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 # 45-7H

Consideration: \$ 10,595.00

EASEMENT AGREEMENT

Pipeline No.: AP 1

Tract(s): 36-052.5

THIS AGREEMENT, made and effective 12 November , 2016, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, GARY C. COFFMAN, single, of PO Box 100, Tye, TX, 79563 (hereinafter called "Grantor") hereby grants and conveys, to ATLANTIC COAST PIPELINE, LLC, a Delaware Limited Liability Company, of 120 Tredegar Street, Richmond, Virginia, 23219, its successors and assigns (hereinafter called "Grantee") permanent and temporary easements, as more fully described herein, for a right-of-way to construct, install, maintain, repair, replace, change the size of, operate and remove one natural gas pipeline, together with all appurtenant appliances and equipment, for the transportation of natural gas and its naturally-occurring constituents upon and over certain lands of Grantor situated in Williamsville District, Bath City/County, Virginia, being further described as follows:

That certain tract of land composed of 6.34 acres, more or less, located in Williamsville District, Bath County, Virginia and being all that certain 1.80 acres more particularly described in Instrument No. 140000068, further shown on plat filed in Instrument No. 080000888 and all that certain 4.547 acres more particularly described in Instrument No. 150000689, further shown on plat attached thereto of the public records of said County.

The general location, width, and other bounds of the Permanent Easement and the Temporary Work Easement conveyed herein shall be as depicted on the plat attached to this Easement Agreement as Exhibit "A", and made a part hereof. The Temporary Work Easement will be used during the initial construction and for restoration, clean-up, re-vegetation, and any repair or remediation required by initial pipeline installation. Prior to the start of initial construction on the Permanent Easement, Grantor will receive notice of the commencement of construction. The Temporary Work Easement will terminate five (5) years after the commencement of construction on the Permanent Easement.

Grantee shall have the right to modify the location of the pipeline within the Permanent Easement during initial construction.

Grantee shall have the right to use the Permanent Easement (1) to construct, install, maintain, repair, replace, change the size of, operate and remove anodes and other devices for the cathodic protection of the pipeline, and (2) to construct, install, maintain, repair, replace, change the size of, operate and remove any valves, gates, drips and other appurtenances necessary for the operation of the pipeline.

Grantee shall have the right of ingress and egress to and along the Temporary Work Easement and the Permanent Easement, and to use the Temporary Work Easement and Permanent Easement to transport pipe, vehicles, machinery, persons, equipment and other materials to and from other lands. Further, Grantee shall have the right to use any existing road(s) on the property to access the Temporary Work Easement and the Permanent Easement or to exercise any of the rights granted herein. Grantee shall repair any damage caused by its use of those roads.

Grantor hereby grants to Grantee all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including but not limited to the right (1) to clear the Permanent Easement of any and all obstructions, and (2) to clear, cut, trim, and remove all vegetation, trees, brush, and overhead branches from the Temporary Work Easement and Permanent Easement; provided that removal of trees and vegetation shall be by mechanical means only.

Grantee agrees to pay for actual damages to crops, trees and fences arising from the exercise of rights granted herein during construction and operation of pipeline, consistent with its obligations under applicable laws.

Grantor shall be entitled to the use and enjoyment of the lands covered by the Permanent Easement, subject to the rights herein granted to Grantee. Grantor shall not construct nor cause to be constructed any permanent or temporary structures or obstructions of any kind within the Permanent Easement, including but not limited to buildings, garages, sheds, pools, mobile homes, trees, poles or towers. No construction equipment or vehicles of any kind shall be stored, nor heavy machinery or equipment operated, within the Permanent Easement; provided, that nothing herein shall prohibit the use of typical farming equipment and farming activities. No earth shall be removed from or filled upon the Permanent Easement without the express written consent of Grantee. Grantor shall be responsible for complying with any state or local "one call" requirements in the event of construction on or near the Permanent Easement.

