

EXHIBIT A

TRACT 36-009



N/F
 REDERICKA
 WHITELAW
 14-9A
 36-008

INSTRUMENT 200000100
 RECORDED IN THE CLERK'S OFFICE OF
 BATH COUNTY CIRCUIT COURT ON
 FEBRUARY 21, 2020 AT 01:44 PM
 N/F DENNIS M KEYSER ANNETTE T. LOAN, CLERK
 14-11A RECORDED BY: RRG
 36-009

N/F
 DENNIS M KEYSER
 14-11A
 36-009

N/F
 JAMES R & KATHERINE MCLEAN
 14-18
 36-013

PROPOSED
 PIPELINE

N/F
 WILLIAM F & LYNN S LIMPERT
 14-18C
 36-012

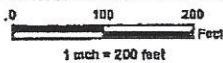
N/F
 VICTOR C AND LORA D BAUM
 14-18D
 36-012.5

LITTLE VALLEY ROAD

Dennis M Keyser

1 in = 1,250 ft

TRACT OVERVIEW



IN ACCORDANCE WITH THE EASEMENT AGREEMENT, GRANTEE SHALL HAVE THE RIGHT TO MODIFY THE LOCATION OF THE PIPELINE WITHIN THE PERMANENT EASEMENT DURING INITIAL CONSTRUCTION.

NOTES:

1. COORDINATE SYSTEM USED FOR MAPPING AND TOPOGRAPHY: UTM NAD 83 DATUM, ZONE 17, US SURVEY FT, CENT MER 81° W.
2. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
3. PROPERTY BOUNDARIES SHOWN ARE BASED UPON GIS, TAX RECORDS, DEEDS AND ANY OBSERVED FIELD EVIDENCE, PROVIDED BY OTHERS.
4. THIS MAP IS NOT A CERTIFIED SURVEY.

LEGEND

	PROPOSED PIPELINE	CROSSING DISTANCE	
	ACCESS ROAD CENTERLINE		
	PROPERTY LINE		
	PERMANENT EASEMENT		
	TEMPORARY EASEMENT		
		IMPACT AREA	
		64,383 SQ. FT.	1.48 ACRES
		149,612 SQ. FT.	3.30 ACRES
		1,325 FT.	0.25 MI.
		0 FT.	0.00 MI.

RIGHT OF WAY EXHIBIT
 DENNIS M KEYSER

ATLANTIC COAST PIPELINE, L.L.C.
 825 WHITE OAKS BOULEVARD
 BRIDGEPORT, WV 26300



DRAWN: DT
 CHECKED: JW
 APPROVED: ACP
 DATE: 10/22/19
 DATE: 10/23/19
 DATE: 10/23/18

FILE PATH: \\G:\GIS\77\GULF Property Blockchain\Public\Tract 36-009\20181020 Rev 106-000 Ref 1.mxd

Instrument No.

20-100

Date: 2-21-2020

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): 36-009
GPIN/TAX ID #: 14-11A
Consideration: \$35,000.⁰⁰

THIS MODIFICATION OF EASEMENT AGREEMENT, made and effective this 15th day of JANUARY, 2020, ~~2019~~, by and between, DENNIS M. KEYSER, a widower, of 59 Smokey Row Rd., Staunton, VA 24401, (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 26th day of June, 2018, which Easement Agreement is recorded in the land records of Bath County, Virginia, in Instrument No. 180000456 (the "Easement Agreement"), and which Easement Agreement covers lands situated in Warm Springs District, Bath County, Virginia, identified as Tax Parcel Number 14-11A (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 fifty feet (50') 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 twenty-five feet (25') 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 seventy-five feet (175') 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. 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. The Temporary Work Easement will terminate five (5) years from the date the pipeline is approved by the Federal Energy Regulatory Commission to begin commercial service.

5. 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.

6. 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.

7. 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.

8. 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.

