



ROAD RIGHT OF WAY AND EASEMENT AGREEMENT

This **ROAD RIGHT OF WAY AND EASEMENT AGREEMENT** ("Agreement") is made and entered into this 25 day of OCTOBER, 2016, by and between **HS TEJAS, LTD, A TEXAS LIMITED PARTNERSHIP** of PO Box 1350, Santa Rosa Beach, FL 32459-1350 ("Grantor"), and **Mountain Valley Pipeline LLC**, a Delaware limited liability company, with an address of 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222 ("Grantee")

For and in consideration of the sum of one dollar (\$1.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey, with covenant of General Warranty, to Grantee a perpetual right of way and easement (together with all necessary or convenient rights including ingress and egress thereto) in the location depicted on "Exhibit A" to construct, use, maintain, upgrade, replace, alter, improve, protect (including the setting of gates), and repair a road (the "Road" as marked on "Exhibit A") on and across certain real property owned by Grantor located in Shawsville Magisterial and Mount Tabor Magisterial Districts, Montgomery County, Virginia, which lands or part thereof were conveyed to Grantor (1) Virginia Richardson Martin by General Warranty Deed dated October 13, 2006, and recorded in Document Number 2006011941 in Montgomery County, Virginia, being Tax ID#(s): 002853, 160246, 160244, 160245, 160243, 160242, 160240 & 160241, from (2) Paul M. Goad & Warren E. Radford, LLC, a Virginia Limited Liability Company, and HS Tejas, LTD., a Texas Limited Partnership by General Warranty Deed dated June 14, 2011, and recorded in Document Number 2011004581 in Montgomery County, Virginia, being Tax ID#: 002853, from (3) Jason Bedillion and John Bedillion by General Warranty Deed dated April 30, 2014, and recorded in Document Number 2014002809 in Montgomery County, Virginia, being Tax ID#: 002853 and from (4) William Moscovic Lumber Company by General Warranty Deed dated October 06, 2006, and recorded in Document Number 2006011939 in Montgomery County, Virginia, being Tax ID#(s): 002853, 160248, 160247, 160246, 160244, 160245, 160243, & 160242, and from (5) Virginia Richardson Martin by General Warranty Deed dated May 26, 2015, and recorded in Document Number 2015003903 in Montgomery County, Virginia, being Tax ID#(s): 015957 & 210207 (the "Property"). The Road's centerline is marked and described on Exhibit A attached hereto.

1. Grantor specifically agrees that Grantee may use the Road as necessary or convenient to facilitate its current and future operations wherever located, including use for access to any other properties. It is further agreed and understood by Grantor, by way of example and not by way of limitation of the foregoing, that the Road may be used for the transportation of pipe, machinery, rigs, equipment and all other supplies or equipment necessary or useful for the construction, installation, operation and maintenance of pipelines or other equipment or facilities used and useful to Grantee's operations or business or for the transporting of oil, gas or other products.
2. The perpetual right of way and easement shall be of sufficient width to accommodate any and all operations of, and uses necessary or convenient to Grantee, but the Road Easement shall be no less than forty (40) feet in width for all activities related to constructing, maintaining, upgrading, replacing, altering, improving, protecting, and repairing the Road.
3. It is further agreed that Grantee is granted and conveyed a temporary workspace(s) right of way and easement in the location depicted on Exhibit A (which shall expire upon final completion of the construction and reclamation of the Pipeline and affected areas).
4. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs and administrators and executors.
5. The grant of the said right of way and easement shall not exclude Grantor from enjoying and using said lands as heretofore used in any way that does not interfere with the said use of the right of way and easement herein granted for the purposes aforesaid.
6. Grantee shall have the right to maintain said Road by keeping it free from all trees, limbs, undergrowth and brush which, in the judgment of the Grantee, might interfere with the construction, use, maintenance, upgrading, replacement, alteration, improvement, protection, repair, or safety of such Road.

 **COPY**

7. Grantor shall not place or permit to be placed any obstruction on or over the right of way and easement, including but not limited to buildings, mobile homes, garages, sheds, trees, vehicles or other items that could impede access to the Road.

8. It is hereby understood that no agreement or representation concerning this Agreement shall be binding on the Grantee unless expressed in a writing signed by the Grantee; and any agreements or representations, verbal or written, made by any person on behalf of either the Grantor or the Grantee not contained in this instrument are unauthorized and do not bind the parties. This instrument may be executed in one or more counterparts, each of which will be deemed to be an original copy of this instrument and all of which will be deemed to comprise one single instrument. This right of way and easement shall run with the land and shall remain in force and effect until released and relinquished by the Grantee back to the Grantor, in writing.

