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LOWNDES COUNTY, GA
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Beth C. Greene
CLERK OF SUPERIOR COURT

Return recorded document to:

Elliott, Blackburn & Gooding, P. C.
3016 North Patterson Street
Valdosta, GA 31602
Attn: Thompson H. Gooding, Jr.

TRACT NO.: GA-LO-071.000 &
GA-LO-072.000

NATURAL GAS UNDERGROUND PIPELINE EASEMENT AND AGREEMENT

This Natural Gas Underground Pipeline Easement and Agreement ("Grant of Easement and Agreement") is entered into as of the 26 day of January, 2016 by and between **LOWNDES COUNTY BOARD OF COMMISSIONERS**, with an address of 327 N. Ashley Street, Valdosta, GA 31601 ("Grantor") and **SABAL TRAIL TRANSMISSION, LLC**, a Delaware limited liability company, with an address of 5400 Westheimer Court, Houston, TX 77056 ("Grantee") for Grantor's granting of an easement to Grantee for a single underground pipeline and appurtenant facilities described below for the transmission of natural gas, pursuant and subject to the following terms, conditions and limitations:

Grantor, by execution of this Grant of Easement and Agreement, and Grantee, by acceptance of the easement rights provided for and of the other terms, conditions and limitations of the Grant of Easement and Agreement, hereby expressly consent to, acknowledge and agree to all of the terms, provisions, restrictions, conditions, limitations, and requirements set forth in this Grant of Easement and Agreement.

1. Grant of Easement; Permanent Easement Area. Grantor hereby grants to Grantee a permanent easement (the "Permanent Easement") to construct, lay, reconstruct, operate, maintain, inspect, repair, alter, replace and remove a single underground pipeline (the "Pipeline") for the sole and exclusive purpose of the transportation of natural gas on the real estate owned by Grantor more specifically described in the "Plats of Survey of Permanent Pipeline Easement and Temporary Workplace Areas for Sabal Trail Transmission, LLC and Lowndes County Board of Commissioners" attached hereto as Exhibit "A" and Exhibit "B" (being the "Surveys"). The Permanent Easement granted by this Grant of Easement and Agreement shall be fifty (50) feet in exact width that is more particularly described by the respective meets and bounds legal descriptions as set out in the Surveys. The specific geographic area for the permanent easement (the "Permanent Easement") and the Temporary Easement for Construction (defined below) during its existence, shall be collectively referred to in this Grant of Easement and Agreement as the "Easement Area."

2. Temporary Easement for Construction. During the period of original construction of the underground Pipeline and the Pipeline Systems as described in this Grant of Easement and Agreement, the Easement Area shall include a temporary easement for construction (the "Temporary Easement for Construction") as specifically shown as "Temporary Workspace" and "Additional Temporary Workspace" on the Surveys. During the existence of the Temporary Easement for Construction, Grantee shall have a non-exclusive right, in, upon, under and through the specific area of the Temporary Easement for Construction to undertake activities necessary for the safe and efficient construction of the Pipeline and Pipeline Systems (as defined herein) including, but not limited to, moving, staging and storing dirt, construction and other related machinery, apparatus, pipes, parts, equipment, vehicles and personnel as required for the original construction of the underground Pipeline and Pipeline Systems as permitted and required by the provisions of the Final Environmental Impact Statement ("FEIS") and the terms of the Federal Energy Regulatory Commission Order of Public Convenience and Necessity ("FERC Certificate") applicable to the Easement Area. Grantee's ingress and egress in, to and from the specific area of the Temporary Easement for Construction shall be limited to, from and through the area of the Permanent Easement. The existence of and right to use the Temporary Easement for Construction shall terminate without notice or further action upon the earlier of (i) completion of the restoration of the Easement Area as accepted by Grantor or approved by FERC or (ii) May 1, 2019.

3. Consideration. Grantor acknowledges receipt from Grantee of full payment of consideration for this Grant of Easement and Agreement, including existing timber in the Easement Area and including damages reasonably anticipated to be caused by the original construction and installation of the Pipeline and Pipeline Systems. Such consideration shall be considered fully earned upon payment to Grantor. In addition, Grantee shall pay to Grantor additional amounts, if any, as from time to time required by the specific terms and conditions of this Grant of Easement and Agreement.

4. Purpose and Limitations on Use of Easement. This Easement is granted solely for, and is limited and restricted to, the purposes and uses set forth below:

a. Single Pipeline; Pipeline Depth. This Easement allows a single underground Pipeline with a maximum pipe outer diameter of thirty-six (36) inches, and with the "maximum allowable operating pressure" of natural gas transported within the pipeline as permitted by applicable law, rule or regulation. The upper, outer surface of the Pipeline shall at all times be constructed and maintained underground at a minimum depth of thirty-six (36) inches below the surface top soil (after construction and settlement) or, constructed at such depth as may be required by any applicable law, rule or regulation and by prudent industry practices.

b. Transportation of Natural Gas. The Pipeline permitted by this Grant of Easement and Agreement shall be used solely for the transportation of natural gas.

c. Appurtenances. The following appurtenances, when necessary or useful to the natural gas underground transmission Pipeline permitted by this Grant of Easement and Agreement, shall be permitted by Grantee within the Easement Area: pipes, fittings, tie-overs, valves, tap valves, cathodic protection and ac mitigation devices, rectifiers and

pipeline markers, all of which shall be installed and utilized underground where reasonably possible and shall remain the property, responsibility and risk of Grantee ("Pipeline Systems"). Provided, however, there shall be no surface or above surface manholes, junction boxes, valve boxes, fire hydrants, service meters, storm drain inlets, power and other utility poles, antenna, trailers, meter stations, meter pits, compression or pumping stations or devices, or structures, other than as specifically permitted by this Grant of Easement and Agreement, or as from time to time agreed to in writing by Grantor.

5. Conformity with Laws. Grantee hereby covenants and agrees to construct, locate, maintain, repair, operate, and otherwise utilize the Pipeline and Pipeline Systems in conformity with all applicable laws, rules and regulations of any and all state and federal authorities, and to conduct all such activities and operations only within the Easement Area and in accordance with prudent and generally accepted industry standards of safety for the transportation of natural gas through underground pipelines.

6. Grantor's Use of Easement Area. Grantor retains, reserves and shall continue to enjoy use of the surface of the Easement Area for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement Area for the purposes hereby granted, including the right to build and use the surface of the Easement Area for walks, gardens, lawns, grazing, plantings and crops, and other like uses. However, Grantor shall not construct any permanent structure (structure with foundation or that is affixed to the ground), drainage ditches, fences, streets, roads, driveways, alleys, parking areas or plant trees in the Easement Area without Grantee's prior written consent.

