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No. \_\_\_\_\_

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IN THE UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

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SIERRA CLUB, and THE VIRGINIA WILDERNESS COMMITTEE,  
*Petitioners,*

v.

NATIONAL PARK SERVICE, an agency of the U.S. Department of the Interior,  
RYAN ZINKE, in his official capacity Secretary of the Department of the Interior,  
MICHAEL T. REYNOLDS, in his official capacity as Deputy Director, Operations,  
Exercising the Authority of Director, and STAN AUSTIN, in his official capacity as  
Southeast Regional Director, Responsible Official,  
*Respondents.*

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**JOINT PETITION FOR REVIEW**

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Austin D. Gerken, Jr. (N.C. Bar No. 32689)  
Amelia Y. Burnette (N.C. Bar No. 33845)  
J. Patrick Hunter (N.C. Bar No. 44485)  
SOUTHERN ENVIRONMENTAL LAW CENTER  
48 Patton Avenue, Suite 304  
Asheville, NC 28801  
Telephone: 828-258-2023 / Facsimile: 828-258-2024  
Email: [djgerken@selcnc.org](mailto:djgerken@selcnc.org); [aburnette@selcnc.org](mailto:aburnette@selcnc.org); [phunter@selcnc.org](mailto:phunter@selcnc.org)

Gregory Buppert (Va. Bar No. 86676)  
SOUTHERN ENVIRONMENTAL LAW CENTER

201 West Main Street, Suite 14  
Charlottesville, VA 22902  
Telephone: 434-977-4090 / Facsimile: 434-977-1483  
Email: gbuppert@selcva.org

*Counsel for Sierra Club and the Virginia Wilderness Committee*

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Pursuant to the Administrative Procedure Act, 5 U.S.C. § 702, Section 19(d)(1) of the Natural Gas Act, 15 U.S.C. § 717r(d)(1), and Federal Rule of Appellate Procedure 15(a), THE SIERRA CLUB, and THE VIRGINIA WILDERNESS COMMITTEE jointly petition the United States Court of Appeals for the Fourth Circuit for review of the United States National Park Service's Right-of-Way Permit No. 5-140-1945, executed on December 12, 2017, for Atlantic Coast Pipeline, LLC, a Delaware Limited Liability Company. In accordance with Local Rule 15(b), a copy of the Right-of-Way Permit is attached hereto as **Exhibit A**.

In accordance with Rule 15(c) of the Federal Rules of Appellate Procedure, Petitioners have served parties that may have been admitted to participate in the underlying proceedings with a copy of this Joint Petition for Review. As required by Local Rule 15(b), a list of Respondents specifically identifying the Respondents' names and addresses is attached. Petitioners have sent copies of the Joint Petition for Review via U.S. first-class certified mail, return receipt

requested, to the clerk for service on Respondents as required by Federal Rule of Appellate Procedure 15(c)(3).

Respectfully submitted,

/s/ Austin Gerken

Austin D. Gerken, Jr. (N.C. Bar No. 32689)

Amelia Y. Burnette (N.C. Bar No. 33845)

J. Patrick Hunter (N.C. Bar No. 44485)

SOUTHERN ENVIRONMENTAL LAW CENTER

48 Patton Avenue, Suite 304

Asheville, NC 28801

Telephone: 828-258-2023 / Facsimile: 828-258-2024

Email: djgerken@selcnc.org;

aburnette@selcnc.org; phunter@selcnc.org

Gregory Buppert (Va. Bar No. 86676)

SOUTHERN ENVIRONMENTAL LAW CENTER

201 West Main Street, Suite 14

Charlottesville, VA 22902

Telephone: 434-977-4090 / Facsimile: 434-977-1483

Email: gbuppert@selcva.org

*Counsel for Sierra Club and the Virginia Wilderness  
Committee*

DATED: January 19, 2018

## **LIST OF RESPONDENTS**

As required by Local Rule 15(b), Petitioners provide a list of Respondents below specifically identifying the Respondents' names and the addresses where Respondents and/or their counsel may be served with copies of this Joint Petition for Review.

Hon. Ryan Zinke  
Secretary  
U.S. Department of the Interior  
1849 C Street, N.W.  
Washington, DC 20240

Michael T. Reynolds  
Deputy Director, Operations  
National Park Service  
1849 C Street, N.W.  
Washington, DC 20240

Stan Austin  
Southeast Regional Director  
National Park Service  
100 Alabama Street, S.W.  
Atlanta, GA 30303

## **CERTIFICATE OF SERVICE**

In accordance with Federal Rules of Appellate Procedure 15(c)(1) & (2), the undersigned certifies that, on January 19, 2018, a true copy of this Joint Petition for Review was served via U.S. first-class certified mail, return receipt requested, on the following entities that may have been admitted to participate in agency proceedings:

Atlantic Coast Pipeline, LLC  
c/o C.T. Corporation System  
Registered Agent  
4701 Cox Rd, Ste 285  
Glen Allen, VA 23060

Dominion Energy Transmission, Inc.  
c/o C.T. Corporation System  
Registered Agent  
4701 Cox Rd., Ste 285  
Glen Allen, VA 23060

Matthew R. Bley  
Director  
Gas Transmission Certificates  
Dominion Transmission, Inc.  
701 E. Cary Street  
Richmond, VA 23219

Margaret H. Peters  
Assistant General Counsel  
Dominion Resources Services, Inc.  
120 Tredegar Street  
Richmond, VA 23219

