

19.373 ACRES +/- NOTTOWAY COUNTY, VA

ASKING PRICE: \$44,000



REPRESENTED BY:

JEFFREY S. HUFF
ALC, FORESTER
804-750-1207

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ATLANTIC COAST PIPELINE
(PROJECT CANCELLED —
JULY 2020)

PROPERTY DESCRIPTION

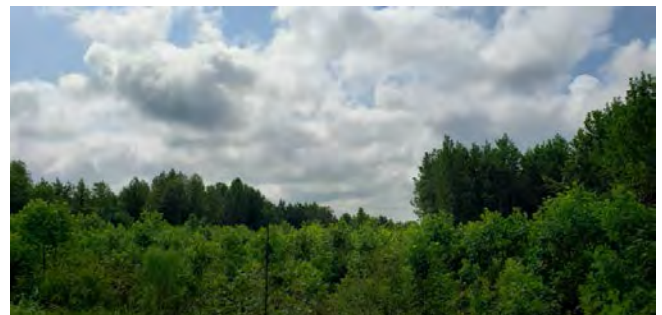
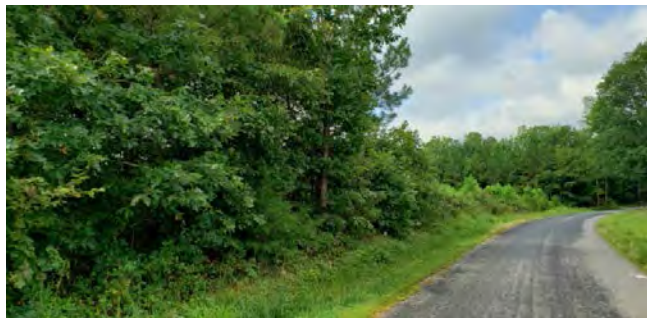
The subject property is shown on Nottoway County Tax Map records as parcel number 10-78. According to the tax records the subject property contains 19.373 Acres +/- . It is a portion of the land described in Deed Book 237 on Page 64. A review of the Nottoway County Tax Records indicates the following:

| <u>Tax Map Number</u> | <u>Acreage</u> | <u>Assessment</u> |
|-----------------------|----------------|--------------------|
| 10-78 | 19.373 | \$58,100 Land Only |

