDGIF have identified four priority access sites on the James River that range from 4 to 30 miles downstream of the project.

Development Plan

14. City of Lynchburg Site: This site is approximately 4 miles downstream of Reusens on Percival's Island. VDGIF is proposing development of roads, a parking area and a boat launch on land owned by the City of Lynchburg.
15. Joshua Falls Site: This site is approximately 16 miles downstream of Reusens in Campbell County. Development of a boat launch by VDGIF on approximately 3 acres of land owned by APCo has been proposed.
16. Galts Mill Site: This site is approximately 19 miles downstream of Reusens in Amherst County. VDGIF is proposing development of a boat launch and parking area.
17. Riverville Site: This site is approximately 30 miles downstream of Reusens in Amherst County. VDGIF is proposing development of a boat launch site.

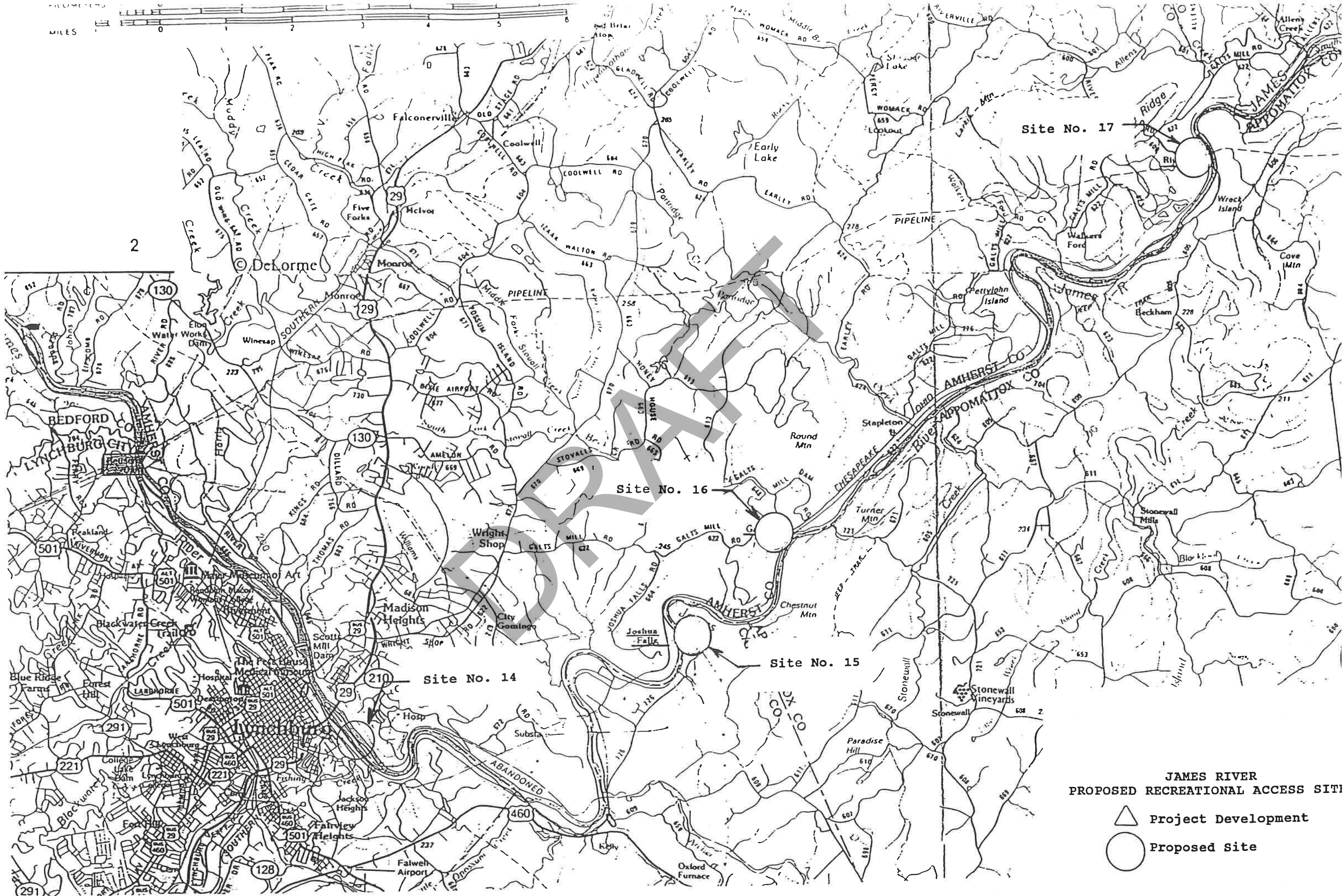
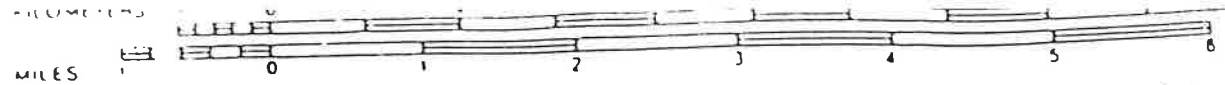
SITE	DESCRIPTION OF FACILITIES	APPROXIMATE DISTANCE FROM PROJECT STRUCTURES	RESPONSIBLE PARTIES			SCHEDULED CONSTRUCTION COMPLETION (1)	ESTIMATED CAPITAL COST	LAND OWNERSHIP
			CONSTRUCT	MAJOR MAINTENANCE	MINOR MAINTENANCE			
1. Route 739 Site	Boat launch, parking area	1 mile upstream of Byllesby	VDGIF/ VDCR	VDGIF	VDGIF	1995	\$65,000	APCo
2. Byllesby West Shore Site	Shoreline fishing (canoe take-out?)	3/4 mile upstream of Byllesby	Existing	VDCR	VDCR	1995	\$3,000 (2)	APCo/VDCR
3. Byllesby portage take-out	Canoe take-out (wood/grvl? paths, wooden bridges)	300 feet upstream of Byllesby	VDGIF/ VDCR	APCo	APCo	1995	\$40,000 (3)	APCo
4. Byllesby portage put-in	Canoe put-in (unsurfaced path, graded bank)	600 feet downstream of Byllesby	Existing	APCo	APCo	1995	\$600 (4)	APCo
5. Buck Portage Take-out	Canoe take-out (sloped crushed stone pad)	700 feet upstream of Buck powerhouse	Existing	APCo	APCo	1995	\$600 (4)	APCo
6. Buck Portage Put-in	Canoe put-in (unsurfaced path, graded bank)	600 feet downstream of Buck powerhouse	Existing	APCo	APCo	1995	\$600 (4)	APCo
7. Ivanhoe Access	Boat launch, parking area	3 miles downstream of Buck	VDGIF/ VDCR	VDCR/ VDGIF	VDCR	(5)	\$10,000	VDGIF
8. Austinville Access	Launch slide, parking area	10 miles downstream of Buck	VDGIF/ VDCR	VDCR/ VDGIF	VDCR	(5)	\$20,000	3rd Party
9. Foster Falls	Launch slide, parking area	15 miles downstream of Buck	VDGIF/ VDCR	VDCR/ VDGIF	VDCR	(5)	\$25,000	VDCR
10. Lone Ash Access	Boat launch, parking area	20 miles downstream of Buck	VDGIF/ VDCR	VDCR/ VDGIF	VDCR	(5)	\$35,000	3rd Party
							----- \$199,800	

SITE	DESCRIPTION OF FACILITIES	APPROXIMATE DISTANCE FROM PROJECT STRUCTURES	RESPONSIBLE PARTIES			SCHEDULED CONSTRUCTION COMPLETION (1)	ESTIMATED CAPITAL COST	LAND OWNERSHIP
			CONSTRUCT	MAJOR MAINTENANCE	MINOR MAINTENANCE			
11. Niagara Portage Take-out	Canoe take-out (sloped cr. stone pad, graded bank or RR tie steps)	300 feet upstream	VDGIF/ VDCR	APCo	APCo	1995	\$6,000	APCo, 3rd Party
12. Niagara Portage Put-in	Canoe put-in (filled rock formation, NPS land)	400 downstream	VDGIF/ VDCR	APCo	APCo	1995	\$3,000	3rd Party
13. EXPLORE Site	Access road, parking area, boat launch	1 1/2 miles downstream	VDGIF/VDCR	EXPLORE	EXPLORE	(5)	\$160,000 ----- \$169,000	3rd Party

DRAFT

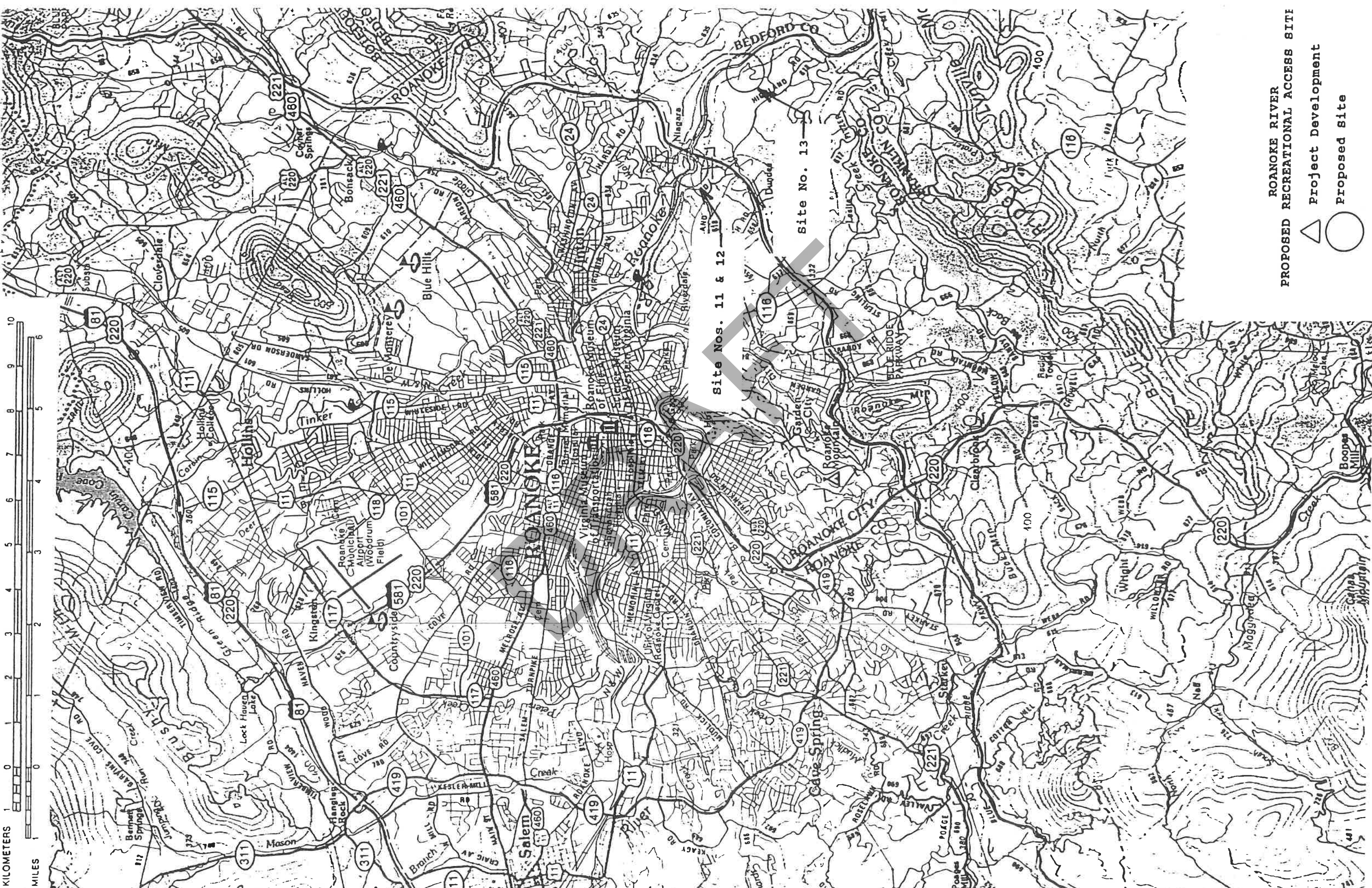
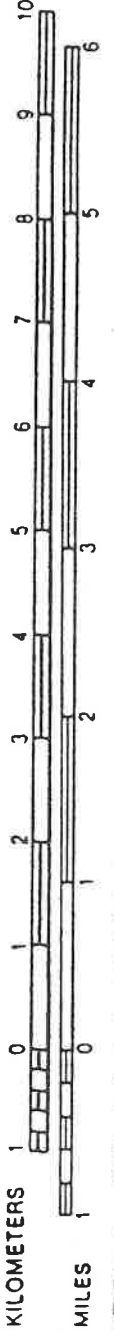
<u>SITE</u>	<u>DESCRIPTION OF FACILITIES</u>	<u>APPROXIMATE DISTANCE FROM PROJECT STRUCTURES</u>	<u>RESPONSIBLE PARTIES</u>			<u>SCHEDULED CONSTRUCTION COMPLETION (1)</u>	<u>ESTIMATED CAPITAL COST</u>	<u>LAND OWNERSHIP</u>
			<u>CONSTRUCT</u>	<u>MAINTENANCE</u>	<u>MINOR MAINTENANCE</u>			
14. City of Lynchburg Site	Boat launch, parking area	4 miles downstream	VDGIF	VDGIF	VDGIF	(5)	\$100,000	City of Lynchburg
15. Joshua Falls Site	Boat launch, parking area	16 miles downstream	VDGIF/ VDCR	VDGIF	VDGIF	1995	\$70,000	APCo
16. Galts Mill Site	Boat launch, parking area	19 miles downstream	VDGIF	VDGIF	VDGIF	(5)	\$25,000	3rd Party
17. Riverville Site	Boat launch	30 miles downstream	VDGIF	VDGIF	VDGIF	(5)	\$25,000	3rd Party
							\$220,000	

- NOTES: (1) Scheduled construction completion dates are based on issuance of new FERC licenses for all projects by July 1, 1994.
- (2) Rough capital estimate for site modification if developed into canoe take-out; actual cost dependent on type and extent of modifications required.
- (3) Rough capital cost estimate; actual cost will depend on soil conditions and selected construction materials.
- (4) Costs shown are for information kiosks (materials only) to be provided by VDCR/VDGIF. If VDGIF/VDCR recommend additional improvements to the portages, capital costs will be higher.
- (5) Actual construction completion dates to be negotiated by VDCR, VDGIF and APCo.



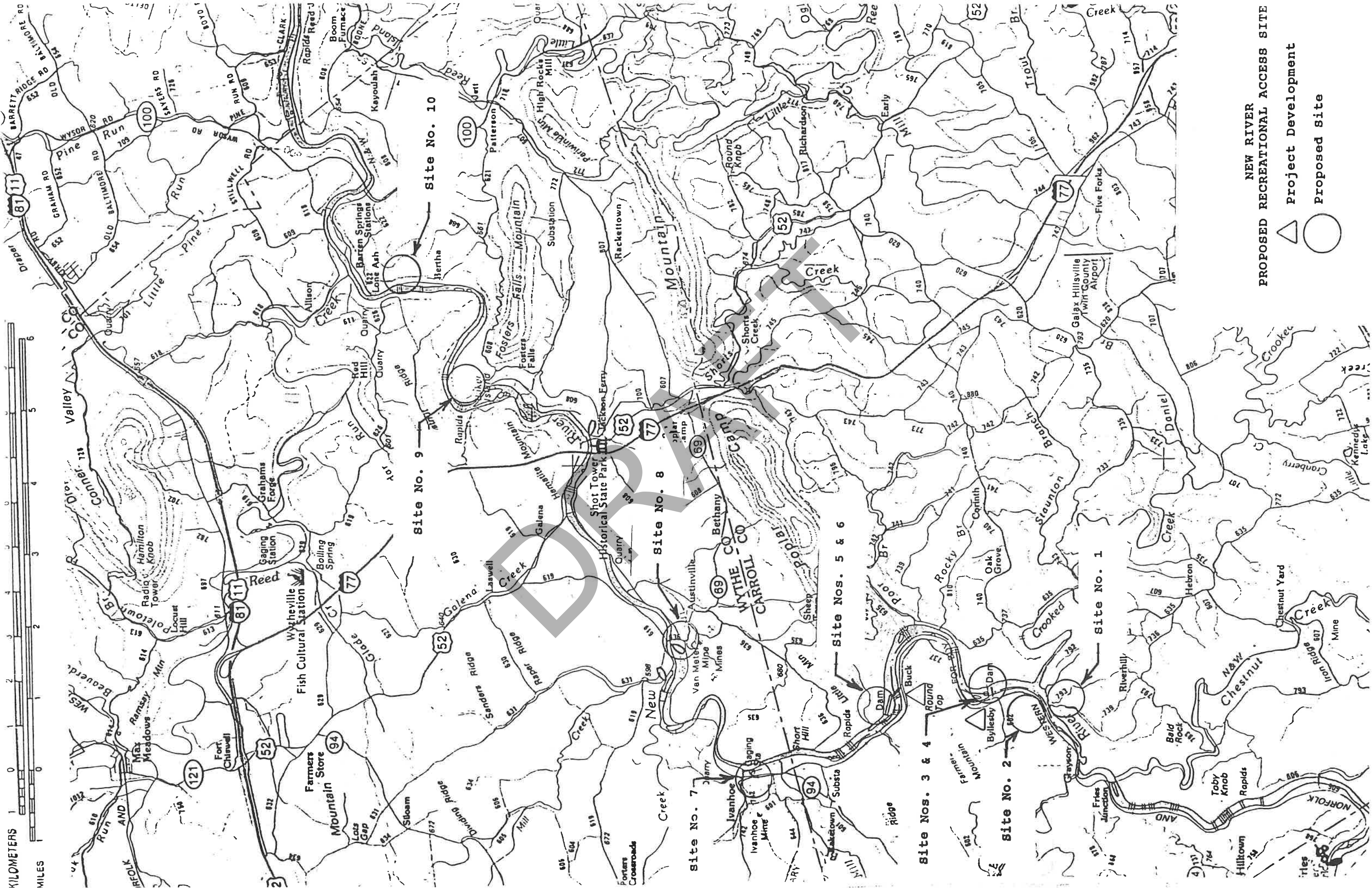
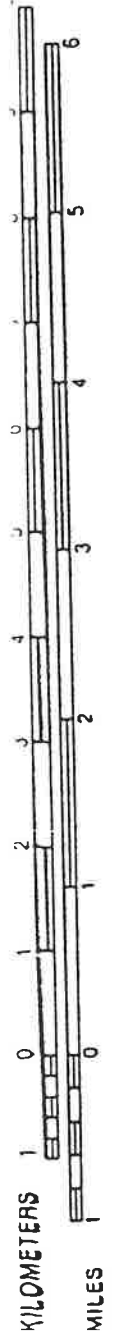
**JAMES RIVER
PROPOSED RECREATIONAL ACCESS SITES**

- ▲ Project Development
- Proposed Site



ROANOKE RIVER
PROPOSED RECREATIONAL ACCESS SITE

△ Project Development
○ Proposed Site



NEW RIVER
PROPOSED RECREATIONAL ACCESS SITE

- ▲ Project Development
- Proposed site

Recreational Facilities Lease
Parcel No. _____
Location No. _____

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF CONSERVATION
AND RECREATION
1201 Washington Building
Capital Square
Richmond, VA 23219
Phone: 804/ 786-2132

COMMONWEALTH OF VIRGINIA,
BOARD OF GAME AND
INLAND FISHERIES

LEASE

THIS AGREEMENT, made this _____ day of _____, 1994, between APPALACHIAN POWER COMPANY, a Virginia corporation (hereinafter called "APPALACHIAN") and THE COMMONWEALTH OF VIRGINIA, Board of Game and Inland Fisheries (hereinafter called the "COMMONWEALTH");

WITNESSETH:

WHEREAS, APPALACHIAN is the Licensee under a license issued on the _____ day of _____, 19____, by the Federal Power Commission (now the Federal Energy Regulatory Commission hereinafter called "FERC") whereunder it operates hydroelectric generating facilities known as the _____ Project No. _____, said Project being located on the _____ River in _____ County, Virginia; and

WHEREAS, COMMONWEALTH desires to lease certain premises from APPALACHIAN to be used for public recreational facilities on portions of APPALACHIAN's lands hereinafter described.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. APPALACHIAN hereby leases to COMMONWEALTH for public recreational purposes, including fishing, camping, boating, hiking, and sightseeing, insofar as APPALACHIAN has the right so to do, the following described lands, subject to the reservations, encumbrances, and conditions contained in this Agreement:

Those certain tracts of land situated in _____ District in _____ County, Virginia, being more particularly described as follows:

The total acreage contained in this lease is _____ acres, more or less and estimated to contain _____ acres above the Contour _____ feet which is the boundary line of the Project No. _____ and shown colored in red and _____ acres, between the Contour the elevation of which is _____ feet and the Contour, the elevation of which is _____ feet, and which acreage is included in the said _____ Project No. _____ and shown colored in yellow on map attached hereto and made a part hereof.

(the above-described lands are hereafter referred to as the "Leased Premises").

2. COMMONWEALTH shall have the right to construct, maintain and use boat launches, canoe take-outs, canoe put-ins, and canoe portages, and appurtenant facilities such as, but not limited to, parking areas, access roads, and picnic tables, upon that portion of Appalachian's Parcels No. _____ which are adjacent to the Leased Premises and lie below the Contour, the elevation of which is _____ feet. COMMONWEALTH shall submit to APPALACHIAN a survey map detailing all facilities it proposes to install on the Leased Premises and APPALACHIAN reserves the right to require that such plans be revised if the proposed facilities interfere with the project. COMMONWEALTH shall, at its expense, complete the installation of the facilities on the Leased Premises within two (2) years (unless otherwise extended by agreement of the parties), and thereafter maintain the aforesaid facilities. COMMONWEALTH shall not perform any dredge and fill activities from April 1st through May 30th of any year.