J. Patrick Nevins  
Hogan Lovells US, LLP  
555 Thirteenth St, NW  
Washington, DC 20004

*Counsel for Atlantic Coast Pipeline,  
LLC, and Dominion Energy  
Transmission, Inc.*

Although not required by the Rule, Petitioners have served the following Respondents  
via U.S. first-class certified mail, return receipt requested, on January 19, 2018:

Michael T. Reynolds  
Deputy Director, Operations  
National Park Service  
1849 C Street NW  
Washington, DC 20240

Stan Austin  
Southeast Regional Director  
National Park Service  
100 Alabama Street, SW  
Atlanta, GA 30303

Hon. Jeff Sessions  
Attorney General of the United States  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530

Hon. Ryan Zinke  
Secretary  
U.S. Department of the Interior  
1849 C Street, NW  
Washington DC 20240

/s/ Austin Gerken  
Austin D. Gerken, Jr. (N.C. Bar No. 32689)  
SOUTHERN ENVIRONMENTAL LAW CENTER

DATED: January 19, 2018

**EXHIBIT A**

United States Department of the Interior  
National Park Service

Right-of-Way Permit for  
**Atlantic Coast Pipeline, LLC a Delaware Limited Liability Company**  
Right-of-Way Permit No.: 5-140-1945

Whereas, on April 1, 2015, Atlantic Coast Pipeline, LLC - 707 East Main Street, Richmond, Virginia (Permittee) applied to the National Park Service (NPS), United States Department of the Interior for a right-of-way to use or occupy NPS-administered lands or waters within the Blue Ridge Parkway (Parkway), a unit of the National Park System, in order to operate and maintain a 42-inch underground high pressure interstate natural gas pipeline, ("Project") at approximately Parkway milepost 12.9 in Augusta and Nelson Counties, Virginia.

Whereas, the Parkway was established by or pursuant to 16 U.S.C. § 460a-2 (49 Stat. 2041, as amended); and

Whereas, 54 U.S.C. § 100101(a) directs the Secretary of the Interior, acting through the NPS, "to conserve the scenery, natural and historic objects, and wild life" in units of the National Park System and to provide for their enjoyment "in such manner and by such means as will leave them unimpaired for the enjoyment of future generations";

Whereas, 54 U.S.C. § 100101(b) (2) provides that the authorization of activities in the National Park System "shall be construed and the protection, management, and administration of the System units shall be conducted in light of the high public value and integrity of the System and shall not be exercised in derogation of the values and purposes for which the System units have been established, except as directly and specifically provided by Congress";

Whereas, 16 U.S.C. § 460a-8 authorizes the Secretary of the Interior to grant revocable licenses or permits for rights-of-way over, across, and upon Parkway lands, under such terms and conditions as he may determine to be consistent with the use of such lands for parkway purposes;

Whereas, the NPS has promulgated regulations, codified at 36 C.F.R. Part 14, governing the issuance, use, and management of rights-of-way over, across, on, or through federally owned or controlled lands administered by the NPS; and

Whereas, the NPS has determined that the proposed use or occupancy of the NPS-administered lands or waters described herein for the operation and maintenance of the Project, is consistent with the use of these lands for Parkway purposes;



Now, therefore, the NPS, acting pursuant to the authority of 16 U.S.C. § 460a-8, hereby grants to the Permittee this revocable, non-exclusive Right-of-Way Permit (Permit) under and across the lands or waters described below (Permitted Area). This Permit constitutes only a revocable, non-exclusive license to use or occupy the Permitted Area for the purposes described in the Permit during the term of the Permit. By accepting this Permit, the Permittee agrees to comply with the regulations in 36 C.F.R. part 14 (or any successor regulations), other applicable laws and regulations, and the terms and conditions set forth in this Permit. The Park's Superintendent (Superintendent) will be the NPS official primarily responsible for administering this Permit.

#### Authority to Enter into Permit

The Permittee represents and warrants to the NPS that:

(1) The Permittee is authorized under the laws of Delaware and by its governing documents to enter into this Permit; and

(2) The person signing this Permit on the Permittee's behalf is authorized to bind the Permittee to comply with the Permit's terms and conditions.

#### Legal Description and Map of Permitted Area

The permitted Right-of-Way is fifty (50) feet wide and runs for 647.09 feet from one edge of Parkway property to the opposite edge. This is further defined in the legal description below and shown on the attached maps in Exhibits A and B.

The legal description of the Permitted Area is as follows:

DESCRIPTION OF 50 FOOT PERMITTED RIGHT-OF-WAY  
FOR  
ATLANTIC COAST PIPELINE  
HORIZONTAL DIRECTIONAL DRILL  
CROSSING LANDS OF  
NATIONAL PARK SERVICE - BLUE RIDGE PARKWAY  
TRACT D-38-B AND TRACT D-24

A description of a 50 foot Permitted Right-of-Way, 25 feet on each side of the centerline of a 42 inch natural gas pipeline, crossing two certain tracts of land lying and being situate in North River District, Augusta County, Commonwealth of Virginia and Rockfish District, Nelson County, Commonwealth of Virginia, and being more particularly described as follows;

Beginning at a point on the proposed north easterly right-of-way line of Atlantic Coast Pipeline, AP-1, said point being located on the boundary line of the George Washington National Forest Tract N-159a (National Manganese Corporation), and National Park Service - Blue Ridge Parkway, Tract D-38-B, from which a NPS concrete monument #106.03 (found) bears N 50° 49' 33" E 581.07 feet, thence running through the National Park Service Tract D-38-B with said north easterly right-of-way,

