

VIRGINIA LAND RECORD COVER SHEET  
FORM A - COVER SHEET CONTENT

Instrument Date: 6/21/2018  
Instrument Type: AGM  
Number of Parcels: 1 Number of Pages: 7  
 City  County

BATH  
TAX EXEMPT? VIRGINIA/FEDERAL LAW

Grantor: \_\_\_\_\_  
 Grantee: \_\_\_\_\_  
Consideration: \$5,000.00  
Existing Debt: \$0.00  
Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):  
Original Principal: \$0.00  
Fair Market Value Increase: \$0.00

Original Book Number: \_\_\_\_\_ Original Page Number: \_\_\_\_\_ Original Instrument Number: \_\_\_\_\_

Prior Recording At:  City  County

Percentage In This Jurisdiction: 100%

BUSINESS / NAME

1  Grantor: CLAYBORNE, LARRY W  
2  Grantor: CLAYBORNE, LARRY WAYNE AKA  
1  Grantee: ATLANTIC COAST PIPELINE, LLC  
 Grantee: \_\_\_\_\_

GRANTEE ADDRESS

Name: ATLANTIC COAST PIPELINE, LLC  
Address: \_\_\_\_\_

City: \_\_\_\_\_ State: VA Zip Code: \_\_\_\_\_

Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_ Instrument Number: \_\_\_\_\_

Parcel Identification Number (PIN): N/A Tax Map Number: 45-7G

Short Property Description: WILLIAMSVILLE

Current Property Address: \_\_\_\_\_

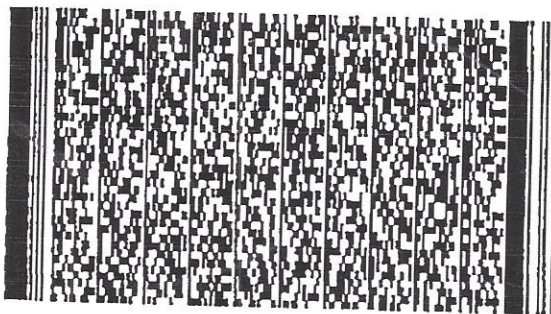
City: N/A State: VA Zip Code: N/A

Instrument Prepared By: ATLANTIC COAST PIPELINE, LLC Recording Paid By: ATLANTIC COAST PIPELINE, LLC

Recording Returned To: DOYLE LAND SERVICES, INC.

Address: PO BOX 1527

City: WAYNESBORO State: VA Zip Code: 22980



Instrument No. 18-457  
Date: 7/6/18

INSTRUMENT 18000457  
RECORDED IN THE CLERK'S OFFICE OF  
BATH COUNTY CIRCUIT COURT ON  
July 6, 2018 AT 02:29 PM  
ANNETTE T. LOAN, CLERK  
RECORDED BY: ATL

(Area Above Reserved For Deed Stamp Only)

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  
GPIN/TAX ID #: 45-7G  
Consideration: \$5,000.00

**THIS MODIFICATION OF EASEMENT AGREEMENT**, made and effective this 21<sup>st</sup> day of June, 2018, by and between, LARRY W. CLAYBORNE, a/k/a LARRY WAYNE CLAYBORNE, married, dealing in his sole and separate property, of 8749 Deerfield Rd., Millboro, VA 24460, (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 6<sup>th</sup> day of October, 2016 which Easement Agreement is recorded in the land records of Bath County, Virginia, in Instrument No. 160000575 (the "Easement Agreement"), and which Easement Agreement covers lands situated in Williamsville District, Bath County, Virginia identified as Tax Parcel Number 45-7G (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 fifty feet (150') 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. 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.
9. 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.
10. 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.

11. 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.
12. 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}

GRANTEE:

ATLANTIC COAST PIPELINE, LLC,  
a Delaware limited liability company

By: David W. Aman

Name: David W. Aman  
Authorized Representative

COMMONWEALTH/STATE OF Virginia  
COUNTY/CITY OF Augusta to-wit:

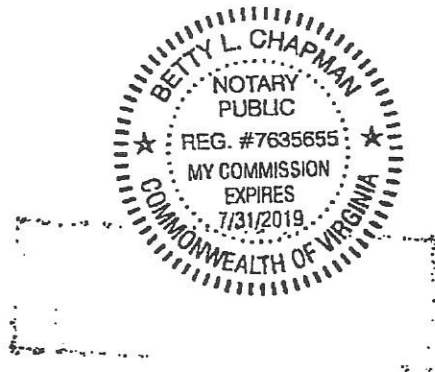
On this, the 23<sup>rd</sup> day of June, 2018, before me, a Notary Public, personally appeared David W. Aman, as Authorized Representative for Atlantic Coast Pipeline, LLC, satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

