



April 9, 2019

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

**RE: Atlantic Coast Pipeline, LLC
Atlantic Coast Pipeline
Docket No. CP15-554-001
VOF Easement BAT-02202 (Robinson et al.)**

Dear Secretary Bose:

The Virginia Outdoors Foundation (VOF) would like to file comments regarding information that has recently come to light that the Atlantic Coast Pipeline, LLC (Atlantic) plans to acquire a permanent easement for an access road on a VOF easement in Bath County. As you can see from Enclosure 1 “Eminent domain parcel 23-1_20190404_0001(0).pdf”, Atlantic is currently moving forward with condemnation proceedings to acquire a permanent easement for this access road without action from the VOF. In reviewing the FEIS issued by FERC in July 2017, this access road is mentioned on numerous occasions and specifically in the following sections:

- Volume II, Part 1 – Page 179 in Appendix B (PROJECT FACILITY MAPS) illustrates the access road in question. This road, which traverses FS 124, also known as Duncan Knob road, is labeled as “36-014.AR2.”
- Volume II Part 4 – in Appendix E (ACCESS ROADS FOR THE ATLANTIC COAST PIPELINE AND SUPPLY HEADER PROJECT) identifies road “36-014.AR2” on pages 214 (E-30) and 380 (G-16).

The Duncan Knob Forest Service Road is also mentioned in these sections of the FEIS:

- Volume III, Part 1 – page 463 (R-46)
- Volume III, Part 2 – pages 25 (T-24) and 141 (A-11, T-140)
- Volume IV, App Z Part 7 – page 177 (Z-2310), comment C0-108-2

Nowhere in all of the references to this access road does Atlantic reference that the road is located on a property encumbered by a VOF open space easement. In fact, in the Environmental Analysis Section of Volume I, beginning on page 591 (4-401) which speaks particularly about the impacts to resources protected by the Virginia Outdoors Foundation there is no mention of this access road. In addition, documentation from Atlantic to the landowners as recently as March 1, 2019, erroneously indicated that the property in question was not under a VOF open-space easement (see Enclosure 2 “Road Grant Easement 3-1-19.pdf”).

According to the U.S. Forest Service, the road in question is a forest service road (see Enclosure 3, Forest Service Letter 5-10-18) with prescriptive rights that are not assignable to a third party such as the ACP. According to the Forest Service, ACP would need to secure “rights across any private lands or they could propose a road realignment to adjust the road to be completely on NFS land.”

As background information, The Virginia Outdoors Foundation is a body politic created by an Act of the Virginia General Assembly in 1966 and was established to “*to promote the preservation of open-space lands and to encourage private gifts of money, securities, land or other property to preserve the natural, scenic, historic, scientific, open-space and recreational areas of the Commonwealth.*” VOF is Virginia’s leader in land conservation currently holding over 4,000 open-space easements on nearly 850,000 acres throughout the Commonwealth.

On October 16, 2017, the VOF Board of Trustees conditionally approved conversions of open space on 10 protected open-space easements in Highland, Bath, Augusta and Nelson counties for approximately 52.92 acres of encroachment from the gas transmission line and associated access roads. VOF worked with Atlantic in good faith for several years to process their applications for conversion of open space land through 10 open-space easements. Atlantic never requested the property at issue be included in the conversions approved by the VOF Board of Trustees and, to date, has not submitted an application to VOF for conversion of this property.

Since 2014 when VOF was first contacted by Atlantic regarding possible encroachments on VOF open space easements, VOF’s position that these properties should be avoided has never changed. These open-space easements that are held on behalf of the Commonwealth of Virginia under authority of the Open-Space Land Act (Va. Code § 10.1-1700 et seq.) to preserve natural, scenic, historic, scientific, open-space and recreation areas represent the fulfillment of state policy, and as real property interests of the Commonwealth, they are not subject to condemnation.

In this particular case, VOF strongly urges FERC to require that an alternative access road be found since this route has never been authorized by the VOF Board of Trustees. VOF would also argue that this access road was presented as an error in fact and should never have been included in the FERC Certificate issued on October 13, 2017. The fact that Atlantic is currently moving forward with condemnation proceedings (see Enclosure 1: “Eminent domain parcel 23-1_20190404_0001(0).pdf”) without any consideration or decision from the VOF Board of Trustees is particularly alarming.

As FERC is specifically tasked with the responsibility to reduce environmental impacts from Natural Gas Projects, it is our hope that full consideration will be given to the importance of this error and the significance of VOF's concerns. Please contact me at 804-577-3337 or via email at mlittle@vofonline.org.

Respectfully,



Martha Little
Deputy Director

Enclosures:

1. Eminent domain parcel 23-1_20190404_0001(0)
2. Road Grant Easement 3-1-19
3. Forest Service Letter 5-10-18

CC [EMAIL ONLY]:

- Kevin Bowman, Environmental Protection Specialist, FERC

ENCLOSURE 1

CLERK'S OFFICE U.S. DIST. COURT
AT HARRISONBURG, VA
FILED

4/2/2019

JULIA C. DUDLEY, CLERK
BY: S/J. Vasquez

DEPUTY CLERK

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA**
Harrisonburg Division

ATLANTIC COAST PIPELINE, LLC,

Plaintiff,

v.

Case No. 5:19-cv-00018

0.568 ACRE, MORE OR LESS, IN BATH COUNTY,
VIRGINIA, LOCATED ON PARCEL
IDENTIFICATION NO. 23-1, IDENTIFIED IN DEED
BOOK 46, PAGE 500 OF THE PUBLIC RECORDS OF
SAID COUNTY,

and

JEANNETTE BELLE ROBINSON
909 Little Valley Road
Warm Springs, Virginia 24484,

and

JOANNE BELLE YAMAKA
9519 Goodlion Road
Columbia, Maryland 21045,

and

L. JOHN BELLE, II
4 Green Hills Road
Long Valley, New Jersey 07853,

and

THOMAS LEE ALLERS
2117 Eastham Road
Lutherville Timonium, Maryland 21093,

and

EDITH ALLERS WINDSOR
4023 Deepwood Road
Baltimore, Maryland 21218,

and

NORMA ALLERS GIBSON
105 Giddings Avenue
Severna Park, Maryland 21146,

Defendants.