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, consistent with Grantee's obligations under applicable laws or regulations. This indemnification shall not extend to any claims which arise from the sole negligence or willful or wanton misconduct by Grantor or third parties.

All equipment, fixtures, and facilities placed on the Permanent Easement by Grantee shall be and remain the property of Grantee. Grantee shall have the right to terminate this Agreement or any portion thereof by filing a release in the same public records in which it is recorded. In the event that Grantee terminates this Agreement, in whole or part, Grantee shall have a reasonable time afterward to remove all of its equipment, fixtures, and facilities unless express permission has been received from the then-owner to abandon such items in-place. Following removal of its equipment and fixtures, Grantee shall restore the lands, as nearly as practicable, to the condition existing prior to termination.

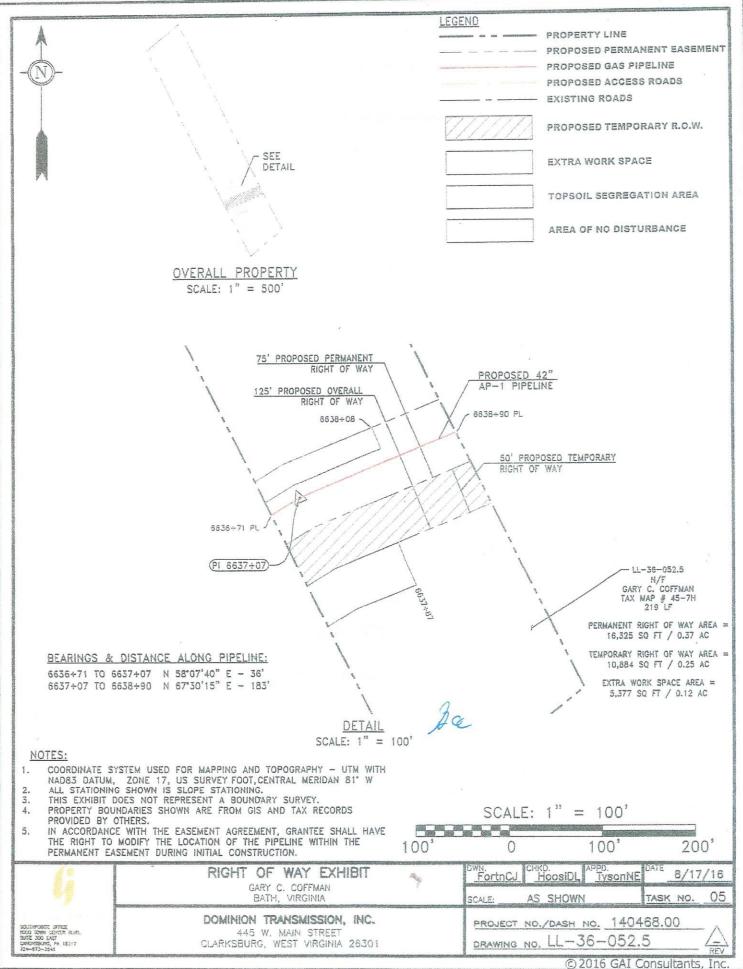
This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns.

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

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

WITNESS the signature(s) of Grantor this date.

WITNESS:	GRANTOR:
	Lang Coppus
Print Name	GARY C. COFFMAN
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STATE/COMMONWEALTH OF V	
COUNTY OF Bath to-	MC454596
personally known to me or	who appeared before me in the aforesaid jurisdiction. He/She is produced TX D.L. as
identification.	alini anbrose Contreres
	Notary Public
My commission expires: 2-28-1 Registration #: 2655519	
	ALVIN AMBROSE COUTURIER Notary Public Commonwealth of Virginia My Commission Expires February 28, 2019 Commission IDI 7655519



SOUTHEAST PIPE\CAD\MON FOREST REROUTE\DWG\PROPERTY PLATS\C140443-00-000-00-A652_PROPERTY PLAT_LL-36-052.5.DWG

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EXHIBIT "B"

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

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.