S 34° 34' 54" E 488.08 feet to a point in said right-of-way on the boundary line of National Park Service - Blue Ridge Parkway, Tract D-38-B and National Park Service - Blue Ridge Parkway, Tract D-24, from which NPS monument #106, a 36-inch White Oak, bears N 61° 28' 55" E 39.50 feet, thence running through National Park Service Tract D-24 and with said right-of-way line,

S 34° 34' 54" E 158.64 feet to a point on said right-of-way and on the boundary line of National Park Service - Blue Ridge Parkway, Tract D-24, and Wintergreen Property Owners Association, Inc., from which a NPS concrete monument # 634-24 (found) bears N 49° 59' 36" E 95.04 feet, thence running with said boundary line,

S 49° 59' 36" W at 25.11 feet crossing the proposed centerline of Atlantic Coast Pipeline, AP-1, in all a total distance of 50.22 feet to a point on the south westerly right-of-way of said proposed pipeline, from which NPS monument # 75 (projected) bears S 49° 59' 36" W 912.07 feet (said projected monument lies S 24° 44' 33" E 89.33 feet from found NPS monument # 76/941), thence leaving said boundary line and running back through National Park Service Tract D-24 and with said right-of-way line,

N 34° 34' 54" W 168.70 feet to a point on said right-of-way on the boundary line of National Park Service - Blue Ridge Parkway, Tract D-24 and National Park Service - Blue Ridge Parkway, Tract D-38-B, from which NPS monument #107, a stone pile with red paint (found) bears S 61°

28' 55" W 352.47 feet, thence running through National Park Service Tract D-38-B and with said right-of-way line,

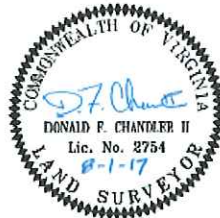
N 34° 34' 54" W 478.75 feet to a point on said right-of-way and on the boundary line of National Park Service - Blue Ridge Parkway, Tract D-38-B and the George Washington National Forest Tract N-159a (National Manganese Corporation), from which NPS monument #106.02, a 2-inch disk in a large rock (found) bears S 50° 49' 33" W 401.51 feet, thence running with the boundary of George Washington National Forest Tract N-159a (National Manganese Corporation) and National Park Service Tract D-38-B,

N 50° 49' 33" E at 25.08 feet crossing the proposed centerline of Atlantic Coast Pipeline, AP-1, in all a total distance of 50.16 feet to the point of beginning, containing 0.55 acres, more or less, on National Park Service - Blue Ridge Parkway, Tract D-38-B and 0.19 acres, more or less, on National Park Service - Blue Ridge Parkway, Tract D-24

The above described parcel designated as National Park Service - Blue Ridge Parkway, Tract D-38-B was acquired by an agreement between George Washington and Thomas Jefferson National Forest in Virginia and the Department of the Interior for administration by the National Park Service as parts of the Blue Ridge Parkway and further designated as PARCEL NO. 2, SECTION 1-C PART OF G.W.N.F. TRACT 159a PEDLAR RANGER DISTRICT in said document, dated June 11, 1948 and the above described parcel designated as National Park Service - Blue Ridge Parkway, Tract D-24 was acquired by a deed between the State Highway Commissioner on behalf of the Commonwealth of Virginia and the United States of America, executed February 10, 1939 and recorded in Deed Book 292 at Page 259 in Clerk's office on the Circuit Clerk of Augusta County, Commonwealth of Virginia and as recorded in Deed Book 67 at Page 173 in the Clerk's office of the Circuit Clerk of Nelson County, Commonwealth of Virginia.



Donald F. Chandler, PLS# 0403002754  
GAI Consultants, Inc.  
4198 Cox Road, Suite 114,  
Glen Allen, VA 23060



And as depicted on the dated map attached to this Permit as Exhibit A and labeled "Interim Map.

If the Permittee has not yet completed construction of the Project, then the Permittee must also provide the NPS a final map and legal description of the Permitted Area as described in the paragraph below. The Permittee must submit any proposed deviation from the interim map and legal description to the NPS for review and written approval before construction commences. Any deviation from the interim map and legal description may require additional environmental compliance and reappraisal.

Within 90 days after the Permittee completes construction of the Project, the Permittee must provide the NPS a dated final map and legal description of the Permitted Area, including the location of the as-built Project, satisfying 36 C.F.R. § 14.25(a). The NPS and the Permittee agree that the final map and legal description, once approved by the NPS in writing, will describe the area authorized for the Permittee's use or occupancy under this Permit and will be attached to this Permit as Exhibit B and labeled "Final Map and Legal Description." If the Permittee's Project is not built as authorized, then the NPS may, in its sole discretion, decline to approve the final map and legal description and instead require the Permittee to remove the Project from the Permitted Area.

The Permittee may not deviate from the approved Permitted Area in its operation and maintenance of the Project. If the Permittee determines that it needs to use or occupy NPS-administered lands or waters not specifically described in this Permit for the operation and maintenance of the Project, then the Permittee must apply in writing to the NPS for authorization to use or occupy the additional area. After considering the Permittee's application, the NPS, in its sole discretion, may authorize the use or occupancy of the additional area by amending this Permit or by issuing a new permit that includes such terms and conditions as the NPS deems appropriate. In its sole discretion the NPS may also deny the Permittee's request for authorization to use or occupy the additional area.