COMPLAINT IN CONDEMNATION

Nature of the Case

1. Plaintiff Atlantic Coast Pipeline, LLC (“Atlantic”), pursuant to its power of eminent domain as authorized by Section 7(h) of the Natural Gas Act, 15 U.S.C. § 717f(h), and Federal Rule of Civil Procedure 71.1, files this action for (i) the taking of certain interests in real property; (ii) if later requested, immediate possession of the easements described herein; and (iii) the ascertainment and award of just compensation to the owners of interest in real property, Jeannette Belle Robinson, JoAnne Belle Yamaka, L. John Belle, II, Thomas Lee Allers, Edith Allers Windsor, Norma Allers Gibson, and any other interested parties (collectively, the “Owners”).

Jurisdiction and Venue

2. This Court has original jurisdiction in this matter pursuant to 28 U.S.C. § 1331 and Section 7(h) of the Natural Gas Act, 15 U.S.C. § 717f(h), because: (a) Atlantic is the holder of a certificate of public convenience and necessity issued by the Federal Energy Regulatory Commission (“FERC”) for the construction of an interstate natural gas pipeline that crosses West Virginia, Virginia, and North Carolina; (b) Atlantic, despite negotiation efforts, has been unable to acquire by contract, or has been unable to agree with the Owners as to the compensation to be paid for, the necessary easements to construct, operate, and maintain a pipeline for the transportation of natural gas; and (c) the amount claimed by the Owners exceeds \$3,000.

3. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because the interests in the real property that Atlantic seeks to condemn are located within the Western District of Virginia.

Parties

4. Atlantic is a Delaware limited liability company with its principal office located at 120 Tredegar Street, Richmond, Virginia 23219. Atlantic is an interstate natural gas company as defined by the Natural Gas Act, 15 U.S.C. § 717a(6), and, as such, is authorized to construct, own, operate, and maintain pipelines for the transportation of natural gas in interstate commerce. Atlantic's transportation of natural gas in interstate commerce is subject to the jurisdiction and approval of FERC.

5. The Owners have an ownership interest in that certain tract of land identified as Parcel Identification No. 23-1, composed of 95 acres, more or less, located in Warm Springs District, Bath County, Virginia, and being more particularly described in Deed Book 46, Page 500 of the public records of said county (the "Property"). The Property is depicted on **Exhibit 1**.

6. There may be other persons who claim an interest in the property to be condemned whose names are currently unknown to Atlantic because they could not be ascertained by a diligent inquiry. These persons will be made parties to this action as permitted by Federal Rule of Civil Procedure 71.1(c)(3).

Facts

7. Atlantic is in the process of constructing an approximately 600-mile underground pipeline and related facilities for the purpose of transporting natural gas from West Virginia to Virginia and North Carolina (the "ACP Project").

8. The ACP Project will measure approximately 42 inches in diameter in West Virginia and Virginia, and 36 inches in diameter in North Carolina. Certain extensions of the ACP

Project will measure 20 inches in diameter from Northampton County, North Carolina to the City of Chesapeake, Virginia and 16 inches in diameter in Brunswick County, Virginia and Greensville County, Virginia.

9. Natural gas transported by the ACP Project will serve multiple public utilities and is necessary to satisfy the growing energy needs of consumers in Virginia and North Carolina.

10. Atlantic filed an application for a certificate of public convenience and necessity with FERC on September 18, 2015, FERC Docket No. CP15-554-000, in which it sought permission to construct the ACP Project and attendant facilities. On October 13, 2017, FERC issued a certificate of public convenience and necessity (the “FERC Certificate”) authorizing Atlantic to construct and operate the ACP Project. A copy of the FERC Certificate is attached as **Exhibit 2**.

11. FERC found that the ACP Project will “primarily serve natural gas demand in Virginia and North Carolina.” *See* Ex. 2, at 35, ¶ 79.

12. FERC also found that the “public at large will benefit from increased reliability of natural gas supplies.” *See* Ex. 2, at 35, ¶ 79.

13. As a result, the ACP Project “serves a ‘public use’” as determined by FERC. *See* Ex. 2, at 34, ¶ 79.

14. Atlantic must begin construction of the ACP Project as soon as possible to ensure completion within FERC’s deadline. *See* Ex. 2.

15. The FERC-approved route of the ACP Project crosses land adjoining the Property. A map depicting the route of the ACP Project is attached as **Exhibit 3**.

16. Atlantic seeks to construct a portion of the ACP Project on land near the Property. The ACP Project cannot be constructed until Atlantic acquires an easement for an access road (the

(the “Easements”) on the Property. The Easements are necessary for constructing, maintaining, operating, altering, testing, replacing, and repairing the ACP Project.

17. A plat depicting the size and nature of the Easements is attached hereto as **Exhibit 4**.

18. The Easements will provide Atlantic with a mode of access to the ACP Project and related facilities, as well as the ability to transport the personnel, materials, and machinery needed to construct the ACP Project. The Easements to be taken on the Property includes use of both existing and new roads; the right to construct a permanent access road with a width not to exceed thirty feet; and the right to improve any existing access roads to a width not to exceed thirty feet.

19. Atlantic also seeks to acquire the right of ingress and egress to and from and through the Easements; the right to transport pipe, vehicles, machinery, persons, equipment, or other materials to and from and through the Easements, and the right of access through any existing roads on the Property.

20. Atlantic also seeks the right to fell trees and clear brush or other vegetation as necessary or convenient for the safe and efficient construction, operation, or maintenance of the ACP Project or to maintain safe and efficient access to and from the ACP Project.