7. Pipeline Construction and Maintenance.

a. Timetable. Prior to Grantee conducting any clearing of the Easement Area, Grantee shall provide Grantor a written timetable estimating in reasonable detail the construction and completion schedule for the Pipeline and Pipeline Systems within the Easement Area. Additionally, Grantee shall give Grantor thirty (30) days written notice prior to beginning clearing of the Easement Area for the Pipeline and Pipeline Systems construction.

b. Identification of Contractors. Prior to beginning clearing of the Easement Area, Grantee shall give thirty (30) days written notice to Grantor of the name, address, and a contact person for the general pipeline contractor responsible for construction within the Easement Area for or on behalf of Grantee. Nothing herein shall limit the obligation and liability and responsibility of Grantee for any and all actions, activities and risks occurring in connection with such contractor's, subcontractor's, agent's or representative's activities and with Grantee's uses in general of the Easement Area.

c. Work Standards. The design, construction and maintenance and the operation and usage of the Pipeline and Pipeline Systems, and all activities conducted in the Easement Area by Grantee and its contractors, subcontractors, agents or representatives shall at all times be in accordance with sound, prudent, workmanlike standards in the natural gas industry, and also in strict accordance with all applicable laws, rules and regulations.

d. **Temporary Crossings; Temporary Fencing.** Grantee shall construct and maintain temporary crossings, as reasonably practical, across open trenches and ditches made during construction, maintenance or other work or activities regarding the Pipeline and Pipeline Systems to allow Grantor continued access, ingress and egress to areas of Grantor's property adjacent to the Easement Area at all times during construction, maintenance or other work or activities. Grantee shall perform any construction activities, maintenance or other work or activities in and around streams within the Easement Area as required by the FEIS for streams within the Easement Area and the terms of the FERC Certificate for streams within the Easement Area. Grantee shall construct and maintain appropriate temporary fencing for safety during the period of construction, maintenance or other work or activities regarding the Pipeline and Pipeline Systems, including so that any of Grantor's activities and uses conducted on property adjoining the Easement Area can be maintained. Grantee shall not install or maintain any permanent fences in the Easement Area, except as permitted herein.

e. **Soils.** Grantee shall follow the practices and requirements as set forth in the FEIS and the FERC Certificate for construction and restoration in the Easement Area.

f. **Trash, Debris, Etc.** Grantee shall not destroy, burn, bury, store, stock pile, or otherwise dispose of trash, debris, etc. within the Easement Area or the properties adjacent thereto. All such trash, debris, etc. shall remain the property and risk of Grantee, and Grantee shall from time to time promptly and lawfully remove and dispose of all such trash, debris, etc. at a lawful location(s) and other than at the Easement Area and adjacent properties.

g. **Restoration.** At the completion of construction of the Pipeline and Pipeline Systems, and any maintenance, repair, testing or other work or activities with respect thereto, Grantee hereby expressly covenants and agrees to restore the Easement Area and any improvements therein or adjacent thereto, as nearly as reasonably possible to its condition as of the date construction of the Pipeline and Pipeline Systems (or maintenance, repair, testing or other work or activities) first begins, including without limitation, filling all excavated areas, repairing damaged irrigation systems, re-seeding all grassed areas, restoring fences and gates, roadways, and removing all debris, equipment, pipes, parts and equipment, and cleaning trash, debris, etc. of the Easement Area. All such restoration work shall be completed consistent and in accordance with the FEIS and the FERC Certificate, and completed to the reasonable satisfaction of Grantor.

h. **Other Uses.** The Easement Area shall be used by Grantee, its employees, agents, contractors, subcontractors, permittees and guests only for the specific purposes granted by this Grant of Easement and Agreement. By way of example, there shall be no hunting, fishing, loitering, lodging, camping, or similar activities by Grantee or its employees, agents, contractors, subcontractors, permittees and guests.

8. **As-Built Survey.** By May 1, 2018, Grantee shall provide Grantor with an as-built survey (2 mylar copies, 2 hardcopies, and 1 electronic copy), which accurately reflects the location of the Pipeline, including its depth and diameter, Pipeline Systems and the Easement Area, prepared by and stamped and signed by a registered surveyor. Such survey shall also reflect the general location of the Southern Gas Pipeline and easement therefor as related to the Easement Area. Grantee shall from time to time provide Grantor with a supplemental survey

prepared by and stamped and signed by a registered surveyor that reflects any subsequent corrections, changes, additions or deletions to the Pipeline, Pipeline Systems and/or Easement Area, as permitted by this Grant of Easement and Agreement or as consented to in writing by Grantor.

9. Excavation or Construction Concerning Replacement, Maintenance or Repair. Once the Temporary Pipeline Construction Easement has expired, in the event of any replacement, maintenance, repair, or other work or activities regarding the Pipeline or Pipeline Systems, all work and activity shall be contained within the Permanent Easement unless and until a separate temporary easement is agreed to in writing by Grantor. All standards and requirements applicable for construction, maintenance, or other work or activities set forth in this Grant of Easement and Agreement shall be equally applicable to any such replacement, maintenance, repair or other work or activities.

10. Warnings. Grantee shall install above ground pipeline markers identifying the Pipeline location as required by federal pipeline safety statutes, rules and regulation. The pipeline markers will include the name of Grantee, an emergency phone number and reference to the existence of an underground natural gas pipeline.

11. Grantee Contact Person. Grantee shall at all times provide Grantor with the name, address, telephone number for Grantee's operations office responsible for the Pipeline, Pipeline Systems and Easement Area. Such contact person shall have information and knowledge pertinent to the Pipeline, Pipeline Systems and Easement Area sufficient to address safety and other issues and questions and concerns from Grantor.

12. Access to Easement Area by Grantee. Other than in case of emergency, or as permitted by federal pipeline safety regulations, Grantee shall not utilize Grantor's lands adjacent to the Easement Area for ingress and egress to the Easement Area. The permanent easement rights granted herein shall extend to and include the free and full right of ingress and egress by Grantee, its employees, contractors, subcontractors, agents and representatives within the Permanent Easement; otherwise, Grantee shall access the Easement Area through the point where the southeasterly end of the Easement Area intersects with the public right-of-way of State Highway 31/Madison Highway, except in each case with Grantor's prior written consent, and Grantee shall install and maintain a fence and locked gate (on which Grantor may also install and maintain its own lock) across such intersection point and may at Grantee's expense install an access driveway perpendicular from the Madison Highway right-of-way to bridge any ditch or other similar impediment at such intersection point to vehicles traversing into the Easement Area from such right-of-way. Without Grantor's prior written consent, Grantee shall not permit any person or entity to have access to the Easement Area other than Grantee, its employees, contractors, subcontractors, agents and representatives and then only for purposes of construction, inspection, maintenance, repair, replacement, operation and use and activity regarding the Pipeline and Pipeline Systems, or as otherwise required by federal pipeline regulations.

13. Taxes. Grantee shall assume and pay the amount of any taxes lawfully assessed and applicable to Grantee and due and owing on the Pipeline, Pipeline Facilities or Easement Area.