3. COMMONWEALTH will temporarily close public access at the request of APPALACHIAN, or under any of the following circumstances:

(a) construction, operation, or maintenance of the Project, of a routine or emergency nature, requiring the closing of the Leased Premises; or

(b) any action by any federal or state agency requiring such closing; or

(c) emergencies requiring such closings.

4. COMMONWEALTH shall operate and maintain the Leased Premises for public recreational purposes as stated aforesaid. COMMONWEALTH shall monitor the Leased Premises as necessary in its discretion to reasonably ensure public safety and compliance with applicable laws, COMMONWEALTH'S rules and regulations, and the terms and conditions of this Agreement.

5. APPALACHIAN makes no warranties, expressed or implied, with respect to the condition of the Leased Premises. COMMONWEALTH shall at its expense keep and maintain the Leased Premises and all improvements thereon and appurtenances thereto in good repair and in safe and sanitary condition, ordinary wear and tear excepted. COMMONWEALTH shall conform with and do all things necessary to comply with every applicable state, federal, or local governmental statute, law, regulation, order or requirement relating to the Leased Premises. COMMONWEALTH shall take appropriate action to guard and warn against dangerous conditions, uses, structures, or activities on the Leased Premises. At the expiration or earlier termination of this Lease, COMMONWEALTH shall return the Leased Premises to APPALACHIAN in substantially the same condition as when COMMONWEALTH's occupancy commenced, ordinary wear and tear excepted. Throughout the term of this lease, APPALACHIAN shall have the right at all reasonable times to enter the Leased Premises for the purpose of inspecting same.

6. COMMONWEALTH acknowledges the rights of APPALACHIAN to use the Leased Premises for hydroelectric generating facility project purposes and otherwise whenever necessary and in the public interest and agrees that its use of the Leased Premises will not in any way interfere with APPALACHIAN's operation of its facilities. COMMONWEALTH agrees to use the Leased Premises in a manner which will not endanger health, create a nuisance, or otherwise be incompatible with the overall recreational use of _____ Project No. _____, and to take reasonable precautions to ensure that the construction, operation, and maintenance of the facilities provided for under this Lease will occur in a manner that will protect the scenic, recreational, and environmental values of said Project.

7. The term of the Agreement shall be for an initial term of _____ years and shall continue automatically thereafter on an annual basis unless notice of termination is submitted by either party at least six (6) months prior to renewal date; provided, however, that in no event shall the term of this Lease extend beyond the term of APPALACHIAN's License for _____ Project No. _____, (which has a termination date of _____), or renewals thereof, whichever is applicable.

8. This Agreement is subject to:

(a) All of the terms and conditions of APPALACHIAN's License for _____ Project No. _____ and to any amendments or renewals thereof, or any orders granted by the FERC pursuant to the provisions of said License;

(b) APPALACHIAN obtaining approval from the FERC to enter into this Agreement.

9. APPALACHIAN and the COMMONWEALTH agree that the provisions of {29.1-509 (E) of the Code of Virginia of 1950, as amended, adopted by the General Assembly of Virginia during the 1989 Legislative Session, (a copy of which is attached hereto) shall be deemed to be a part of this Lease Agreement. In the event such statute is amended, repealed, or judicially determined, and the protections presently available to APPALACHIAN under the provisions of said statute are no longer available, then, and in that event, APPALACHIAN shall have the right to terminate this Lease Agreement upon giving COMMONWEALTH sixty (60) days advance written notice.

10. (a) In the event either party to this Agreement violates any of the terms and conditions of this Agreement, either party hereto may give such violating party written notice of its intent to terminate this Agreement sixty (60) days after the receipt of such notice, provided however, that this Agreement may not be terminated if such party is diligently working to cure such violation within a reasonable period after such notice.

(b) Notwithstanding the above, APPALACHIAN reserves the right to terminate this Agreement, with six (6) months prior written notification, in the event that use of the Leased Premises should become necessary for the expansion, modification, or upgrading of the existing Project and/or its appurtenant facilities. Any such expansion, modification, or upgrading would take place only upon FERC approval of such activity.

(c) Notwithstanding the above, the COMMONWEALTH may terminate this agreement, with six months prior written notification, in the event that changes in appropriations, or other changes in Virginia laws, cause a change in the existing status of the facility.

11. Upon the expiration of this Agreement, or in the event of earlier termination in accordance with the provisions hereof, COMMONWEALTH shall leave the premises free and clear of all material and debris and in a clean condition, and, at APPALACHIAN's option, shall remove from the Leased Premises all facilities erected by COMMONWEALTH.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Signed in the presence of

APPALACHIAN POWER COMPANY

By _____
J. H. Vipperman, President

Signed in the presence of

COMMONWEALTH OF VIRGINIA,
BOARD OF GAME
AND INLAND FISHERIES

By _____

Director

STATE OF VIRGINIA)
)
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1994 by _____, the Director of the Board of Game and Inland Fisheries.

Given under my hand this _____ day of _____, 1994.

Notary Public

My commission expires _____

STATE OF VIRGINIA)
)
CITY OF ROANOKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by J. H. Vipperman, President of Appalachian Power Company, a Virginia corporation, on behalf of the corporation.

Given under my hand this _____ day of _____ 1994.

Notary Public

My commission expires _____

Approved as to form:

Recommend:

Assistant Attorney General
for the Attorney General of
Virginia

Director, Division of
Engineering and Buildings

Recommend Approval:

Directory, Department of General Services

By the authority vested in me by the Governor of Virginia to act on his behalf, witnessed by his Executive Order 29 (86), and pursuant to Section 2.1-504.3, Code of Virginia (1950), as amended, I do hereby approve the transfer of this real estate and the execution of this document.

Secretary of Administration

LE930916.102

Recreational Facilities Lease
Parcel No. _____
Location No. _____

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF CONSERVATION
AND RECREATION
1201 Washington Building
Capital Square
Richmond, VA 23219
Phone: 804/ 786-2132

COMMONWEALTH OF VIRGINIA,
BOARD OF GAME AND
INLAND FISHERIES

LEASE

THIS AGREEMENT, made this _____ day of _____, 1994, between APPALACHIAN POWER COMPANY, a Virginia corporation (hereinafter called "APPALACHIAN") and THE COMMONWEALTH OF VIRGINIA, Board of Game and Inland Fisheries (hereinafter called the "COMMONWEALTH");

WITNESSETH:

WHEREAS, APPALACHIAN is the owner of certain lands located on the _____ River in _____ County, Virginia; and

WHEREAS, COMMONWEALTH desires to lease certain premises from APPALACHIAN to be used for public recreational facilities on portions of APPALACHIAN's lands hereinafter described.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. APPALACHIAN hereby leases to COMMONWEALTH for public recreational purposes, including fishing, camping, boating, hiking, and sightseeing, insofar as APPALACHIAN has the right so to do, the following described lands, subject to the reservations, encumbrances, and conditions contained in this Agreement:

Those certain tracts of land situated in _____ District in _____ County, Virginia, being more particularly described as follows:

The total acreage contained in this lease is _____ acres, more or less and shown colored in yellow on map attached hereto and made a part hereof.

(the above-described lands are hereafter referred to as the "Leased Premises").

2. COMMONWEALTH shall have the right to construct, maintain and use boat launches and appurtenant facilities, such as but not limited to parking areas, access roads, and picnic facilities upon that portion of Appalachian's Parcels No. _____ which are adjacent to the Leased Premises. COMMONWEALTH shall submit to APPALACHIAN a survey map detailing all facilities it proposes to install on the Leased Premises and APPALACHIAN reserves the right to require that such plans be revised if the proposed facilities interfere with the project. COMMONWEALTH shall, at its expense, complete the installation of the facilities on the Leased Premises within two (2) years (unless otherwise extended by agreement of the parties), and thereafter maintain the aforesaid facilities. COMMONWEALTH shall not perform any dredge and fill activities from April 1st through May 30th of any year.

3. COMMONWEALTH will temporarily close public access at the request of APPALACHIAN, or under any of the following circumstances:

- (a) any action by any federal or state agency requiring such closing; or
- (b) emergencies requiring such closings.

4. COMMONWEALTH shall operate and maintain the Leased Premises for public recreational purposes as stated aforesaid. COMMONWEALTH shall monitor the Leased Premises as necessary in its discretion to reasonably ensure public safety and compliance with applicable laws, COMMONWEALTH'S rules and regulations, and the terms and conditions of this Agreement.

5. APPALACHIAN makes no warranties, expressed or implied, with respect to the condition of the Leased Premises. COMMONWEALTH shall at its expense keep and maintain the Leased Premises and all improvements thereon and appurtenances thereto in good repair and in safe and sanitary condition, ordinary wear and tear excepted. COMMONWEALTH shall conform with and do all things necessary to comply with every applicable state, federal, or local governmental statute, law, regulation, order or requirement relating to the Leased Premises. COMMONWEALTH shall take appropriate action to guard and warn against dangerous conditions, uses, structures, or activities on the Leased Premises. At the expiration or earlier termination of this

Lease, COMMONWEALTH shall return the Leased Premises to APPALACHIAN in substantially the same condition as when COMMONWEALTH's occupancy commenced, ordinary wear and tear excepted. Throughout the term of this lease, APPALACHIAN shall have the right at all reasonable times to enter the Leased Premises for the purpose of inspecting same.

6. COMMONWEALTH acknowledges the rights of APPALACHIAN to use the Leased Premises whenever necessary and in the public interest and agrees that its use of the Leased Premises will not in any way interfere with APPALACHIAN's use thereof. COMMONWEALTH agrees to use the Leased Premises in a manner which will not endanger health, create a nuisance, or otherwise be incompatible with the overall recreational use of the _____ River, and to take reasonable precautions to ensure that the construction, operation, and maintenance of the facilities provided for under this Lease will occur in a manner that will protect the scenic, recreational, and environmental values of said River.

7. The term of the Agreement shall be for an initial term of _____ years and shall continue automatically thereafter on an annual basis unless notice of termination is submitted by either party at least six (6) months prior to renewal date; provided, however, that in no event shall the term of this Lease extend beyond the _____ day of _____, 19_____.

8. APPALACHIAN and the COMMONWEALTH agree that the provisions of {29.1-509 (E) of the Code of Virginia of 1950, as amended, adopted by the General Assembly of Virginia during the 1989 Legislative Session, (a copy of which is attached hereto) shall be deemed to be a part of this Lease Agreement. In the event such statute is amended, repealed, or judicially determined, and the protections presently available to APPALACHIAN under the provisions of said statute are no longer available, then, and in that event, APPALACHIAN shall have the right to terminate this Lease Agreement upon giving COMMONWEALTH sixty (60) days advance written notice.

9. (a) In the event either party to this Agreement violates any of the terms and conditions of this Agreement, either party hereto may give such violating party written notice of its intent to terminate this Agreement sixty (60) days after the receipt of such notice, provided however, that this Agreement may not be terminated if such party is diligently working to cure such violation within a reasonable period after such notice.

(b) Notwithstanding the above, APPALACHIAN reserves the right to terminate this Agreement, with six (6) months prior written notification, in the event that use of the Leased Premises should become necessary for Appalachian's use in the conduct of its electric utility business.

(c) Notwithstanding the above, the COMMONWEALTH may terminate this agreement, with six months prior written notification, in the event that changes in appropriations, or other changes in Virginia laws, cause a change in the existing status of the facility.

10. Upon the expiration of this Agreement, or in the event of earlier termination in accordance with the provisions hereof, COMMONWEALTH shall leave the premises free and clear of all material and debris and in a clean condition, and, at APPALACHIAN's option, shall remove from the Leased Premises all facilities erected by COMMONWEALTH.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Signed in the presence of

APPALACHIAN POWER COMPANY

By _____
J. H. Vipperman, President

Signed in the presence of

COMMONWEALTH OF VIRGINIA,
BOARD OF GAME
AND INLAND FISHERIES

By _____

Director

STATE OF VIRGINIA)
)
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1994 by _____, the Director of the Board of Game and Inland Fisheries.

Given under my hand this _____ day of _____, 1994.

Notary Public

My commission expires _____

STATE OF VIRGINIA)
)
CITY OF ROANOKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by J. H. Vipperman, President of Appalachian Power Company, a Virginia corporation, on behalf of the corporation.

Given under my hand this _____ day of _____ 1994.

Notary Public

My commission expires _____

Approved as to form:

Recommend:

Assistant Attorney General
for the Attorney General of
Virginia

Director, Division of
Engineering and Buildings

Recommend Approval:

Directory, Department of General Services

By the authority vested in me by the Governor of Virginia to act on his behalf, witnessed by his Executive Order 29 (86), and pursuant to Section 2.1-504.3, Code of Virginia (1950), as amended, I do hereby approve the transfer of this real estate and the execution of this document.

Secretary of Administration

1.0 INSURANCE

1.1 Contractor shall furnish and require its subcontractors to furnish insurance listed in Sections 1.A through 1.F. Insurance shall be placed with insurance carriers acceptable to Owner. Contractor shall maintain and cause its subcontractors to maintain this insurance at all times during performance of this Contract.

1.A Coverage for the legal liability of Contractor or subcontractor under the workers' compensation and occupational disease law of the state in which the Work is performed:

1.A.1. In the States of Ohio or West Virginia, Contractor or subcontractors shall be contributors to the state workers' compensation fund and shall furnish a certificate to that effect.

1.A.2 In states other than Ohio or West Virginia, Contractor or subcontractor shall maintain an insurance policy for workers' compensation from an insurance carrier approved for transacting workers' compensation business in the state in which the Work is performed.

1.A.3 If Contractor or subcontractor is a legally permitted and qualified self-insurer in the state in which Work is performed, it may furnish proof that it is such a self-insurer in lieu of submitting proof of insurance.

Employers' liability coverage in an amount not less than \$500,000 for each accident shall be included or separately obtained.

1.B Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence and aggregate.

1.C Commercial automobile liability insurance with a limit for bodily injury and property damage of not less than \$1,000,000 each accident.

1.D (Applicable if Contractor or its subcontractors will use a helicopter or airplane for any reason at the Site or to perform the Work.)

Aircraft liability (including passenger liability) insurance with a combined limit for bodily injury and property damage of not less than \$10,000,000 each occurrence. Such policy shall be in effect prior to the first use of such aircraft and shall continue in effect, at all times, until after such aircraft completes its work and lands at its final destination.

1.E (Applicable if Contractor or its subcontractors will use any marine vessel or floating equipment for any reason at the Site or to perform the Work.)

Protection and Indemnity insurance (including Jones Act Liability) with limits of liability not less than \$2,000,000.

1.F. Contractor shall determine if the Work is covered by any federal compensation statutes, including but not limited to, the Longshoremen's and Harbor Workers' Compensation Act. Contractor shall arrange, pay for, and maintain proper insurance coverage as required by such statutes.

1.2 Contractor will not be permitted to bring its employees, materials, or equipment on the Site until Owner receives from Contractor two copies each of acceptable certificates of insurance covering the terms of Sections 1.A through 1.F. Such certificates shall state that the insurance carrier has issued the policies providing for the insurance specified herein, that such policies are in force, and that the insurance carrier will give Owner thirty (30) days prior written notice of any material change in, or cancellation of, such policies. If such insurance policies are subject to any exceptions of the terms specified herein, such exceptions shall be explained in full in such certificates. Owner may, at its discretion, require Contractor to obtain insurance policies that are not subject to any exceptions.

1.3 Owner shall be notified by Contractor of any policies maintained under these insurance requirements and written on a "claims-made" form. Copies of any "claims-

made" form policies shall be provided to Owner along with the notice. Insurance policies written on a "claims-made" basis shall be maintained by Contractor or its subcontractors for a minimum of five (5) years after completion of the Work.

2.0 INDEMNIFICATION

- 2.1 As used in this provision, the term "Owner" shall include the State of Virginia and Appalachian Power Company and its directors, officers, employees, agents, and affiliated companies, including those affiliated companies, directors, officers, employees, and agents.
- 2.2 To the extent permitted by law, the Contractor agrees to indemnify, save harmless, and defend the Owner from and against any losses, liabilities, costs, expenses, suits, actions, claims, and all other obligations and proceedings whatsoever, including, without limitation, all judgments rendered against, and all fines and penalties imposed upon Owner, and any reasonable attorneys' fees and any other costs of defense (hereinafter referred to as "liabilities") arising out of injuries to persons, including death, or damage to property, caused by the Contractor, its employees, its agents, its subcontractors, or in any way attributable to the performance and prosecution of the work herein contracted for, except that the Contractor's obligation to indemnify Owner shall not apply to any liabilities arising from Owner's sole negligence, or that portion of any liabilities that arise out of Owner's contributing negligent acts or negligent omissions. This indemnification is agreed by the Contractor to expressly waive Contractor's immunity, if any, as a complying employer under the workers' compensation law of the jurisdictional state from indemnifying and holding Owner harmless from claims by employees, agents, or contractors of Contractor. With respect to the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Rev. Code Section 3123.74.

The total acreage contained in this lease is _____ acres, more or less and estimated to contain _____ acres above the Contour _____ feet which is the boundary line of the _____ Project No. _____ and shown colored in red and _____ acres, between the Contour the elevation of which is _____ feet and the Contour, the elevation of which is _____ feet, and which acreage is included in the said _____ Project No. _____ and shown colored in yellow on map attached hereto and made a part hereof.

(the above-described lands are hereafter referred to as the "Leased Premises").

2. COMMONWEALTH shall have the right to construct, maintain and use boat launches, canoe take-outs, canoe put-ins, and canoe portages, and appurtenant facilities such as, but not limited to, parking areas, access roads, and picnic tables, upon that portion of Appalachian's Parcels No. _____ which are adjacent to the Leased Premises and lie below the Contour, the elevation of which is _____ feet. COMMONWEALTH shall submit to APPALACHIAN a survey map detailing all facilities it proposes to install on the Leased Premises and APPALACHIAN reserves the right to require that such plans be revised if the proposed facilities interfere with the project. COMMONWEALTH shall, at its expense, complete the installation of the facilities on the Leased Premises within two (2) years (unless otherwise extended by agreement of the parties), and thereafter maintain the aforesaid facilities. COMMONWEALTH shall not perform any dredge and fill activities from April 1st through May 30th of any year.

3. COMMONWEALTH will temporarily close public access at the request of APPALACHIAN, or under any of the following circumstances:

(a) construction, operation, or maintenance of the Project, of a routine or emergency nature, requiring the closing of the Leased Premises; or

(b) any action by any federal or state agency requiring such closing; or

(c) emergencies requiring such closings.

4. COMMONWEALTH shall operate and maintain the Leased Premises for public recreational purposes as stated aforesaid. COMMONWEALTH shall monitor the Leased Premises as necessary in its discretion to reasonably ensure public safety and compliance with applicable laws, COMMONWEALTH'S rules and regulations, and the terms and conditions of this Agreement.

5. APPALACHIAN makes no warranties, expressed or implied, with respect to the condition of the Leased Premises. COMMONWEALTH shall at its expense keep and maintain the Leased Premises and all improvements thereon and appurtenances thereto in good repair and in safe and sanitary condition, ordinary wear and tear excepted. COMMONWEALTH shall conform with and do all things necessary to comply with every applicable state, federal, or local governmental statute, law, regulation, order or requirement relating to the Leased Premises. COMMONWEALTH shall take appropriate action to guard and warn against dangerous conditions, uses, structures, or activities on the Leased Premises. At the expiration or earlier termination of this Lease, COMMONWEALTH shall return the Leased Premises to APPALACHIAN in substantially the same condition as when COMMONWEALTH's occupancy commenced, ordinary wear and tear excepted. Throughout the term of this lease, APPALACHIAN shall have the right at all reasonable times to enter the Leased Premises for the purpose of inspecting same.

6. COMMONWEALTH acknowledges the rights of APPALACHIAN to use the Leased Premises for hydroelectric generating facility project purposes and otherwise whenever necessary and in the public interest and agrees that its use of the Leased Premises will not in any way interfere with APPALACHIAN's operation of its facilities. COMMONWEALTH agrees to use the Leased Premises in a manner which will not endanger health, create a nuisance, or otherwise be incompatible with the overall recreational use of _____ Project No. _____, and to take reasonable precautions to ensure that the construction, operation, and maintenance of the facilities provided for under this Lease will occur in a manner that will protect the scenic, recreational, and environmental values of said Project.

7. The term of the Agreement shall be for an initial term of _____ years and shall continue automatically thereafter on an annual basis unless notice of termination is submitted by either party at least six (6) months prior to renewal date; provided, however, that in no event shall the term of this Lease extend beyond the term of APPALACHIAN's License for _____ Project No. _____, (which has a termination date of _____), or renewals thereof, whichever is applicable.

8. This Agreement is subject to:

(a) All of the terms and conditions of APPALACHIAN's License for _____ Project No. _____ and to any amendments or renewals thereof, or any orders granted by the FERC pursuant to the provisions of said License;

(b) APPALACHIAN obtaining approval from the FERC to enter into this Agreement.

9. APPALACHIAN and the COMMONWEALTH agree that the provisions of {29.1-509 (E) of the Code of Virginia of 1950, as amended, adopted by the General Assembly of Virginia during the 1989 Legislative Session, (a copy of which is attached hereto) shall be deemed to be a part of this Lease Agreement. In the event such statute is amended, repealed, or judicially determined, and the protections presently available to APPALACHIAN under the provisions of said statute are no longer available, then, and in that event, APPALACHIAN shall have the right to terminate this Lease Agreement upon giving COMMONWEALTH sixty (60) days advance written notice.

10. (a) In the event either party to this Agreement violates any of the terms and conditions of this Agreement, either party hereto may give such violating party written notice of its intent to terminate this Agreement sixty (60) days after the receipt of such notice, provided however, that this Agreement may not be terminated if such party is diligently working to cure such violation within a reasonable period after such notice.

(b) Notwithstanding the above, APPALACHIAN reserves the right to terminate this Agreement, with six (6) months prior written notification, in the event that use of the Leased Premises should become necessary for the expansion, modification, or upgrading of the existing Project and/or its appurtenant facilities. Any such expansion, modification, or upgrading would take place only upon FERC approval of such activity.

(c) Notwithstanding the above, the COMMONWEALTH may terminate this agreement, with six months prior written notification, in the event that changes in appropriations, or other changes in Virginia laws, cause a change in the existing status of the facility.