21. The Owners shall retain the right to use the Property in any manner that will not interfere with the use and enjoyment of Atlantic’s rights under the Easements

22. Atlantic has negotiated with the Owners and has made several efforts to acquire the Easements by contract. However, Atlantic and the Owners have been unable to agree upon the compensation to be paid.

23. Pursuant to the authority granted to Atlantic by Congress in Section 7(h) of the Natural Gas Act, 15 U.S.C. § 717f(h), Atlantic now seeks to take by eminent domain the Easements over the Property as depicted herein and in **Exhibit 4**.

WHEREFORE, Atlantic respectfully requests that this Court:

A. Enter an Order of Judgment of Taking by Eminent Domain as to the Easements as described herein;

B. If later requested, grant Atlantic immediate possession of the Easements in the form of a preliminary injunction prior to the determination of just compensation upon deposit with the Court of a sum of money representing the value of such Easements as determined by Atlantic's appraisal or land rights valuation analysis;

C. Ascertain and award just compensation to the Owners for the taking of the Easements; and

D. Grant such other relief as may be just and proper.

Dated: April 2, 2019

ATLANTIC COAST PIPELINE, LLC
By Counsel

s/ Richard D. Holzheimer, Jr.

Richard D. Holzheimer, Jr. (VSB No. 40803)

John D. Wilburn (VSB No. 41141)

N. Patrick Lee (VSB No. 78735)

Kang He (VSB No. 89237)

MCGUIREWOODS LLP

1750 Tysons Boulevard, Suite 1800

Tysons, Virginia 22102

Telephone: (703) 712-5000

Facsimile: (703) 712-5050

rholzheimer@mcguirewoods.com

jwilburn@mcguirewoods.com

plee@mcguirewoods.com

khe@mcguirewoods.com

CERTIFICATE OF SERVICE

I hereby certify that on April 2, 2019, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, and I hereby certify that a true copy of the foregoing will be served upon all named defendants via private process server or via publication if appropriate under Federal Rule of Civil Procedure 71.1(d)(3)(B). Once service is effectuated, an Affidavit/Return of Service will be filed with this Court.

s/ Richard D. Holzheimer, Jr.

Richard D. Holzheimer, Jr.

ENCLOSURE 2

This Agreement Prepared by
Atlantic Coast Pipeline, LLC
120 Tredegar Street
Richmond, VA 23219

Upon Recording Return to:
Doyle Land Services, Inc. in service to
Atlantic Coast Pipeline, LLC
P. O. Box 1527
Waynesboro, VA 22980

GPIN/TAX ID # 23-1

Consideration: \$ _____

ROAD GRANT EASEMENT AGREEMENT

Pipeline No.: AP 1

Tract(s): 36-014-A001.AR1

THIS AGREEMENT, made this _____ day of _____, 2019, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, NORMA ALLERS GIBSON, of 105 Giddings Avenue, Severna Park, Maryland 21146, (hereinafter called "Grantor") hereby grants and conveys to ATLANTIC COAST PIPELINE, LLC, a Delaware limited liability corporation, of 120 Tredegar Street, Richmond, Virginia, 23219 its successors and assigns (hereinafter called "Grantee") an easement to use existing roads, to improve existing roads, and to open, construct, repair, maintain and use a new vehicular roadway, on, over and through Grantor's lands situated in Warm Springs District, Bath County, Virginia, being further described as follows:

That certain tract of land composed of 95 acres, more or less, located in Warm Springs District, Bath County, Virginia, and being more particularly described in Deed Book 46, Page 500 of the public records of said County.

The route of the road(s) for which use is granted by this Agreement, including both existing and new roads, is described in general terms on Exhibit "A", attached hereto and made a part hereof. Grantee shall be entitled to minor deviations from the route shown on Exhibit "A", as necessary to address surveys, construction, and related issues.

Grantee shall only use so much of the Land as is reasonably necessary for the purposes and rights granted herein, and shall use existing roadways wherever practicable. Except where an existing road exceeds it, the width of the road easement herein granted shall not exceed thirty (30) feet, both for the use and improvement of existing roads and the construction and maintenance of new roads.

Grantor and Grantee agree and acknowledge that this easement does not extend to use by the public, but is limited to the use of ATLANTIC COAST PIPELINE, LLC, its agents, employees, and contractors, assigns, and authorized entities. Grantor shall be entitled to use any roads constructed or improved by Grantee, subject to Grantee's rights hereunder.

Grantor represents that it is the owner of the surface of the Land, and has the right to make this Grant.

Grantee is entitled to immediately commence use and improvement of any existing road and construction of any new road, and may perform surveys and studies necessary to determine the final route. Removal of timber and vegetation necessary for construction of new roads and improvements of existing roads may commence at any time. Grantee agrees to repair any damage it causes to any existing road, and to maintain any new road as necessary for its operations.

Grantee agrees to protect, defend, indemnify and hold harmless the Grantor from any and all damages, claims for damages, demands, suits, recoveries, judgments or executions which may arise or be made by reason of injuries or damages to persons or property resulting from Grantee's exercise of the rights granted herein. This indemnification shall not extend to any claims, which arise from the sole negligence or willful or wanton misconduct by Grantor or third parties.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns.

By acceptance of this Road Grant Agreement the Grantee agrees to perform and comply with all conditions and covenants contained herein.

See the ADDENDUM attached hereto as Exhibit "B" for additional provisions to this Easement Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]
[SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGES]

WITNESS the signature(s) of Grantor this date.

WITNESS:

GRANTOR:

Print Name _____

NORMA ALLERS GIBSON

STATE/Commonwealth OF _____

COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____
jurisdiction. He/She is personally known to me or produced
_____ as identification.