14. Indemnity and Hold Harmless. Grantee shall defend, indemnify and hold harmless Grantor and Grantor's servants, agents, contractors, subcontractors, employees, invitees, guests and permittees from and against any and all claims, demands, causes of action, risks, damages, expenses, and losses arising from or relating to the construction, inspection, maintenance, repair, replacement, removal, existence, use or operation of the Pipeline, Pipeline Systems or activities upon the Easement Area by Grantee or Grantee's servants, agents, contractors, subcontractors, employees, invitees, guests and permittees, Grantor's servants, agents, contractors, subcontractors, employees, invitees, guests and permittees, and from any breach or violation of this Grant of Easement and Agreement by Grantee or Grantee's servants, agents, contractors, subcontractors, employees, invitees, guests and permittees, except to the extent that and in proportion to such claims, demands, causes of action, risks, damages, expenses, and losses that are caused by the negligence, wrongful action or willful misconduct of Grantor. Each assignee or successor-in-interest of Grantee to this Grant of Easement and Agreement, or in each case any interest therein, shall indemnify and hold Grantor and Grantor's servants, agents, contractors, subcontractors, employees, invitees, guests and permittees harmless in the same manner provided above. This indemnity and hold harmless shall apply to any claim, however caused, or regardless of the legal grounds and basis including fines and penalties for environmental matters. The provisions of this Section shall survive the termination or abandonment of the Grant of Easement and Agreement.

15. Insurance. A company licensed by the Georgia Department of Insurance to do business in Georgia shall underwrite all insurance policies required by this Grant of Easement and Agreement. In addition to the indemnification, hold harmless, and similar terms and conditions of this Grant of Easement and Agreement, Grantee covenants and warrants that Grantee, its contractors and subcontractors, and any person acting on Grantee's behalf under this Grant of Easement and Agreement shall carry the following insurance with one or more insurance carriers at any and all times such party or person is on or about the Easement Area or acting pursuant to this Grant of Easement and Agreement:

- a. Workers Compensation and Employer's Liability Insurance (statutory limits);
- b. Commercial General Liability and Umbrella Liability Insurance; (\$5,000,000.00 per occurrence minimum coverage);
- c. Business Auto and Umbrella Liability Insurance; (\$5,000,000.00 per occurrence minimum coverage); and
- d. Environmental Liability; (\$5,000,000.00 per occurrence minimum coverage; which Environmental Liability coverage amount may be a part of the General Liability coverage amount).

Within six (6) months of the five (5) year anniversary date of this Grant of Easement and Agreement and each subsequent fifth (5th) year anniversary date, Grantor may request in writing and Grantee shall agree to institute new insurance amounts based on the original insurance amounts set forth above indexed to the Producers Price Index for All Commodities, issued for the anniversary month by the U.S. Department of Labor, Bureau of Labor Statistics. Should such index be discontinued and/or replaced, a conversion to a substitute or replacement index shall be done using normally accepted conversion factors. Such adjusted amounts shall be

rounded off to the nearest Thousand Dollar (\$1,000) amount. Failure of Grantor to request an adjustment for any five (5) year period shall not preclude a full adjustment at any subsequent five (5) year anniversary if requested. Grantee shall cause Certificates of Insurance evidencing the above insurance coverages to be provided promptly upon request to Grantor, or to such other representative of Grantor as Grantor may from time to time designate. The insurance policies required under this Section shall each cover the Grantor as an additional insured, and shall reflect that the insurer has waived any right of subrogation against the Grantor. Such insurance requirements may be met by a combination of self-insurance (not in excess of \$2,000,000), primary and excess insurance policies.

16. Termination and Abandonment. If the Federal Energy Regulatory Commission fails to issue a Certificate of Public Convenience and Necessity in Docket CP15-17-000 for the construction and operation of the Pipeline and Pipeline Systems described herein within three (3) years following the date of this Grant of Easement and Agreement, all rights vested in Grantee pursuant to this Grant of Easement and Agreement shall be released and revert back to Grantor. This Grant of Easement and Agreement shall be deemed abandoned and terminated only following the receipt of a final non-appealable abandonment order issued by the Federal Energy Regulatory Commission, or its successor agency, for Grantee to abandon the Pipeline and Pipeline Systems, and that Grantee shall have no further rights in the Permanent Easement and with respect to the Pipeline and Pipeline Systems except the right to abandon the Pipeline and Pipeline Systems in place or the right and privilege to remove the Pipeline and Pipeline Systems in accordance with the FERC abandonment authorization. In the event of any such abandonment or termination of this Easement, Grantee shall cause the Pipeline and Pipeline Systems to be free and discharged from each and every lien, encumbrance, claim and charge of any character created or attempted to be created at any time by Grantee with Grantee hereby agreeing to indemnify and hold Grantor harmless from any such lien, encumbrance, claim or charge. There shall be no refund of consideration paid to Grantor for this Grant of Easement and Agreement or the granting of the Easement by reason of termination, lack of development, abandonment, or for any other reason.

17. Other; Miscellaneous.

a. Monitoring Wells; Landfill Monument. Grantee acknowledges and agrees that there are, in each case as shown on the Surveys, presently located within or near the Easement Area: (i) three (3) operating monitoring wells of Grantor ("Monitoring Wells"), and (ii) a benchmark survey marker regarding the landfill ("Survey Marker") formerly operated on and landfill materials now located at or near the Easement Area. Grantee covenants and agrees that it shall at its sole expense from time to time, and before beginning any construction preparation, mobilization or construction, or any maintenance, repairs, replacement, inspection or removal activities (except surveying and measuring) regarding the Pipeline and Pipeline Systems first install and maintain: (i) 15 foot by 15 foot square of orange construction fencing centered around each such Monitoring Well and a 5 foot by 5 foot rectangle of orange construction fencing centered around such Survey Marker; and Grantee shall not conduct any such activities within such fenced off areas. Grantee may remove such construction fencing at the end of any such stated activities requiring installation of such fencing (until such time as additional such activities require reinstallation of such construction fencing). Grantee shall indemnify and hold Grantor harmless from any

claim, damage, cost or expense arising from or relating to any damages or interference to any such Monitoring Wells or Survey Marker, arising from or relating to the activities of Grantee, its contractors, its subcontractors and other representative or employees, to the same extent as provided for in Paragraph 14, above.

b. Other Pipeline Easement. Shown as the "Southern Gas Pipeline" on the Surveys, Grantee acknowledges and agrees that it is aware of an existing separate underground pipeline and easement therefor that has been granted and overlays the properties of Grantor on which the Easement Area is located.