11. Upon the expiration of this Agreement, or in the event of earlier termination in accordance with the provisions hereof, COMMONWEALTH shall leave the premises free and clear of all material and debris and in a clean condition, and, at APPALACHIAN's option, shall remove from the Leased Premises all facilities erected by COMMONWEALTH.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Signed in the presence of

APPALACHIAN POWER COMPANY

By _____
 J. H. Vipperman, President

Signed in the presence of

COMMONWEALTH OF VIRGINIA,
 BOARD OF GAME
 AND INLAND FISHERIES

By _____

Director

STATE OF VIRGINIA)
)
 CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1994 by _____, the Director of the Board of Game and Inland Fisheries.

Given under my hand this _____ day of _____, 1994.

 Notary Public

My commission expires _____

STATE OF VIRGINIA)
)
CITY OF ROANOKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by J. H. Vipperman, President of Appalachian Power Company, a Virginia corporation, on behalf of the corporation.

Given under my hand this _____ day of _____ 1994.

Notary Public

My commission expires _____

Approved as to form:

Recommend:

Assistant Attorney General
for the Attorney General of
Virginia

Director, Division of
Engineering and Buildings

Recommend Approval:

Directory, Department of General Services

By the authority vested in me by the Governor of Virginia to act on his behalf, witnessed by his Executive Order 29 (86), and pursuant to Section 2.1-504.3, Code of Virginia (1950), as amended, I do hereby approve the transfer of this real estate and the execution of this document.

Secretary of Administration

LE930916.102

Recreational Facilities Lease
Parcel No. _____
Location No. _____

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF CONSERVATION
AND RECREATION
1201 Washington Building
Capital Square
Richmond, VA 23219
Phone: 804/ 786-2132

COMMONWEALTH OF VIRGINIA,
BOARD OF GAME AND
INLAND FISHERIES

LEASE

THIS AGREEMENT, made this _____ day of _____, 1994, between APPALACHIAN POWER COMPANY, a Virginia corporation (hereinafter called "APPALACHIAN") and THE COMMONWEALTH OF VIRGINIA, Board of Game and Inland Fisheries (hereinafter called the "COMMONWEALTH");

WITNESSETH:

WHEREAS, APPALACHIAN is the owner of certain lands located on the _____ River in _____ County, Virginia; and

WHEREAS, COMMONWEALTH desires to lease certain premises from APPALACHIAN to be used for public recreational facilities on portions of APPALACHIAN's lands hereinafter described.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. APPALACHIAN hereby leases to COMMONWEALTH for public recreational purposes, including fishing, camping, boating, hiking, and sightseeing, insofar as APPALACHIAN has the right so to do, the following described lands, subject to the reservations, encumbrances, and conditions contained in this Agreement:

Those certain tracts of land situated in _____ District in _____ County, Virginia, being more particularly described as follows:

The total acreage contained in this lease is _____ acres, more or less and shown colored in yellow on map attached hereto and made a part hereof.

(the above-described lands are hereafter referred to as the "Leased Premises").

2. COMMONWEALTH shall have the right to construct, maintain and use boat launches and appurtenant facilities, such as but not limited to parking areas, access roads, and picnic facilities upon that portion of Appalachian's Parcels No. _____ which are adjacent to the Leased Premises. COMMONWEALTH shall submit to APPALACHIAN a survey map detailing all facilities it proposes to install on the Leased Premises and APPALACHIAN reserves the right to require that such plans be revised if the proposed facilities interfere with the project. COMMONWEALTH shall, at its expense, complete the installation of the facilities on the Leased Premises within two (2) years (unless otherwise extended by agreement of the parties), and thereafter maintain the aforesaid facilities. COMMONWEALTH shall not perform any dredge and fill activities from April 1st through May 30th of any year.

3. COMMONWEALTH will temporarily close public access at the request of APPALACHIAN, or under any of the following circumstances:

- (a) any action by any federal or state agency requiring such closing; or
- (b) emergencies requiring such closings.

4. COMMONWEALTH shall operate and maintain the Leased Premises for public recreational purposes as stated aforesaid. COMMONWEALTH shall monitor the Leased Premises as necessary in its discretion to reasonably ensure public safety and compliance with applicable laws, COMMONWEALTH'S rules and regulations, and the terms and conditions of this Agreement.

5. APPALACHIAN makes no warranties, expressed or implied, with respect to the condition of the Leased Premises. COMMONWEALTH shall at its expense keep and maintain the Leased Premises and all improvements thereon and appurtenances thereto in good repair and in safe and sanitary condition, ordinary wear and tear excepted. COMMONWEALTH shall conform with and do all things necessary to comply with every applicable state, federal, or local governmental statute, law, regulation, order or requirement relating to the Leased Premises. COMMONWEALTH shall take appropriate action to guard and warn against dangerous conditions, uses, structures, or activities on the Leased Premises. At the expiration or earlier termination of this

Lease, COMMONWEALTH shall return the Leased Premises to APPALACHIAN in substantially the same condition as when COMMONWEALTH's occupancy commenced, ordinary wear and tear excepted. Throughout the term of this lease, APPALACHIAN shall have the right at all reasonable times to enter the Leased Premises for the purpose of inspecting same.

6. COMMONWEALTH acknowledges the rights of APPALACHIAN to use the Leased Premises whenever necessary and in the public interest and agrees that its use of the Leased Premises will not in any way interfere with APPALACHIAN's use thereof. COMMONWEALTH agrees to use the Leased Premises in a manner which will not endanger health, create a nuisance, or otherwise be incompatible with the overall recreational use of the _____ River, and to take reasonable precautions to ensure that the construction, operation, and maintenance of the facilities provided for under this Lease will occur in a manner that will protect the scenic, recreational, and environmental values of said River.

7. The term of the Agreement shall be for an initial term of _____ years and shall continue automatically thereafter on an annual basis unless notice of termination is submitted by either party at least six (6) months prior to renewal date; provided, however, that in no event shall the term of this Lease extend beyond the _____ day of _____, 19_____.

8. APPALACHIAN and the COMMONWEALTH agree that the provisions of {29.1-509 (E) of the Code of Virginia of 1950, as amended, adopted by the General Assembly of Virginia during the 1989 Legislative Session, (a copy of which is attached hereto) shall be deemed to be a part of this Lease Agreement. In the event such statute is amended, repealed, or judicially determined, and the protections presently available to APPALACHIAN under the provisions of said statute are no longer available, then, and in that event, APPALACHIAN shall have the right to terminate this Lease Agreement upon giving COMMONWEALTH sixty (60) days advance written notice.

9. (a) In the event either party to this Agreement violates any of the terms and conditions of this Agreement, either party hereto may give such violating party written notice of its intent to terminate this Agreement sixty (60) days after the receipt of such notice, provided however, that this Agreement may not be terminated if such party is diligently working to cure such violation within a reasonable period after such notice.

(b) Notwithstanding the above, APPALACHIAN reserves the right to terminate this Agreement, with six (6) months prior written notification, in the event that use of the Leased Premises should become necessary for Appalachian's use in the conduct of its electric utility business.

(c) Notwithstanding the above, the COMMONWEALTH may terminate this agreement, with six months prior written notification, in the event that changes in appropriations, or other changes in Virginia laws, cause a change in the existing status of the facility.

10. Upon the expiration of this Agreement, or in the event of earlier termination in accordance with the provisions hereof, COMMONWEALTH shall leave the premises free and clear of all material and debris and in a clean condition, and, at APPALACHIAN's option, shall remove from the Leased Premises all facilities erected by COMMONWEALTH.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Signed in the presence of _____

APPALACHIAN POWER COMPANY

By _____
J. H. Vipperman, President

Signed in the presence of _____

COMMONWEALTH OF VIRGINIA,
BOARD OF GAME
AND INLAND FISHERIES

By _____

Director

STATE OF VIRGINIA)
)
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1994 by _____, the Director of the Board of Game and Inland Fisheries.

Given under my hand this _____ day of _____, 1994.

Notary Public

My commission expires _____

STATE OF VIRGINIA)
)
CITY OF ROANOKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by J. H. Vipperman, President of Appalachian Power Company, a Virginia corporation, on behalf of the corporation.

Given under my hand this _____ day of _____ 1994.

Notary Public

My commission expires _____

Approved as to form:

Recommend:

Assistant Attorney General
for the Attorney General of
Virginia

Director, Division of
Engineering and Buildings

Recommend Approval:

Directory, Department of General Services

By the authority vested in me by the Governor of Virginia to act on his behalf, witnessed by his Executive Order 29 (86), and pursuant to Section 2.1-504.3, Code of Virginia (1950), as amended, I do hereby approve the transfer of this real estate and the execution of this document.

Secretary of Administration

LE930916.202

1.0 INSURANCE

1.1 Contractor shall furnish and require its subcontractors to furnish insurance listed in Sections 1.A through 1.F. Insurance shall be placed with insurance carriers acceptable to Owner. Contractor shall maintain and cause its subcontractors to maintain this insurance at all times during performance of this Contract.

1.A Coverage for the legal liability of Contractor or subcontractor under the workers' compensation and occupational disease law of the state in which the Work is performed:

1.A.1. In the States of Ohio or West Virginia, Contractor or subcontractors shall be contributors to the state workers' compensation fund and shall furnish a certificate to that effect.

1.A.2 In states other than Ohio or West Virginia, Contractor or subcontractor shall maintain an insurance policy for workers' compensation from an insurance carrier approved for transacting workers' compensation business in the state in which the Work is performed.

1.A.3 If Contractor or subcontractor is a legally permitted and qualified self-insurer in the state in which Work is performed, it may furnish proof that it is such a self-insurer in lieu of submitting proof of insurance.

Employers' liability coverage in an amount not less than \$500,000 for each accident shall be included or separately obtained.

1.B Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence and aggregate.

1.C Commercial automobile liability insurance with a limit for bodily injury and property damage of not less than \$1,000,000 each accident.

1.D (Applicable if Contractor or its subcontractors will use a helicopter or airplane for any reason at the Site or to perform the Work.)

Aircraft liability (including passenger liability) insurance with a combined limit for bodily injury and property damage of not less than \$10,000,000 each occurrence. Such policy shall be in effect prior to the first use of such aircraft and shall continue in effect, at all times, until after such aircraft completes its work and lands at its final destination.

1.E (Applicable if Contractor or its subcontractors will use any marine vessel or floating equipment for any reason at the Site or to perform the Work.)

Protection and Indemnity insurance (including Jones Act Liability) with limits of liability not less than \$2,000,000.

1.F. Contractor shall determine if the Work is covered by any federal compensation statutes, including but not limited to, the Longshoremen's and Harbor Workers' Compensation Act. Contractor shall arrange, pay for, and maintain proper insurance coverage as required by such statutes.

1.2 Contractor will not be permitted to bring its employees, materials, or equipment on the Site until Owner receives from Contractor two copies each of acceptable certificates of insurance covering the terms of Sections 1.A through 1.F. Such certificates shall state that the insurance carrier has issued the policies providing for the insurance specified herein, that such policies are in force, and that the insurance carrier will give Owner thirty (30) days prior written notice of any material change in, or cancellation of, such policies. If such insurance policies are subject to any exceptions of the terms specified herein, such exceptions shall be explained in full in such certificates. Owner may, at its discretion, require Contractor to obtain insurance policies that are not subject to any exceptions.

1.3 Owner shall be notified by Contractor of any policies maintained under these insurance requirements and written on a "claims-made" form. Copies of any "claims-

made" form policies shall be provided to Owner along with the notice. Insurance policies written on a "claims-made" basis shall be maintained by Contractor or its subcontractors for a minimum of five (5) years after completion of the Work.

2.0 INDEMNIFICATION

- 2.1 As used in this provision, the term "Owner" shall include the State of Virginia and Appalachian Power Company and its directors, officers, employees, agents, and affiliated companies, including those affiliated companies, directors, officers, employees, and agents.
- 2.2 To the extent permitted by law, the Contractor agrees to indemnify, save harmless, and defend the Owner from and against any losses, liabilities, costs, expenses, suits, actions, claims, and all other obligations and proceedings whatsoever, including, without limitation, all judgments rendered against, and all fines and penalties imposed upon Owner, and any reasonable attorneys' fees and any other costs of defense (hereinafter referred to as "liabilities") arising out of injuries to persons, including death, or damage to property, caused by the Contractor, its employees, its agents, its subcontractors, or in any way attributable to the performance and prosecution of the work herein contracted for, except that the Contractor's obligation to indemnify Owner shall not apply to any liabilities arising from Owner's sole negligence, or that portion of any liabilities that arise out of Owner's contributing negligent acts or negligent omissions. This indemnification is agreed by the Contractor to expressly waive Contractor's immunity, if any, as a complying employer under the workers' compensation law of the jurisdictional state from indemnifying and holding Owner harmless from claims by employees, agents, or contractors of Contractor. With respect to the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Rev. Code Section 3123.74.



Appendix C

Relevant Lease Agreements

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Recreational Facilities Lease
Parcel No. 23
Location No. 0630

COMMONWEALTH OF VIRGINIA,
BOARD OF GAME AND
INLAND FISHERIES
4010 West Broad Street
Richmond, VA 23230
Phone: 804/367-1000

LEASE

THIS AGREEMENT, made this 21ST day of OCTOBER, 1999, between APPALACHIAN POWER COMPANY, a Virginia corporation (hereinafter called "APPALACHIAN") and THE COMMONWEALTH OF VIRGINIA, Board of Game and Inland Fisheries (hereinafter called the "COMMONWEALTH");

WITNESSETH:

WHEREAS, APPALACHIAN is the Licensee under a license issued on the 28th day of March, 1994, by the Federal Power Commission (now the Federal Energy Regulatory Commission hereinafter called "FERC") whereunder it operates hydroelectric generating facilities known as the Bullshy/Buck Project No. 2514, said Project being located on the New River in Carroll County, Virginia; and

WHEREAS, COMMONWEALTH desires to lease certain premises from APPALACHIAN to be used for public recreational facilities on portions of APPALACHIAN's lands hereinafter described.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. APPALACHIAN hereby leases to COMMONWEALTH for public recreational purposes, including fishing, camping, boating, hiking, and sightseeing, insofar as APPALACHIAN has the right so to do, the following described lands, subject to the reservations, encumbrances, and conditions contained in this Agreement:

Those certain tracts of land situated in Sulphur Springs District in Carroll County, Virginia, being more particularly described as follows:

Beginning on an existing 1-inch iron bar on a point, said 1-inch iron bar being the northeast corner of a tract or parcel owned by Mildred S. Coffin and also being a corner of Appalachian herein; thence leaving the line of said Mildred S. Coffin, following new division lines with Appalachian N 14-27-43 W 171.49 feet to a point at or near the south edge of New River; thence N 68-23-31 E, generally with the south edge of New River 108.08 feet to a point; thence N 21-36-29 W, 100.00 feet to a point in New River; thence N 68-23-31 E 150.00 feet to a point in New River; thence S 21-36-29 E 100.00 feet to a point at or near the southern edge of New River; thence N 68-23-31 E generally along the southern edge of New River, 220.00 feet to a point; thence leaving said river S 43-30-30 E, passing an iron pin on line at 169.76 feet a total distance of 199.76 feet to an iron pin found on the northwest side of a ridge by a rock, said iron pin being a corner of Charles S. Cassell; thence with the lines of Charles S. Cassell as follows: S 56-13-30 W 327.09 feet to an iron pin found; thence S 44-16-30 W 358.49 feet to an iron pin found on the east bank of V.S.R. No. 736 (River Hill Road); thence S 28-24-26 W 189.21 feet to a 1-inch iron bar found; thence S 15-49-53 W 102.23 feet to an iron pin found; thence S 31-23-30 E 105.34 feet to an iron pin found on a hillside; thence S 15-21-31 E 124.77 feet to a P.K. nail found in a rock (Hickory & White Pine Pointers); thence S 6-32-30 W 173.82 feet to an iron pin found; thence S 24-31-30 W 177.71 feet to an existing 1-1/2 inch iron rod on the east side of a marked hemlock at a branch; thence S 51-26-32 W, passing an iron pin on line at 71.65 feet, a total distance of 83.00 feet to a point in said branch, in the said line of Mildred S. Coffin; thence leaving the line of said Charles S. Cassell and with the lines of said Mildred S. Coffin as follows: N 5-26-30 E, crossing said V.S.R. No. 736 (River Hill Road) 327.00 feet to an iron pin set at the west edge of said road; thence N 25-00-07 W 237.38 feet to a 1-inch iron bar found; thence N 7-03-36 W 174.99 feet to an iron pin set on the east slope of a ridge; thence N 29-56-30 E 197.00 feet to an iron pin set in old road; thence N 44-02-12 E 249.83 feet to a 1-inch iron bar found; thence N 14-27-43 W 39.00 feet to the point of beginning, containing [REDACTED] acres more or less as shown on plat survey by D. B. Dudley, L.L.S., dated 12/30/94.

The total acreage contained in this lease is 6.994 acres, more or less within the Project Boundary of the Byllesby/Buck Project No. 2514 and shown on map attached hereto and made a part hereof.

(The above-described lands are hereafter referred to as the "Leased Premises").

2. COMMONWEALTH shall have the right to construct, maintain and use boat launches, canoe take-outs, canoe put-ins, and canoe portages, and appurtenant facilities such as, but not limited to, parking areas, access roads, and picnic tables, upon the Leased Premises. COMMONWEALTH shall submit to APPALACHIAN a survey map detailing all facilities it

proposes to install on the Leased Premises and APPALACHIAN reserves the right to require that such plans be revised if the proposed facilities interfere with the project. COMMONWEALTH shall, at its expense, complete the installation of the facilities on the Leased Premises within two (2) years (unless otherwise extended by agreement of the parties), and thereafter maintain the aforesaid facilities. COMMONWEALTH shall not perform any dredge and fill activities from April 1st through May 30th of any year.

3. COMMONWEALTH will temporarily close public access at the request of APPALACHIAN, or under any of the following circumstances:

- (a) construction, operation, or maintenance of the Project, of a routine or emergency nature, requiring the closing of the Leased Premises; or
- (b) any action by any federal or state agency requiring such closing; or
- (c) emergencies requiring such closings.

4. COMMONWEALTH shall operate and maintain the Leased Premises for public recreational purposes as stated aforesaid. COMMONWEALTH shall monitor the Leased Premises as necessary in its discretion to reasonably ensure public safety and compliance with applicable laws, COMMONWEALTH'S rules and regulations, and the terms and conditions of this Agreement.

5. APPALACHIAN makes no warranties, expressed or implied, with respect to the condition of the Leased Premises. COMMONWEALTH shall at its expense keep and maintain the Leased Premises and all improvements thereon and appurtenances thereto in good repair and in safe and sanitary condition, ordinary wear and tear excepted. COMMONWEALTH shall conform with and do all things necessary to comply with every applicable state, federal, or local governmental statute, law, regulation, order or requirement relating to the Leased Premises. COMMONWEALTH shall take appropriate action to guard and warn against dangerous conditions, uses, structures, or activities on the Leased Premises. At the expiration or earlier termination of this Lease, COMMONWEALTH shall return the Leased Premises to APPALACHIAN in substantially the same condition as when COMMONWEALTH's occupancy commenced, ordinary wear and tear excepted. Throughout the term of this lease, APPALACHIAN shall have the right at all reasonable times to enter the Leased Premises for the purpose of inspecting same.

6. COMMONWEALTH acknowledges the rights of APPALACHIAN to use the Leased Premises for hydroelectric generating facility project purposes and otherwise whenever necessary and in the public interest and agrees that its use of the Leased Premises will not in any way interfere with APPALACHIAN's operation of its facilities. COMMONWEALTH agrees to use the Leased Premises in a manner which will not endanger health, create a nuisance, or otherwise be incompatible with the overall recreational use of Byllesby/Buck Project No. 2514, and to take reasonable precautions to ensure that the construction, operation, and maintenance of

the facilities provided for under this Lease will occur in a manner that will protect the scenic, recreational, and environmental values of said Project.

7. The term of the Agreement shall be for an initial term of twenty (20) years and shall continue automatically thereafter on an annual basis unless notice of termination is submitted by either party at least six (6) months prior to renewal date; provided, however, that in no event shall the term of this Lease extend beyond the term of APPALACHIAN's License for Byllesby/Buck Project No. 2514, (which has a termination date of February 28, 2023), or renewals thereof, whichever is applicable.

8. This Agreement is subject to:

(a) All of the terms and conditions of APPALACHIAN's License for Byllesby/Buck Project No. 2514 and to any amendments or renewals thereof, or any orders granted by the FERC pursuant to the provisions of said License;

(b) APPALACHIAN obtaining approval from the FERC to enter into this Agreement.

9. APPALACHIAN and the COMMONWEALTH agree that the provisions of {29.1-509 (E) of the Code of Virginia of 1950, as amended, adopted by the General Assembly of Virginia during the 1989 Legislative Session, (a copy of which is attached hereto) shall be deemed to be a part of this Lease Agreement. In the event such statute is amended, repealed, or judicially determined, and the protections presently available to APPALACHIAN under the provisions of said statute are no longer available, then, and in that event, APPALACHIAN shall have the right to terminate this Lease Agreement upon giving COMMONWEALTH sixty (60) days advance written notice.

10. (a) In the event either party to this Agreement violates any of the terms and conditions of this Agreement, either party hereto may give such violating party written notice of its intent to terminate this Agreement sixty (60) days after the receipt of such notice, provided however, that this Agreement may not be terminated if such party is diligently working to cure such violation within a reasonable period after such notice.

(b) Notwithstanding the above, APPALACHIAN reserves the right to terminate this Agreement, with six (6) months prior written notification, in the event that use of the Leased Premises should become necessary for the expansion, modification, or upgrading of the existing Project and/or its appurtenant facilities. Any such expansion, modification, or upgrading would take place only upon FERC approval of such activity.

(c) Notwithstanding the above, the COMMONWEALTH may terminate this agreement, with six (6) months prior written notification, in the event that changes in appropriations, or other changes in Virginia laws, cause a change in the existing status of the facility.