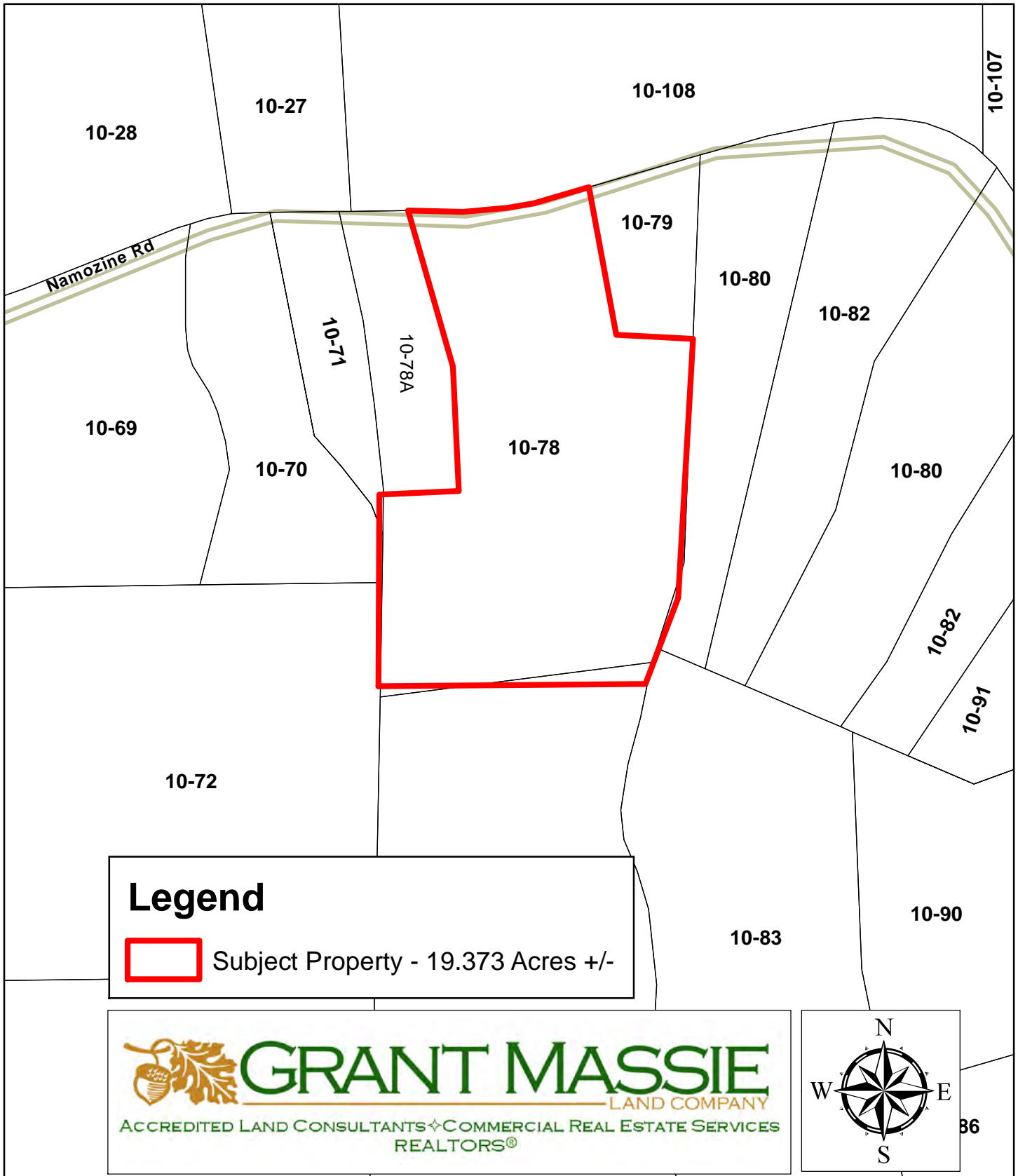
The subject property is currently zoned Agricultural. There are approximately 450 feet +/- of road frontage on State Route 615 (Namozine Road).

Approximately 3.8 acres was cleared for the permanent and temporary easement for the **now cancelled** Atlantic Coast Pipeline project which has currently grown into brush. The balance of the land is in 13-year old planted pines.

The subject property is encumbered by an Easement Agreement for the Atlantic Coast Pipeline per Instrument # 170000384. **NOTE: The Atlantic Coast Pipeline Project was cancelled in July 2020.**