#### Permitted Use of Right-of-Way

This Permit authorizes the operation and maintenance of the Project. If the Permittee determines that it needs to operate or maintain facilities or equipment other than those specifically described in this Permit, then the Permittee must apply in writing to the NPS for authorization to operate and maintain the additional facilities or equipment. In considering the Permittee's application, the NPS may require additional environmental compliance and reappraisal in accordance with applicable law. After considering the Permittee's application, the NPS, in its sole discretion, may authorize the operation and maintenance of the additional facilities or equipment by amending this Permit or by issuing a new permit that includes such terms and conditions as the NPS deems appropriate. In its sole discretion the NPS may also deny the Permittee's request for authorization to operate and maintain the additional facilities or equipment.

#### Effective Date and Term of Permit

This Permit will be effective on the date of its signature by the NPS Regional Director and will expire automatically 10 years after its effective date at noon, Eastern Standard Time, unless it is earlier revoked, terminated, or abandoned pursuant to the provisions of this Permit or in accordance with

applicable federal law.

#### Reauthorization of Use

In order to continue use or occupancy of the Permitted Area beyond the initial term without interruption, the Permittee must submit to the Superintendent a written application for reauthorization, on the then-current NPS-approved form and in accordance with then-existing NPS regulations and policies, at least six (6) months before the Permit's expiration date. After considering the application, the NPS, in its sole discretion, may reauthorize the use and occupancy of the Permitted Area by issuing a new permit that includes such terms and conditions as the NPS deems appropriate. The Permittee hereby acknowledges that reauthorization is not guaranteed and that the Permittee does not have a preferential right to reauthorization as a result of the NPS's issuance of this Permit.

#### Termination of Right-of-Way Permit

At any time during the term of this Permit the NPS, in its sole discretion, may, without incurring any liability whatsoever, terminate all or any part of the Permit for cause. If the NPS terminates all or any part of the Permit before the Permit expires by its own terms, then the NPS will provide the Permittee thirty (30) days advance written notice of the termination, including the reasons for the termination.

#### Abandonment of Right-of-Way Permit

At any time during the term of this Permit, if the Permittee fails to use or occupy the Permitted Area for a period of 2 years, then the NPS, in its sole discretion, may deem the Permit abandoned and may take whatever action it determines is necessary, (including revocation of the Permit), to secure and restore the Permitted Area. The NPS will provide the Permittee written notice of its determination that the Permittee has abandoned the Permit. In case of abandonment, the Permittee will be responsible for reimbursing the NPS for all of its costs to secure and restore the Permitted Area.

#### Reimbursement of Costs

Pursuant to 54 U.S.C. § 103104 the Permittee has paid the NPS for administrative and other costs incurred by the NPS in processing the application for the Permit and agrees to reimburse the NPS for costs incurred by the NPS in monitoring the uses or activities authorized by this Permit.

#### Fees for Use and Occupancy

Pursuant to 36 C.F.R. § 14.26(a) the Permittee will pay fair market value for the use and

occupancy of NPS-administered lands or waters. The charge for use and occupancy of the Permitted Area will be \$ 100.00 per year. Pursuant to 36 C.F.R. § 14.26(e) the NPS may periodically review the charges for this Permit and impose such new charges as may be reasonable and proper.

### Terms and Conditions

This Permit and the uses or activities authorized under it are subject to the following terms and conditions:

(1) This Permit may be amended only by a written instrument executed by the NPS and the Permittee.

(2) The Permittee may not transfer or assign this Permit to another party without obtaining the NPS's prior written approval.

(3) The Permittee is responsible for ensuring that its officers, employees, representatives, agents, contractors, and subcontractors are familiar with this Permit and comply with its terms and conditions. All supervisory personnel working for the Permittee within the Permitted Area must carry a copy of this Permit, with at least one copy of the Permit on site at all times.

(4) The Permittee must provide the NPS with and maintain current contact information (company address, points of contact, telephone numbers, email addresses) for both routine and emergency communications. This contact information must include points of contact in the event of a spill, fire, or accident and the order of contact of those individuals. This information is shown in Exhibit D.

(5) The Permittee must maintain carsonite posts at the Parkway boundary over the centerline of its alignment on the east and west boundary lines. The posts shall be of a design and in a location acceptable to the NPS, with the company's name, primary point of contact, and emergency telephone number. Said posts shall also provide contact information for the Park and a notice that no vegetation manipulation or herbicide use is authorized without specific written approval. The posts shall be in English and Spanish. The Permittee shall maintain the carsonite posts in good condition, as determined by the NPS, at Permittee's sole expense.

(6) The Permittee must notify the Superintendent in writing at least three (3) weeks before conducting any non-emergency maintenance or repair work within the Permitted Area. The written notice must describe the location of the proposed work, the equipment to be used, and the size of work crews anticipated to be working in the Parkway. The Superintendent may require an on-site meeting before any or non-emergency maintenance or repair work commences and may assign a site monitor to be present during such work. Except in emergencies, all work in the Permitted Area must be conducted during the Parkway's normal business hours. Written request for maintenance and repair can be sent to Blue Ridge Parkway Superintendent, c/o Permits Coordinator; 199 Hemphill Knob Road, Asheville, North Carolina, 28803, or by email to [BLRI\\_Permits@nps.gov](mailto:BLRI_Permits@nps.gov).



(7) If emergency pipeline maintenance is required in the Permitted Area, the Permittee shall notify the Parkway within two (2) hours, by calling Blue Ridge Parkway Communication Center at (828) 298-0358, and [BLRI\\_communications@nps.gov](mailto:BLRI_communications@nps.gov). Permittee must check in by calling the Communication Center prior to commencing emergency work. A full report of actions and corrections taken within the Permitted Area is due to the Superintendent within forty-eight (48) hours.