11. Upon the expiration of this Agreement, or in the event of earlier termination in accordance with the provisions hereof, COMMONWEALTH shall leave the premises free and clear of all material and debris and in a clean condition, and, at APPALACHIAN's option, shall remove from the Leased Premises all facilities erected by COMMONWEALTH.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Signed in the presence of

Deborah Landis
Jill Conner

APPALACHIAN POWER COMPANY

By C. A. Simmons
C. A. Simmons, Vice President

Signed in the presence of

S. M. Handberg

COMMONWEALTH OF VIRGINIA,
BOARD OF GAME AND
INLAND FISHERIES

By Bill Woodfin
Director

STATE OF VIRGINIA)
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this 31st day of October, 1995 by Bill Woodfin, Director of Board of Game and Inland Fisheries.

Given under my hand this 31st day of October, 1995.

Julie E. Carter
Notary Public

My commission expires August 31, 1999

STATE OF VIRGINIA)
)
CITY OF ROANOKE)

The foregoing instrument was acknowledged before me this 24th day of August, 1995, by C. A. Simmons, Vice President of Appalachian Power Company, a Virginia corporation, on behalf of the corporation.

Given under my hand this 24th day of August, 1995.

Patricia S. Duffy
Notary Public

My commission expires August 31, 1997

Approved as to form: _____ Recommend: _____

Assistant Attorney General
For the Attorney General of Virginia

Director, Division of
Engineering and Buildings

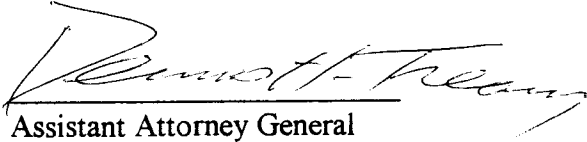
Recommended Approval:

Director, Department of General Services

By the authority vested in me by the Governor of Virginia to act on his behalf, witnessed by his Executive Order 29 (86), and pursuant to Section 2.1-504.3, Code of Virginia (1950), as amended, I do hereby approve the transfer of this real estate and the execution of this document.

~~Secretary of Administration~~

APPROVED AS TO FORM:



Assistant Attorney General
for the
Attorney General of Virginia

RECOMMENDED APPROVAL:



Director, Division of
Engineering and Buildings

RECOMMENDED APPROVAL:

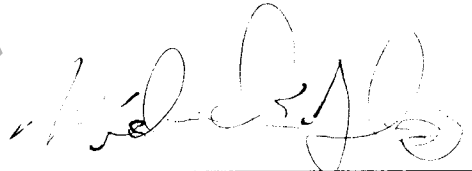


Director, Department of
~~Engineering and Buildings~~
General Services

APPROVED BY THE GOVERNOR:

Pursuant to §2.1-504.2 of the Code of Virginia (1950), as amended, as the official designee of the Governor of Virginia, as authorized and designated by Executive Order 31 (94), dated October 25, 1994, I hereby approve the acquisition of the demised premises pursuant to this Lease Agreement and the execution of this instrument for, on behalf of, and in the stead of the Governor of Virginia.

DRAFT



Secretary of Administration

Date: 10/27/95

gating, and disposing of wild-
e for a permit to capture, hold,
es authorized by the Board, shall
ts of processing the permit and
ver, in no instance shall the fees
g:

tion and wildlife holder, \$20; and

ittee to artificially raise trout or
lity where the permittee allows
as been paid, no license shall be
c. 494, § 29-111.1; 1987, c. 488;

paragraph, in the first sentence, in-
"also," substituted "artificially" for
and," and substituted "facility" for
ery where the trout are artificially raised

1995 amendment inserted "or catfish"
g "trout" in the first sentence of the
paragraph.

he fee for a permit to collect
s and amphibians, in limited
hall be established pursuant to
o collect a certain number of
hen the collection is shown to be
(Code 1950, § 29-113; 1980, c.

and added "shall be established pursu-
29.1-417."

the Board is authorized to grant
ations to hold field trials with
he fee established by the Board
fficient to defray the costs of
ermitted activity, but shall not
e unlawful to hold such trials
he closed season for game. If
ngaged in such field trials, the
ermitting him to do so.
mmediately shot or recovered
wild birds under this chapter
c. 488; 1993, c. 623.)

CHAPTER 5.
WILDLIFE AND FISH LAWS.

Article 1.

General Provisions.

Sec.
29.1-509. Duty of care and liability for dam-
ages of landowners to hunters,
fishermen, sightseers, etc.

Article 2.

Hunting and Trapping.

29.1-514. Nonmigratory game birds.
29.1-519. Guns, pistols, revolvers, etc., which
may be used; penalty.
29.1-521. Unlawful to hunt, trap, possess, sell
or transport wild birds and wild
animals except as permitted; pen-
alty.
29.1-521.2. Violation of § 18.2-286 while hunt-
ing; forfeiture of certain weapons;
revocation of license.
29.1-521.3. Shooting wild birds and wild ani-
mals from stationary vehicles by
disabled persons.
29.1-523. Killing deer by use of certain lights;
acts raising presumption of at-
tempt to kill.
29.1-525. Employment of lights under certain
circumstances upon places used
by deer.
29.1-529. Killing of deer or bear damaging
fruit trees, crops, livestock or per-

Sec.

sonal property or creating a haz-
ard to aircraft or motor vehicles.

Article 3.

Fishing Laws.

29.1-531. Unlawful to take or attempt to take,
possess, sell or transport fish ex-
cept as permitted.

Article 4.

Possession, Transportation, and Sale of
Game and Fish.

29.1-536. Sale.

Article 5.

Penalties in General.

29.1-547. Trapping, selling, purchasing, etc.,
migratory game birds.
29.1-551. Assessment of value of game or fish
unlawfully taken.
29.1-553. Selling or offering for sale; penalty.

Article 6.

Endangered Species.

29.1-567. Penalties; authority of game war-
dens and police officers; disposi-
tion of property seized.

ARTICLE 1.

General Provisions.

§ 29.1-509. Duty of care and liability for damages of landowners to
hunters, fishermen, sightseers, etc. — A. For the purpose of this section:

"Fee" means any payment or payments of money to a landowner for use of the
premises or in order to engage in any activity described in subsections B and
C of this section, but does not include rentals or similar fees received by a
landowner from governmental sources or payments received by a landowner
from incidental sales of forest products to an individual for his personal use, or
any action taken by another to improve the land or access to the land for the
purposes set forth in subsections B and C of this section or remedying damage
caused by such uses.

"Land" or "premises" means real property, whether rural or urban, waters,
boats, private ways, natural growth, trees and any building or structure which
might be located on such real property, waters, boats, private ways and natural
growth.

"Landowner" means the legal title holder, lessee, occupant or any other
person in control of land or premises.

B. A landowner shall owe no duty of care to keep land or premises safe for
entry or use by others for hunting, fishing, trapping, camping, participation in
water sports, boating, hiking, rock climbing, sightseeing, hang gliding, skydiv-

ing, horseback riding, foxhunting, racing, bicycle riding or collecting, gathering, cutting or removing firewood, for any other recreational use, or for use of an easement granted to the Commonwealth or any agency thereof to permit public passage across such land for access to a public park, historic site, or other public recreational area. No landowner shall be required to give any warning of hazardous conditions or uses of, structures on, or activities on such land or premises to any person entering on the land or premises for such purposes, except as provided in subsection D.

C. Any landowner who gives permission, express or implied, to another person to hunt, fish, launch and retrieve boats, swim, ride, foxhunt, trap, camp, hike, rock climb, hang glide, skydive, sightsee, engage in races, to collect, gather, cut or remove forest products upon land or premises for the personal use of such person, or for the use of an easement as set forth in subsection B does not thereby:

1. Impliedly or expressly represent that the premises are safe for such purposes; or
2. Constitute the person to whom such permission has been granted an invitee to whom a duty of care is owed; or
3. Assume responsibility for or incur liability for any intentional or negligent acts of such person or any other person, except as provided in subsection D.

D. Nothing contained in this section, except as provided in subsection E, shall limit the liability of a landowner which may otherwise arise or exist by reason of his gross negligence or willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity. The provisions of this section shall not limit the liability of a landowner which may otherwise arise or exist when the landowner receives a fee for use of the premises or to engage in any activity described in subsections B and C of this section. Nothing contained in this section shall relieve any sponsor or operator of any sporting event or competition including but not limited to a race or triathlon of the duty to exercise ordinary care in such events.

E. For purposes of this section, whenever any person enters into an agreement with, or grants an easement to, the Commonwealth or any agency thereof, any county, city, or town, or with any local or regional authority created by law for public park, historic site or recreational purposes, concerning the use of, or access over, his land by the public for any of the purposes enumerated in subsections B and C of this section, the government, agency, county, city, town, or authority with which the agreement is made shall hold a person harmless from all liability and be responsible for providing, or for paying the cost of, all reasonable legal services required by any person entitled to the benefit of this section as the result of a claim or suit attempting to impose liability. Any action against the Commonwealth, or any agency, thereof, for negligence arising out of a use of land covered by this section shall be subject to the provisions of the Virginia Tort Claims Act (§ 8.01-195.1 et seq.). Any provisions in a lease or other agreement which purports to waive the benefits of this section shall be invalid, and any action against any county, city, town, or local or regional authority shall be subject to the provisions of § 15.1-291, where applicable. (Code 1950, §§ 8-654.2, 29-130.2; 1962, c. 545; 1964, c. 435; 1977, c. 624; 1979, c. 276; 1980, c. 560; 1982, c. 29; 1983, c. 283; 1987, c. 488; 1988, c. 191; 1989, cc. 26, 500, 505; 1990, cc. 799, 808; 1991, c. 305; 1992, c. 285; 1994, c. 544.)

The 1994 amendment added the language beginning with "or for use of an easement granted" in the first sentence of subsection B; deleted "or" following "races," and inserted "or for the use of an easement as set forth in

subsection B" in subsection C; and inserted "or grants an easement to," inserted "historic site" and inserted "or access over" in the first sentence of subsection E.

§ 29.1-514. Nonmigratory game birds may be hunted

- Birds introduced by the Board
- Bobwhite quail.
- Grouse.
- Pheasants.
- Turkey.

B. The following provisions hunting of the particular nonmigratory game birds may be hunted:

1. The Board may issue a permit to entitle the permittee to release owned or leased by him, and such regulations promulgated by the Board.

2. The Board may open the raised game birds on controlled areas (§ 29.1-600) of this title under Board. However, the regulatory Sunday operation in those counties with a population of more than 54,000, nor more than 55,000, or operation by ordinance.

Prior to obtaining a license to operate controlled shooting areas, landowners of the proposed use of the county, city or town ordinances. The requirements for applications filed on or after July 1, 1993, for shooting area licenses issued under existing preserve licenses or for game birds. (Code 1950, § 29-130 c. 488; 1993, c. 87.)

The 1993 amendment, in subdivision 1, in the first sentence, inserted "including Sunday operation"

§ 29.1-519. Guns, pistols, and weapons

A. All wild birds and wild animals shall be hunted with weapons unless shooting is expressly prohibited.

1. A shotgun not larger than 12 gauge.

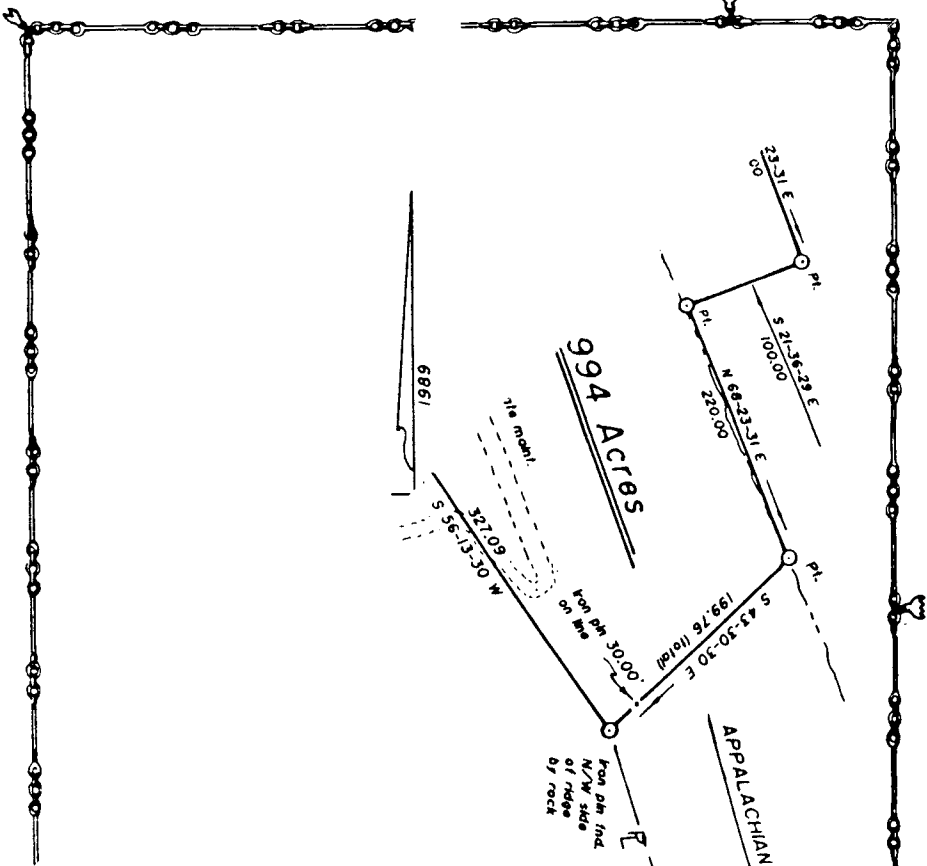
2. An automatic-loading or pump-action rifle holding not more than three shells and plugged with a one-piece filler incapable of being used to reduce the capacity of the magazine and chamber to more than three shells.

3. A rifle; or

4. A bow and arrow.

B. A pistol, muzzle-loading pistol, or rifle shall not be used to hunt species of birds and animals between the hours of sunrise and sunset on waters, and raccoons during the hours of darkness.

C. In the counties west of the Blue Ridge where rifles of a caliber greater than .22 are used for hunting wild birds and animals, pistols or revolvers firing cartridges shall not be used.



Iron pin found
N/W side
of ridge
by rock

APPALACHIAN POWER CO.

994 ACRES

DRAFT

Reference
 Section of the tract
 for Power Co.
 & wife by
 and recorded

Recreational Facilities License
Byllesby-Buck Non-Project Lands
Parcels 3 through 6

LOC 6268

0039

COMMONWEALTH OF VIRGINIA,
BOARD OF GAME AND
INLAND FISHERIES
4010 West Broad Street
Richmond, VA 23230
Phone: 804/367-1000

LICENSE AGREEMENT
Buck Dam - Fishing Access

THIS LICENSE AGREEMENT, made this 29th day of September, 2000, between APPALACHIAN POWER COMPANY, a Virginia corporation, as Licensor (hereinafter called "APPALACHIAN") and THE COMMONWEALTH OF VIRGINIA, Board of Game and Inland Fisheries, as Licensee (hereinafter called the "THE COMMONWEALTH");

WITNESSETH:

WHEREAS, APPALACHIAN is the Licensee under a license issued on March 28, 1994, by the Federal Power Commission (now the Federal Energy Regulatory Commission (hereinafter called "FERC")) authorizing it to operate hydroelectric generating facilities known as the Byllesby/Buck Project No. 2514, said Project being located on the New River in Carroll County in the Commonwealth of Virginia; and

WHEREAS, APPALACHIAN is the owner of certain lands downstream of the Buck Dam and Power House that are not part of the Project; and

WHEREAS, THE COMMONWEALTH desires to maintain for public recreational purposes, certain tracts of land owned by Appalachian; and

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. GRANT OF LICENSE:

APPALACHIAN hereby grants to THE COMMONWEALTH the exclusive right, permit and license, except as herein stated and subject to the requirements of regulatory authority, to enter upon, occupy and to use those certain lands described in Exhibit A, attached hereto and incorporated herein by this reference (the "Licensed Areas"), for public recreational purposes, including fishing, boating, and sightseeing, insofar as APPALACHIAN has the right so to do, subject to the reservations, encumbrances, and conditions contained in this Agreement.

2. TERM:

The term of this License Agreement shall be for a term commensurate with the duration of the term of APPALACHIAN's License for the Byllesby/Buck Project No. 2514 (which has a termination date of February 28, 2023) unless terminated as provided herein. In the event that APPALACHIAN obtains a renewal or extension of its License for said Project from FERC, this License Agreement shall be extended to run concurrently with the term of any renewal or extension obtained from FERC, and all terms and conditions hereof shall remain in full force and effect, except any terms or conditions which may need to be amended or modified to comply with current or future requirements of APPALACHIAN's License, which APPALACHIAN and THE COMMONWEALTH agree to amend and modify as required. APPALACHIAN agrees to notify THE COMMONWEALTH in writing and deliver such notification in person or by United States Postal Service to such addresses as are recorded herein of any provisions or requirements of this License Agreement which are subject to various FERC licensing agreements, rules, etc. which may affect THE COMMONWEALTH's use of the Licensed Areas.

3. LICENSEE'S IMPROVEMENTS:

3.1 THE COMMONWEALTH shall have the right to permit public fishing by properly licensed fishermen under applicable rules, policies, regulations and laws promulgated by THE COMMONWEALTH and the Virginia General Assembly, and to construct, maintain and use recreation facilities, including improvements such as, but not limited to, boat launches, linear fishing facilities and access along the riverbank, parking areas, and access roads, upon the Licensed Areas.

3.2 THE COMMONWEALTH shall have the right and privilege, in its discretion, to post signs, and institute and enforce management policies consistent with the sound and safe operation of the Licensed Areas. THE COMMONWEALTH will provide normal day to day maintenance (grass cutting, painting, sign maintenance, spreading stone on parking areas), and trash collection services.

4. TEMPORARY CLOSURE:

THE COMMONWEALTH will temporarily close public access at the reasonable request of APPALACHIAN, or under any of the following circumstances:

- (a) Construction, operation, or maintenance of the Project, of a routine or emergency nature, requiring the closing of the Licensed Areas; or
- (b) Any action by any federal or state agency requiring such closing; or
- (c) Emergencies requiring such closings.

5. RECREATIONAL USE:

THE COMMONWEALTH shall operate and maintain the Licensed Areas for public recreational purposes as stated aforesaid. THE COMMONWEALTH shall monitor the Licensed Areas as necessary in its discretion to reasonably ensure public safety and compliance with applicable laws, THE COMMONWEALTH'S rules and regulations, and the terms and conditions of this Agreement. THE COMMONWEALTH may charge visitors/users such fees as THE COMMONWEALTH deems appropriate.

6. CONDITION OF PREMISES:

APPALACHIAN makes no warranties, expressed or implied, with respect to the condition of the Licensed Areas. THE COMMONWEALTH shall at its expense keep and maintain the Licensed Areas and all improvements thereon and appurtenances thereto in good repair and in safe and sanitary condition, ordinary wear and tear excepted. THE COMMONWEALTH shall conform with and do all things necessary to comply with every applicable state, federal, or local governmental statute, law, regulation, order or requirement relating to the Licensed Areas. THE COMMONWEALTH shall take appropriate action to guard and warn against dangerous conditions, uses, structures, or activities on the Licensed Areas. At the expiration or earlier termination of this License, THE COMMONWEALTH shall return the Licensed Areas to APPALACHIAN in substantially the same condition as when THE COMMONWEALTH's occupancy commenced, ordinary wear and tear excepted. Throughout the term of this License Agreement, APPALACHIAN shall have the right at all reasonable times to enter the Licensed Areas for the purpose of inspecting same.

7. APPALACHIAN'S RESERVED RIGHTS:

7.1 APPALACHIAN excepts and reserves unto itself, and its successors and assigns, the right to overflow with water so much of the Licensed Areas as will be, at any time overflowed by reason of the operation or existence of the Byllesby/Buck Dams. It is understood and agreed that this License Agreement shall be subject at all times to the rights of APPALACHIAN to raise and lower the water from time to time in the operation of the Project, and to flood the Licensed Areas and any other lands owned by APPALACHIAN, or over which APPALACHIAN has the right to flood, continuously or from time to time, and APPALACHIAN shall not be liable for injury or damage of any nature whatsoever which may result directly or indirectly from such flooding, or by reason of the maintenance and operation of the Project, and that APPALACHIAN shall have no liability for damage to any improvements placed on the Licensed Areas by THE COMMONWEALTH resulting from APPALACHIAN's right to overflow.

7.2 APPALACHIAN also excepts and reserves unto itself, and its successors and assigns, lessees and tenants, title to all poles, towers, fixtures, wires, and appurtenances constituting the electric line or lines now or hereafter located upon, through, and over the Licensed Areas, and also hereby excepts and reserves the right to construct new or additional electric lines through and over the Licensed Areas; the right to operate and maintain said lines, and to inspect, repair, renew, relocate, add to the number of, or remove said poles, towers, fixtures, wires, and appurtenances;

also the right to cut and remove from the Licensed Areas any trees, overhanging branches or other obstructions which may endanger the safety of or interfere with the use of said line or lines; and the right of ingress and egress to and over the Licensed Areas, at any and all times, for the enjoyment of the rights herein reserved or doing anything necessary or useful in the conduct of APPALACHIAN=s business.

7.3 APPALACHIAN excepts and reserves from the Licensed Areas all existing rights of way for roads, pipe lines, communications lines and facilities, and electric lines, and the right is reserved by APPALACHIAN to grant in the future such rights-of-way(s) as may be necessary or desirable to construct, maintain, and operate any such facilities on or across the Licensed Areas.

8. PROTECTIVE COVENANTS:

THE COMMONWEALTH agrees that it will not cause any waste, refuse, or trash to be placed in the lake, or to create or maintain any nuisance, or permit any structures used by THE COMMONWEALTH to become dilapidated, unsightly, or unsafe.