Notary Public

My commission expires: _____

(AFFIX SEAL)

Registration #: _____

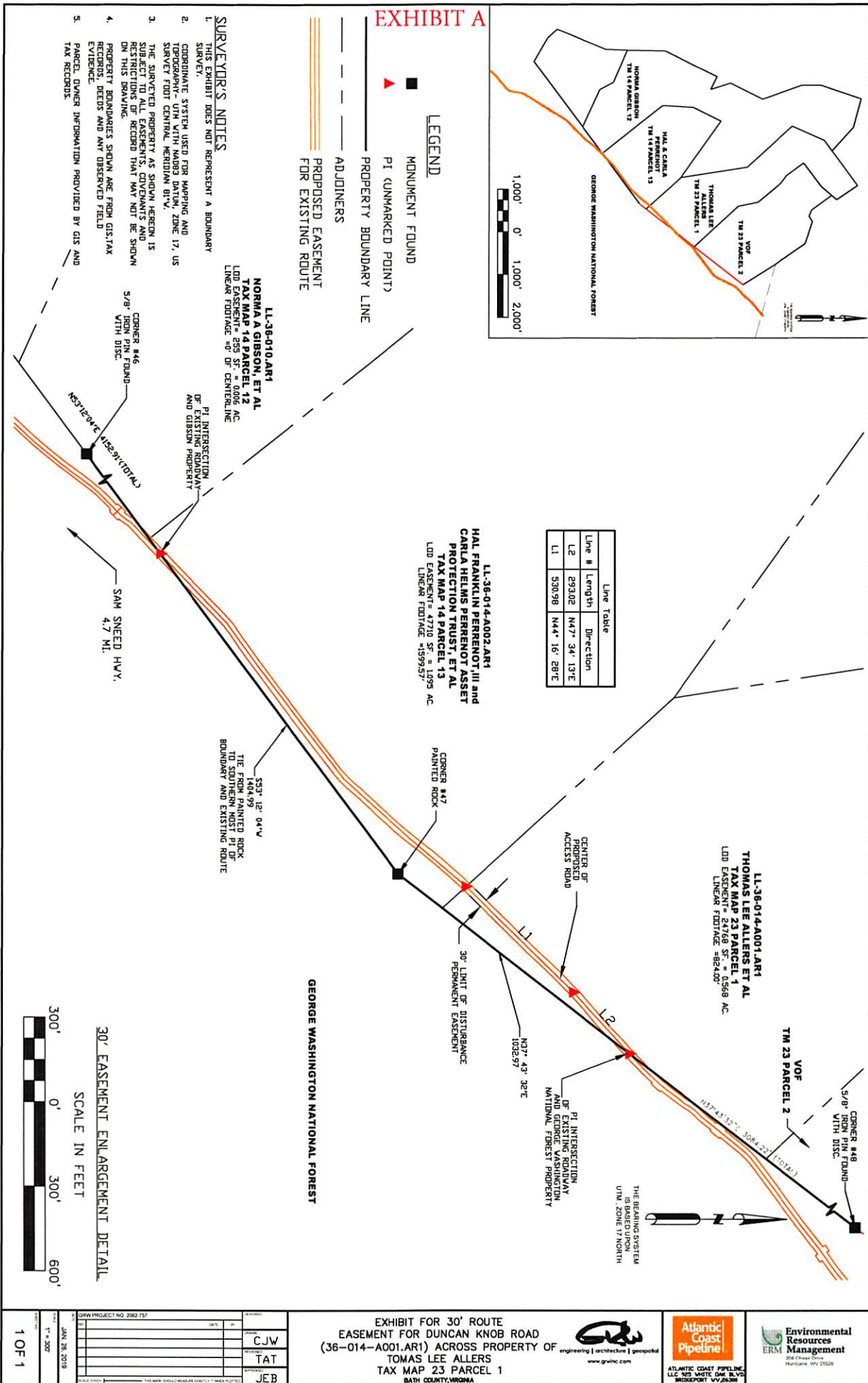


Exhibit "B"

This ADDENDUM to that certain Easement Agreement dated _____ by and between, NORMA ALLERS GIBSON, of 105 Giddings Avenue, Severna Park, Maryland 21146, (hereinafter called the ("Grantor") and ATLANTIC COAST PIPELINE, LLC, its successors and assigns (hereinafter called "Grantee").

With Property being located in Warm Springs District, Bath County, Virginia.

All provisions herein are subordinate and subject to Federal, State and Local Regulations. Should there be a conflict between the special provisions listed herein below and the main body of that certain Easement Agreement referenced above, in all cases the special provisions listed below (subject to state, local and federal regulations) shall prevail.

Timber Stack and Chips:

Regarding trees, slash and related debris, removed from the Permanent Easement and Temporary Work Easement under this agreement ("Timbering Material"), Grantor hereby understands, approves and agrees that Grantee may, in its sole discretion and in accordance with any applicable governmental approvals, permits, laws or regulations: (i) chip and disperse Timbering Material both upon and off of the Permanent Easement and Temporary Work Easement; (ii) stack Timbering Material removed from the Permanent Easement or Temporary Work Easement both upon and off of the Permanent Easement and Temporary Work Easement; (iii) remove Timbering Material from Grantor's property altogether; and (iv) burn slash and debris on the Permanent Easement and Temporary Work Easement in accordance with permit regulations and agency consultations. Grantee agrees to coordinate with Grantor as to a location of any stacking of Timbering Material immediately adjacent to the Permanent Easement and will use commercially reasonable efforts to locate log stacks for landowner access. The final determination as to the location of any stacks of Timbering Material will ultimately be in the sole discretion of Grantee. Grantor further understands, agrees and acknowledges that Grantor will be solely responsible for any damages to the Permanent Easement or Temporary Work Easement caused by Grantor's removal of any Timbering Material following restoration of the Permanent Easement and Temporary Work Easement.

Trespass Signage:

Grantor hereby grants to Grantee the right to post no trespassing signs and enforce trespassing laws and violations on the Permanent Easement and Temporary Work Easement (however, Grantee shall not have the obligation to do so).