(8) In the case of an OSHA-reportable injury, criminal incident, spill, or environmental emergency within the Permitted Area involving the Project, the Permittee or its officers, employees, representatives, agents, contractors, or subcontractors, the Permittee shall notify the Parkway within two (2) hours of the event by contacting the Superintendent at (828) 348-3441, [BLRI\\_superintendent@nps.gov](mailto:BLRI_superintendent@nps.gov) and the Park Communication Center at (828) 298-0358, [BLRI\\_communications@nps.gov](mailto:BLRI_communications@nps.gov). The Permittee must also submit to the Superintendent within forty-eight (48) hours a full written report of actions and corrections taken, and submit a complete report including the resolution of the situation within ninety (90) days.

(9) In the case of any spill, or environmental emergency involving the Project, the Permittee or its officers, employees, representatives, agents, contractors, or subcontractors within five (5) miles of the Parkway, the Parkway must be notified within two (2) hours of the event by contacting the Superintendent at (828) 348-3441, [BLRI\\_superintendent@nps.gov](mailto:BLRI_superintendent@nps.gov) and the Park Communication Center at (828) 298-0358, and [BLRI\\_communications@nps.gov](mailto:BLRI_communications@nps.gov).

(10) The Permittee must erect and maintain appropriate warning signs, barricades, or other warning devices during all periods when it is using the Permitted Area, including periods of maintenance or repair.

(11) The NPS shall have unrestricted access across the Permitted Area within the Parkway, and may enter and inspect the Permitted Area at any time without providing prior notice to the Permittee. During periods of emergency, access shall be subject to reasonable safety precautions. The public shall have access as the Superintendent may deem appropriate. The Permittee will not restrict access administratively or by physical barrier.

(12) If necessary to protect Parkway resources or visitors, the NPS may require the Permittee to suspend its activities in the Permitted Area or to relocate or remove its facilities or equipment; provided that if the NPS determines that the Permittee must relocate or remove its facilities or equipment, the NPS will exercise its best efforts to accommodate the Permittee at another location in the Parkway and will require additional environmental compliance and reappraisal in accordance with applicable law.

(13) Notwithstanding the issuance of this Permit, the NPS (a) may establish trails, roads, or other improvements across, over, on, or through the Permitted Area for use by the NPS, by Park visitors, or by others, and (b) may authorize its contractors or other permittees to use the Permitted Area at the same time that the Permittee is using it, as long as those other uses will not unreasonably interfere

with the Permittee's use of the Permitted Area under this Permit.

(14) The Permittee may not allow another party to co-locate equipment on the Project without obtaining the NPS's prior written approval. As a condition of such approval the NPS will require the co-locator to apply for and be issued its own NPS right-of-way permit.

(15) The Permittee must keep the Permitted Area clean and free of litter or other debris at all times. Burning of any materials is not allowed.

(16) Except as expressly authorized by this Permit or subsequently approved in writing by the Superintendent, the Permittee may not move, remove, alter, damage, or destroy any Parkway resources within the Permitted Area or the Parkway. As directed by the Superintendent, the Permittee must take all reasonable measures to avoid or minimize damage to Parkway resources. The Superintendent may require reasonable mitigation in return for allowing impacts to Parkway resources under this Permit.

(17) The Permittee must immediately suspend all activities, and notify the Superintendent upon the discovery of any threatened or endangered species or archeological, paleontological, or historical resources within the Permitted Area. All natural and cultural resources discovered in the Permitted Area are the property of the United States.

(18) The Permittee may not use pesticides, herbicides or growth regulating chemicals on Parkway lands without obtaining the Superintendent's prior written approval.

(19) The Permittee must do everything reasonably within its power to prevent and suppress fires resulting from the Permittee's activities under this Permit. The Permittee shall immediately notify the Superintendent or the designated NPS contact in the event of a fire resulting from pipeline operations, or major leak or rupture of the pipeline crossing through or within proximity of the Park.

(20) Any underground utilities previously located within this Right-of-Way which are damaged or disrupted during construction or maintenance shall be repaired or restored by the Permittee within four (4) hours.

(21) Within six (6) months after the expiration or termination of this Permit, the Permittee must abandon all of its facilities and equipment in place and restore the Permitted Area to its pre-Permit condition as directed and approved by the Superintendent should any restoration be needed as determined by the Superintendent. Any facilities or equipment not removed within that time will be deemed abandoned and will be disposed of in accordance with applicable federal law. In that event, the Permittee will be liable to the NPS for all of its costs in disposing of the facilities or equipment and restoring the Permitted Area.

(22) Before the Permit's effective date the Permittee must file with the NPS a performance bond payable to the NPS, issued by a surety satisfactory to the NPS, to guarantee that all financial obligations to the Park will be met, including the restoration of the permitted area. The bond for this



Permit must be in the amount of \$ 900,000.00 and must be filed with Park Permit Coordinator, who can be reached at [BLRI\\_permits@nps.gov](mailto:BLRI_permits@nps.gov). This bond must be maintained for the entire term of the Permit.

(23) The Permittee must procure and maintain in force and effect during the term of this Permit commercial general liability insurance to protect against claims arising out of the acts or omissions of the Permittee or its officers, employees, agents, or representatives while conducting the activities authorized by this Permit. The insurance policy must provide coverage for discharges or escapes of pollutants or contaminants into the environment, including sudden or accidental discharges or escapes. The policy must be in the minimum amount of \$ 1,000,000 per occurrence and \$ 3,000,000 aggregate; must be issued by a company duly licensed to do business in Virginia; and must name the United States of America as an additional insured. Before the NPS Regional Director executes this Permit, the Permittee must provide the NPS with a copy of its Certificate of Insurance showing the required coverage.