c. No Joint Venture, Partnership, Etc. For purposes of this Grant of Easement and Agreement, neither Grantor nor Grantee, nor any of their respective agents, servants, employees, contractors or subcontractors are, shall become, or be deemed to become agents, servants, or employees of the other party. This Grant of Easement and Agreement shall not be construed so as to create any partnership or joint venture between the Grantor and Grantee. Grantee acknowledges and agrees that, except as otherwise specifically required by this Grant of Easement and Agreement, Grantor shall have no responsibility, risk, costs, or expense arising from or relating to the Easement, Easement Area, Pipeline or Pipeline Systems (except as provided for in paragraph 14, above).

d. Title. Grantor makes no representation or warranty as to title to Grantor's lands of any type, kind or nature including but not limited to warranties as to the title to, sufficiency of the legal description of, suitability of use, or condition of the Easement Area (including the Temporary Easement for Construction Area). It shall be Grantee's burden and obligation to assure itself of the quality of title to Grantor's lands for the purposes and to the extent deemed necessary by Grantee in order for Grantee to enter into this Grant of Easement and Agreement and make use of the Easement Area. Grantee acknowledges and agrees that it is aware of: (i) a landfill having formerly been operated on, and landfill materials presently being located on, the lands of Grantor containing the Easement Area, and (ii) a lease of a portion of the lands of Grantor on which the Easement Area is located for a radio antenna tower and its operations. Grantee takes and shall utilize the Easement subject to such landfill materials and the radio antenna tower and its operations.

e. Environmental Matters. Grantee shall be responsible for and shall comply with all applicable laws, rules and regulations, including any required authorizations, approvals, permits, licenses, or fees relating thereto or arising from Grantee's use of the lands described in this Grant of Easement and Agreement (collectively, "Applicable Laws"). Except as provided for under or in compliance with Applicable Laws, Grantee shall not itself or allow its servants, agents, contractors, subcontractors, employees, invitees, guests and permittees to use, transport, store, dispose of or release or permit to exist on, in, through, above or under the Easement Area or on Grantor's lands adjacent thereto, any substances which are defined as "hazardous materials", "toxic substances", "solid waste", or the like in Applicable Laws. Should any such use transportation, storage, disposal of or release occur in other than a lawfully compliant manner, on the lands described in this Grant of Easement and Agreement Grantee shall notify Grantor as promptly as reasonably possible after any required notice to the applicable governmental body(ies) of such event. Grantee shall be responsible for (and indemnify and hold Grantor harmless from) and timely pay all costs of clean-up, remediation, and other claims and costs related to and arising from any such occurrence or

event, including, but not limited to fines and penalties, except to the extent caused or created by Grantor's negligence.

f. Assignments. This Grant of Easement and Agreement shall inure to and be applicable to Grantor and Grantee and their respective representatives, successors and permitted assigns. Grantee shall have the right and authority from time to time to sell, assign, transfer, and convey to others all but not less than all of Grantee's rights and obligations granted or declared in this Grant of Easement and Agreement, without the prior consent of Grantor or any other party for the sole purpose of utilizing the Easement Area and constructing, operating, maintaining, removing, and other work or activities regarding the Pipeline and Pipeline Systems. In the event of any such sale, assignment, transfer or conveyance by Grantee or any successive Grantee, such conveyance shall include the specific responsibilities and liabilities of the "Grantee" under this Grant of Easement and Agreement (including, but not limited to, requirements as to indemnity and insurance). Grantee or a successor-Grantee, as the case may be, shall give Grantor written notice in reasonable detail of each such sale, assignment, transfer or conveyance. The provisions of this Section shall survive the termination or abandonment of the Easement or the Grant of Easement and Agreement.

g. Governing Law. This Grant of Easement and Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Georgia without regard to its conflicts of laws provisions. The federal and state courts sitting in Lowndes County, Georgia shall have the exclusive jurisdiction over any claim, demand, or other matter or lawsuit arising from or relating to this Grant of Easement and Agreement or the Easement and venue shall be appropriate in those courts.

h. Recording. This Grant of Easement and Agreement (and any amendments thereto) shall be recorded of record in the public real estate records of Lowndes County, Georgia.

i. Time of the Essence. Time is of the essence with respect to all provisions of this Grant of Easement and Agreement.

j. Entire Agreement. This Grant of Easement and Agreement supersedes all prior discussions and agreements between the parties and contains the entire agreement between the parties with respect to the Easement, Grant of Easement and Agreement and the other matters described herein.

k. Severability. If any of the provisions of this Grant of Easement and Agreement are hereinafter expressly declared by a court of competent jurisdiction to be invalid or unenforceable, then any such provision shall be canceled and severed from this Grant of Easement and Agreement and the other provisions of this Grant of Easement and Agreement shall continue in full force and effect.

l. Running with the Land. The Easement and provisions of this Grant of Easement and Agreement shall run with the land and bind the Easement Area and, except as otherwise specifically provided in this Grant of Easement and Agreement, shall be and remain in effect perpetually.

m. Enforcement. Grantee and Grantor each shall have the right to take any action, whether at law or at equity, to enforce or prevent the interference with, the easements, rights and privileges, restrictions, duties and/or obligations granted and declared in this Grant of Easement and Agreement.

n. Headings; Sections; Exhibits. The headings of this Grant of Easement and Agreement are for convenience only, shall in no way define or limit the scope or content of this Grant of Easement and Agreement, and shall not be considered in any construction or interpretation of the provisions of this Grant of Easement and Agreement or any part thereof. References to sections, subsections, etc. herein are to those of this Grant of Easement and Agreement. Each and every exhibit referred to or otherwise mentioned in this Grant of Easement and Agreement are attached to this Grant of Easement and Agreement and shall be construed to be a part of this Grant of Easement and Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time such terms are used.

o. Counterparts. This Grant of Easement and Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

p. Construction. No provision of this Grant of Easement and Agreement shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have prepared or drafted such provision.

q. Authority. Grantor and Grantee warrant and represent one to the other that their respective signatories hereto have full power and authority to execute and enter into this Grant of Easement and Agreement. The effective date of this Grant of Easement and Agreement shall not be sooner than the date upon which this Grant of Easement and Agreement is executed and delivered by Grantor and by Grantee.

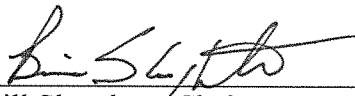
[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, this instrument is executed under seal as of the date first above written.