9. The Grantor herein declares that the value of the interest in the real estate transfer herein, to the best of their knowledge and belief is ~~_____~~

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date set forth above.

GRANTOR(S):

HS TEJAS, LTD, A TEXAS LIMITED PARTNERSHIP

~~_____~~

By: ~~_____~~

Its: MANAGER

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF WALTON

§
§

~~Elizabeth B. Tilley~~ a Notary Public in and for said County and State, certify that MANAGER being duly authorized to act for and on behalf of HS Tejas, LTD, a Texas Limited Partnership, and being personally known to me to be the same person who signed above, appeared before me today in said State and County, and acknowledged and delivered the instrument to be their free act and deed.

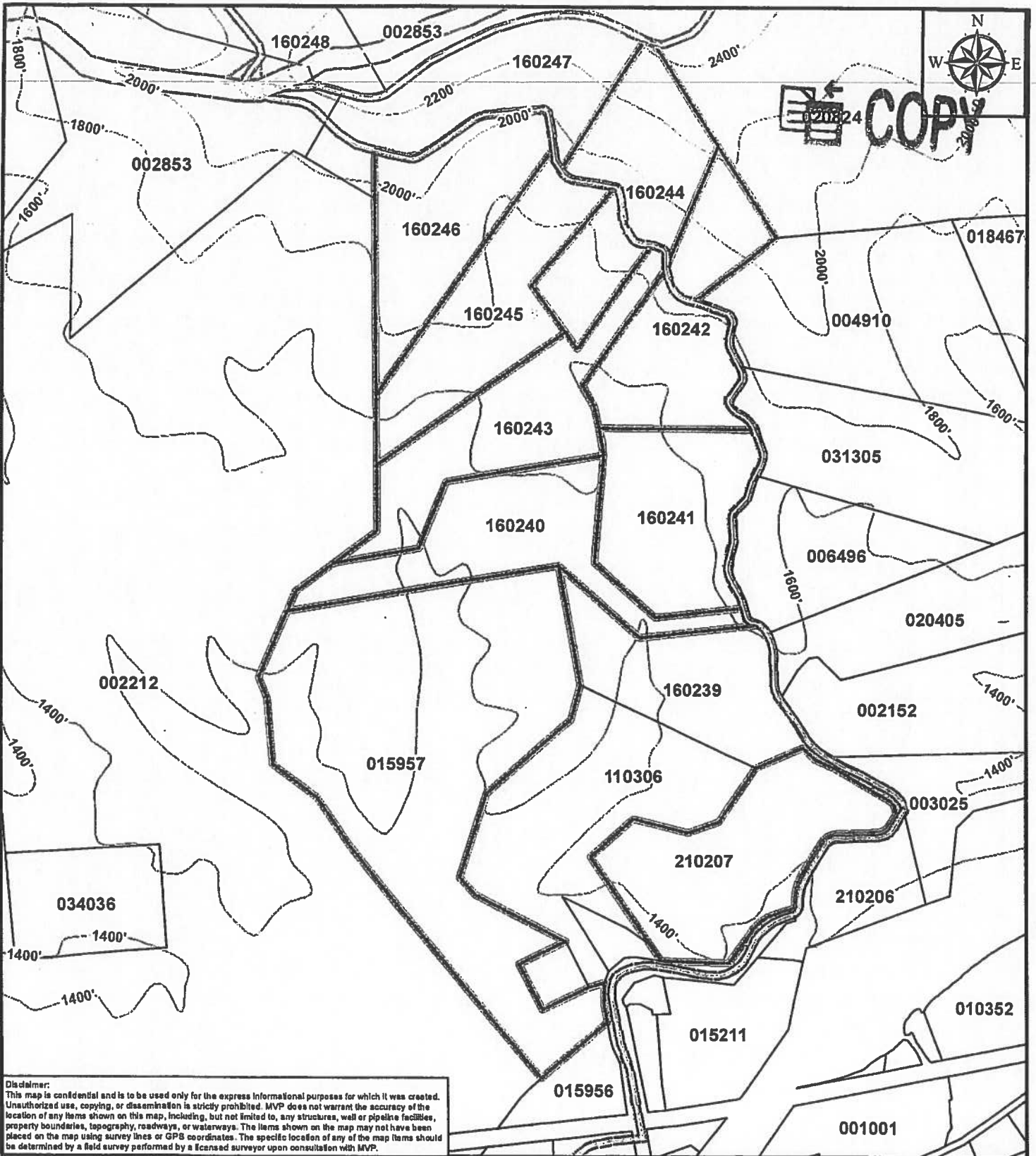
Given under my hand this 25th of October, 2016.