Betty L. Chapman  
Notary Public

My commission expires: 7/31/2019

Registration #: 7635655

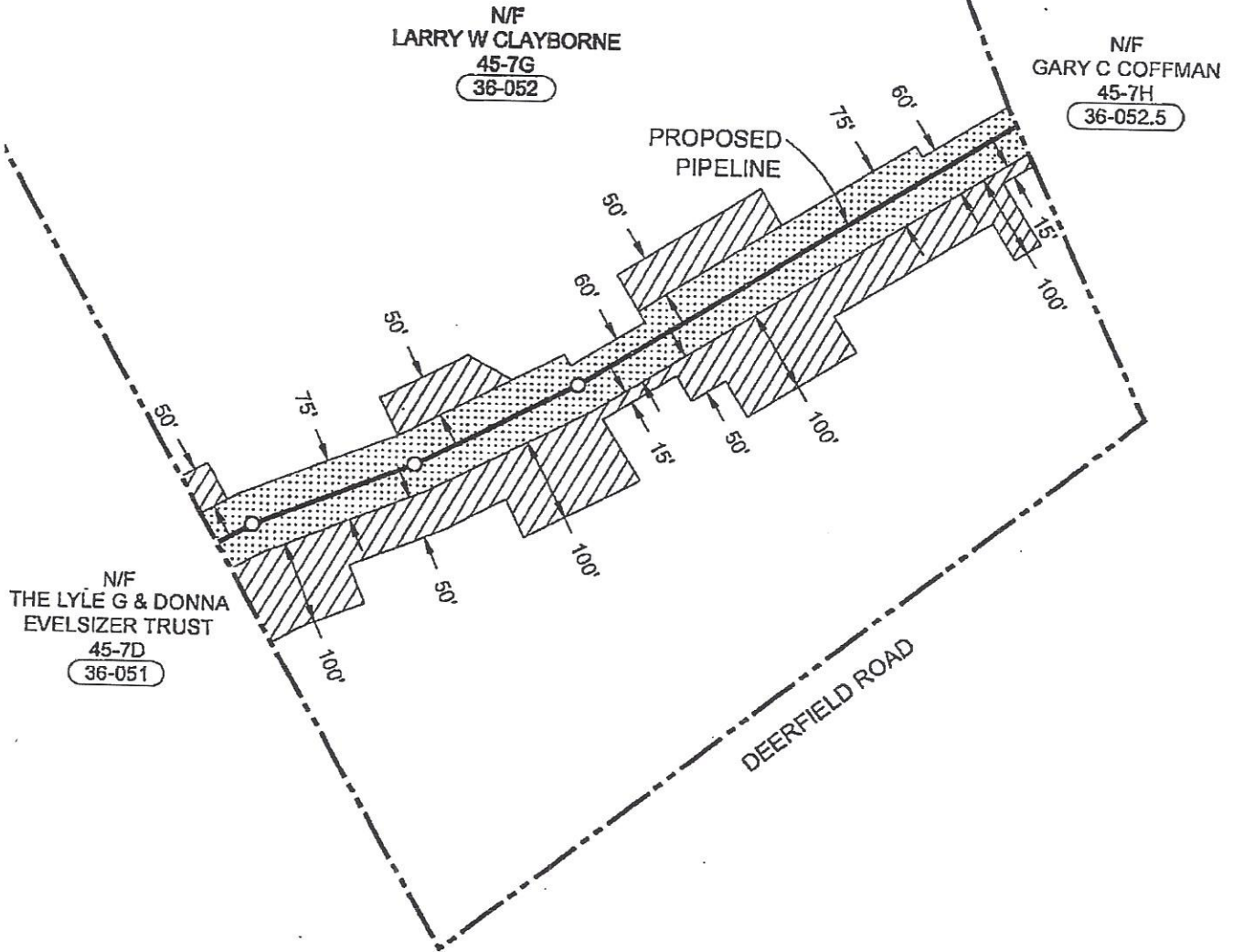
(AFFIX SEAL)



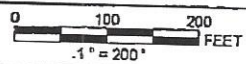
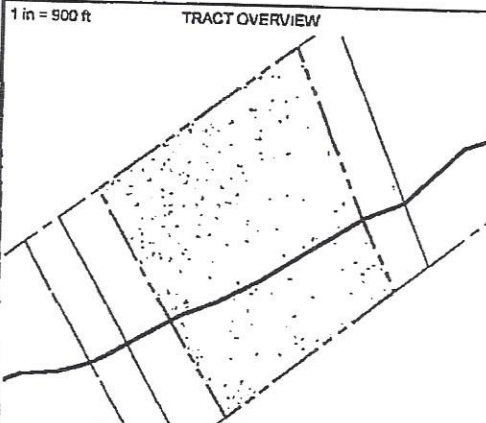


**EXHIBIT A**  
**TRACT: 36-052**

Jun 5, 2018



*L.W.C*



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, NAD83 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		CROSSING DISTANCE
	PROPOSED PIPELINE	
	EI	
	ACCESS ROAD	
	CENTERLINE	0 FT
	PROPERTY LINE	
	PERMANENT EASEMENT	IMPACT AREA
		77,010 SQ. FT 1.768 ACRES
	TEMPORARY WORKSPACE	89,630 SQ. FT 2.058 ACRES

**RIGHT OF WAY EXHIBIT**  
**LARRY W CLAYBORNE**

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



DRAWN: AJS DATE: 05/31/18	CHECKED: DTO DATE: 06/04/18	APPROVED: ACP DATE: 06/04/18
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NAME: 36-052_20180505_Rev0.pdf	PAGE 1 OF 1	COUNTY: BATH	STATE: VA	DOC #: 36-052	REV 0
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GDB:REV3\_DATA\_20180504.GDB

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

WITNESS:

GRANTOR:

\_\_\_\_\_  
Print Name \_\_\_\_\_

*Larry W Clayborne*

LARRY W. CLAYBORNE, a/k/a  
LARRY WAYNE CLAYBORNE

COMMONWEALTH/STATE OF Virginia  
COUNTY/CITY OF Augusta to-wit:

INSTRUMENT 180000457  
RECORDED IN THE CLERK'S OFFICE OF  
BATH COUNTY CIRCUIT COURT ON  
July 6, 2018 AT 02:29 PM  
ANNETTE T. LOAN, CLERK  
RECORDED BY: ATL

On this, the 21<sup>st</sup> day of June, 2018, before me, a Notary Public, personally appeared Larry W. Clayborne 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.

*Anthony E. Dobyk*

Notary Public

*I was commissioned as Notary Public as E. Anthony Dobyk*

My commission expires: 7/31/2018

Registration #: 7599563