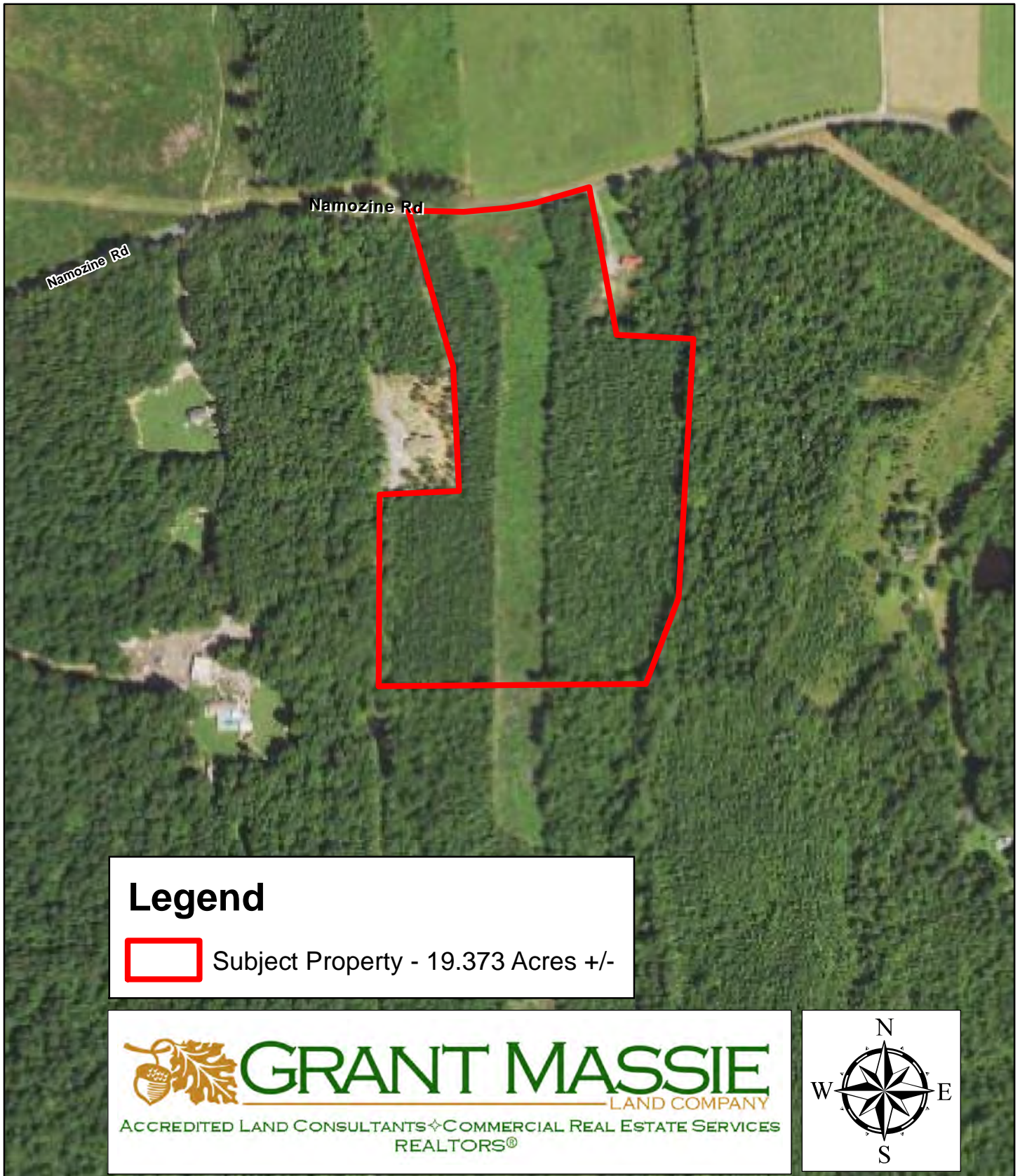


TAX MAP