My Commission expires: _____

Elizabeth B. Tilley
Notary Public
Elizabeth B. Tilley

[SEAL]





Disclaimer:
 This map is confidential and is to be used only for the express informational purposes for which it was created. Unauthorized use, copying, or dissemination is strictly prohibited. MVP does not warrant the accuracy of the location of any items shown on this map, including, but not limited to, any structures, well or pipeline facilities, property boundaries, topography, roadways, or waterways. The items shown on the map may not have been placed on the map using survey lines or GPS coordinates. The specific location of any of the map items should be determined by a field survey performed by a licensed surveyor upon consultation with MVP.

Mountain Valley PIPELINE
 89 Cambridge Place Bridgeport, WV 26330

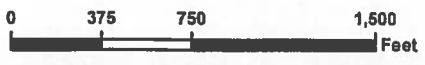
EXHIBIT A

Tax Map:
 015957, 160240, 160241,
 160242, 160243, 160244,
 160245, 160246, 210207

Location: Montgomery County, VA
 Printed By: smelt on 10/24/2016

Legend

MVP MLV	Access Road	MVP ATWS
MLV Site	MVP Centerline	Easement R/W



Grantor: *John Little for HSTexas* (None)

ADDENDUM TO DAMAGE RELEASE
(LAND OPERATION WORKSHEET)



COPY

002853, 160247,
160248, 160246,
160244, 160245,
160243, 160242,
160241, 015957,

Type of Work: Pipeline Pipeline Footage: 6,461 Tax Map ID #(s): 160240 & 210207
HS Tejas, LTD, a Texas Limited
Surface Owner: Partnership Land Agent: Sean Jenkins

As additional consideration for the execution of a Prepaid Damage Release and a Right of Way and Easement Agreement (the "ROW Agreement"), dated October 25, 2016 between MOUNTAIN VALLEY PIPELINE, LLC ("MVP") and Landowner (as the same are defined below), the parties agree that during or promptly after MVP's initial construction of the Pipeline (as defined in the ROW Agreement), MVP will undertake the following actions:

1. All brush, tree tops and slash less than 8" in diameter that MVP cuts during construction in the easement area shall be windrowed or burned on the easement area by MVP (at its option), subject to local ordinances and other regulatory agencies.
2. All trees over 8" in diameter that MVP cuts during construction in the easement area shall be cut to tree length and stacked along the easement area for Landowner's use.
3. All tree stumps that MVP creates by cutting trees during its construction on the easement area will be buried on the easement area, ground or removed by MVP (at its option), subject to local ordinances and other regulatory agencies.
4. In crop fields (if any) that the easement area crosses, all stones that are 4" in diameter or larger in the easement area will be buried on the easement area or removed by MVP (at its option).
5. Residential lawns (if any) that the easement area crosses will be restored to the condition they were in prior to initial construction, hand raked, limed, fertilized, mulched and reseeded with lawn seed.
6. The surface of the easement area will be restored to its original contour, limed, fertilized, seeded and mulched in accordance with the Project's Erosion & Sediment Control Plan.
7. The Access Road will be returned to as good as or better condition than prior to MVP's use, should damage occur as a result of MVP's use under the terms contained in the ROW Agreement. Any improvements made to the Grantors road shall remain in place and become property of the Grantor after construction and reclamation are complete. Subject to any local statute or regulation of any regulatory body having jurisdiction of these activities.
8. Pipeline shall be buried to a depth of not less than forty-eight inches (48") in cultivated agricultural fields, and not less than thirty-six inches (36") in all other areas.

In the event that MVP does not undertake construction of the pipeline/facility project, or use the stated access road for construction of said pipeline that is the subject of this Addendum on the Surface Owner's property (as described in the Damage Release), Surface Owner shall be entitled to keep the damage payment already made to Surface Owner; however, any and all other obligations of MVP, under this Addendum (including as an example, but in no way limited to, obligations to set gates, repair roads, erect fences, or set culverts) shall be null and void.

Executed as of the date of the Prepaid Damage Release and ROW Agreement(s):

LANDOWNER:
HS TEJAS, LTD, A TEXAS LIMITED PARTNERSHIP
By: [Redacted Signature]
Its: MANAGER

MOUNTAIN VALLEY PIPELINE, LLC
By: Kevin J. Wagner
Its: Attorney-in-Fact