9. This instrument shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

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

WITNESS:

GRANTOR:

Print Name _____

Dennis M. Keyser
DENNIS M. KEYSER

COMMONWEALTH/STATE OF Virginia

COUNTY/CITY OF Augusta to-wit:

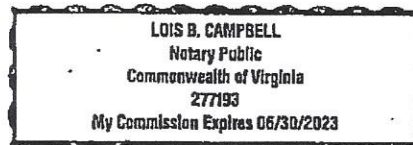
On this, the 15 day of January, ²⁰²⁰2019, before me, a Notary Public, personally appeared Dennis M. Keyser, as Grantor, satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

Lois B. Campbell
Notary Public

My commission expires: June 30, 2023

(AFFIX SEAL)

Registration #: 277193



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 # 14-11A

Consideration: \$64,642.50

EASEMENT AGREEMENT

Pipeline No.: AP 1

Tract(s): 36-009

THIS AGREEMENT, made and effective 26 June, 2018, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, DENNIS M. KEYSER, a widower, of 59 Smokey Row Road, Staunton, Virginia 24401, (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 Warm Springs District, Bath County, Virginia, being further described as follows:

That certain tract of land composed of 57.33 acres, more or less, located in Warm Springs District, Bath County, Virginia and being more particularly described by survey plat attached and made part of Instrument #110000741 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 following signatures and seals effective as of the date first above written.

WITNESS:

GRANTOR:

[Handwritten Signature]

Print Name _____

DENNIS M. KEYSER

INSTRUMENT 180000456
RECORDED IN THE CLERK'S OFFICE OF
BATH COUNTY CIRCUIT COURT ON
July 6, 2018 AT 02:27 PM
ANNETTE T. LOAN, CLERK
RECORDED BY: ATL

STATE/Commonwealth of VA
COUNTY OF Bath to-wit:

The foregoing instrument was acknowledged before me this 26 day of June, 2018,
by Dennis M. Keyser who appeared before me in the aforesaid jurisdiction. He/She is
 personally known to me or produced V.A.D.L. as
identification.

[Handwritten Signature]

Notary Public

My commission expires: 2-28-19
Registration #: 765519

(AFFIX SEAL)

ALVIN AMBROSE COUTURIER
Notary Public
Commonwealth of Virginia
My Commission Expires February 28, 2019
Commission ID# 765519