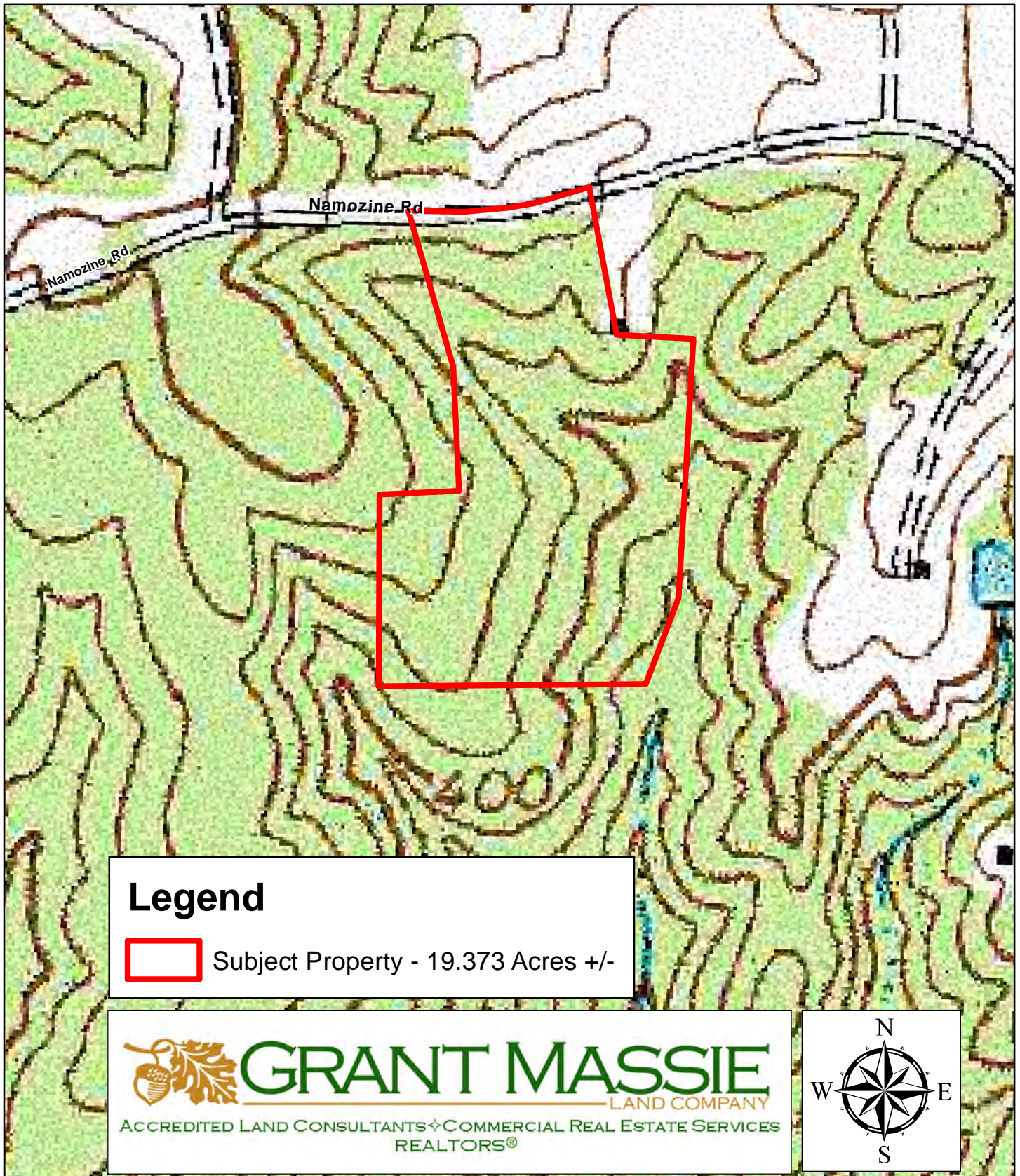
ALL INFORMATION DEEMED RELIABLE, BUT NOT GUARANTEED