Dewatering Provision:

To accommodate pipeline construction and minimize potential erosion, Grantor agree(s), understand(s), acknowledge(s) and approve(s) for the Atlantic Coast Pipeline, LLC, its agents, employees and contractors ("Atlantic") to, in accordance with all applicable permits, release rain, storm and/or other surface waters collected within the trenches and/or construction-related and naturally occurring low areas across which the rights-of-way, work spaces and/or access roads of Atlantic are situated, onto the lands of the undersigned beyond/near the right-of-ways, work spaces and/or access roads to flow/disburse with the natural shape of the land away from said rights-of-way. Atlantic will generally discharge the water through a filter bag or, if volumes suggest, a straw bale filter temporarily placed upon the lands of the undersigned near the rights-of-way mentioned above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SIGNED FOR IDENTIFICATION:

GRANTOR:

NORMA ALLERS GIBSON

This Agreement Prepared by
Atlantic Coast Pipeline, LLC
120 Tredegar Street
Richmond, VA 23219

Upon Recording Return to:
Doyle Land Services, Inc. in service to
Atlantic Coast Pipeline, LLC
P. O. Box 1527
Waynesboro, VA 22980

GPIN/TAX ID # 14-12 & 14-13

Consideration: \$ _____

ROAD GRANT EASEMENT AGREEMENT

Pipeline No.: AP 1

Tract(s): 36-010.AR1 & 36-014-A002.AR1

THIS AGREEMENT, made this _____ day of _____, 2019, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, NORMA ALLERS GIBSON, of 105 Giddings Avenue, Severna Park, Maryland 21146, (hereinafter called "Grantor") hereby grants and conveys to ATLANTIC COAST PIPELINE, LLC, a Delaware limited liability corporation, of 120 Tredegar Street, Richmond, Virginia, 23219 its successors and assigns (hereinafter called "Grantee") an easement to use existing roads, to improve existing roads, and to open, construct, repair, maintain and use a new vehicular roadway, on, over and through Grantor's lands situated in Warm Springs District and Williamsville District, Bath County, Virginia, being further described as follows:

Parcel 14-12 (36-010.AR1):

That certain tract of land composed of 116.50 acres, more or less, located in Warm Springs District, Bath County, Virginia and being more particularly described in Deed Book 26, Page 42 of the public records of said County.

Parcel 14-13 (36-014-A002.AR1):

That certain tract of land composed of 78.50 acres, more or less, located in Williamsville District, Bath County, Virginia, and being more particularly described in Deed Book 19, Page 377 of the public records of said County.

The route of the road(s) for which use is granted by this Agreement, including both existing and new roads, is described in general terms on Exhibit "A" , attached hereto and made a part hereof.

Grantee shall be entitled to minor deviations from the route shown on Exhibit "A", as necessary to address surveys, construction, and related issues.

Grantee shall only use so much of the Land as is reasonably necessary for the purposes and rights granted herein, and shall use existing roadways wherever practicable. Except where an existing road exceeds it, the width of the road easement herein granted shall not exceed thirty (30) feet, both for the use and improvement of existing roads and the construction and maintenance of new roads.

Grantor and Grantee agree and acknowledge that this easement does not extend to use by the public, but is limited to the use of ATLANTIC COAST PIPELINE, LLC, its agents, employees, and contractors, assigns, and authorized entities. Grantor shall be entitled to use any roads constructed or improved by Grantee, subject to Grantee's rights hereunder.

Grantor represents that it is the owner of the surface of the Land, and has the right to make this Grant.

Grantee is entitled to immediately commence use and improvement of any existing road and construction of any new road, and may perform surveys and studies necessary to determine the final route. Removal of timber and vegetation necessary for construction of new roads and improvements of existing roads may commence at any time. Grantee agrees to repair any damage it causes to any existing road, and to maintain any new road as necessary for its operations.

Grantee agrees to protect, defend, indemnify and hold harmless the Grantor from any and all damages, claims for damages, demands, suits, recoveries, judgments or executions which may arise or be made by reason of injuries or damages to persons or property resulting from Grantee's exercise of the rights granted herein. This indemnification shall not extend to any claims, which arise from the sole negligence or willful or wanton misconduct by Grantor or third parties.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns.

By acceptance of this Road Grant Agreement the Grantee agrees to perform and comply with all conditions and covenants contained herein.

See the ADDENDUM attached hereto as Exhibit "B" for additional provisions to this Easement Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]
[SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGES]

WITNESS the signature(s) of Grantor this date.

WITNESS:

GRANTOR:

Print Name _____

NORMA ALLERS GIBSON

STATE/Commonwealth of _____

COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, who appeared before me in the aforesaid jurisdiction. He/She is personally known to me or produced _____ as identification.