Chips

Grantee may grind and chip any timber cut during the clearing of the easement. Grantee may, at its discretion, disperse such chips onto the Permanent and Temporary Easements, and on any adjacent property owned by Grantor outside of the easement(s). Chips shall not be dispersed at a rate that exceeds 1 ton per acre. Chips may be temporarily stored in piles on the easement or adjacent property, but shall not be permanently piled or stored and must be removed, dispersed or spread.

SIGNED FOR IDENTIFICATION:

GRANTOR:

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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

MODIFICATION OF EASEMENT AGREEMENT

Pipeline No.: AP 1 Tract(s): Tract # 36-052.5 GPIN/TAX ID #: 45-7H Consideration:

of July , 2018, by and between, GARY C. COFFMAN, single, of PO Box 100, Tye, TX 79563, (hereinafter referred to as the "Grantor"); and ATLANTIC COAST PIPELINE, LLC, a Delaware limited liability company, of 120 Tredegar Street, Richmond, Virginia 23219 (hereinafter referred to as the "Grantee").

WHEREAS, Grantor executed and acknowledged an Easement Agreement on the 12th day of November, 2016, which Easement Agreement is recorded in the land records of Bath County, Virginia, in Instrument No. 160000674 (the "Easement Agreement"), and which Easement Agreement covers lands situated in Williamsville District, Bath County, Virginia, identified as Tax Parcel Number 45-7H (the "Property"); and

WHEREAS, at the request of Grantee, the Grantor has consented and agreed to modify, amend, and supplement said original Easement Agreement for the purposes provided herein.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree to modify and amend the Easement Agreement as follows:

- 1. The recitals set forth above are true and accurate and are incorporated herein by this reference.
- 2. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Easement Agreement, as amended from time to time.

- 3. The location, width, and other bounds of the permanent easement (the "Permanent Easement") and the temporary work easement (the "Temporary Work Easement") (the Permanent Easement and the Temporary Work Easement are collectively referred to as the "Easement Area") conveyed in the Easement Agreement are revised to be located as depicted on the plat attached hereto as Exhibit "A", which is incorporated herein by this reference. After initial construction has been completed, the Permanent Easement shall not exceed seventy-five feet (75') in width. Effective as of the granting of the Easement Agreement, the final location of the Permanent Easement may be further adjusted, and shall be fixed and determined by the installation of the pipeline on Grantor's property within the area of the Permanent Easement shown on Exhibit "A." The final Permanent Easement area shall be thirty-seven and one-half feet (37.5') on each side of the center of the installed pipeline. The final Temporary Work Easement shall be adjacent to the Permanent Easement and shall not exceed one hundred and twenty-five feet (125') in width from the Permanent Easement. Within a reasonable time after completion of construction on Grantor's property, Grantee will prepare a survey of the final Easement Area and develop a more precise description of the location of the Easement Area (the "Map") and record the Map in the land records of the county where Grantor's property is situated. Grantee agrees to compensate Grantor if the area of the adjusted Permanent Easement or Temporary Work Easement area exceeds the area shown on Exhibit "A" and for which Grantor has been compensated. Any additional compensation will be calculated using the same rates and methods used to calculate the compensation paid to Grantor upon the signing of this agreement and shall only include the amount by which the additional compensation, if any, exceeds the initial compensation. Grantor will NOT be required to reimburse Grantee for any amount paid as consideration for the Easement Agreement, as modified hereby, including for any acreage for which Grantor received compensation but was not ultimately included in the Permanent Easement or Temporary Work Easement shown on the Map.
- 4. 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.