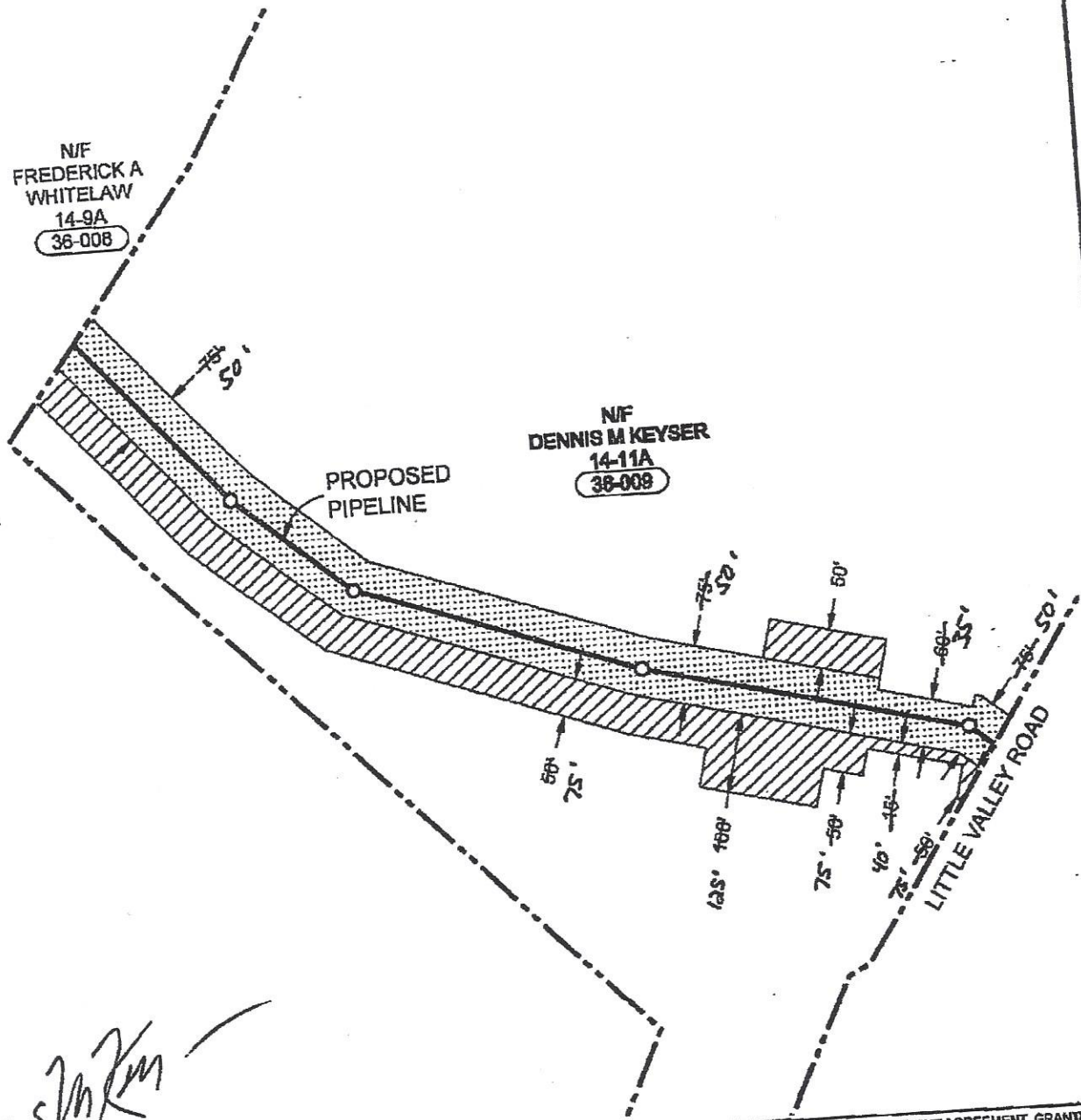
EXHIBIT A TRACT: 36-009



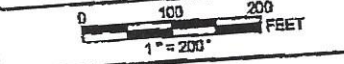
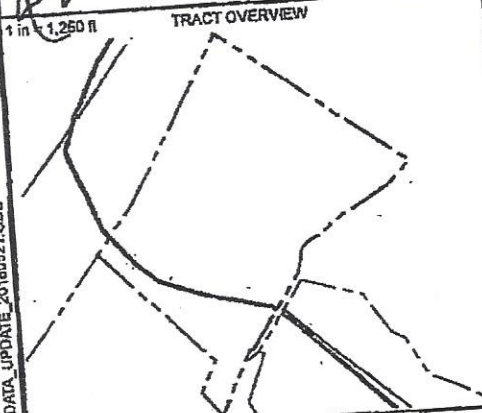
N/F
FREDERICK A
WHITELAW
14-9A
36-008

N/F
DENNIS M KEYSER
14-11A
36-009

PROPOSED
PIPELINE



Dennis M Keyser



NOTES:
1. COORDINATE SYSTEM USED FOR MAPPING AND TOPOGRAPHY: UTM, NAD83 DATUM, ZONE 17, US SURVEY FT. CENT. MER. 11" W.
2. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
3. PROPERTY BOUNDARIES SHOWN ARE BASED UPON GIS, TAX RECORDS, DEEDS, AND ANY OBSERVED FIELD EVIDENCE, PROVIDED BY OTHERS.
4. THIS MAP IS NOT A CERTIFIED SURVEY.

IN ACCORDANCE WITH THE EASEMENT AGREEMENT, GRANTEE SHALL HAVE THE RIGHT TO MODIFY THE LOCATION OF THE PIPELINE WITHIN THE PERMANENT EASEMENT DURING INITIAL CONSTRUCTION.

LEGEND		CROSSING DISTANCE
	PROPOSED PIPELINE	
	ACCESS ROAD CENTERLINE	0 FT
	PERMANENT EASEMENT	IMPACT AREA
	TEMPORARY WORKSPACE	58,600 SQ. FT 1.33 ACRES
		76,420 SQ. FT 1.75 ACRES

RIGHT OF WAY EXHIBIT
DENNIS M KEYSER

ATLANTIC COAST PIPELINE, LLC
925 WHITE OAKS BOULEVARD
BRIDGEPORT, WV 26300



GOB: REV3, DATA_UPDATE_20180521.GOB
DRAWN: LRW
DATE: 05/21/18
CHECKED: AJS
DATE: 05/21/18
APPROVED:
DATE:
NAME: 36-009_20180521_RevA.pdf
DATA: REV 3

COUNTY: BATH STATE: VA DOC #: 36-008 PAGE 1 OF 1 REV A

Exhibit "B"

This ADDENDUM to that certain Easement Agreement dated 26, June, 2018 by and between, DENNIS M. KEYSER, a widower, (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.

1. 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 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 fifty feet (50') 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 twenty-five feet (25') 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 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.

2. 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.

3. 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.

4. 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).

5. Exhibit A depicts the Permanent Easement and Temporary Work Easement and the easement boundaries set forth therein are made a binding component of the Easement Agreement. Activities or entries by Grantee beyond the easement areas depicted in Exhibit A are not permitted by the Easement Agreement without Grantor's separate permission.