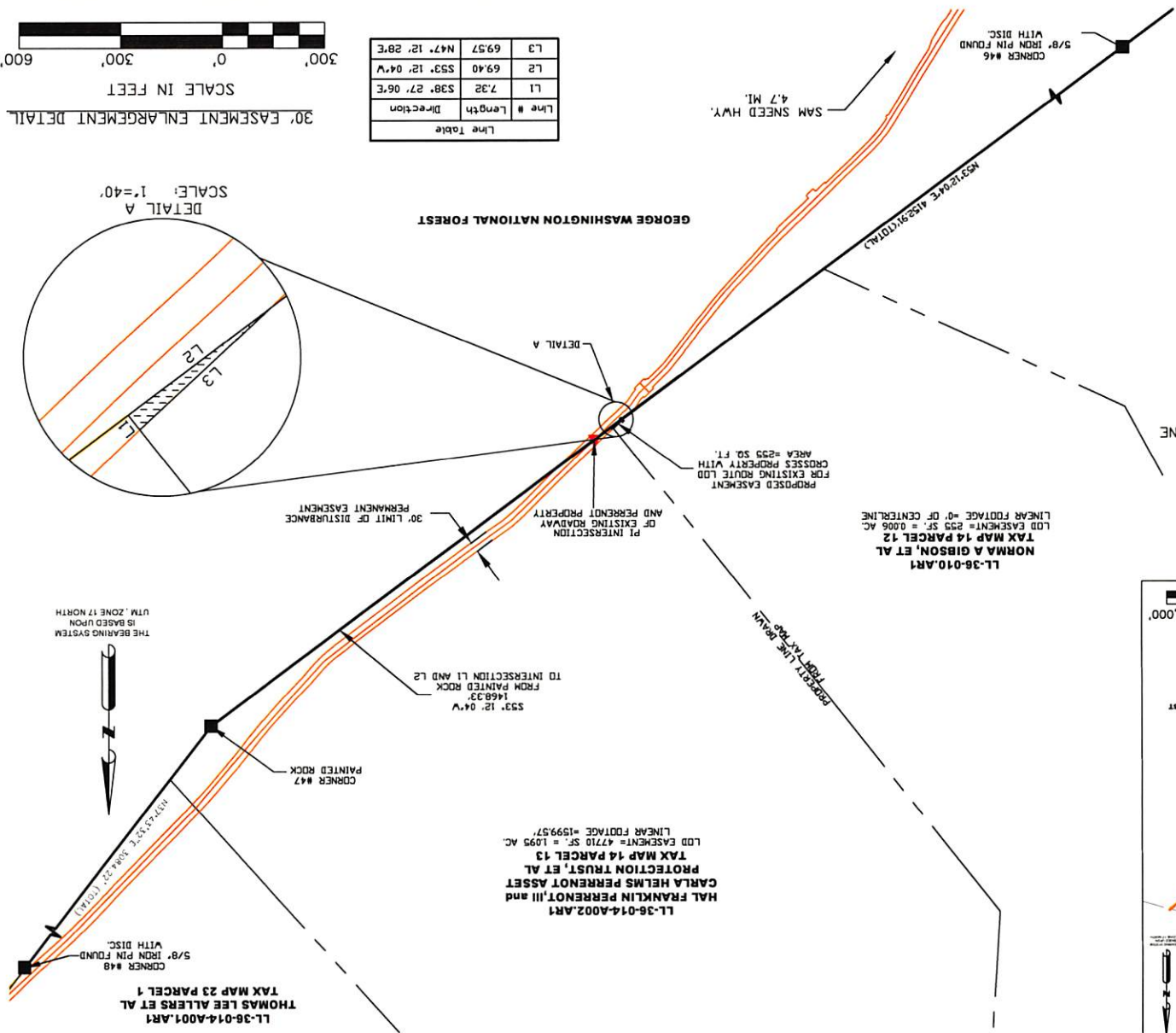
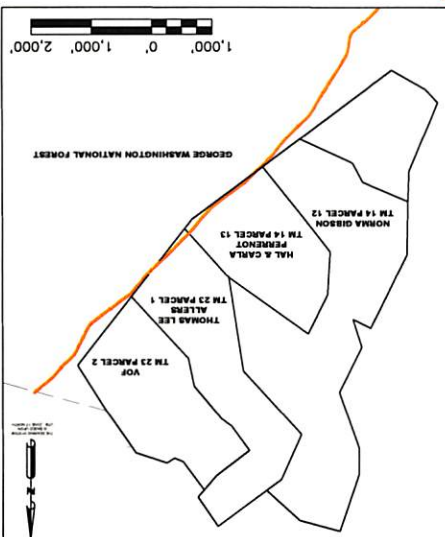
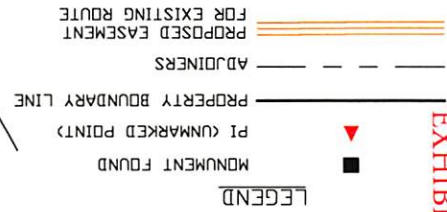
Notary Public

My commission expires: _____

(AFFIX SEAL)

Registration #: _____

- SURVEYOR'S NOTES**
1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
 2. COORDINATE SYSTEM USED FOR MAPPING AND TOPOGRAPHY - UTM WITH NAD83 DATUM, ZONE 17, US SURVEY FOOT CENTRAL MERIDIAN 81°V.
 3. THE SURVEYED PROPERTY AS SHOWN HEREON IS SUBJECT TO ALL EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD THAT MAY NOT BE SHOWN ON THIS DRAWING.
 4. RECORDS, DEEDS AND ANY OBSERVED FIELD EVIDENCE.
 5. PARCEL OWNER INFORMATION PROVIDED BY GIS AND TAX RECORDS.

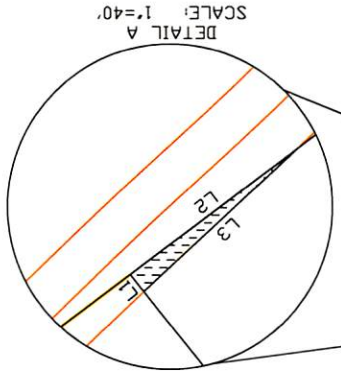


Line Table

Line #	Length	Direction
L1	7.32	S38° 27' 06"E
L2	69.40	S93° 12' 04"V
L3	69.57	N47° 12' 28"E



30' EASEMENT ENLARGEMENT DETAIL



1 OF 1

PROJECT NO: 200173
DATE: FEB. 2, 2019
SCALE: 1"=40'

DESIGNED BY: C.J.V.
CHECKED BY: T.A.T.
DRAWN BY: J.E.B.