9. LIABILITY:

9.1 APPALACHIAN shall not be responsible or liable for injuries to persons, including death, or damage to property when such injuries or damage are caused by or result from the acts or omissions of THE COMMONWEALTH, or by the acts or omissions of invitees or users of the Licensed Areas unless such injuries, death, or damage arise from the willful misconduct or negligence of APPALACHIAN, its employees or agents. THE COMMONWEALTH, in the manner and to the extent provided by the Virginia Tort Claims Act, Section 8.01-195.1, et seq. Code of Virginia, shall be liable on account of damage to or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee while acting within the scope of his/her employment in the use of the Licensed Areas and their appurtenant facilities.

9.2 APPALACHIAN and THE COMMONWEALTH agree that the provisions of 29.1-509 (E) of the Code of Virginia of 1950, as amended, adopted by the General Assembly of Virginia during the 1989 Legislative Session, (a copy of which is attached hereto) shall be deemed to be a part of this License Agreement. In the event such statute is amended, repealed, or judicially determined, and the protections presently available to APPALACHIAN under the provisions of said statute are no longer available, then, and in that event, APPALACHIAN shall have the right to terminate this License Agreement upon giving THE COMMONWEALTH sixty (60) days advance written notice.

10. DEFAULT AND TERMINATION:

10.1 In the event either party to this Agreement violates any of the terms and conditions of this Agreement, either party hereto may give such violating party written notice of its intent to terminate this Agreement ninety (90) days after the receipt of such notice, provided however, that this Agreement may not be terminated if such party is diligently working to cure such violation within a reasonable period after such notice.

10.2 Either APPALACHIAN or THE COMMONWEALTH shall have the right to terminate this License Agreement by giving the other party ninety (90) days written notice in advance of such Party's intention to terminate, and at the expiration of such time period, said License Agreement shall terminate.

10.3. Upon the expiration of this Agreement, or in the event of earlier termination in accordance with the provisions hereof, THE COMMONWEALTH shall leave the premises free and clear of all material and debris and in a clean condition, and, at APPALACHIAN's option, shall remove from the Licensed Areas all facilities erected by THE COMMONWEALTH.

11. ASSIGNMENT:

THE COMMONWEALTH shall neither assign nor sublicense this License Agreement without the prior written consent of APPALACHIAN, which consent shall not be unreasonably withheld by APPALACHIAN.

12. INSURANCE:

THE COMMONWEALTH agrees to require that its contractors and subcontractors furnish and maintain at all times during the term of this License Agreement and any renewal thereof, policies of insurance as follows:

- (a) Under the Workmen's Compensation and Occupational Disease Laws of the State of Virginia
- (b) Bodily Injury Liability Insurance in an amount not less than \$500,000 for any one person and, subject to the same limit for any one person, in an amount not less than \$1,000,000 for any one occurrence.
- (c) Property Damage Liability Insurance in an amount not less than \$500,000 for one occurrence and, subject to the same limit for any one occurrence, in an aggregate amount not less than \$1,000,000.

13. NOTICES:

All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified mail with return receipt requested, as follows:

If to APPALACHIAN at:
Appalachian Power Company
Southern Hydro Region
40 Franklin Road, SW
P.O. Box 2021
Roanoke, Virginia 24022

If to THE COMMONWEALTH at:

Real Property Manager
Department of Game and Inland Fisheries
Commonwealth of Virginia
4010 West Broad Street
P.O. Box 11104
Richmond, Virginia 23230

Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Postal Service.

14. COVENANTS TO BIND SUCCESSORS:

The provisions, covenants, rights, obligations and conditions of this License Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

15. LEGAL COMPLIANCE:

THE COMMONWEALTH shall conduct its operations on the Licensed Area as required in order to comply with all laws, rules, and regulations, including environmental protection requirements, issued by any federal, state or local authority now in effect and those which are promulgated and enacted into law during the term of this License Agreement which are applicable to THE COMMONWEALTH and its use of the Licensed Areas, including, without limiting the generality of the foregoing, the Federal Clean Water Act (33 U.S.C. § 1251, et seq.), the Federal Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), and the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.);

16. MASTER AGREEMENT:

This License Agreement is intended to be a Master Agreement, and if APPALACHIAN and THE COMMONWEALTH agree to add any additional site(s), an Addendum in the form attached as Exhibit B shall be signed, and all terms and conditions of this License Agreement shall also be fully applicable to such additional site(s).

17. AMENDMENT:

This License Agreement may only be amended or revised by written agreement of the parties, which shall become effective after being duly signed by their appropriate representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signed in the presence of

R. C. Stauren
W. M. Alexander

APPALACHIAN POWER COMPANY

By: R. L. Wheeler
Roger L. Wheeler
Director, Land Management
American Electric Power Service Corporation
Authorized Signer

Signed in the presence of:

Thomas M. Harding
William L. Woodfin, Jr.

THE COMMONWEALTH OF VIRGINIA,
BOARD OF GAME AND
INLAND FISHERIES

By: W. L. Woodfin, Jr.
William L. Woodfin, Jr.
Director

DRAFT

STATE OF VIRGINIA)
CITY/COUNTY OF Richmond)

The foregoing instrument was acknowledged before me this 7 day of November, 2000 by William L. Woodfin, Jr., Director of the Board of Game and Inland Fisheries of the Commonwealth of Virginia, on behalf of the Board.

Sharon M. Hauling
Notary Public

My commission expires: July 31, 2003

STATE OF VIRGINIA)
CITY/COUNTY OF Roanoke)

The foregoing instrument was acknowledged before me this 13th day of September, 2000, by Roger L. Wheeler, Director, Land Management of American Electric Power Service Corporation, as Authorized Signer for Appalachian Power Company, a Virginia corporation, on behalf of the corporation.

Wayne M. Alexander
Notary Public

My commission expires: 1-31-2003

This instrument was prepared by Appalachian Power Company

EXHIBIT A
TO
LICENSE AGREEMENT (Buck Dam - Fishing Access)

Those certain tracts of land situate in Sulphur Springs Magisterial District in Carroll County, Virginia, on or near the waters of New River in the vicinity of Austinville, Virginia and described as all or part of Parcels 3 through 6 of the Byllesby/Buck Non-Project lands as shown highlighted on an excerpt of APPALACHIAN'S plat attached hereto and made a part hereof; said Parcel 3 having been acquired from John S. Sisk et ux, by deed dated May 19, 1911, recorded in Deed Book 35 at page 377; said Parcel 4 acquired from Charles J. Sisk et ux, by deed dated May 19, 1911, recorded in Deed Book 35 at page 373; said Parcel 5 acquired from James M. Sisk et ux, by deed dated May 19, 1911, recorded in Deed Book 35 at page 368; and said Parcel 6 acquired from Stephen D. Porter et al, by deed dated April 12, 1911, recorded in Deed Book 35 at page 402; all instruments being of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia. Exact acreage of the Licensed Areas will be determined by a certified survey conducted by THE COMMONWEALTH at a later date.

DRAFT

CHAPTER 5.
WILDLIFE AND FISH LAWS.

<p>Article 1. General Provisions.</p> <p>Sec. 29.1-509. Duty of care and liability for damages of landowners to hunters, fishermen, sightseers, etc.</p> <p>Article 2. Hunting and Trapping.</p> <p>29.1-514. Nongame birds. 29.1-519. Guns, pistols, revolvers, etc., which may be used; penalty. 29.1-521. Unlawful to hunt, trap, possess, sell or transport wild birds and wild animals except as permitted; penalty. 29.1-521.2. Violation of § 18.2-286 while hunting; forfeiture of certain weapons; revocation of license. 29.1-521.3. Shooting wild birds and wild animals from stationary vehicles by disabled persons. 29.1-523. Killing deer by use of certain lights; acts raising presumption of attempt to kill. 29.1-525. Employment of lights under certain circumstances upon places used by deer. 29.1-529. Killing of deer or bear damaging fruit trees, crops, livestock or per-</p>	<p>Sec. sonal property or creating a hazard to aircraft or motor vehicles.</p> <p>Article 3. Fishing Laws.</p> <p>29.1-531. Unlawful to take or attempt to take, possess, sell or transport fish except as permitted.</p> <p>Article 4. Possession, Transportation, and Sale of Game and Fish.</p> <p>29.1-536. Sale.</p> <p>Article 5. Penalties in General.</p> <p>29.1-547. Trapping, selling, purchasing, etc., migratory game birds. 29.1-551. Assessment of value of game or fish unlawfully taken. 29.1-553. Selling or offering for sale; penalty.</p> <p>Article 6. Endangered Species.</p> <p>29.1-567. Penalties; authority of game wardens and police officers; disposition of property seized.</p>
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ARTICLE 1.
General Provisions.

§ 29.1-509. Duty of care and liability for damages of landowners to hunters, fishermen, sightseers, etc. — A. For the purpose of this section: "Fee" means any payment or payments of money to a landowner for use of the premises or in order to engage in any activity described in subsections B and C of this section, but does not include rentals or similar fees received by a landowner from governmental sources or payments received by a landowner from incidental sales of forest products to an individual for his personal use, or any action taken by another to improve the land or access to the land for the purposes set forth in subsections B and C of this section or remedying damage caused by such uses.

"Land" or "premises" means real property, whether rural or urban, waters, boats, private ways, natural growth, trees and any building or structure which might be located on such real property, waters, boats, private ways and natural growth.

"Landowner" means the legal title holder, lessee, occupant or any other person in control of land or premises.

B. A landowner shall owe no duty of care to keep land or premises safe for entry or use by others for hunting, fishing, trapping, camping, participation in water sports, boating, hiking, rock climbing, sightseeing, hang gliding, skydiv-

ing, horseback riding, foxhunting, racing, bicycle riding or collecting, gathering, cutting or removing firewood, for any other recreational use, or for use of an easement granted to the Commonwealth or any agency thereof to permit public passage across such land for access to a public park, historic site, or other public recreational area. No landowner shall be required to give any warning of hazardous conditions or uses of, structures on, or activities on such land or premises to any person entering on the land or premises for such purposes, except as provided in subsection D.

C. Any landowner who gives permission, express or implied, to another person to hunt, fish, launch and retrieve boats, swim, ride, foxhunt, trap, camp, hike, rock climb, hang glide, skydive, sightsee, engage in races, to collect, gather, cut or remove forest products upon land or premises for the personal use of such person, or for the use of an easement as set forth in subsection B does not thereby:

1. Impliedly or expressly represent that the premises are safe for such purposes; or

2. Constitute the person to whom such permission has been granted an invitee to whom a duty of care is owed; or

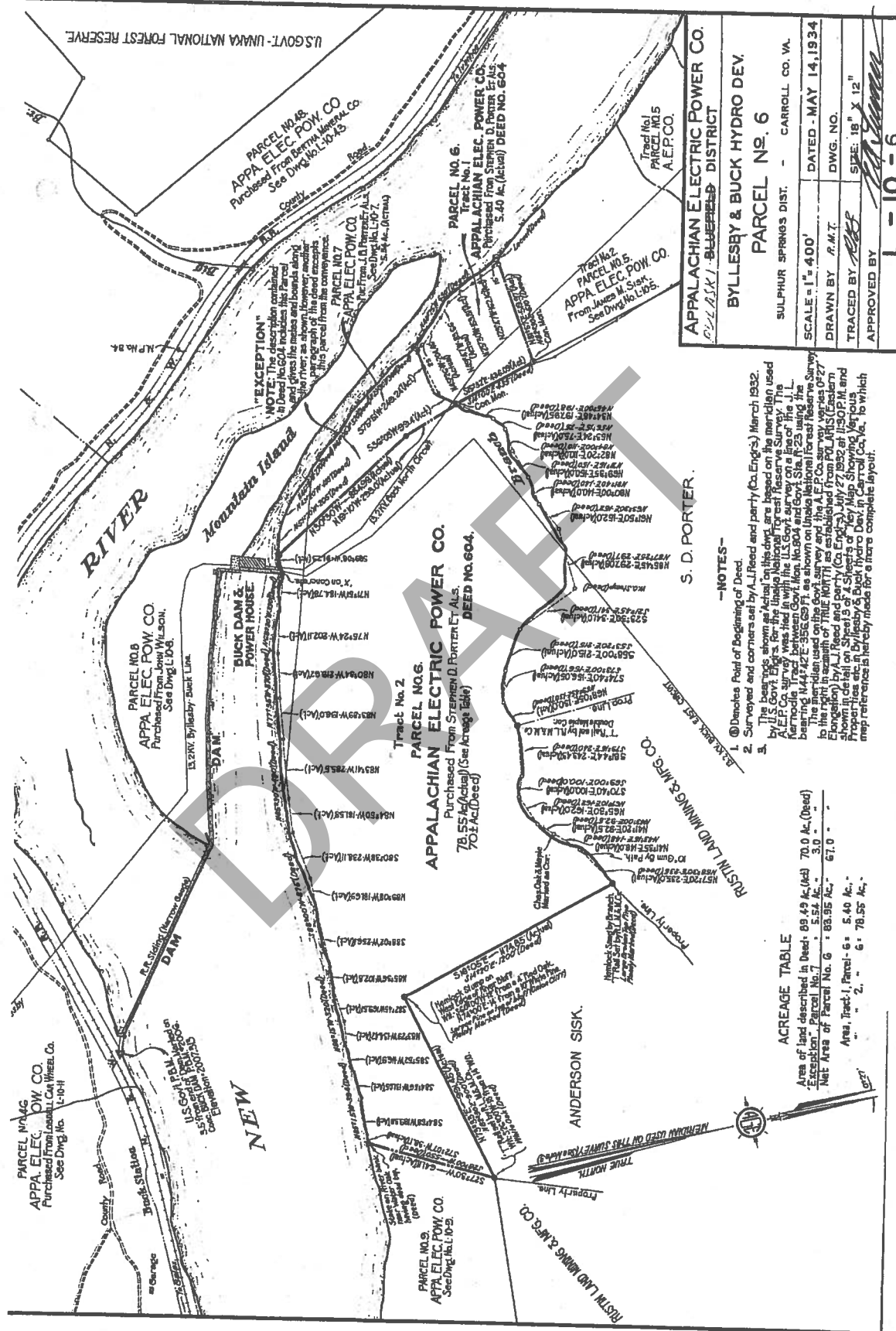
3. Assume responsibility for or incur liability for any intentional or negligent acts of such person or any other person, except as provided in subsection D.

D. Nothing contained in this section, except as provided in subsection E, shall limit the liability of a landowner which may otherwise arise or exist by reason of his gross negligence or willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity. The provisions of this section shall not limit the liability of a landowner which may otherwise arise or exist when the landowner receives a fee for use of the premises or to engage in any activity described in subsections B and C of this section. Nothing contained in this section shall relieve any sponsor or operator of any sporting event or competition including but not limited to a race or triathlon of the duty to exercise ordinary care in such events.

E. For purposes of this section, whenever any person enters into an agreement with, or grants an easement to, the Commonwealth or any agency thereof, any county, city, or town, or with any local or regional authority created by law for public park, historic site or recreational purposes, concerning the use of, or access over, his land by the public for any of the purposes enumerated in subsections B and C of this section, the government, agency, county, city, town, or authority with which the agreement is made shall hold a person harmless from all liability and be responsible for providing, or for paying the cost of, all reasonable legal services required by any person entitled to the benefit of this section as the result of a claim or suit attempting to impose liability. Any action against the Commonwealth, or any agency, thereof, for negligence arising out of a use of land covered by this section shall be subject to the provisions of the Virginia Tort Claims Act (§ 8.01-195.1 et seq.). Any provisions in a lease or other agreement which purports to waive the benefits of this section shall be invalid, and any action against any county, city, town, or local or regional authority shall be subject to the provisions of § 15.1-291, where applicable. (Code 1950, §§ 8-654.2, 29-130.2; 1962, c. 545; 1964, c. 435; 1977, c. 624; 1979, c. 276; 1980, c. 560; 1982, c. 29; 1983, c. 283; 1987, c. 488; 1988, c. 191; 1989, cc. 26, 500, 505; 1990, cc. 799, 808; 1991, c. 305; 1992, c. 285; 1994, c. 544.)

The 1984 amendment added the language beginning with "or for use of an easement granted" in the first sentence of subsection B; deleted "or" following "races," and inserted "or for the use of an easement as set forth in

subsection B" in subsection C; and inserted "or grants an easement to," inserted "historic site" and inserted "or access over" in the first sentence of subsection E.



U.S. GOVT. - UNAKA NATIONAL FOREST RESERVE

PARCEL NO. 6.
APPALACHIAN ELECTRIC POWER CO.
Purchased From Berry, Marshall, Co.
See Dwg. No. L-10-43

PARCEL NO. 6.
Tract No. 1
APPALACHIAN ELECTRIC POWER CO.
Purchased From Stephen D. Porter, Et. Als.
5.40 Ac. (Actual) DEED NO. 604

Tract No. 2
PARCEL NO. 5
APPALACHIAN ELECTRIC POWER CO.

Tract No. 2
PARCEL NO. 5
APPALACHIAN ELECTRIC POWER CO.

Tract No. 5
PARCEL NO. 5
APPALACHIAN ELECTRIC POWER CO.

Tract No. 5
PARCEL NO. 5
APPALACHIAN ELECTRIC POWER CO.

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APPALACHIAN ELECTRIC POWER CO.

Tract No. 5
PARCEL NO. 5
APPALACHIAN ELECTRIC POWER CO.

Tract No. 5
PARCEL NO. 5
APPALACHIAN ELECTRIC POWER CO.

"EXCEPTION"
NOTE: The description contained in Deed No. 604 includes the Parcel and gives the medians and bearings along the river as shown, however, another part of the parcel shown occupies this parcel from the river to the north.

Tract No. 2
PARCEL NO. 6
APPALACHIAN ELECTRIC POWER CO.
Purchased From Stephen D. Porter, Et. Als.
78.55 Ac. (Actual) (See Average Table)
70.8 Ac. (Deed)

S. D. PORTER.

-NOTES-

1. @ Denotes Point of Beginning of Deed.
2. Surveyed and corners set by A. J. Reed and party (Co. Eng'rs.) March 1932.
3. The bearings shown as Actual on this drawing are based on the meridian used by the U.S. Govt. Eng'rs. for the Unaka National Forest Reserve Survey. The U.S. Govt. survey was tied in with the U.S. Govt. survey on a line of the J.L. bearing N44°42'35.6" E 355.63 FT. from a point known as the J.L. Station. The bearing shown on this drawing is based on the meridian used in the Survey of the Unaka National Forest Reserve Survey (Longley) by J. Reed and party (Co. Eng'rs.) July 27, 1932 at 11:50 P.M. and Property is set on the basis of the bearings shown on this drawing. Vertical map references is hereby made for a more complete layout.

ACREAGE TABLE

Area of land described in Deed: 89.49 Ac. (Net)	70.0 Ac. (Deed)
"Exception": Parcel No. 7	3.0 "
Net Area of Parcel No. 6	83.95 Ac. - 61.0 "
Area, Tract 1, Parcel - 6	5.40 Ac. -
" - 2, -	6. 78.55 Ac. -



MEMORANDUM USED ON THIS SURVEY (See Map No. 604)
TRUE NORTH

L-10-6

APPALACHIAN ELECTRIC POWER CO.
BY *(Signature)*
SULPHUR SPRINGS DIST. - CARROLL CO. VA.
PARCEL NO. 6
SCALE = 1" = 400'
DATED - MAY 14, 1934
DRAWN BY *(Signature)*
TRACED BY *(Signature)*
APPROVED BY *(Signature)*

Recreational Facilities License
Byllesby-Buck Project/Non-Project Lands
Project Parcels 1, 2, 10, 11, 12, 13, 18, 19, and 31
Non-Project Parcels 25, 26, 28, 31, 39, 39-A, 44, 45, 46, and 48

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF CONSERVATION
AND RECREATION
203 Governor Street, Suite 302
Richmond, VA 23219-2010
Phone: 804/786-6124

LICENSE AGREEMENT
Byllesby & Buck Dams – Public Recreational Facilities

THIS LICENSE AGREEMENT, made this 11th day of 11/21, 2001, between APPALACHIAN POWER COMPANY, a Virginia corporation, as Licensor (hereinafter called "APPALACHIAN") and THE COMMONWEALTH OF VIRGINIA, Department of Conservation and Recreation, as Licensee (hereinafter called the "THE COMMONWEALTH");

WITNESSETH:

WHEREAS, APPALACHIAN is the Licensee under a license issued on March 28, 1994, by the Federal Energy Regulatory Commission (hereinafter called "FERC") authorizing it to operate hydroelectric generating facilities known as the Byllesby/Buck Project No. 2514, said Project being located on the New River in Carroll County in the Commonwealth of Virginia; and

WHEREAS, THE COMMONWEALTH desires to maintain for public recreational purposes, certain tracts of land owned by Appalachian which lie between the New River Trail State Park and the Byllesby and Buck reservoirs (hereinafter called Project Property) as well as lands owned by APPALACHIAN which lie between the New River Trail State Park and the waters of the New River and are not part of the Project (hereinafter called Non-Project Property); and

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. GRANT OF LICENSE:

APPALACHIAN hereby grants to THE COMMONWEALTH the exclusive right, permit and license, except as herein stated and subject to the requirements of regulatory authority, to enter upon, occupy and to use those certain lands described in Exhibit A, attached hereto and incorporated herein by this reference (the "Licensed Areas"), for public recreational purposes, including fishing, camping, hiking, and sightseeing, insofar as APPALACHIAN has the right so to do, subject to the reservations, encumbrances, and conditions contained in this Agreement or such

other easements, encumbrances, conditions and uses as an examination of the Licensed Areas will reveal, it being the intent of APPALACHIAN, insofar as it has the right so to do, to include in this License Agreement all of its Project and Non-Project lands lying between the New River Trail State Park and the waters of the New River in Carroll County, Virginia, with the exception of those lands immediately adjacent to Project works at the Buck and Byllesby Dams where recreational amenities are prohibited but all other management regulations established by THE COMMONWEALTH may be enforced. This license shall be subordinate to those rights granted to THE COMMONWEALTH OF VIRGINIA, Department of Conservation and Recreation, and THE COMMONWEALTH OF VIRGINIA, Department of Game and Inland Fisheries, through a Memorandum of Understanding (MOU) executed on June 7, 1994 launching the "Partners in River Access Program" to provide public recreational access at various locations on the New, Roanoke and James Rivers.