GRANTOR:

[SEAL]

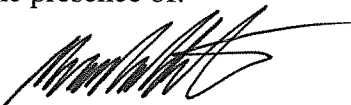
LOWNDES COUNTY BOARD OF
COMMISSIONERS

By: 
Bill Slaughter, Chairman

Attest: 
Paige Dukes, County Clerk

Date: 1-26-16

Signed, sealed and delivered
in the presence of:


Witness


Notary Public

My commission expires: 1/5/18

(AFFIX SEAL)

[Signatures Continue on the Following Page]



[Signatures Continue From the Prior Page]

GRANTEE:

[SEAL] SABAL TRAIL TRANSMISSION, LLC

By: Sabal Trail Management, LLC,
its Operator

Tina Faraca

Print Name: TINA FARACA

Print Title: VICE PRESIDENT

Signed, sealed and delivered
in the presence of:

Nancy M. Price
Witness

Rebecca Walker Hunt
Notary Public

My commission expires:

(AFFIX SEAL)

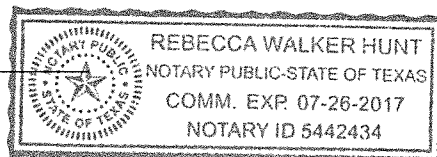
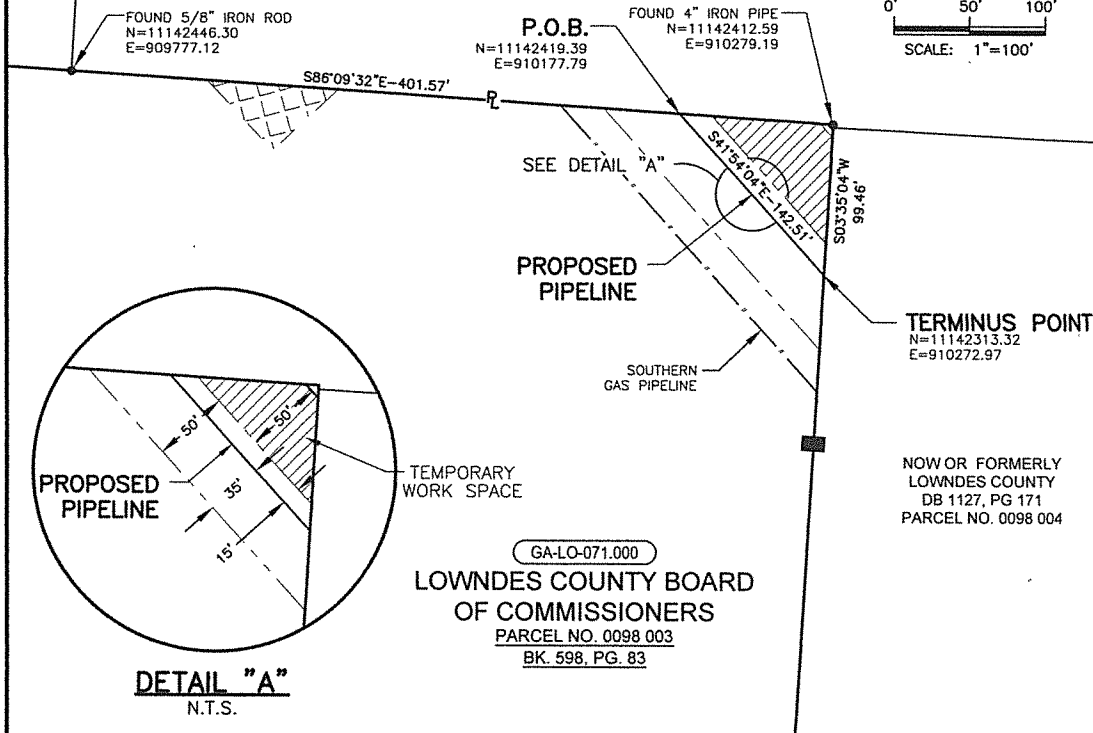


EXHIBIT "A"
SHEET 1 OF 2
LOWNDES COUNTY, GEORGIA
CITY OF VALDOSTA, LAND LOT 115, 16TH LAND DISTRICT

NOW OR FORMERLY
PIT 31 WMS, LLC
DB 3715, PG 084
PARCEL NO. 0097 002 D

LOCATION MAP SCALE: UNDETERMINED

0' 50' 100'
SCALE: 1"=100'



NOTES:

PURSUANT TO RULE 180-6-09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE LAND SURVEYOR AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

BY AFFIXING MY SEAL AND SIGNATURE TO THIS PLAT I, JOSEPH F. BROCK, LS, DECLARE THAT THIS MAP OR REPORT WAS PREPARED UNDER MY SUPERVISION ON 8/12/07 FROM AN ACTUAL GPS SURVEY; THAT THIS GPS SURVEY WAS PERFORMED TO CATEGORY B SPECIFICATIONS; THAT I USED REAL-TIME KINEMATIC FIELD PROCEDURES; AND COORDINATES WERE OBTAINED BY 95% CONFIDENCE LIMITS ADJUSTMENT USING TRIMBLE GEOMATICS OFFICE SOFTWARE VERSION 1.63. THIS SURVEY WAS PERFORMED USING TRIMBLE R-8 RECEIVERS ALL COORDINATES ARE BASED ON UNIVERSAL TRANSVERSE MERCATOR (UTM), ZONE 17 N, NORTH AMERICAN DATUM 1983, COORDINATE SYSTEM.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN TEN THOUSAND FEET.

THIS SURVEY IS REFERENCED TO BK. 598, PG. 83 AS RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, IN THE COUNTY OF LOWNDES, STATE OF GEORGIA.

ALL DISTANCES ARE SHOWN IN U.S. FEET.

THIS IS TO CERTIFY THAT IN MY OPINION THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION AND SAID PLAT IS ACCURATE TO THE BEST OF MY KNOWLEDGE. THIS PLAT HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM REQUIREMENTS OF THE LAW. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITIES NAMED HEREON. NO EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY OTHER PERSON, PERSONS OR ENTITIES WITHOUT EXPRESSED RECERTIFICATION BY THE SURVEYOR. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

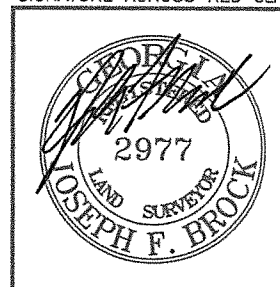
"THE HORIZONTAL AND VERTICAL CONTROL FOR THIS PROJECT WAS PROVIDED BY SGC ENGINEERING, LLC"

PREPARED BY:

encompass

1301 EVELYN AVENUE
ALBANY, GEORGIA 31705
PH. 229-299-8272

SURVEY NOT VALID WITHOUT
SURVEYOR'S ORIGINAL BLACK INK
SIGNATURE ACROSS RED SEAL



1657-PL-DG-40004

SURVEYED MAY, 2014

TOTAL LENGTH: 142.51 FEET = 8.64 RODS

	PERMANENT R.O.W. EASEMENT = 8,130 SQ-FT (0.19 AC.)
	TEMPORARY WORK SPACE = 3,107 SQ-FT (0.07 AC.)
	ADDITIONAL TEMPORARY WORK SPACE = 1,854 SQ-FT (0.04 AC.)