(24) In accordance with applicable law, including the Park System Resource Protection Act, 54 U.S.C. §§ 100721-100725, the Permittee will be responsible for any damage to or destruction of Parkway resources resulting from the Permittee's activities that are not reasonably inherent in the use of the Permitted Area authorized by this Permit. This Permit is not a defense to liability under 54 U.S.C. § 100722(c)(3) for any activity not expressly authorized by this Permit.

(25) The Permittee will indemnify and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of the Permittee's activities under this Permit. This agreement to indemnify and hold harmless from and against all liability includes liability under federal or state environmental laws, including the Comprehensive Environmental Response, Compensation, and Restoration Act, as amended; the Resource Conservation and Recovery Act, as amended; and what is commonly known as the Clean Water Act, as amended. This agreement to indemnify and hold harmless will survive the Permit's termination or expiration.

(26) In accordance with applicable federal law the Permittee will not discriminate against any person because of race, color, religion, sex, or national origin.

(27) Nothing in this Permit obligates the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated by the NPS for the purpose of this Permit, or to involve the NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

#### **Park-Specific Terms and Conditions**

(28) The Permittee is subject to the terms and conditions in 36 CFR § 14.9 (attached as Exhibit C).

(29) The following required plans are attached in Exhibit D, and the Permittee must follow

these plans in the event of these incidents:

- a. Emergency Response in the event of human accidents, injury, or death;
- b. Contingency plans for:
  - i. fires (both fire prevention and actions in case of fire),
  - ii. earthquakes

(30) The Permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and all terms and conditions of this Permit. Failure to do so may result in the immediate suspension of the permitted activity or the revocation of the Permit.

(31) The Permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.

(32) If any provision of this Permit shall be found to be invalid or unenforceable, the remainder of this Permit shall not be affected and the other provisions of this Permit shall be valid and be enforced to the fullest extent permitted by law.

(33) Pursuant to 41 U.S.C. § 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into or accepted by or on behalf of the United States, or to any benefit to arise thereupon."

(34) The use of unmanned aircraft (drones) is prohibited, except as permitted in rare instances and in writing by the Superintendent. The airspace over the Parkway is regulated and administered by the Federal Aviation Administration (FAA). If permitted, drones must be approved and operated in accordance with any requirements promulgated by the FAA. A minimum 500 foot Above Ground Level (AGL) is required for all aircraft. All aircraft are prohibited from landing in the Parkway.

(35) This Permit does not grant permission to enter any closed areas, and the NPS reserves the right to close portions of the Parkway for the purposes of public safety, administration, and protection of natural and cultural resources.

(36) The Permittee may not dig, excavate, or otherwise disturb the ground surface without prior authorization from the Superintendent. Other than in emergency situations, requests for maintenance, repair, or upgrade shall be in writing and subject to written approval from the Superintendent or his or her representative. If ground disturbance is ever authorized, the following conditions will apply, and the Parkway may add additional terms and conditions for ground disturbance as the Superintendent deems necessary:

- a. Any ground-disturbing activities occurring inside the Parkway that exceed 100 square feet shall be reclaimed to attain 70% of original cover with target native species. Seed must be approved by the Parkway.

- b. The Permittee shall clean any earth moving equipment used inside the Parkway by pressure-washing prior to entering the Parkway and shall ensure it is clean of any soil, plant matter, or other materials to minimize importation of non-native species.

- c. The Permittee shall only use weed-free fill that has been obtained from outside

the Parkway. The Superintendent must approve the source of the fill before it is brought into the Parkway, and it must be inspected by NPS for the presence of invasive non-native weeds prior to approving the source.

d. During any fueling of equipment or hydrostatic testing occurring in the Parkway, the Permittee shall use secondary containment (impermeable liners) to collect leaks, drips, and spills.

e. The Permittee shall install temporary fencing of sufficient strength to prevent wildlife and visitors from falling into the excavation around any temporary excavation left open for more than one (1) day.

f. No vegetation may be cut or destroyed without first obtaining approval from the Superintendent or his or her representative. The Parkway will be reimbursed for the market value of any vegetation removed. Any vegetation that must be removed shall be replaced in kind as specified by the Superintendent.

(37) The Permittee is responsible for any cleanup costs required as a result of spills or accidents resulting from activities during the Permit. The Permittee is also responsible for any costs and charges associated with the restoration of the resource due to disturbed natural, cultural, and/or historic resources. Cleanup will be conducted in accordance with all applicable federal and state environmental laws.

(38) Permittee may not use, borrow or rent Parkway equipment.

(39) No surface disturbance is allowed. Should Permittee need to access Parkway lands during the period of this Permit, such work must be conducted during daylight hours, unless a request to work during non-daylight hours is submitted in writing to the Parkway Superintendent for approval fourteen (14) days prior.

(40) No roadways or trails shall be constructed or maintained on Parkway land in connection with inspection, operation or maintenance of the pipeline without prior written consent from the Superintendent.

(41) The Permittee agrees that in no way does this Permit authorize the expansion or other uses of this property.

(42) The NPS may enter and inspect the Permitted Area at any time without providing prior notice to the Permittee.

(43) No vehicles, equipment, or materials shall be parked or staged on Parkway land at any time without first obtaining approval from the Superintendent or his or her representative.

(44) Vehicles, trucks, tractors, or other equipment for the purpose of maintenance or monitoring by the Permittee or its agents shall not use the Parkway motor road for access to the permitted area. Crossing of the Parkway on State system roads shall not interfere with traffic flow.