- 5. 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.
- 6. 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).
- 7. If Local, State or Federally-regulated waters or wetlands (collectively and individually "Regulated Waters or Wetlands") within the Permanent Easement or Temporary Easement are disturbed by Grantee, Grantor acknowledges that Grantee may be required by law to restore and/or re-vegetate any such disturbed Regulated Waters or Wetlands, Additionally, Grantor agrees to: (a) cooperate with Grantee to ensure any such restored or re-vegetated Regulated Waters or Wetlands are maintained as required by applicable laws; (b) notify Grantee in advance of any proposed plans to disturb any Regulated Waters or Wetlands within the Permanent Easement or Temporary Easement; and (c) notify Grantee of Grantor's efforts to obtain any required permits, permit modifications and/or approvals, prior to conducting any proposed disturbance of Regulated Waters or Wetlands within the Permanent Easement or Temporary Easement. Grantor agrees that any permitting and/or disturbance of Regulated Waters or Wetlands by Grantor within the Permanent Easement or Temporary Easement, including any required mitigation and/or penalties, will be at Grantor's own risk and cost.
- 8. Prior to the commencement of construction, Grantee will test all springs and wells identified by Grantor as a water source that are located within 500 feet of the centerline of the pipeline. In order to qualify for testing, such water sources must be located on Grantor's Property, or on a property adjacent thereto for which permission and reasonable access for sampling has been given to Atlantic by the owner. Samples will be delivered to a suitable laboratory, with results provided to Grantor. Where practical, sampling will be made during all four seasons. Upon written notice from Grantor that a tested water source has been damaged as to quality or quantity during construction, post-construction tests will be performed. If those tests and a field evaluation confirms that any damage is attributable to pipeline construction, Atlantic will use reasonable and customary measures to correct it.
- 9. Any septic system that is damaged by construction of the pipeline will be repaired as near as practicable to pre-construction condition, subject to local and state regulations.
- 10. Grantor hereby grants and conveys, and to the extent necessary re-grants and re-conveys, to the Grantee permanent and temporary easements, as more fully described in the Easement Agreement, as modified by this agreement and the Map to be recorded, and made a part hereof by this reference, for a right-of-way to construct, install, maintain, repair, replace, change the size of, operate and remove one natural gas pipeline, together with all appurtenant appliances and equipment, for the transportation of natural gas and its naturally-occurring constituents upon and over the Property.

- 11. In all cases should there be a conflict between the provisions listed in this Modification of Easement Agreement and provisions of the Easement Agreement; the provisions of this Modification of Easement Agreement shall prevail.
- 12. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Easement Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Modification of Easement Agreement shall not, in any manner impair the Easement Agreement, the purpose of this Modification of Easement Agreement being simply to amend and ratify the Easement Agreement, as hereby amended and ratified, and to confirm and carry forward the Easement Agreement, as hereby amended, in full force and effect.
- 13. This Modification of Easement 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.
- 14. This instrument shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

{THIS SPACE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Modification of Easement Agreement is executed as of the date first written above.

WITNESS:	GRANTOR:
Print Name GARY C. Coffman	Lary C Coffmon GARY C. COFFMAN
•	
COMMONWEALTH/STATE OF <u>Texas</u> COUNTY/CITY OF <u>Taylor</u> / <u>Abilene</u> to-w	it:
On this, the 2 day of July , 20 <u>Gary C. Coffman</u> , as Grantor, satisfact subscribed to the within instrument, and acknowled therein contained.	
	Notary Public
My commission expires: <u>12-31-19</u> Registration #: <u>123 98446-6</u>	CARLA RIEDIGER Notary Public, State of Texas Comm. Expires 12-31-2019 Notary ID 12398446-6

GRANTEE:	
ATLANTIC COAST PIPELINE, LLC, a Delaware limited liability company	
Ву:	
Name: David W. Aman Authorized Representative	*
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COMMONWEALTH/STATE OF	v
COUNTY/CITY OF	to-wit:
On this, the day of David W. Aman, as Authorized Representative me to be the person whose name is subscribe executed the same for the purposes therein conf	, 2018, before me, a Notary Public, personally appeared for Atlantic Coast Pipeline, LLC, satisfactorily proven to d to the within instrument, and acknowledged that he/she tained.
	Notary Public
My commission expires:	(AFFIX SEAL)
Registration #:	

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