REV	DWN	CHKD	DATE	DESCRIPTION	SCALE: 1"=100'	DATE
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					CHKD BY: JFB	08/27/14
					FINAL CK:	
					ENGR:	
					APPRV:	
2	JM	JFB	01/15/16	ISSUED FOR ACQUISITION	PIPE INFO:	
1	ENC	JFB	11/10/14	FOR RE-SUBMITTAL		
0	ENC	JFB	10/16/14	FOR SUBMITTAL		

Sabal Trail
TRANSMISSION

PLAT OF SURVEY OF PERMANENT PIPELINE EASEMENT & TEMPORARY WORKSPACE AREAS
FOR SABAL TRAIL TRANSMISSION, LLC AND LOWNDES COUNTY BOARD OF COMMISSIONERS

DRAWING NUMBER
GA-LO-071.000
CAD FILE NAME
GA-LO-071.000
REVISION
2

PREPARED BY: ENCOMPASS SERVICES

PROJECT NUMBER: 80670

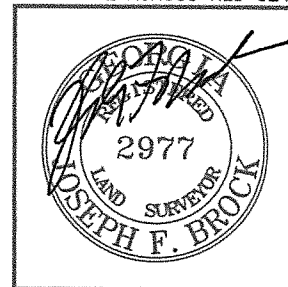
EXHIBIT "A"
SHEET 2 OF 2**LOWNDES COUNTY, GEORGIA**
CITY OF VALDOSTA, LAND LOT 115-16TH DISTRICTAREA OF PERMANENT EASEMENT FOR SABAL TRAIL TRANSMISSION
0098 003

A fifty (50) foot pipeline easement being thirty-five (35) feet to the Southwest and fifteen (15) feet to the Northeast of the following described pipeline, lying and being in Land Lot 115 of the 16TH Land District, Lowndes County, Georgia and being more particularly described as follows:

COMMENCE at a 5/8-inch rebar found having a UTM Zone 17 North NAD83 US Survey Feet Coordinates of Northing: 11,142,446.30 and Easting: 909,777.12, thence South 86°09'32" East a distance of 401.57 feet to the **POINT OF BEGINNING**, having Coordinates of Northing: 11,142,419.39 and Easting: 910,177.79. Thence from said **POINT OF BEGINNING**, South 41°54'04" East a distance of 142.51 feet to the **TERMINUS POINT**, having Coordinates of Northing: 11,142,313.32 and Easting: 910,272.97; lying on the east line of parcel no. 0098.003 and being South 03°35'04" West a distance of 99.46 feet from a 4-inch iron pipe found at the northeast corner of said parcel no. 0098.003.

Said pipeline being 142.51 feet in length, said fifty (50) foot permanent easement containing 8,130 square feet and 0.19 acres.

SURVEY NOT VALID WITHOUT
SURVEYOR'S ORIGINAL BLACK INK
SIGNATURE ACROSS RED SEAL



PREPARED BY:

encompass

1301 EVELYN AVENUE
ALBANY, GEORGIA 31705
PH. 229-299-8272

1657-PL-DG-40004

REV	DWN	CHKD	DATE	DESCRIPTION	SCALE: N/A	DATE
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1	ENC	JFB	11/10/14	FOR RE-SUBMITTAL		
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Sabal Trail
TRANSMISSION

DRAWING NUMBER
GA-LO-071.000

CAD FILE NAME
GA-LO-071.000

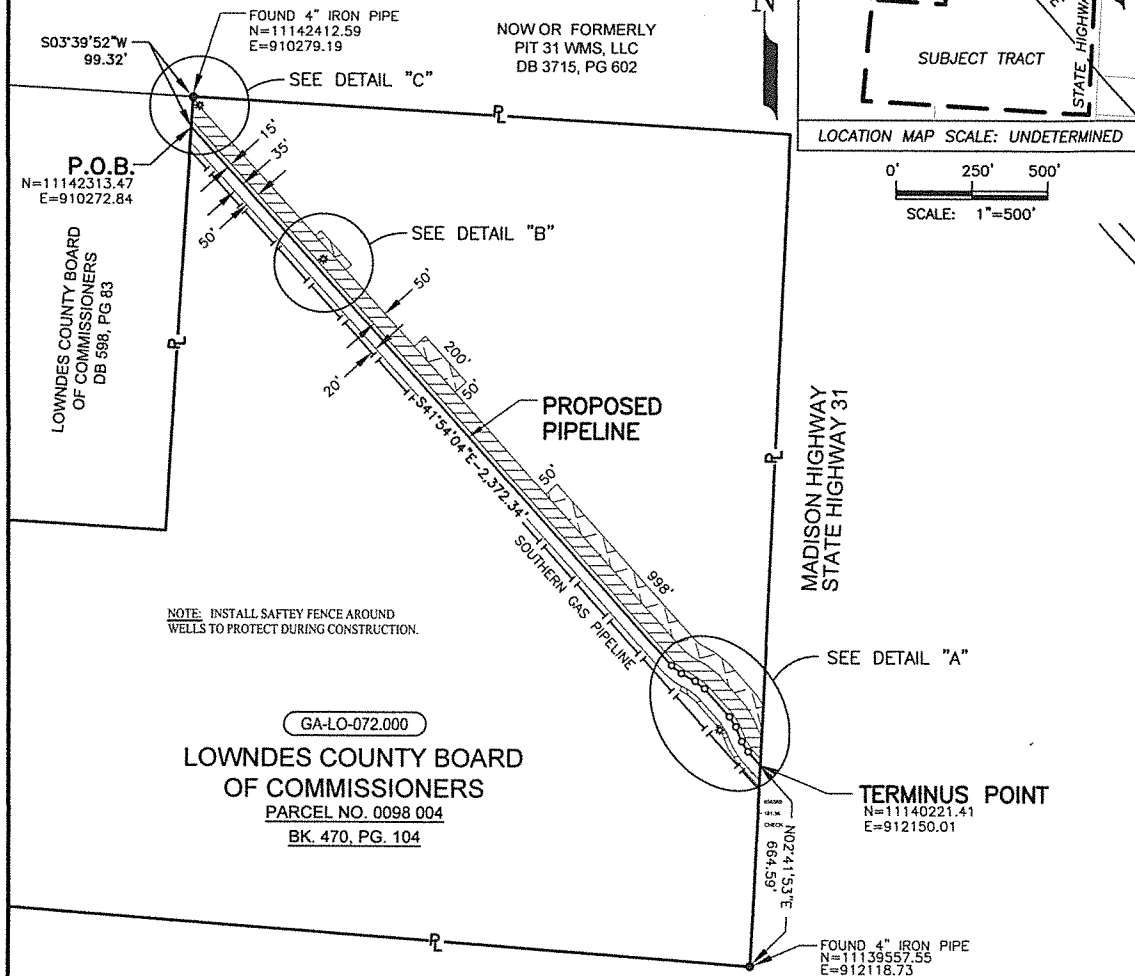
REVISION
2

PLAT OF SURVEY OF PERMANENT PIPELINE EASEMENT & TEMPORARY WORKSPACE AREAS
FOR SABAL TRAIL TRANSMISSION, LLC AND LOWNDES COUNTY BOARD OF COMMISSIONERS