AERIAL PHOTOGRAPH



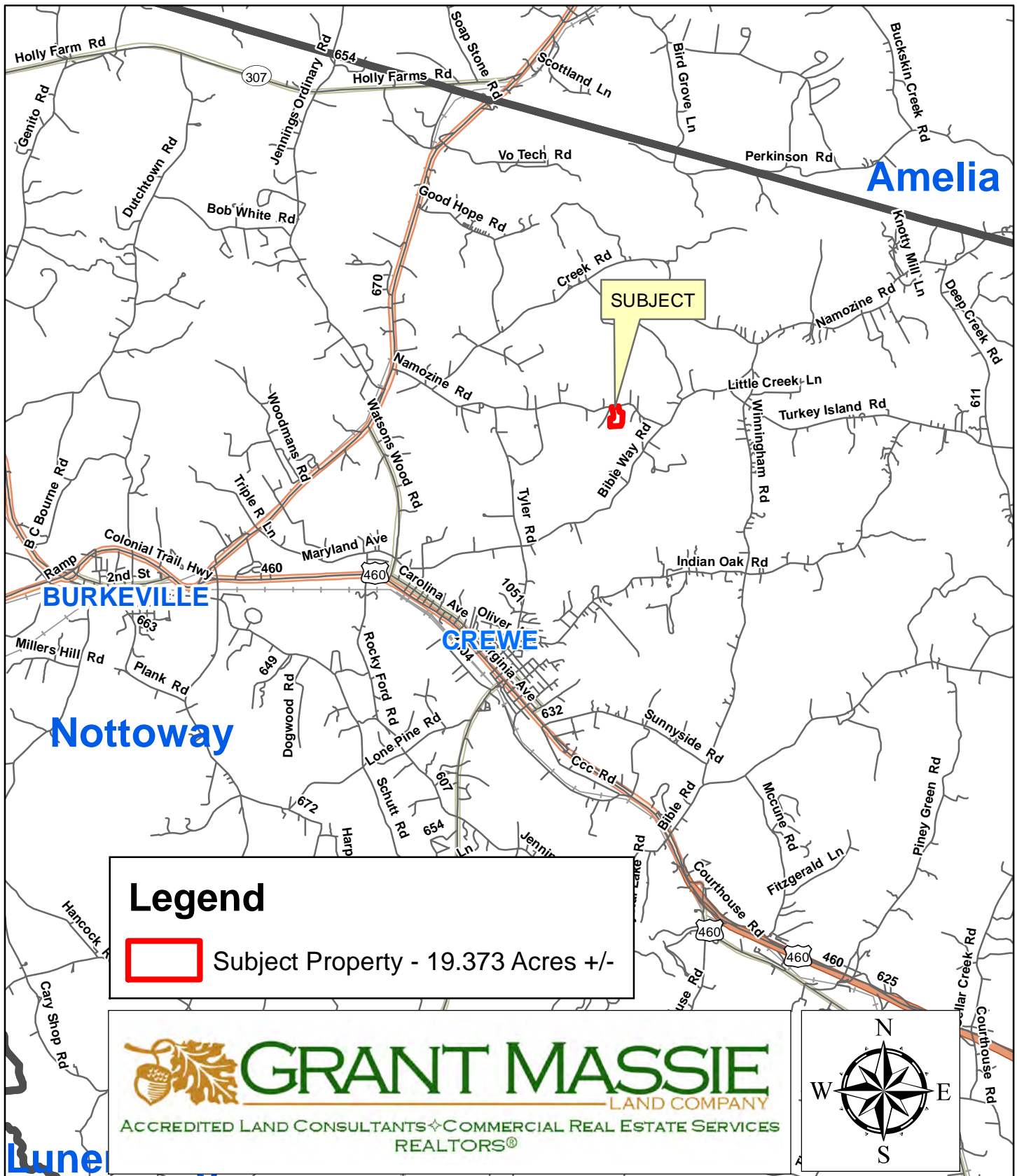
ALL INFORMATION DEEMED RELIABLE, BUT NOT GUARANTEED

TOPOGRAPHIC MAP



ALL INFORMATION DEEMED RELIABLE, BUT NOT GUARANTEED

LOCATION MAP



ALL INFORMATION DEEMED RELIABLE, BUT NOT GUARANTEED

BOOK 497 PAGE 070

#17-384
\$ 19.00
3-20-17

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 1208
Colonial Heights, VA 23834

GPIN/TAX ID # 10-78

Consideration: \$7540.00

EASEMENT AGREEMENT

Pipeline No.: AP 1

Tract(s): 12-036

THIS AGREEMENT, made and effective March 7, 2017, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, JACKIE A. GREEN-AUGUST, of 3204 Sagestone Dr. Apt. 5117, Fort Worth, TX 76177 (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 Blendon Magisterial District, Nottoway County, Virginia, being further described as follows:

That certain tract of land composed of 19.793 acre(s), more or less, located in Nottoway County, Virginia and being more particularly described as 25 acres, being Lot 1 in Book 15, Page 192, of the public records of said County; less and except, a certain tract

containing 3.207 acres, more or less, as described in Book 440, Page 385, Instrument 100000385A of the public records; less and except, a certain tract containing 2.0 acres, more or less, as described in Book 284, Page 860, of the public records.

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.

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

See addendum attached hereto for additional provisions to this agreement.

[Signatures and Acknowledgements to follow.]

BOOK 497 PAGE 073

WITNESS the signature(s) of Grantor this date.