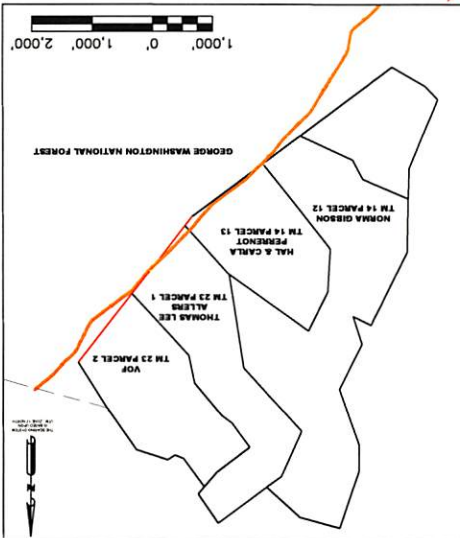
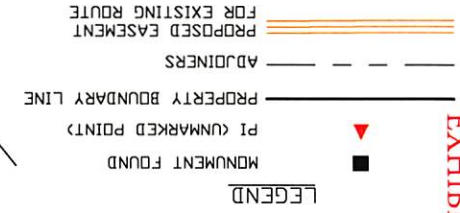
EXHIBIT FOR 30' ROUTE EASEMENT FOR DUNCAN KNOB ROAD (36-010.AR1) ACROSS PROPERTY OF NORMA GIBSON ET AL TAX MAP 14 PARCEL 12 BATH COUNTY, MICHIGAN

Atlantic Coast Pipeline
ALBERTA CLAYCOCK PIPELINE
LTD. PARTNERING WITH THE STATE OF NORTH CAROLINA TO DEVELOP A NATURAL GAS PIPELINE FROM THE SOUTHWESTERN UNITED STATES TO THE SEVENTH COAST GUARD VESSEL LANE

Environmental Resources Management
3000 W. GARDEN LANE
SUITE 200
DURHAM, NC 27709
TEL: 919.486.8000

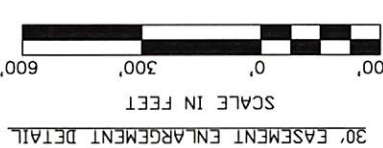
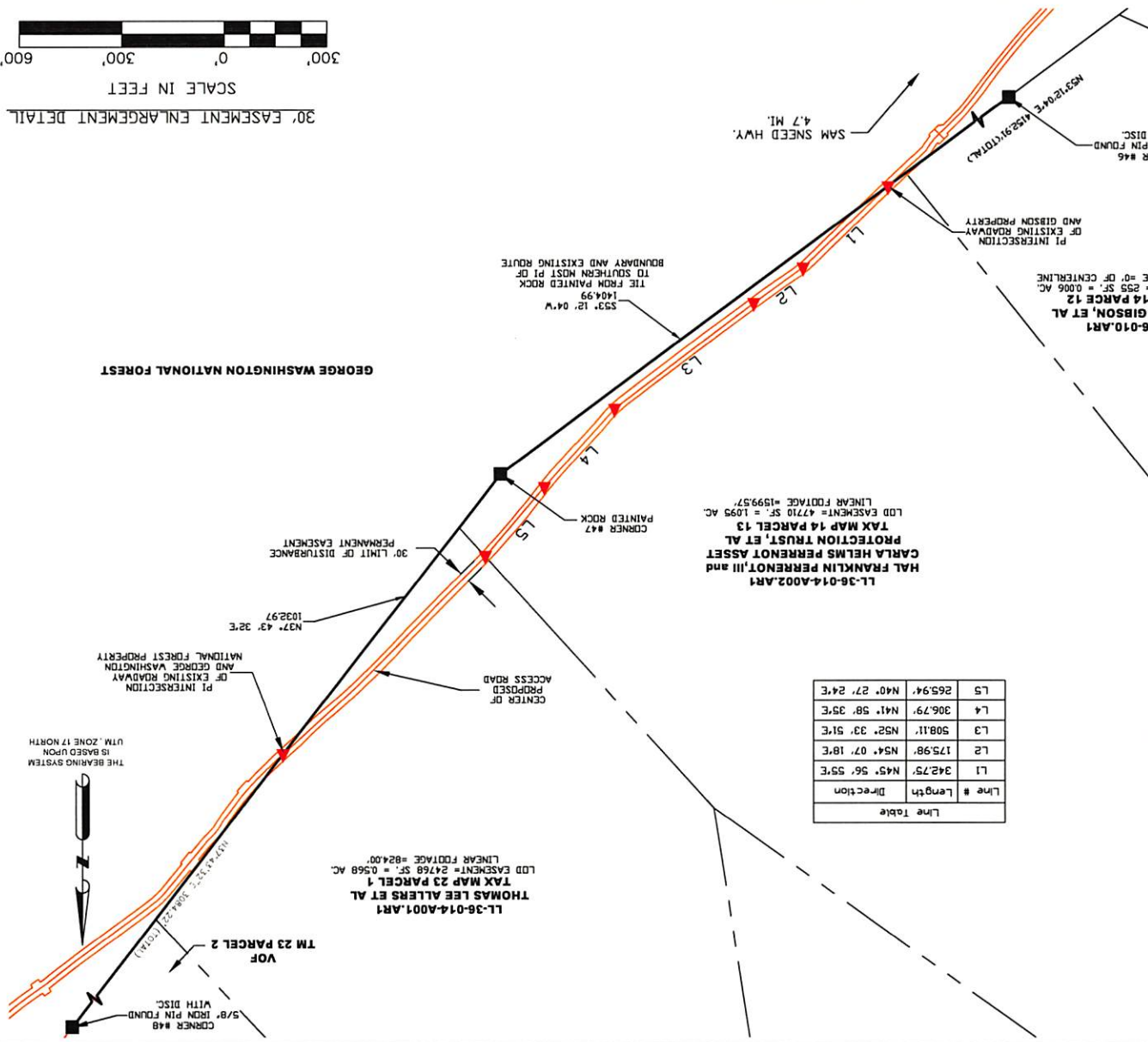
ES&S
Engineering | Architecture | Planning
www.esand.com

- SURVEYOR'S NOTES**
1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
 2. COORDINATE SYSTEM USED FOR MAPPING AND TOPOGRAPHY - UTM WITH NAD83 DATUM, ZONE 17, US SURVEY FOOT CENTRAL MERIDIAN 81°W.
 3. THE SURVEYED PROPERTY AS SHOWN HEREIN IS SUBJECT TO ALL EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD THAT MAY NOT BE SHOWN ON THIS DRAWING.
 4. PROPERTY BOUNDARIES SHOWN ARE FROM GIS, TAX RECORDS, DEEDS AND ANY OBSERVED FIELD EVIDENCE.
 5. PARCEL OWNER INFORMATION PROVIDED BY GIS AND TAX RECORDS.