PREPARED BY: ENCOMPASS SERVICES

PROJECT NUMBER: 60670

EXHIBIT "B"
SHEET 1 OF 3
LOWNDES COUNTY, GEORGIA
LAND LOT 115, 16TH LAND DISTRICT



NOTES:

PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE LAND SURVEYOR AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

BY AFFIXING MY SEAL AND SIGNATURE TO THIS PLAT I, JOSEPH F. BROCK, LS, DECLARE THAT THIS MAP OR REPORT WAS PREPARED UNDER MY SUPERVISION ON 8/27/14 FROM AN ACTUAL GPS SURVEY; THAT THIS GPS SURVEY WAS PERFORMED TO CATEGORY B SPECIFICATIONS; THAT I USED REAL-TIME KINEMATIC FIELD PROCEDURES; AND COORDINATES WERE OBTAINED BY 95% CONFIDENCE LIMITS ADJUSTMENT USING TRIMBLE GEOMATICS OFFICE SOFTWARE VERSION 1.63. THIS SURVEY WAS PERFORMED USING TRIMBLE R-8 RECEIVERS ALL COORDINATES ARE BASED ON UNIVERSAL TRANSVERSE MERCATOR (UTM), ZONE 17 N, NORTH AMERICAN DATUM 1983, COORDINATE SYSTEM.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN TEN THOUSAND FEET.

THIS SURVEY IS REFERENCED TO BK. 470, PG. 104 AS RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, IN THE COUNTY OF LOWNDES, STATE OF GEORGIA.

ALL DISTANCES SHOWN IN U.S. FEET.

1657-PL-DG-40007

SURVEYED MAY, 2014

TOTAL LENGTH: 2,818.77 FEET = 170.83 RODS

	PERMANENT R.O.W. EASEMENT = 140,955 SQ-FT (3.24 AC.)
	TEMPORARY WORK SPACE = 140,856 SQ-FT (3.23 AC.)
	ADDITIONAL TEMPORARY WORK SPACE = 71,302 SQ-FT (1.64 AC.)

REV	DWN	CHKD	DATE	DESCRIPTION	SCALE: 1"=500'	DATE
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					CHKD BY: LCD	08/27/14
					FINAL CK:	
4	JM	JFB	01/15/16	ISSUED FOR ACQUISITION	ENGR:	
3	JRC	JFB	06/10/15	FOR RE-SUBMITTAL	APPR:	
2	JRC	JFB	04/02/15	FOR RE-SUBMITTAL	PIPE INFO:	
1	JRC	JFB	11/10/14	FOR RE-SUBMITTAL		
0	JRC	JFB	10/16/14	FOR SUBMITTAL		

PREPARED BY: ENCOMPASS SERVICES

PROJECT NUMBER: 60670

THIS IS TO CERTIFY THAT IN MY OPINION THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION AND SAID PLAT IS ACCURATE TO THE BEST OF MY KNOWLEDGE. THIS PLAT HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM REQUIREMENTS OF THE LAW. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITIES NAMED HEREON. NO EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY OTHER PERSON, PERSONS OR ENTITIES WITHOUT EXPRESSED RE-CERTIFICATION BY THE SURVEYOR. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

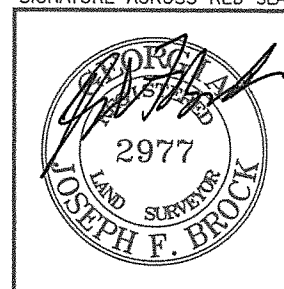
"THE HORIZONTAL AND VERTICAL CONTROL FOR THIS PROJECT WAS PROVIDED BY SGC ENGINEERING, LLC"

PREPARED BY:

encompass

1301 EVELYN AVENUE
ALBANY, GEORGIA 31705
PH. 229-299-8272

SURVEY NOT VALID WITHOUT
SURVEYOR'S ORIGINAL BLACK INK
SIGNATURE ACROSS RED SEAL



Sabal Trail
TRANSMISSION

PLAT OF SURVEY OF PERMANENT PIPELINE EASEMENT & TEMPORARY WORKSPACE AREAS
FOR SABAL TRAIL TRANSMISSION, LLC AND LOWNDES COUNTY BOARD OF COMMISSIONERS

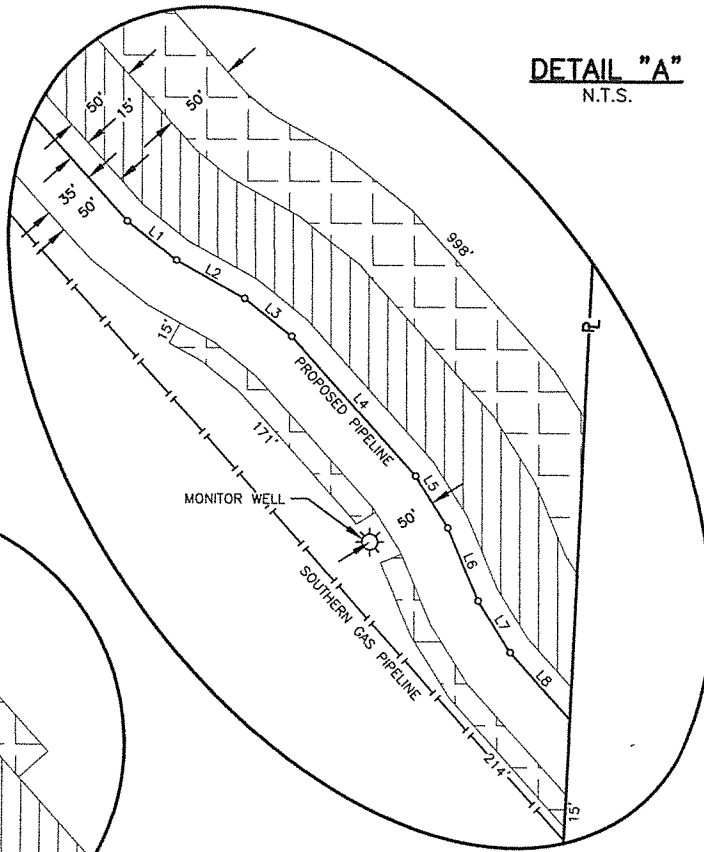
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GA-LO-072.000
CAD FILE NAME
GA-LO-072.000
REVISION
4

NY5887PG293

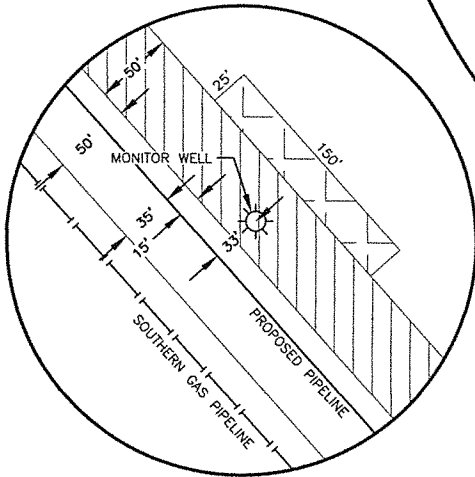
EXHIBIT "B"
SHEET 2 OF 3
LOWNDES COUNTY, GEORGIA
LAND LOT 115, 16TH LAND DISTRICT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 51°29'20" E	41.06'
L2	S 61°04'37" E	51.56'
L3	S 51°29'20" E	39.99'
L4	S 41°54'04" E	122.72'
L5	S 32°18'47" E	39.99'
L6	S 22°43'31" E	52.10'
L7	S 32°18'47" E	39.99'
L8	S 41°54'04" E	59.02'

DETAIL "A"
N.T.S.