WITNESS:

GRANTOR:

Jackie A. Green-August Jackie A. Green-August

Print Name:

JACKIE A. GREEN-AUGUST

STATE OF Texas

COUNTY/CITY OF TARRANT to-wit:

The foregoing instrument was acknowledged before me this 7 day of march, 2017, by JACKIE A. GREEN-AUGUST, who appeared before me in the aforesaid jurisdiction. He/She is ☒ personally known to me or ☐ produced _____ as identification.

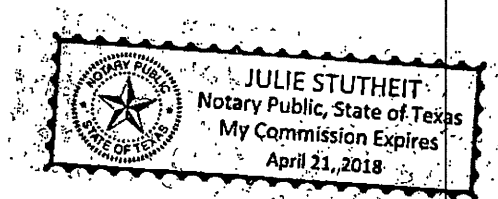
Julie Stutheit

Notary Public

My commission expires: 4-21-18

(AFFIX SEAL)

Registration #: 12824562-9



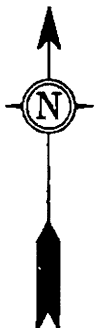
BEARINGS & DISTANCE ALONG PIPELINE:

12564+86 TO 12567+25 S 24°17'32" E - 239'
 12567+25 TO 12572+34 S 01°07'14" W - 509'
 12572+34 TO 12576+71 S 01°23'27" E - 437'

EXHIBIT "A"

BOOK 497 PAGE 074

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.