(45) All Blue Ridge Parkway visual mitigations outlined in the Parkway's decision

document shall be adhered to for the life of this permit, including all permit reauthorizations.

(46) Operation and maintenance, for the purposes of this Permit, does not include any ground-disturbing activities absent written approval from the Superintendent.

By signing this Permit on the date indicated below, the Permittee's authorized representative acknowledges that he or she has read and understands all of the Permit's terms and conditions, agrees that the Permittee will abide by all of the Permit's terms and conditions, and requests that the NPS Regional Director execute the Permit and issue it to the Permittee.

**Atlantic Coast Pipeline, LLC a Delaware Limited Liability Company**

  
(Signature)

Leslie Hartz  
Printed name

Vice President, Engineering and Construction – Strategic Projects  
Title

11/29/17  
Date

By signing this Permit on the date indicated below, the NPS Regional Director hereby executes it and issues it to the Permittee.

  
(Signature)

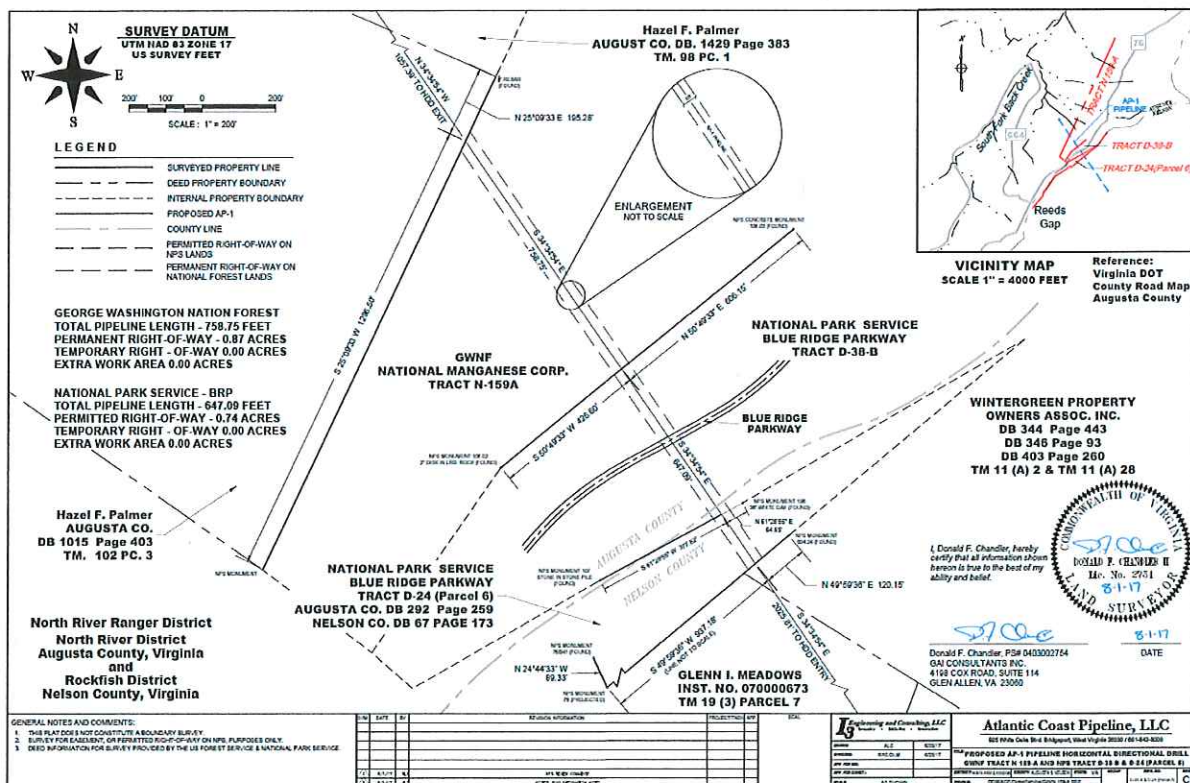
12/12/17  
Date

Southeast Regional Director  
National Park Service  
United States Department of the Interior

- Exhibit A – Interim Map
- Exhibit B – Final Map and Legal Description
- Exhibit C – 36 CFR 14.9
- Exhibit D – Emergency Response and Contingency Plans / Contact Information



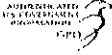
**Exhibit A – Interim Map**



**Exhibit B – Final Map and Legal Description**

**[Insert map or drawing and text.]**

**Exhibit C – 36 CFR 14.9**



**36 CFR 14.9 states,**

**§ 14.6**

**36 CFR Ch. I (7-1-99 Edition)**

**§ 14.9 Terms and conditions.**

An applicant, by accepting a right-of-way, agrees and consents to comply with and be bound by the following terms and conditions, excepting those which the Secretary may waive in a particular case:

(a) To comply with State and Federal laws applicable to the project for which the right-of-way is approved, and to the lands which are included in the right-of-way, and lawful existing regulations thereunder.

(b) To clear and keep clear the lands within the right-of-way to the extent and in the manner directed by the superintendent; and to dispose of all vegetation and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project in such manner as to decrease the fire hazard and also in accordance with such instructions as the superintendent may specify.

(c) To take such soil and resource conservation and protection measures including weed control, on the land covered by the right-of-way as the superintendent may request.

(d) To do everything reasonably within his power, both independently and on request of any duly authorized representative of the United States, to prevent and suppress fires on or near the lands to be occupied under the right-of-way, including making available such construction and maintenance forces as may be reasonably obtainable for the suppression of such fires.