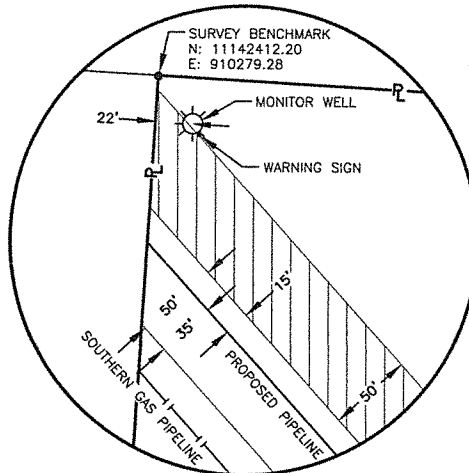


DETAIL "B"
N.T.S.

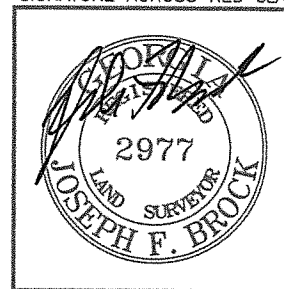


NOTE: INSTALL SAFETY FENCE AROUND
WELLS TO PROTECT DURING CONSTRUCTION.

DETAIL "C"
N.T.S.



SURVEY NOT VALID WITHOUT
SURVEYOR'S ORIGINAL BLACK INK
SIGNATURE ACROSS RED SEAL



PREPARED BY:
encompass

1301 EVELYN AVENUE
ALBANY, GEORGIA 31705
PH. 229-299-8272

1657-PL-DG-40007

REV	DWN	CHKD	DATE	DESCRIPTION	SCALE: N/A	DATE
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4	JM	JFB	01/15/16	ISSUED FOR ACQUISITION	ENGR:	
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1	JRC	JFB	11/10/14	FOR RE-SUBMITTAL		
0	JRC	JFB	10/16/14	FOR SUBMITTAL		
PREPARED BY: ENCOMPASS SERVICES					PROJECT NUMBER: 60670	



Sabal Trail
TRANSMISSION

DRAWING NUMBER
GA-LO-072.000

CAD FILE NAME
GA-LO-072.000

REVISION
4

PLAT OF SURVEY OF PERMANENT PIPELINE EASEMENT & TEMPORARY WORKSPACE AREAS
FOR SABAL TRAIL TRANSMISSION, LLC AND LOWNDES COUNTY BOARD OF COMMISSIONERS

LOWNDES COUNTY, GEORGIA

LAND LOT 115, 16TH LAND DISTRICT

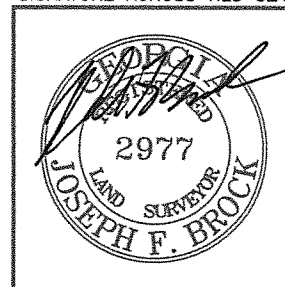
AREA OF PERMANENT EASEMENT FOR SABAL TRAIL TRANSMISSION
PARCEL NO. 0098 004

A fifty (50) foot pipeline easement being thirty-five (35) feet to the Southwest and fifteen (15) feet to the Northeast of the following described pipeline, lying and being in Land Lot 115 of the 16TH Land District, Lowndes County, Georgia and being more particularly described as follows:

COMMENCE at a 4-inch iron pipe found having a UTM Zone 17 North NAD83 US Survey Feet Coordinates of Northing: 11,142,412.59 and Easting: 910,279.19, thence South 03°39'52" West a distance of 99.32 feet to the **POINT OF BEGINNING**, having Coordinates of Northing: 11,142,313.47 and Easting: 910,272.84. Thence from said **POINT OF BEGINNING**, South 41°54'04" East a distance of 2,372.34 feet to a point; South 51°29'20" East a distance of 41.06 feet to a point; South 61°04'37" East a distance of 51.56 feet to a point; South 51°29'20" East a distance of 39.99 feet to a point; South 41°54'04" East a distance of 122.72 feet to a point; South 32°18'47" East a distance of 39.99 feet to a point; South 22°43'31" East a distance of 52.10 feet to a point; South 32°18'47" East a distance of 39.99 feet to a point; South 41°54'04" East a distance of 59.02 feet to the **TERMINUS POINT**, having Coordinates of Northing: 11,140,221.41 and Easting: 912,150.01; lying on the east line of parcel no. 0098.004 and being North 02°41'53" East a distance of 664.59 feet from a 4-inch iron pipe found at the southeast corner of said parcel no. 0098.004.

Said pipeline being 2,818.77 feet in length, said fifty (50) foot permanent easement containing 140,955 square feet and 3.24 acres.

SURVEY NOT VALID WITHOUT
SURVEYOR'S ORIGINAL BLACK INK
SIGNATURE ACROSS RED SEAL



PREPARED BY:

encompass

1301 EVELYN AVENUE
ALBANY, GEORGIA 31705
PH. 229-299-8272

1657-PL-DG-40007

REV	DWN	CHKD	DATE	DESCRIPTION	SCALE: N/A	DATE
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					CHKD BY: LCD	08/27/14
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3	JRC	JFB	06/10/15	FOR RE-SUBMITTAL	APPRV:	
2	JRC	JFB	04/02/15	FOR RE-SUBMITTAL	PIPE INFO:	
1	JRC	JFB	11/10/14	FOR RE-SUBMITTAL		
0	JRC	JFB	10/16/14	FOR SUBMITTAL		
PREPARED BY: ENCOMPASS SERVICES				PROJECT NUMBER: 60670		

 Sabal Trail TRANSMISSION	DRAWING NUMBER
	GA-LO-072.000
	CAD FILE NAME
	GA-LO-072.000
	REVISION
	4
PLAT OF SURVEY OF PERMANENT PIPELINE EASEMENT & TEMPORARY WORKSPACE AREAS FOR SABAL TRAIL TRANSMISSION, LLC AND LOWNDES COUNTY BOARD OF COMMISSIONERS	