2. TERM:

Due to the inclusion of Project property, this License Agreement is subject to APPALACHIAN obtaining approval from FERC to enter into this agreement and, therefore, shall commence on the date upon which such approval is received from FERC and shall be for a term commensurate with the duration of the term of APPALACHIAN's License for the Byllesby/Buck Project No. 2514 (which has a termination date of February 28, 2023) unless terminated as provided herein. In the event that APPALACHIAN obtains a renewal or extension of its License for said Project from FERC, this License Agreement shall be extended to run concurrently with the term of any renewal or extension obtained from FERC, and all terms and conditions hereof shall remain in full force and effect, except any terms or conditions which may need to be amended or modified to comply with current or future requirements of APPALACHIAN's License, which APPALACHIAN and THE COMMONWEALTH agree to amend and modify as required. APPALACHIAN agrees to notify THE COMMONWEALTH in writing and deliver such notification in person or by United States Postal Service to such addresses as are recorded herein of any provisions or requirements of this License Agreement which are subject to various FERC licensing agreements, rules, Wildlife Management Plan, etc. which may affect THE COMMONWEALTH's use of the Licensed Areas.

3. LICENSEE'S IMPROVEMENTS:

3.1 THE COMMONWEALTH shall have the right to construct, maintain and use recreation facilities, including improvements to provide camping and pedestrian access along the riverbank, upon the Licensed Areas, subject to APPALACHIAN's approval of such activities within the Project boundary through issuance of an Occupancy and Use Permit or other form of authorization.

3.1 THE COMMONWEALTH shall have the right and privilege, in its discretion, to post signs, and institute and enforce management policies consistent with the sound and safe operation of the Licensed Areas. THE COMMONWEALTH will provide normal day-to-day maintenance (grass cutting, painting, sign maintenance, spreading stone on trails) and trash collection services.

4. TEMPORARY CLOSURE:

THE COMMONWEALTH will temporarily close public access at the reasonable request of APPALACHIAN, or under any of the following circumstances:

- (a) Construction, operation, or maintenance of the Project, of a routine or emergency nature, requiring the closing of the Licensed Areas; or
- (b) Any action by any federal or other state agency requiring such closing; or
- (c) Emergencies requiring such closings.

5. RECREATIONAL USE:

5.1 THE COMMONWEALTH shall operate and maintain the Licensed Areas for public recreational purposes as stated aforesaid. THE COMMONWEALTH shall monitor the Licensed Areas as necessary in its discretion to reasonably ensure public safety and compliance with applicable laws, THE COMMONWEALTH's rules and regulations, and the terms and conditions of this Agreement. THE COMMONWEALTH may charge visitors/users such fees as THE COMMONWEALTH deems appropriate.

5.2 THE COMMONWEALTH agrees to use the Licensed Areas in a manner which will not endanger health, create a nuisance, or otherwise be incompatible with the overall recreational use of Byllesby/Buck Project No. 2514, and to take reasonable precautions to ensure that the construction, operation, and maintenance of the facilities provided for under this License Agreement will occur in a manner that will protect the scenic, recreational, and environmental values of said Project. This License is intended to provide a means to enhance the quality of public recreation associated with both the Project and the New River Trail State Park by allowing coordinated management of recreational activities.

6. CONDITION OF PREMISES:

APPALACHIAN makes no warranties, expressed or implied, with respect to the condition of the Licensed Areas. THE COMMONWEALTH shall at its expense keep and maintain the Licensed Areas and all improvements thereon and appurtenances thereto in good repair and in safe and sanitary condition, ordinary wear and tear excepted. THE COMMONWEALTH shall conform with and do all things necessary to comply with every applicable state,^{or} federal, ~~or local~~ governmental statute, law, regulation, order or requirement relating to the Licensed Areas. THE COMMONWEALTH shall take appropriate action to guard and warn against dangerous conditions, uses, structures, or activities on the Licensed Areas. At the expiration or earlier termination of this License, THE COMMONWEALTH shall return the Licensed Areas to APPALACHIAN in substantially the same condition as when THE COMMONWEALTH's occupancy commenced, ordinary wear and tear excepted. Throughout the term of this License Agreement,

APPALACHIAN shall have the right at all reasonable times to enter the Licensed Areas for the purpose of inspecting same.

7. APPALACHIAN'S RESERVED RIGHTS:

7.1 Insofar as Project property is affected by this License Agreement, said Project property is subject to the terms and conditions of that certain license issued by the Federal Energy Regulatory Commission (FERC) to APPALACHIAN under date of March 28, 1994, and any amendments thereof or supplements thereto, authorizing the construction, operation and maintenance of APPALACHIAN'S hydroelectric development known as Byllesby/Buck Project No. 2514. APPALACHIAN excepts and reserves unto itself, and its successors and assigns, the right to overflow with water so much of the Licensed Areas as will be, at any time overflowed by reason of the operation or existence of the Byllesby/Buck Dams. It is understood and agreed that this License Agreement shall be subject at all times to the rights of APPALACHIAN to raise and lower the water from time to time in the operation of the Project, and to flood the Licensed Areas and any other lands owned by APPALACHIAN, or over which APPALACHIAN has the right to flood, continuously or from time to time, and APPALACHIAN shall not be liable for injury or damage of any nature whatsoever which may result directly or indirectly from such flooding, or by reason of the maintenance and operation of the Project, and that APPALACHIAN shall have no liability for damage to any improvements placed on the Licensed Areas by THE COMMONWEALTH resulting from APPALACHIAN's right to overflow.

7.2 APPALACHIAN also excepts and reserves unto itself, and its successors and assigns, lessees and tenants, title to all poles, towers, fixtures, wires, and appurtenances constituting the electric line or lines now or hereafter located upon, through, and over the Licensed Areas, and also hereby excepts and reserves the right to construct new or additional electric lines through and over the Licensed Areas; the right to operate and maintain said lines, and to inspect, repair, renew, relocate, add to the number of, or remove said poles, towers, fixtures, wires, and appurtenances; also the right to cut and remove from the Licensed Areas any trees, overhanging branches or other obstructions which may endanger the safety of or interfere with the use of said line or lines; and the right of ingress and egress to and over the Licensed Areas, at any and all times, for the enjoyment of the rights herein reserved or doing anything necessary or useful in the conduct of APPALACHIAN's business.

7.3 APPALACHIAN excepts and reserves from the Licensed Areas all existing rights of way for roads, pipe lines, communication lines and facilities, and electric lines, and the right is reserved by APPALACHIAN to grant in the future such rights-of-way(s) as may be necessary or desirable to construct, maintain, and operate any such facilities on or across the Licensed Areas.

8. PROTECTIVE COVENANTS:

THE COMMONWEALTH agrees that it will not cause any waste, refuse, or trash to be placed in the lakes, or to create or maintain any nuisance, or permit any structures used by THE COMMONWEALTH to become dilapidated, unsightly, or unsafe.

9. LIABILITY:

9.1 APPALACHIAN shall not be responsible or liable for injuries to persons, including death, or damage to property when such injuries or damage are caused by or result from the acts or omissions of THE COMMONWEALTH, or by the acts or omissions of invitees or users of the Licensed Areas unless such injuries, death, or damage arise from the willful misconduct or negligence of APPALACHIAN, its employees or agents. THE COMMONWEALTH, in the manner and to the extent provided by the Virginia Tort Claims Act, Section 8.01-195.1, et seq. Code of Virginia, shall be liable on account of damage to or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee while acting within the scope of his/her employment in the use of the Licensed Areas and their appurtenant facilities.

9.2 APPALACHIAN and THE COMMONWEALTH agree that the provisions of 29.1-509 (E) of the Code of Virginia of 1950, as amended, adopted by the General Assembly of Virginia during the 1989 Legislative Session, (a copy of which is attached hereto) shall be deemed to be a part of this License Agreement. In the event such statute is amended, repealed, or judicially determined, and the protections presently available to APPALACHIAN under the provisions of said statute are no longer available, then, and in that event, APPALACHIAN shall have the right to terminate this License Agreement upon giving THE COMMONWEALTH sixty (60) days advance written notice.

10. DEFAULT AND TERMINATION:

10.1 In the event either party to this Agreement violates any of the terms and conditions of this Agreement, either party hereto may give such violating party written notice of its intent to terminate this Agreement ninety (90) days after the receipt of such notice, provided however, that this Agreement may not be terminated if such party is diligently working to cure such violation within a reasonable period after such notice.

10.2 Either APPALACHIAN or THE COMMONWEALTH shall have the right to terminate this License Agreement by giving the other party ninety (90) days written notice in advance of such Party's intention to terminate, and at the expiration of such time period, said License Agreement shall terminate.

10.3. Upon the expiration of this Agreement, or in the event of earlier termination in accordance with the provisions hereof, THE COMMONWEALTH shall leave the premises free and clear of all material and debris and in a clean condition, and, at APPALACHIAN's option, shall remove from the Licensed Areas all facilities erected by THE COMMONWEALTH.

11. ASSIGNMENT:

THE COMMONWEALTH shall neither assign nor sublicense this License Agreement without the prior written consent of APPALACHIAN, which consent shall not be unreasonably

withheld by APPALACHIAN.

12. INSURANCE:

THE COMMONWEALTH agrees to require that its contractors and subcontractors furnish and maintain at all times during the term of this License Agreement and any renewal thereof, policies of insurance as follows:

- (a) Under the Workmen's Compensation and Occupational Disease Laws of the State of Virginia
- (b) Bodily Injury Liability Insurance in an amount not less than \$500,000 for any one person and, subject to the same limit for any one person, in an amount not less than \$1,000,000 for any one occurrence.
- (c) Property Damage Liability Insurance in an amount not less than \$500,000 for one occurrence and, subject to the same limit for any one occurrence, in an aggregate amount not less than \$1,000,000.

13. NOTICES:

All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified mail with return receipt requested, as follows:

If to APPALACHIAN at:

American Electric Power
Southern Hydro Region
40 Franklin Road, SW
P.O. Box 2021
Roanoke, Virginia 24022

If to THE COMMONWEALTH at:

Real Property Manager
Department of Conservation and Recreation
Commonwealth of Virginia
203 Governor Street
Suite 302
Richmond, Virginia 23219

Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Postal Service.

14. COVENANTS TO BIND SUCCESSORS:

The provisions, covenants, rights, obligations and conditions of this License Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

15. LEGAL COMPLIANCE:

THE COMMONWEALTH shall conduct its operations on the Licensed Area as required in order to comply with all laws, rules, and regulations, including environmental protection requirements, issued by any federal, ^{or} state ~~or local~~ authority now in effect and those which are promulgated and enacted into law during the term of this License Agreement which are applicable to THE COMMONWEALTH and its use of the Licensed Areas, including, without limiting the generality of the foregoing, the Federal Clean Water Act (33 U.S.C. § 1251, et seq.), the Federal Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), and the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.);

16. AMENDMENT:

This License Agreement may only be amended or revised by written agreement of the parties, which shall become effective after being duly signed by their appropriate representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signed in the presence of

Kathy G. Borden
Jean A. James

APPALACHIAN POWER COMPANY

By: Roger L. Wheeler
Roger L. Wheeler
Director, Land Management
American Electric Power Service Corporation
Authorized Signer

Signed in the presence of:

Cathy Chambers
Tyler B. Van Arman

THE COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF CONSERVATION
AND RECREATION

By: Clifford B. ...
Director

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 26th day of January, 2001, by Roger L. Wheeler, Director, Land Management of American Electric Power Service Corporation, as Authorized Signer for Appalachian Power Company, a Virginia corporation, on behalf of the corporation.

Jean A. James
Notary Public

JEAN A. JAMES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 3-30-2005

STATE OF VIRGINIA)
)
CITY/COUNTY OF Richmond)

The foregoing instrument was acknowledged before me this 11th day of May, 2001 by David S. Buckley, Director of Department of Conservation and Recreation of the Commonwealth of Virginia.

Linda J. Cox
Notary Public

My commission expires: January 31, 2004

Approved as to form:

Fredrick S. Fisher
Sr. Assistant Attorney General
for the Attorney General of
Virginia

Recommend:

Director, Division of
Engineering and Buildings

Recommend Approval:

Director, Department of General Services

APPROVED BY THE GOVERNOR:

Pursuant to §2.1-504.2 of the Code of Virginia (1950), as amended, and by the authority delegated to me under Executive Order _____, dated _____, I hereby approve the acquisition of the demised premises pursuant to this License Agreement and the execution of this instrument for and on behalf of the Governor of Virginia.

Secretary of Administration

(Date)

EXHIBIT A
TO

LICENSE AGREEMENT (Byllesby/Buck Public Recreational Facilities)

Being portions of those certain tracts of land situate in Sulphur Springs Magisterial District in Carroll County, Virginia, on the west side of the New River between Fries and Ivanhoe, lying between the New River Trail State Park (formerly Norfolk and Western Railway Co.) and the waters of the New River and described as follows: **(All parcels are Non-Project unless otherwise indicated)**

Parcel 11 (Project) – acquired from Norfolk & Western Railway Co. by deed dated January 16, 1913, recorded in Deed Book 37 at page 345.

Parcel 12 (Project) – acquired from Norfolk & Western Railway Co. by deed dated December 20, 1949, recorded in Deed Book 96 at page 251.

Parcel 25 - acquired from Hallie Carrico, et vir by deed dated September 14, 1910, recorded in Deed Book 35 at page 370.

Parcel 26 - acquired from J. H. Fulton, et ux by deed dated September 14, 1910, recorded in Deed Book 35 at page 234.

Parcel 28 and 31 - acquired from Washington Mills Company by deed dated May 11, 1911, recorded in Deed Book 35 at page 414.

Parcel 39 and 39-A (includes Project Parcels 18 and 19) - acquired from A. B. Williams, et ux by deed dated May 1, 1911, recorded in Deed Book 35 at page 499.

Parcel 44 (includes Project Parcel 13, Tracts 3 & 5) - acquired from George W. Kernodle by deed dated April 26, 1911, recorded in Deed Book 35 at page 321.

Parcel 45 (includes Project Parcel 10) - acquired from J. L. Kernodle, et al by deed dated February 25, 1913, recorded in Deed Book 37 at page 270.

Parcel 46 (includes Project Parcel 2) - acquired from Lobdell Car Wheel Co. by deed dated May 1, 1911, recorded in Deed Book 35 at page 325.

Parcel 47 (includes Project Parcel 31 upstream of Byllesby Dam) – acquired from F. M. Masters, et ux by deed dated November 4, 1910, recorded in Deed Book 35 at page 131.

Parcel 48 (includes Project Parcel 1) - acquired from Bertha Mineral Co. by deed dated June 1, 1911, recorded in Deed Book 35 at page 395.

All instruments being of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia.

The general location of the above-described lands is shown shaded in red on APPALACHIAN's Drawing No. L-10 dated December 18, 1933 and entitled "Byllesby & Buck Hydro Dev. Key Map to Various Parcels of Land", attached hereto and made a part hereof. The Project Parcel numbers were derived from APPALACHIAN's Drawing No. E-3833, revised July 1, 1979, which is on file in APPALACHIAN's Southern Hydro Region office in the form of two (2) sheets identified as "Exhibit R".

DRAFT

of the Commonwealth is contained in such § 29.1-509, c. 488.)

s. — It shall be a pursuant to this title. guilty of a Class 3 1950, § 29-129; 1987,

erson conspires with of the regulations of ore such persons does guilty of conspiracy to he same punishment as the object of the

for taking fish and ird, animal and fish ties of the Common- seasons and bag limits wild birds, animals article. (Code 1950, c. 239; 1987, c. 488.)

The Board may close ver extreme weather ; (ii) whenever such affected by adverse shows that there is substantial demand give notice of any ne announcement in n the county or city ys before the action.

s and methods of waters owned or d to adopt rules and aits and methods of Board and on lands § 29-130.1; 1987, c.

of landowners to pose of this section: andowner for use of ved in subsections B ar fees received by a ved by a landowner

from incidental sales of forest products to an individual for his personal use, or any action taken by another to improve the land or access to the land for the purposes set forth in subsections B and C of this section or remedying damage caused by such uses.

"Land" or "premises" means real property, whether rural or urban, waters, boats, private ways, natural growth, trees and any building or structure which might be located on such real property, waters, boats, private ways and natural growth.

"Landowner" means the legal title holder, lessee, occupant or any other person in control of land or premises.

B. A landowner shall owe no duty of care to keep land or premises safe for entry or use by others for hunting, fishing, trapping, camping, participation in water sports, boating, hiking, rock climbing, sightseeing, hang gliding, skydiving, horseback riding, foxhunting, racing, bicycle riding or collecting, gathering, cutting or removing firewood or for any other recreational use. No landowner shall be required to give any warning of hazardous conditions or uses of, structures on, or activities on such land or premises to any person entering on the land or premises for such purposes, except as provided in subsection D.

C. Any landowner who gives permission, express or implied, to another person to hunt, fish, launch and retrieve boats, swim, ride, foxhunt, trap, camp, hike, rock climb, hang glide, skydive, sightsee, engage in races, or to collect, gather, cut or remove forest products upon land or premises for the personal use of such person, does not thereby:

1. Impliedly or expressly represent that the premises are safe for such purposes; or

2. Constitute the person to whom such permission has been granted an invitee to whom a duty of care is owed; or

3. Assume responsibility for or incur liability for any intentional or negligent acts of such person or any other person, except as provided in subsection D.

D. Nothing contained in this section, except as provided in subsection E, shall limit the liability of a landowner which may otherwise arise or exist by reason of his gross negligence or willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity. The provisions of this section shall not limit the liability of a landowner which may otherwise arise or exist when the landowner receives a fee for use of the premises or to engage in any activity described in subsections B and C of this section. Nothing contained in this section shall relieve any sponsor or operator of any sporting event or competition including but not limited to a race or triathlon of the duty to exercise ordinary care in such events.

E. For purposes of this section, whenever any person enters into an agreement with the Commonwealth or any agency thereof, any county, city, or town, or with any local or regional authority created by law for public park or recreational purposes, concerning the use of his land by the public for any of the purposes enumerated in subsections B and C of this section, the government, agency, county, city, town, or authority with which the agreement is made shall hold a person harmless from all liability and be responsible for providing, or for paying the cost of, all reasonable legal services required by any person entitled to the benefit of this section as the result of a claim or suit attempting to impose liability. Any action against the Commonwealth, or any agency, thereof, for negligence arising out of a use of land covered by this section shall be subject to the provisions of the Virginia Tort Claims Act (§ 8.01-195.1 et seq.). Any provisions in a lease or other agreement which purports to waive the benefits of this section shall be invalid, and any action against any county, city, town, or local or regional

authority shall be subject to the provisions of § 15.1-291, where applicable. (Code 1950, §§ 8-654.2, 29-130.2; 1962, c. 545; 1964, c. 435; 1977, c. 624; 1979, c. 276; 1980, c. 560; 1982, c. 29; 1983, c. 283; 1987, c. 488; 1988, c. 191; 1989, cc. 26, 500, 505; 1990, cc. 799, 808; 1991, c. 305; 1992, c. 285.)

The 1991 amendment inserted "or an order to engage in any activity described in subsections B and C of this section" in the paragraph defining "Fee" in subsection A, deleted "point-to-point" following "horseback riding" in the first sentence of subsection B, deleted "point-to-point" following "engage in" in the introductory language of subsection C, and in subsection D substituted "use of the premises or" for "giving another person permission to enter upon land" in the second sentence and added the last sentence.

The 1992 amendment inserted "foxhunting" in the first sentence of subsection B, and inserted "foxhunt" in the first sentence of subsection C.

This section sets up certain prerequisites before it becomes applicable: (1) The person must come upon the land to hunt, swim, trap, camp, hike, or sightsee; (2) no consideration must have been paid by the user to the landowner. *Hamilton v. United States*, 371 F. Supp. 230 (E.D. Va. 1974) (decided under former § 8-654.2).

Taxpayer who pays taxes is not paying a consideration for the use of land owned by the United States. *Hamilton v. United States*, 371 F. Supp. 230 (E.D. Va. 1974) (decided under former § 8-654.2).

ARTICLE 2.

Hunting and Trapping.

§ 29.1-510. **Big game; small game.** — For the purpose of the hunting and trapping laws of the Commonwealth, big game shall include bear and deer and small game shall include other game animals and all game birds. (Code 1950, § 29-132; 1954, c. 228; 1958, c. 165; 1960, c. 537; 1962, c. 469; 1974, c. 302; 1987, c. 488; 1988, c. 158.)

§ 29.1-511. **Open season on nuisance species.** — There shall be a continuous open season for killing nuisance species of wild birds and wild animals as defined in § 29.1-100. (Code 1950, § 29-133; 1958, c. 165; 1974, c. 302; 1987, c. 488.)

§ 29.1-512. **Closed season on other species.** — There shall be a continuous closed hunting season on all birds and wild animals which are not nuisance species as defined in § 29.1-100, except as provided by law. (Code 1950, § 29-134; 1974, c. 302; 1987, c. 488.)

§ 29.1-513. **Daily and season bag limits as promulgated by Board regulations.** — It shall be lawful to hunt wild birds and wild animals specified in this article within any applicable daily and season bag limits during the open seasons as may be provided by Board regulations. (Code 1950, § 29-135; 1960, c. 590; 1987, c. 488.)

§ 29.1-514. **Nonmigratory game birds.** — A. The following nonmigratory game birds may be hunted during prescribed open seasons:

- Birds introduced by the Board.
- Bobwhite quail.
- Grouse.
- Pheasants.
- Turkey.