6. The single natural gas pipeline permitted by the Easement Agreement shall not exceed 42 inches in inside diameter, except by separate written agreement between Grantor and Grantee.

7. The Easement Agreement shall not include the right to install appurtenant appliances or equipment, valves, drips, launchers, or any above-ground fixture, except by separate written agreement of Grantor and Grantee.

8. Grantee's right to modify the location of the pipeline within the Easement is limited to 25 feet beyond what is depicted in Exhibit A. Any additional modification of the location is not permitted except by separate written agreement between the Grantor and Grantee. If modification permitted by the Easement Agreement results in greater disturbed acreage, Grantee agrees to compensate Grantor at the same per-foot rate agreed to by the parties as compensation for the Easement Agreement and an amended Exhibit A shall be provided to Grantor and shall be recorded.

9. Indemnification of Grantor agreed to by Grantee shall extend to and shall include injuries or damages to persons or property resulting from Grantee's exercise of the rights granted in the Easement Agreement, as well as to the exercise of such rights by Grantee's agents, employees, licensees and assigns, regardless of whether such damage or claim for damage results from mistake, inadvertence, negligence, recklessness, willful or wanton misconduct, or malice of such agents, employees, licensees and assigns.

10. The Easement Agreement does not include any rights to roads, whether future or existing. Such rights shall be only by separate written agreement between Grantor and Grantee.

11. Grantee shall provide its erosion and sediment control plan to Grantor no less than 30 days prior to construction. Grantee is not restricted from reporting any violations of applicable laws or regulations, whether state or federal.

12. Grantee shall reclaim open or meadow areas such that they are still capable of being mowed or brush hogged. Grantor shall have the right to reasonably determine and verify the proper seed mix for application following construction. Grantor understands, agrees and acknowledges that any seed mix applied following construction must comply with applicable federal and state law, rules and regulations.

13. Grantee shall at its sole expense maintain the easement area such that it remains seeded and free from significant erosion as required by law, even if such maintenance requires re-seeding or other restoration methods after the initial restoration.

14. Grantee shall locate all boundary lines and Grantor shall not be responsible for providing a survey to Grantee.

15. Except in the case of emergencies, Grantee will use its best efforts to provide 48 hours' written notice to Grantor when Grantee or its agents will enter the property following the completion of construction and restoration.

16. The Easement Agreement does not include any compensation for damages to persons or property that arise or relate to accident, mistake, negligence, recklessness or intentional misconduct by Grantee or its agents during construction or maintenance of the pipeline and permanent easement area. Grantee shall be separately liable for such damages, if any.

17. Grantee shall install and maintain gates at existing fencing at the property boundaries as shown on Exhibit A. The parties shall reasonably agree on the type of gate and fencing by separate written agreement. Any fence or gate disturbed or destroyed by Grantee or its agents during construction or maintenance of the pipeline or easement area shall be replaced at Grantee's cost.

18. Any timber not removed by Grantor at the time of construction shall be cut and stacked by Grantee in reasonably agreed upon areas of the property immediately adjacent to the Temporary Work Easement or Permanent Easement. Grantor understands, agrees and acknowledges that ultimately the placement of any such timber shall be determined by Grantee in accordance with applicable laws, rules and regulations.

19. The Easement Agreement does not include sediment ponds, roads, trails, or other appurtenances, whether permanent or temporary, beyond the easement areas depicted in Exhibit A.

20. Grantee agrees in the event of complete non-use of the pipeline by Grantee or its successors or assigns for a period of three (3) consecutive years after the pipeline is placed into service, the easement granted by the Easement Agreement shall be considered abandoned. Grantee shall furnish at its expense, upon receipt of written request from Grantor, a release of the Easement Agreement. In this event, Grantee shall have the right to abandon the pipeline in place or remove the pipeline. The time during which Grantee fails to use the pipeline due to: (i) authorized acts or orders of federal or state government; (ii) strikes; or (iii) the exercise of shut-in rights under an oil and gas lease shall not be included in calculating the three (3) year period for abandonment. Grantor and Grantee understand, agree and acknowledge that any such abandonment, and the rights and obligations related thereto, are specifically subject to the approval of the abandonment by the FERC.

21. The Easement Agreement does not include any compensation for damages to persons, water resources, or property that arise or relate to accident, mistake, negligence, recklessness or intentional misconduct by Grantee or its agents during construction or maintenance of the pipeline and permanent easement area. Grantee shall be separately liable for such damages, if any.

SIGNED FOR IDENTIFICATION:

GRANTOR:


DENNIS M. KEYSER