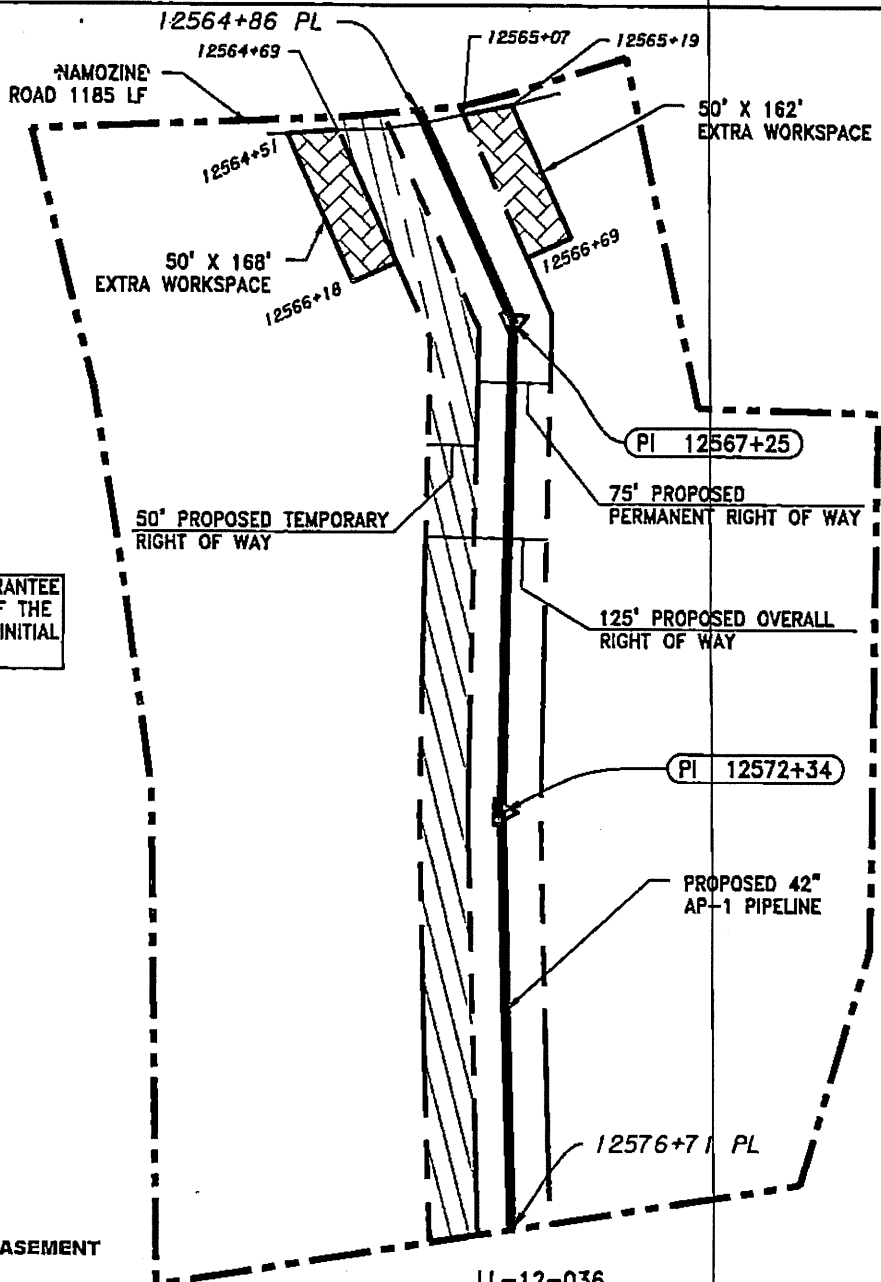


LEGEND

| | |
|--|-----------------------------|
| | PROPERTY LINE |
| | PROPOSED PERMANENT EASEMENT |
| | PROPOSED GAS PIPELINE |
| | EXTRA WORK SPACE |
| | PROPOSED TEMPORARY R.O.W. |
| | AREA OF NO DISTURBANCE |
| | TOPSOIL SEGREGATION AREA |

NOTES:

- COORDINATE SYSTEM USED FOR MAPPING AND TOPOGRAPHY - UTM WITH NAD83 DATUM, ZONE 17, US SURVEY FOOT, CENTRAL MERIDIAN 81° W
- ALL STATIONING SHOWN IS SLOPE STATIONING.
- THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
- PROPERTY BOUNDARIES SHOWN ARE FROM GIS AND TAX RECORDS PROVIDED BY OTHERS.






LL-12-036
 N/F
 JACKIE A GREEN-AUGUST
 TAX MAP # 10-78
 INST # 1400000112
 1185 LF

PERMANENT RIGHT OF WAY AREA = 88,775 SQ FT / 2.04 AC
 TEMPORARY RIGHT OF WAY AREA = 59,319 SQ FT / 1.36 AC
 EXTRA WORK SPACE AREA = 15,787 SQ FT / 0.36 AC

SCALE: 1" = 200'



| | | | | | | |
|---|---|--|------------------------------|--------------------|-------------------------------------|--|
|  gai consultants <small>SOUTHPOINTE OFFICE 6000 TOWN CENTER BLVD. CLARKSBURG, PA 15317 724-673-3543</small> |  KEYSTONE <small>CONSULTANTS, INC.</small> <small>32 EAST MAIN ST. CARNEGIE, PA 15106 412-278-2100</small> | RIGHT OF WAY EXHIBIT JACKIE A GREEN-AUGUST NOTTOWAY COUNTY, VIRGINIA | DWN. <u>BBL</u> | CHKD. <u>DLH</u> | APPD. <u>NET</u> | DATE <u>9/14/15</u> |
| | | | SCALE: <u>AS SHOWN</u> | TASK NO. <u>01</u> | | |
| | | ATLANTIC COAST PIPELINE, LLC C/O DOMINION TRANSMISSION INC. 445 W. MAIN STREET CLARKSBURG, WEST VIRGINIA 26301 | | | PROJECT NO./DASH NO. <u>C140468</u> | |
| | | | DRAWING NO. <u>LL-12-036</u> | | |  REV |

ADDENDUM

This ADDENDUM to that certain Easement Agreement dated March 7, 2017 by and between JACKIE A. GREEN-AUGUST, (hereinafter called the ("Grantor")) and ATLANTIC COAST PIPELINE, LLC, its successors and assigns (hereinafter called "Grantee"). All provisions herein are subordinate and subject to Federal, State and Local Regulations.

With Property being located in Blendon Magisterial District, Nottoway 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.

1. 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 but must be removed, dispersed or spread.

INSTRUMENT 170000384
RECORDED IN THE CLERK'S OFFICE OF
NOTTOWAY ON
March 20, 2017 AT 03:49 PM
JANE L. BROWN, CLERK
RECORDED BY: KJH

Karitra G. Nartull, OC