B. The following provisions shall also be applicable to the raising and hunting of the particular nonmigratory game bird species listed:

AMENDMENT TO LICENSE AGREEMENT

This Amendment to License Agreement is made as of June 20, 2002, between Appalachian Power Company, Licensor, (hereinafter called APPALACHIAN), whose address is 40 Franklin Road, SW, P.O. Box 2021, Roanoke, Virginia 24022-2121, Attn: Hydro Generation, and The Commonwealth of Virginia, Department of Conservation and Recreation, Licensee (hereinafter called COMMONWEALTH), whose address is 203 Governor Street, Suite 302, Richmond, Virginia, 23219-2010, under the following circumstances:

- A. By License Agreement dated May 11, 2001, (the "License"), APPALACHIAN granted to COMMONWEALTH the exclusive right, permit and license, subject to the requirements of regulatory authority, to occupy and use certain lands at the Byllesby and Buck reservoirs, more particularly described in Exhibit A of the License (the "Premises"), for public recreational purposes.
- B. APPALACHIAN wishes to specifically include by reference the structure near the Byllesby Dam (hereinafter referred to as "Caretaker's Cottage") and the island upstream of the Byllesby Dam (hereinafter referred to as "Fries Island") for COMMONWEALTH to use in conjunction with the operation of the New River Trail State Park (NRTSP) and to exercise any and all powers within its authority to restrict public access to adjacent Project structures riverward of the NRTSP at the Buck and Byllesby Dams.
- C. APPALACHIAN and COMMONWEALTH now desire to amend the License as set forth below.

NOW THEREFORE, effective June 20, 2002, APPALACHIAN and COMMONWEALTH amend the License as follows:

1. As addendum to Paragraph 3, the following language will be added:
 - 3.3 COMMONWEALTH shall have the right to use as it deems appropriate the existing structure near the Byllesby Dam (hereinafter referred to as "Caretaker's Cottage") and an island upstream of the Byllesby Dam containing approximately 2.5 acres and generally known as "Fries Island", provided that any and all such usage shall be carried out in such a way as to reasonably ensure public safety and compliance with applicable laws, the COMMONWEALTH'S rules and regulations, and the terms and conditions of this License.
 - 3.4 COMMONWEALTH acknowledges the eligibility for inclusion of the Caretaker's Cottage in the National Historic Register and, consequently, covenants and agrees to maintain the Caretaker's Cottage in such a way so as to retain and preserve the historic character-defining features of the structure as required under Article 409 of Appalachian's license with the Federal Energy Regulatory Commission (hereinafter referred to as "FERC") and to provide for

protection from vandalism as outlined in Article 411 of the aforementioned FERC license. Prior to performing any repairs or other activities, which shall be limited to in-kind replacement of historic fabric or features, COMMONWEALTH shall notify the State Historic Preservation Officer (SHPO) by letter summarizing the work to be performed and stating why the activity will have no adverse effect. Routine maintenance and in-kind repairs that do not permanently alter the existing visual or functional character of the fabric or feature shall be considered to have no effect and shall be undertaken as necessary without notification to the SHPO.

2. As addendum to Paragraph 5, the following language will be added:

5.3 COMMONWEALTH agrees to confine public access to those areas it designates for public use and to manage public access at the Buck and Byllesby hydro-electric power stations, including the dams and all incidental structures and equipment.

3. Except as modified by this Amendment, the License remains in full force and effect.

Signed as of the date first written above.

APPALACHIAN POWER COMPANY
(Licensor)

By: Roger L. Wheeler

Roger L. Wheeler

Director, Land Management

American Electric Power Service Corporation

Authorized Signer

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF CONSERVATION
AND RECREATION (Licensee)

By: Joseph H. Naum

Its: 7/18/02

APPROVED AS TO FORM:

Frederick S. Fisher 7/16/02

Frederick S. Fisher
Senior Assistant Attorney General

DRAFT



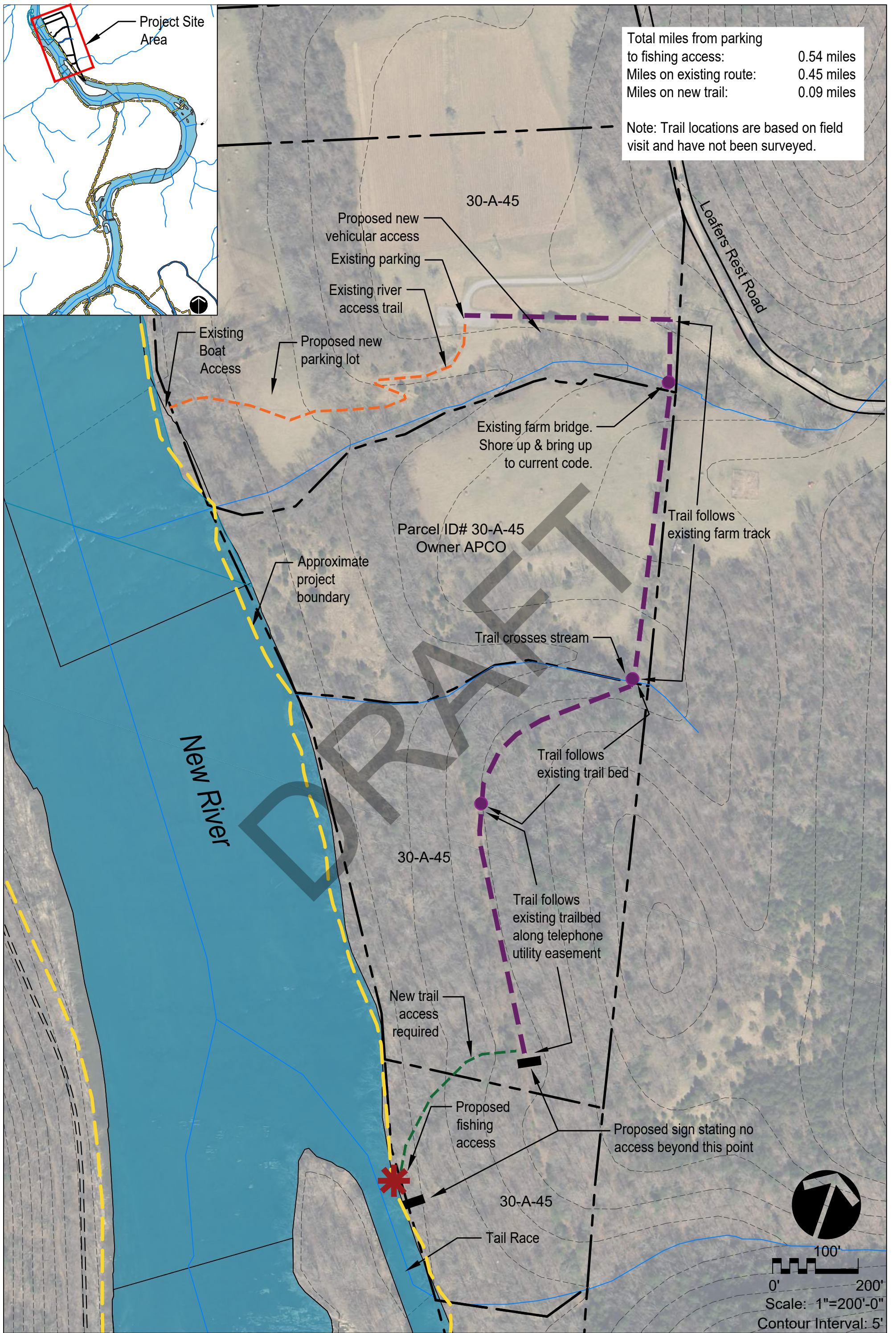
Appendix D

Loafer's Rest Area and
Fishing Trail Proposed
Improvements

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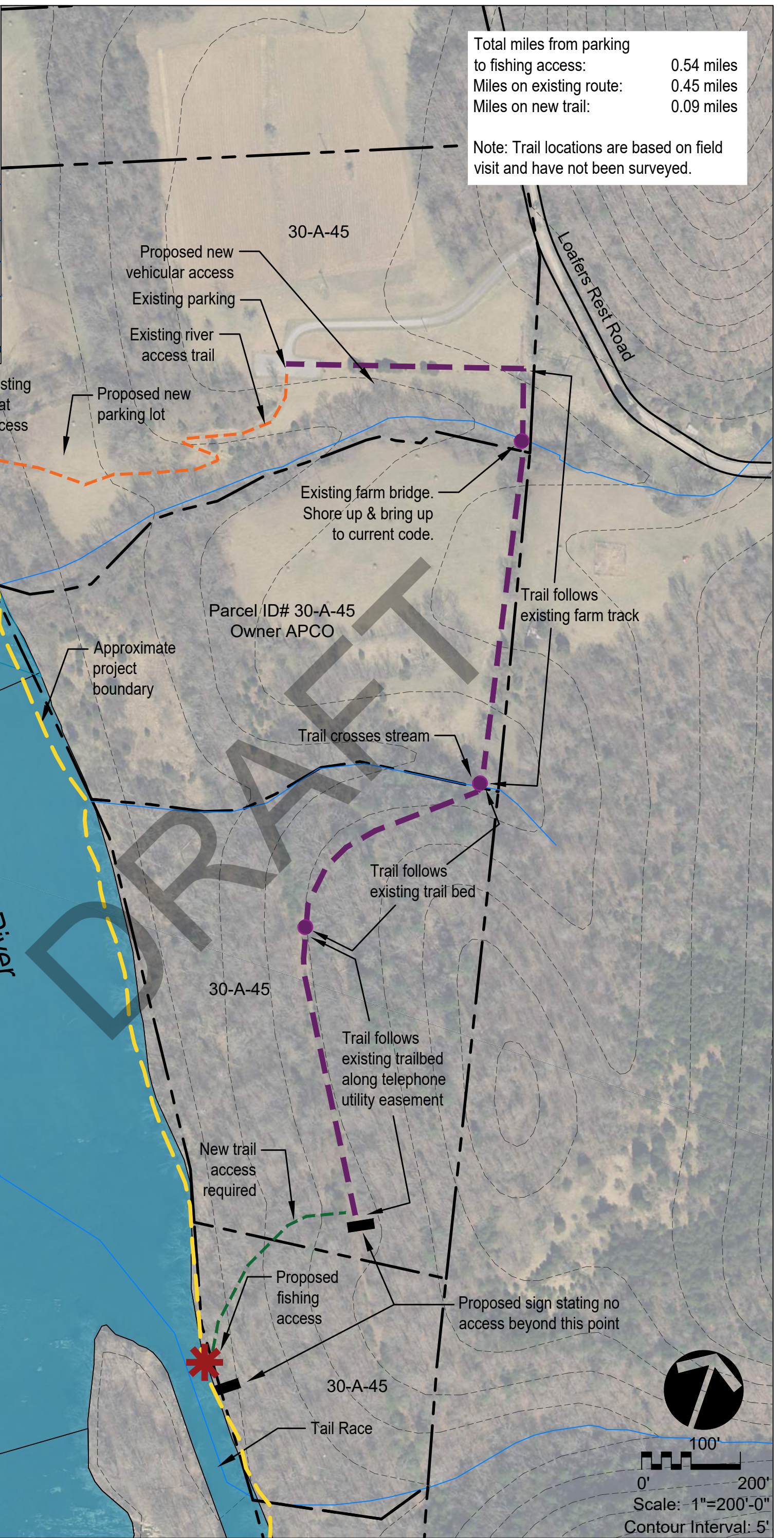
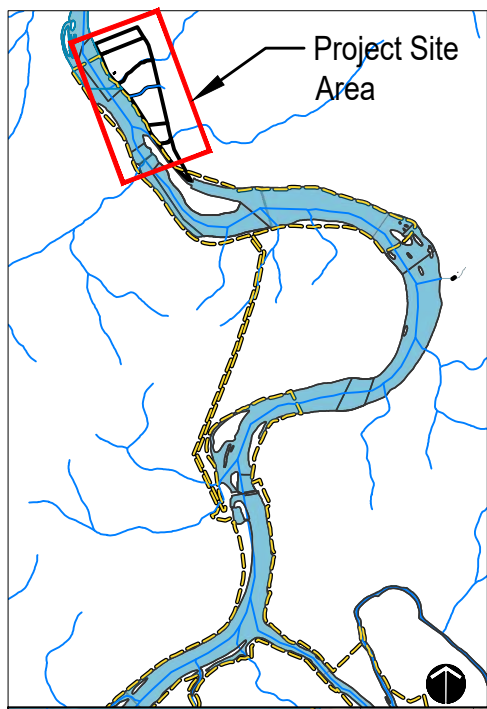
DRAFT

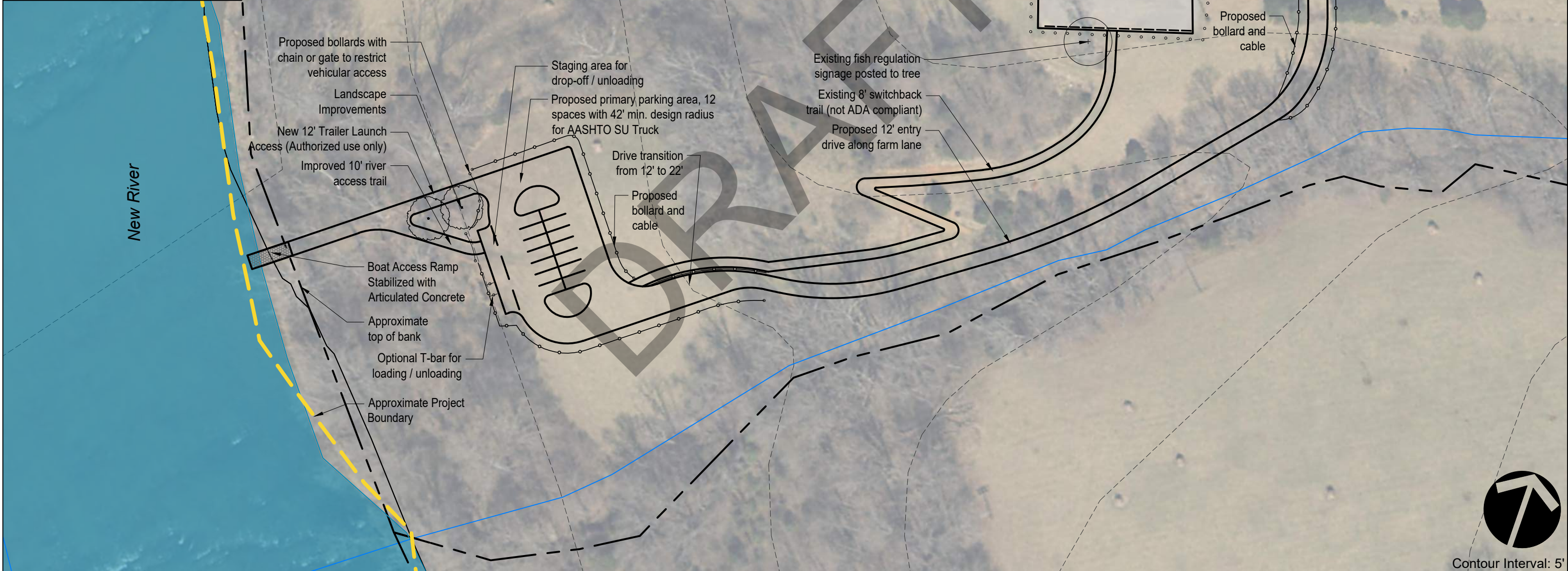
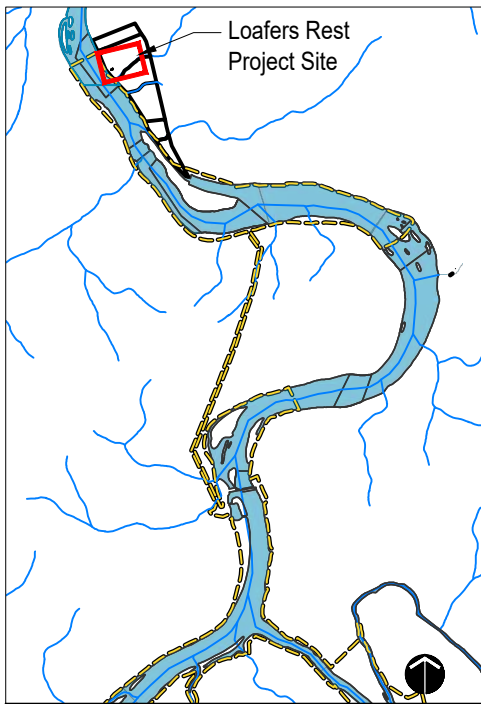
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Total miles from parking to fishing access: 0.54 miles
 Miles on existing route: 0.45 miles
 Miles on new trail: 0.09 miles

Note: Trail locations are based on field visit and have not been surveyed.





Appendix E

Recreation Signage
Guidelines

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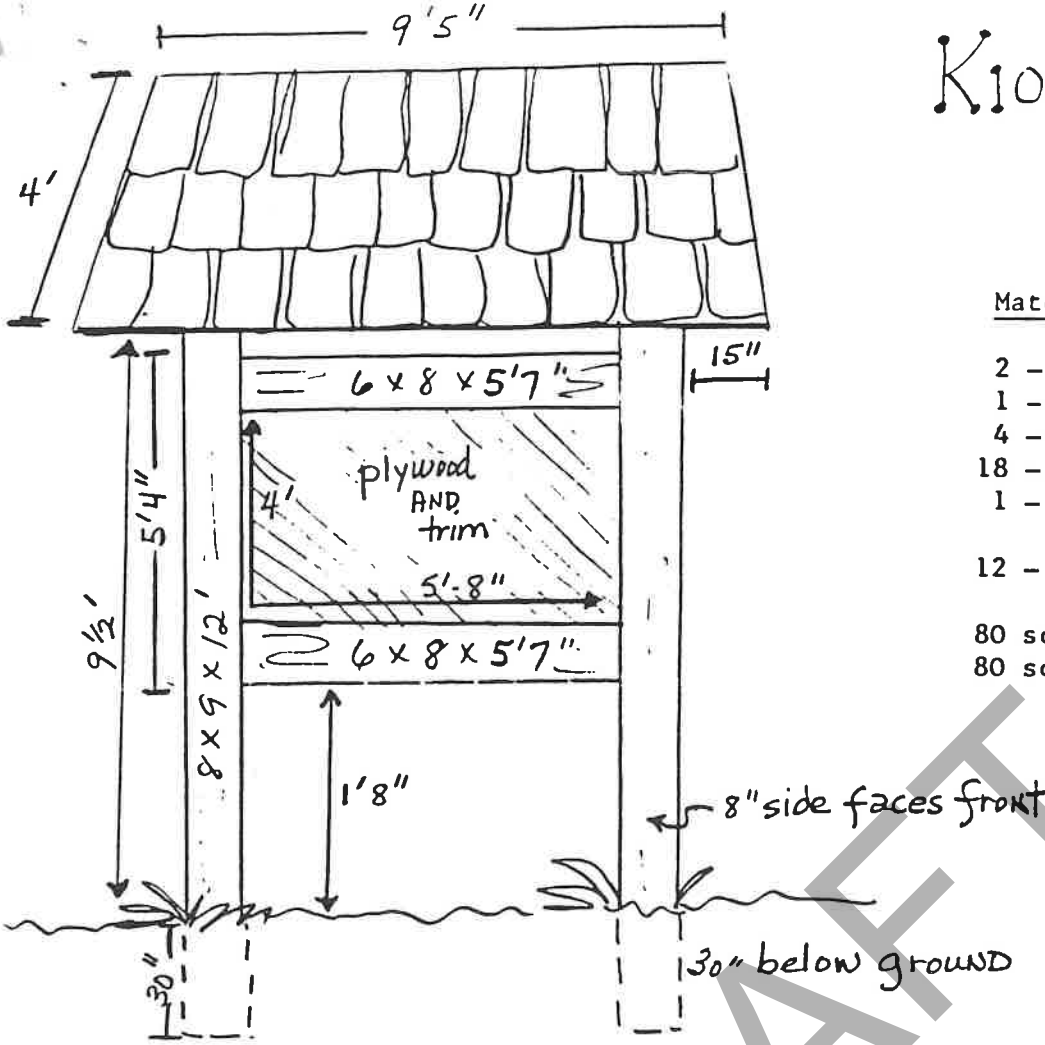
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APPALACHIAN POWER COMPANY
BYLLESBY/BUCK HYDROELECTRIC PROJECT NO. 2514
CARROLL COUNTY, VIRGINIA
LICENSE ARTICLE 411
REVISED RECREATION PLAN

TYPICAL KIOSK DESIGN

(SOURCE: VDCR)

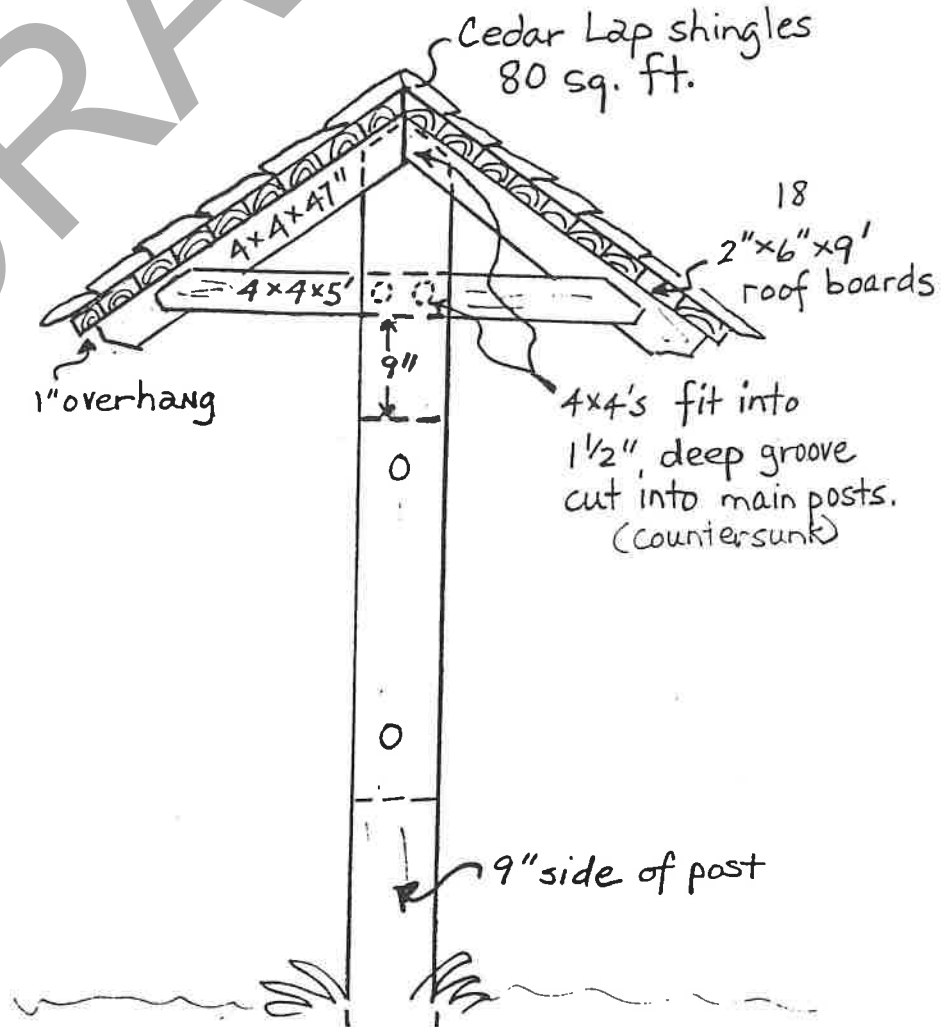
Kiosk Front



Material List:

- 2 - 8x9x12' treated posts
- 1 - 6x8x12' treated beam
- 4 - 4x4x8' treated
- 18 - 2x6x10' treated roof boards
- 1 - 4'x5'8" plywood (marine)
- plywood stain
- 12 - lag screw/washers (11-12" long) 5/16" diameter
- 80 square feet roofing felt
- 80 square feet shingles, cedar roofing nails
- 16D galvanized ring shank nails
- 39' wood trim around plywood

Kiosk Side



**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GAME & INLAND FISHERIES
WILDLIFE MANAGEMENT AREA DESIGN HANDBOOK**

**SECTION 09
SIGN DETAILS**

Number	Title
09-001a	Outdoor Signage Guidelines
09-001b	Outdoor Signage Guidelines
09-002	Typical Trailblazer
09-003	Typical Property Boundary Sign
09-004	Typical Trail Head Sign
09-005	Examples of Heights & Lateral Locations of Signs for Typical Installation
09-006	Height and Lateral Position of Signs Located Within Recreation & Cultural Interest Areas
09-007	Examples of Regulatory Signs
09-008	Examples of Warning Signs
09-009	Examples of Recreational and Cultural Interest Area Signs
09-010	Procedure Guidelines for Installing Signs in Public Rights-of-Way
09-011a	Boundary Marking Specifications
09-011b	Boundary Marking Specifications
09-012a	Boundary Marking Guide Sheets
09-012b	Boundary Marking Guide Sheets
09-012c	Boundary Marking Guide Sheets
09-012d	Boundary Marking Guide Sheets
09-012e	Boundary Marking Guide Sheets
09-013	DGIF Shield Sign Specification
09-014	Miscellaneous Sign Example - Welcome to this Wildlife Management Area
09-015	Miscellaneous Sign Example - Rules for Sighting-In Range
09-016	Miscellaneous Sign Example - PALS Boundary Sign
09-017	Miscellaneous Sign Example - Safety Zone
09-018	Miscellaneous Sign Example - Range Rules
09-019	Miscellaneous Sign Example - Sighting-In Range Welcome
09-020	Miscellaneous Sign Example - Sighting-In Range (Other)

ALL SIGNS

POSTS: WHERE IN VDOT RIGHT-OF-WAY: 2"x2"x10' 14 GA. STEEL POST W/ PRE-PUNCHED 3/8" DIA. HOLES SPACED AT 1" WITH 2-1/4"x2-1/4"x30" ANCHOR AND BREAK-AWAY BOLT
-OR- OTHER APPROVED PER LATEST EDITION OF VDOT ROAD & BRIDGE STANDARDS

MOUNTS: OTHER: 4"x4" PRESSURE TREATED WOOD, BURIED 36" IN GROUND
BOLTED TO SIGN PER LATEST EDITION OF VDOT ROAD & BRIDGE STANDARDS
-OR- WITH GALVANIZED STEEL FASTENERS & STIFFENERS WHERE SIGN WIDTH IS GREATER THAN 24" OR WHERE NECESSARY

DIRECTIONAL (TRAILBLAZER) SIGNS:

DESCRIPTION: DIRECTIONAL GUIDANCE TO DEPARTMENT FACILITIES. MAY BE ERECTED W/IN VDOT RIGHT-OF-WAY ALONG ROADS LEADING TO FACILITIES, PER AGREEMENT; SEE VA DGIF WMA DET. 09-010 FOR ADDITIONAL INFORMATION

FACILITIES USED FOR: CANOE ACCESS AREAS, FIELD TRIAL AREAS, FISH HATCHERIES, GAME REFUGES, GAME WARDEN HEADQUARTERS, PUBLIC BOAT LANDINGS, PUBLIC FISHING LAKES AND WILDLIFE MANAGEMENT AREAS

SPECIFICATIONS: MANUFACTURED ACCORDING TO LATEST EDITION OF VDOT ROAD & BRIDGE STANDARDS
18"x36" SIGN PANEL FABRICATED OF ALUMINUM 0.100" THICK
BROWN BACKGROUND OF HIGH INTENSITY REFLECTIVE SHEETING
WHITE SIGN MESSAGES & BORDERS
SEE VA DGIF WMA DET. 09-002 FOR SIGN LETTER LAYOUT AND DIMENSIONS

ORDERING OPTIONS: LARGE BULK ORDERS: PURCHASE WITH "TYPE L1, SCREEN PROCESS APPLIED"
SMALL ORDERS: PURCHASE WITH "TYPE L3, REFLECTIVE SHEETING, PRESSURE APPLIED"

ENTRANCE SIGNS:

DESCRIPTION: TO BE ERECTED IN A CONSPICUOUS LOCATION NEAR THE INTERSECTION OF THE STATE ROAD AND THE ENTRANCE ROAD OR DRIVEWAY LEADING INTO DEPARTMENT OWNED OR CONTROLLED FACILITIES.

SPECIFICATIONS: NAME OF FACILITY TO BE SHOWN IN 3" HIGH LETTERS AT TOP
NAME OF DEPARTMENT IN 2" HIGH LETTERS, A 12" HIGH DEPARTMENT LOGO AND VISITOR HOURS IF APPLICABLE ARE ALSO TO BE SHOWN
THE INTERNATIONAL SYMBOL OF ACCESSIBILITY TO BE SHOWN FOR FULLY ACCESSIBLE FACILITIES
FEDERAL ACCESSIBILITY SYMBOLS TO BE SHOWN TO DESIGNATE RECREATIONAL OPPORTUNITIES AT FACILITY (I.E. HUNTING, FISHING, WILDLIFE VIEWING, ETC.)
RECTANGULAR SIGN PANEL FABRICATED OF ALUMINUM 0.100" THICK
BROWN BACKGROUND OF ENGINEER GRADE REFLECTIVE SHEETING
WHITE SIGN MESSAGES & BORDERS

ORDERING OPTIONS: STANDARD SIGN PANEL SIZES SHOULD BE USED: 30x36", 30"x48", 30"x60", 36"x48", 36"x60" AND 48"x60", OTHER LARGER OPTIONS: 48"x96", 144"x30", 144"x36", 144"x48", 144"x60"

RECOGNITION SIGNS:

DESCRIPTION: TO BE ERECTED IN A CONSPICUOUS LOCATION AT THE LOCATION WHERE FUNDS FROM OUTSIDE AGENCIES OR PARTNERS HAVE BEEN USED. WHERE ERECTED ON LAND THAT IS NEITHER OWNED OR CONTROLLED BY THE DEPARTMENT, INSTALLATION AND MAINTENANCE SHOULD BE IN ACCORDANCE WITH THE COOPERATIVE AGREEMENT WITH THE LAND OWNER.

SPECIFICATIONS: NAME OF FACILITY TO BE SHOWN IN 3" HIGH LETTERS AT TOP
LIST OF PARTICIPATORS, WITH THE DEPARTMENT LISTED FIRST TO BE SHOWN
THE OFFICIAL LOGOS OF ALL PARTICIPATING AGENCIES AND PARTNERS TO BE SHOWN AT BOTTOM
THE STATEMENT, "YOUR HUNTING, FISHING AND BOATING DOLLARS AT WORK" TO BE SHOWN AT BOTTOM
RECTANGULAR OR SQUARE SIGN PANEL FABRICATED OF ALUMINUM 0.080" THICK
FOREST GREEN BACKGROUND OF ENGINEER GRADE ELECTIVE SHEETING
WHITE SIGN MESSAGES, BORDERS & LOGOS

ORDERING OPTIONS: STANDARD SIGN PANEL SIZES SHOULD BE USED: 30x36", 30"x48", 30"x60", 36"x48", 36"x60" AND 48"x60", OTHER LARGER OPTIONS: 48"x96", 144"x30", 144"x36", 144"x48", 144"x60"

OUTDOOR SIGNAGE GUIDELINES
SHEET 1 OF 2

RULES & REGULATIONS SIGNS:

DESCRIPTION: TO BE ERECTED IN A CONSPICUOUS LOCATION THAT WILL BE SEEN BY ALL INDIVIDUALS ENTERING ONTO DEPARTMENT FACILITIES TO INFORM THE PUBLIC OF RULES AND SPECIFIC LAWS THAT APPLY TO THE SAFE AND LEGAL OF OF THE FACILITIES.

SPECIFICATIONS: WORDING TO BE COORDINATED WITH LOCAL JURISDICTIONS TO ENSURE SUCCESSFUL PROSECUTION OF VIOLATORS
 APPLICABLE CODE OF VIRGINIA TO BE SHOWN AT BOTTOM, WHERE APPLICABLE
 RECTANGULAR SIGN PANEL (USUALLY 18"x36") FABRICATED OF ALUMINUM 0.080" THICK
 RED BACKGROUND OF ENGINEER GRADE REFLECTIVE SHEETING
 WHITE SIGN MESSAGES & BORDERS
 USE OF THEFT-RESISTANT HARDWARE OR ELEVATING SIGNS ABOVE LIMITS OF NORMAL REACH SHOULD BE CONSIDERED

REGULATORY SIGNS:

DESCRIPTION: TO BE ERECTED IN AN APPROPRIATE CONSPICUOUS LOCATION AT ALL DEPARTMENT FACILITIES TO INFORM THE PUBLIC OF SPECIFIC REGULATIONS THAT APPLY TO THE SAFE USE OF FACILITIES.

EXAMPLES: "STOP", "YIELD", "DO NOT ENTER", "WRONG WAY", "ONE WAY", "DO NOT PASS", "NO DUMPING", ETC.

SPECIFICATIONS: SIGN PANEL FABRICATED OF ALUMINUM 0.080" THICK
 ENGINEER GRADE REFLECTIVE SHEETING
 BACKGROUND, LETTERING AND BORDER COLORS AND SIGN PANEL SHAPE AND SIZE TO CORRESPOND WITH VA DGIF WMA DET. 09-007

WARNING SIGNS:

DESCRIPTION: TO BE ERECTED IN AN APPROPRIATE CONSPICUOUS LOCATION AT ALL DEPARTMENT FACILITIES TO IDENTIFY UNUSUAL HAZARDS AND ALERT THE PUBLIC OF SPECIFIC CONDITIONS TO PROTECT HEALTH, SAFETY AND WELFARE AND PREVENT DESTRUCTION OF PROPERTY.

EXAMPLES: "STOP AHEAD", "YIELD AHEAD", "DIP", "BUMP", "SLOW", "DEAD END", "NARROW BRIDGE", ETC.

SPECIFICATIONS: DIAMOND SHAPED SIGN PANEL FABRICATED OF ALUMINUM D.D8D" THICK
 YELLOW BACKGROUND OF ENGINEER GRADE REFLECTIVE SHEETING
 BLACK SIGN MESSAGES & BORDERS TO CORRESPOND WITH VA DGIF WMA DET. 09-008

TRAIL HEAD SIGNS:

DESCRIPTION: TO BE ERECTED IN AN APPROPRIATE CONSPICUOUS LOCATION AT TRAIL HEADS AT DEPARTMENT FACILITIES WHERE A PUBLIC TRAIL HAS BEEN CONSTRUCTED TO PROVIDE FOOT TRAVEL ACCESS TO ACTIVITIES WITHIN THE WILDLIFE MANAGEMENT AREA AND TO PROVIDE USE BY NON-MOTORIZED BICYCLES AND EQUESTRIAN USERS.

TYPES: BASIC TRAIL HEAD SIGN - PROVIDED FOR BLAZED TRAILS WHERE TRAILS ARE NOT INTENDED TO PROVIDE MORE EQUALLY ACCESSIBLE TRAVEL ROUTES
 DETAILED TRAIL HEAD SIGN - PROVIDED FOR BLAZED TRAILS WHERE DESIRED AND WHERE TRAILS ARE INTENDED TO PROVIDE MORE EQUALLY ACCESSIBLE TRAVEL ROUTES
 SEE VA DGIF WMA DET. D9-0D4 FOR ADDITIONAL INFORMATION

INFORMATION (KIOSK) SIGNS:

ACCORDING TO INFORMATION PROVIDED IN VA DGIF WMA HANDBOOK, THIS SECTION & SECTION 05.

HANDICAPPED PARKING SIGNS:

ACCORDING TO INFORMATION PROVIDED IN VA DGIF WMA HANDBOOK, SECTION 06.

TEMPORARY SIGNS:

ACCORDING TO INFORMATION PROVIDED IN VA DGIF WMA HANDBOOK, SECTION 07.

OTHER SIGNS:

SEVERAL EXAMPLES OF MISCELLANEOUS SIGNS USED WITHIN WMA'S ARE INCLUDED IN THIS SECTION.



Appendix F

Recreation Feature Inventory

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Appendix G

Consultation

DRAFT

Kulpa, Sarah

From: Elizabeth B Parcell <ebparcell@aep.com>
Sent: Wednesday, January 26, 2022 4:03 PM
To: Norman, Janet; Grist, Joseph; Copeland, John; Williams, Jeff (DGIF); Wampler, Jennifer; Sweeney, Samuel; Carroll County - Rex Hill; Laura Walters (claytorlakegirl@gmail.com); beth.taylor@wytheville.org
Cc: Salazar, Maggie; Kulpa, Sarah; Jonathan M Magalski
Subject: Byllesby-Buck Draft Recreation Management Plan
Attachments: Byllesby Buck Draft Recreation Management Plan_20220126.pdf; Appencies A-E.pdf

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Attached please find the draft Recreation Management Plan in support of the relicensing of the Byllesby-Buck Project. We would appreciate if you could provide comments as soon as practicable or within 30 days (before February 25, 2022). Appalachian intends to incorporate comments from this group as applicable and file a Final Recreation Management Plan with FERC in conjunction with or following the Final License Application (FLA) to be filed by February 28, 2022. Appalachian would be glad to convene a call with your organization or this group if there are comments or issues you would like to discuss.

Many thanks,

Liz Parcell



ELIZABETH B PARCELL | PROCESS SUPV
EBPARCELL@AEP.COM | D:540.985.2441
40 FRANKLIN ROAD SW, ROANOKE, VA 24011

Kulpa, Sarah

From: Copeland, John <john.copeland@dwr.virginia.gov>
Sent: Thursday, February 24, 2022 3:44 PM
To: Elizabeth B Parcell
Cc: Williams, Jeff (DGIF); Hampton, Tom (DGIF); Sam Sweeney; Jennifer Wampler; rex.hill@carrollcountyva.gov; Laura; Grist, Joseph; Janet Norman; Rick McCorkle; Jonathan M Magalski; Salazar, Maggie; David B and beth taylor; Angie Grooms; beth.taylor@wytheville.org; Kulpa, Sarah; Boyette, Benjamin; Billings, Wesley; Jason Culbertson; Elizabeth Underwood
Subject: Fwd: Byllesby-Buck Draft Recreation Management Plan
Attachments: Byllesby Buck Draft Recreation Management Plan_20220126.pdf; Agencies A-E.pdf

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for the opportunity to comment on the Byllesby Buck Draft Recreation Management Plan. We were not able to conduct a more timely review for your Draft Plan dated January 26, 2022, but remained within the confines of your 30 day comment request. Region 3 Aquatics and Lands and Facilities staff reviewed the plan, providing the comments that follow. In general, we are pleased with the Draft Recreation Plan as distributed. However, we see some opportunities for improvements that are not addressed in the document.

Following are our comments by site from upstream to downstream along the Project, as outlined in the Draft Plan.

1. Byllesby Boat Launch - The proposed parking lot paving is an improvement that will greatly simplify maintenance at that site. The other improvements, including the dawn to dusk light, will facilitate anglers locating the site from the water after dark and provide better lighting and security to users before daylight hours and after dark. Your proposed timeline puts the highest priority on these improvements, which is fine with us.

2. Byllesby Dam Fishing Access - Since this site is a Virginia Department of Conservation and Recreation site, we defer to their comments. We do believe that the enhancements outlined for this site are adequate.

3. Byllesby Canoe Portage - While examining this site on one of the recreation facilities tours, we noted that this canoe take-out is shallow and sediment filled, limiting its suitability as a portage take-out, or an emergency response site. At that time, we asked why the former canoe portage path through the wetland area to the canoe portage parking area could not be re-established (reference Sheet 3 in Appendix A of the Draft Plan). Appalachian Power Company and its consultants looked at that possibility, but subsequently determined it was not a suitable option. However, we do not recall whether an elevated walkway through the wetland to minimize impacts was a consideration at that time. Therefore, we request an evaluation of an elevated walkway as an option to shorten the length of the portage path. Part of that evaluation should include some type of 'landing platform' for paddle craft arriving at the portage take-out on Byllesby reservoir due to its shallow and sediment filled nature. If an elevated walkway is not an option, we at least request a 'landing platform' be installed at the portage take-out that eases the transition to the graveled path leading towards the dam and curving left upstream from the dam, as pictured in Sheet 3 in Appendix A of your Draft Plan.

4. New River Canoe Launch (located downstream from the Byllesby Dam tailrace) - During the recreation facilities tours we mentioned the utility of the temporary bridge across the base of the emergency spillway (reference Sheet 4 of Appendix A in the Draft Plan) as an access area for anglers and paddle craft. At the time of the tours, the temporary bridge was breached by a large storm, so it did not look like what is pictured in Sheet 4. Anglers have expressed to us the need for improved paddle craft access at this site. Recent reports from anglers about a burgeoning Walleye

population in Buck Reservoir (likely from downstream migration out of Byllesby Reservoir) heighten the need for better angling access. Therefore, we request that you create a hardened carry-in boat launch at this site to better accommodate angler and boater access. Design information is available from our Regional Lands and Facilities Manager, Tom Hampton, in the Marion Office.

5. New River Trail Picnic Area - Since this site is a Virginia Department of Conservation and Recreation site, we defer to their comments. We do believe that the enhancements outlined for this site are adequate.

6. Buck Dam Picnic Area - Since this site is a Virginia Department of Conservation and Recreation site, we defer to their comments. We do believe that the enhancements outlined for this site are adequate.

7. Buck Canoe Portage Take - Out - Upstream from Buck Dam - We are satisfied that this site is adequately designed and maintained.

8. Buck Canoe Portage Put - In - Downstream from Buck Dam - We are pleased with the proposed improvements to this site. Making the proposed improvements will decrease safety concerns associated with the steep put-in and high flow environment of the tailrace.

9. Loafer's Rest - We are extremely pleased with the proposed improvements to this area. Creating the proposed facilities will be a significant enhancement to this site and a valuable addition for recreational access in Wythe County, creating additional float fishing and paddling opportunities that will enrich the local economy.

10. Memoranda of Understanding (MOU) and License Agreement for the Buck Dam Fishing Access - Due to lack of time for an adequate review of these documents, we conducted a cursory review of these documents, located in Appendices B and C of the Draft Plan. Please note that the existing MOU's and particularly the License Agreement for the Buck Dam Fishing Access need to be reviewed, revised, and renewed in a timely fashion. **Due to administrative review requirements within and outside our agency, time is of the essence due to the expiration date of the license agreement in particular. A new license agreement should be developed that is sequenced with the term of the new Federal Energy Regulatory Commission license, since the current Buck Dam Fishing Access License Agreement expires in February 2023.** For purposes of initiating review, revision, and renewal of that document, Jeff Williams, Region 3 Aquatics Manager in the Marion Office, will be your primary contact.

Thank you for the opportunity to review and comment on the Byllesby Buck Draft Recreation Management Plan. We look forward to continued collaboration with Appalachian Power Company as the relicensing process transitions into the final phases.

John R. Copeland

Fisheries Biologist III

Cell 540.871.6064

Virginia Department of Wildlife Resources

CONSERVE. CONNECT. PROTECT.

A 2206 South Main Street, Suite C, Blacksburg, VA 24060

www.dwr.virginia.gov

Kulpa, Sarah

From: Norman, Janet <janet_norman@fws.gov>
Sent: Thursday, February 24, 2022 8:43 PM
To: Elizabeth B Parcell; Copeland, John
Cc: Williams, Jeff (DGIF); Hampton, Tom (DGIF); Sam Sweeney; Wampler, Jennifer (DCR); rex.hill@carrollcountyva.gov; Laura; Grist, Joseph; McCorkle, Richard; Jonathan M Magalski; Salazar, Maggie; David B and beth taylor; Angie Grooms; beth.taylor@wytheville.org; Kulpa, Sarah; Boyette, Benjamin; Billings, Wesley; Jason Culbertson; Elizabeth Underwood
Subject: Re: [EXTERNAL] Fwd: Byllesby-Buck Draft Recreation Management Plan

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As the USFWS has stated in a number of our prior written comments and in person site visits, we are in support of our local resource partners, Virginia Department of Wildlife Resources and Virginia Department of Conservation and Recreation, in their assessment of recreation needs and management at the project areas of the Byllesby and Buck Dams. This includes VDWR's 2/24/22 comments below, and prior communications.

Our only additional comments would be to keep considerations of accessibility and inclusive features in the forefront of planning, where they can be appropriately integrated. We hope you can serve traditional resource users and welcome new constituencies in the design, signage and interpretation, and usage of the sites for the future. The Service's Connecting People with Nature initiative remains a priority for all user groups.

We appreciate the opportunity to comment, thank you.
Janet

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