Line Table

Line #	Length	Direction
L1	342.75'	N45° 56' 55"E
L2	175.98'	N54° 07' 18"E
L3	508.11'	N52° 33' 51"E
L4	306.79'	N41° 58' 35"E
L5	265.94'	N40° 27' 24"E



PROJECT NO. 2001-271
 DATE: JAN 26, 2019
 1 OF 1

DESIGNED BY: CJW
 CHECKED BY: TAT
 DRAWN BY: JEB

EXHIBIT FOR 30' ROUTE
 EASEMENT FOR DUNCAN KNOB ROAD
 (36-014-A002AR1) ACROSS PROPERTY
 OF HAL & CARLA PERENOT
 TAX MAP 14 PARCEL 13
 BATH COUNTY, VIRGINIA

Environmental Management
 200 Columbia Blvd
 Raleigh, NC 27601
 919.876.7200

Atlantic Coast Pipeline
 ALL RIGHTS RESERVED
 2019 ATLANTIC COAST PIPELINE

GRS
 Engineering & Construction | Professional
 www.grsinc.com

Exhibit "B"

This ADDENDUM to that certain Easement Agreement dated _____ by and between, NORMA ALLERS GIBSON, of 105 Giddings Avenue, Severna Park, Maryland 21146, (hereinafter called the ("Grantor") and ATLANTIC COAST PIPELINE, LLC, its successors and assigns (hereinafter called "Grantee").

With Property being located in Warm Springs District and Williamsville District, Bath County, Virginia.

All provisions herein are subordinate and subject to Federal, State and Local Regulations. Should there be a conflict between the special provisions listed herein below and the main body of that certain Easement Agreement referenced above, in all cases the special provisions listed below (subject to state, local and federal regulations) shall prevail.

Timber Stack and Chips:

Regarding trees, slash and related debris, removed from the Permanent Easement and Temporary Work Easement under this agreement ("Timbering Material"), Grantor hereby understands, approves and agrees that Grantee may, in its sole discretion and in accordance with any applicable governmental approvals, permits, laws or regulations: (i) chip and disperse Timbering Material both upon and off of the Permanent Easement and Temporary Work Easement; (ii) stack Timbering Material removed from the Permanent Easement or Temporary Work Easement both upon and off of the Permanent Easement and Temporary Work Easement; (iii) remove Timbering Material from Grantor's property altogether; and (iv) burn slash and debris on the Permanent Easement and Temporary Work Easement in accordance with permit regulations and agency consultations. Grantee agrees to coordinate with Grantor as to a location of any stacking of Timbering Material immediately adjacent to the Permanent Easement and will use commercially reasonable efforts to locate log stacks for landowner access. The final determination as to the location of any stacks of Timbering Material will ultimately be in the sole discretion of Grantee. Grantor further understands, agrees and acknowledges that Grantor will be solely responsible for any damages to the Permanent Easement or Temporary Work Easement caused by Grantor's removal of any Timbering Material following restoration of the Permanent Easement and Temporary Work Easement.

Trespass Signage:

Grantor hereby grants to Grantee the right to post no trespassing signs and enforce trespassing laws and violations on the Permanent Easement and Temporary Work Easement (however, Grantee shall not have the obligation to do so).

Dewatering Provision:

To accommodate pipeline construction and minimize potential erosion, Grantor agree(s), understand(s), acknowledge(s) and approve(s) for the Atlantic Coast Pipeline, LLC, its agents, employees and contractors ("Atlantic") to, in accordance with all applicable permits, release rain, storm and/or other surface waters collected within the trenches and/or construction-related and naturally occurring low areas across which the rights-of-way, work spaces and/or access roads of Atlantic are situated, onto the lands of the undersigned beyond/near the right-of-ways, work spaces and/or access roads to flow/disburse with the natural shape of the land away from said rights-of-way. Atlantic will generally discharge the water through a filter bag or, if volumes suggest, a straw bale filter temporarily placed upon the lands of the undersigned near the rights-of-way mentioned above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SIGNED FOR IDENTIFICATION:

GRANTOR:

NORMA ALLERS GIBSON



United States
Department of
Agriculture

Forest
Service

George Washington and Jefferson
National Forests

5162 Valleypointe Parkway
Roanoke, VA 24019
540-265-5100

File Code: 5400
Date: May 10, 2018

Gary and Jeannette Robinson
Mr. and Mrs. Robinson
909 Little Valley Rd
Warm Springs, VA 24484

Dear Mr. and Mrs. Robinson:

Thank you for your inquiry regarding the segment of Forest Service Road (FSR) #124 that crosses a small portion of your property. We have reviewed existing data for this area and have determined that the Forest Service has unwritten rights by prescription or an historical route, where FSR #124 crosses your property, these rights are not assignable to a third party such as ACP. Any approval for the use of FSR #124 from the Forest Service can only be for that area which is located on National Forest System (NFS) lands. ACP will be responsible for securing access rights across any private lands or they could propose a road realignment to adjust the road location to be completely on NFS lands.

Please refer additional questions regarding this or other matters to 1-888-603-0261 or GeorgeWashingtonAndJeffersonNationalForests-PublicAffairs@fs.fed.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Joby P. Timm". The signature is fluid and cursive, with a large initial "J" and "T".

JOBY P. TIMM
Forest Supervisor



Document Content(s)

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