(e) To build and repair such roads, fences, and trails as may be destroyed

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National Park Service, Interior

§ 14.10

or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.

(f) To pay the United States the full value for all damages to the lands or other property of the United States caused by him or by his employees, contractors, or employees of the contractors, and to indemnify the United States against any liability for damages to life, person or property arising from the occupancy or use of the lands under the right-of-way; except that where a right-of-way is granted hereunder to a state or other governmental agency whose power to assume liability by agreement is limited by law, such agency shall indemnify the United States as provided above to the extent that it may legally do so.

(g) To notify promptly the superintendent of the amount of merchantable timber, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project, and to pay the United States through such superintendent in advance of construction such sum of money as such superintendent may determine to be the full stumpage value of the timber to be so cut, removed, or destroyed.

(h) To comply with such other specified conditions, within the scope of the applicable statute and lawful regulations thereunder, with respect to the occupancy and use of the lands as may be found by the National Park Service to be necessary as a condition to the approval of the right-of-way in order to render its use compatible with the public interest.

(i) That upon revocation or termination of the right-of-way, unless the requirement is waived in writing, he shall, so far as it is reasonably possible to do so, restore the land to its original condition to the entire satisfaction of the superintendent.

(j) That he shall at all times keep the authorized officer informed of his address, and, in case of corporations, of the address of its principal place of business and of the names and addresses of its principal officers.

(k) That in the construction, operation, and maintenance of the project, he shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin and shall require an identical provision to be included in all subcontracts.

(l) That the allowance of the right-of-way shall be subject to the express condition that the exercise thereof will not unduly interfere with the management and administration by the United States of the lands affected thereby, and that he agrees and consents to the occupancy and use by the United States, its grantees, permittees, or lessees of any part of the right-of-way not actually occupied or required by the project, or the full and safe utilization thereof, for necessary operations incident to such management, administration, or disposal.

(m) That the right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States.



**Exhibit D - Emergency Response and Contingency Plans / Contact Information**

If emergency pipeline maintenance is required in the Permitted Area, the Permittee shall notify the Parkway within two (2) hours, by calling:

Blue Ridge Parkway Communication Center  
(828) 298-0358 - [BLRI\\_communications@nps.gov](mailto:BLRI_communications@nps.gov)

In the case of an OSHA-reportable injury, criminal incident, spill, or environmental emergency within the Permitted Area involving the Project, the Permittee or its officers, employees, representatives, agents, contractors, or subcontractors, the Permittee shall notify the Parkway within two (2) hours of the event by contacting OR in the case of any spill or environmental emergency involving the Project, the Permittee or its officers, employees, representatives, agents, contractors, or subcontractors within five (5) miles of the Parkway, :

Superintendent  
(828) 348-3441 - [BLRI\\_superintendent@nps.gov](mailto:BLRI_superintendent@nps.gov)

and

Blue Ridge Parkway Communication Center  
(828) 298-0358 - [BLRI\\_communications@nps.gov](mailto:BLRI_communications@nps.gov).

**DETI (Atlantic Coast Pipeline) Operations** emergency contact information is as follows:

- **Emergency Contact Number 888-264-8240.** This number is answered 24 hours a day, seven days a week by Dominion Energy Transmission, Inc. Gas Control Operators
- Atlantic Coast Pipeline, Eastern Area – Manager, Gas Transmission Operations (**cell-724-331-4927**)

Additional details addressing emergency response, fire and earthquake preparedness follow in the remainder of this Exhibit.



**ATLANTIC COAST PIPELINE, LLC**  
**ATLANTIC COAST PIPELINE**  
**Docket Nos. CP15-554-000 &**  
**CP15-554-001**

**Exhibit D**  
**Emergency Response, Fire and Earthquake Preparedness Plan**

**Prepared for**  
**National Park Service**



**Prepared by**



**November 2017**

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**LIST OF ACRONYMS AND ABBREVIATIONS**

|          |                                      |
|----------|--------------------------------------|
| ACP      | Atlantic Coast Pipeline              |
| Atlantic | Atlantic Coast Pipeline, LLC         |
| BRP      | Blue Ridge Parkway                   |
| DETI     | Dominion Energy Transmission, Inc.   |
| ERP      | Emergency Response Plan              |
| FERC     | Federal Energy Regulatory Commission |
| HDD      | horizontal directional drill         |
| NPS      | National Park Service                |
| Project  | Atlantic Coast Pipeline Project      |

## **1.0 INTRODUCTION**

Atlantic Coast Pipeline, LLC (Atlantic) – a company formed by four major energy companies – Dominion Resources, Inc.; Duke Energy Corporation; Piedmont Natural Gas Co., Inc.; and Southern Company Gas – proposes to construct and operate approximately 600 miles of natural gas transmission pipelines and associated aboveground facilities in West Virginia, Virginia, and North Carolina. This Project, referred to as the Atlantic Coast Pipeline (ACP), will deliver up to 1.5 million dekatherms per day of natural gas from supply areas in the Appalachian region to demand areas in Virginia and North Carolina. Atlantic has contracted with Dominion Energy Transmission, Inc. (DETI), a subsidiary of Dominion Resources, Inc., to construct and operate the ACP on behalf of Atlantic.

On September 18, 2015 Atlantic submitted an Application for Transportation and Utility Systems and Facilities for a right-of-way grant/special use permit to construct and operate the ACP under National Park Service (NPS) land and the Blue Ridge Parkway (BRP). Atlantic is proposing use of the horizontal directional drill (HDD) construction method to install the pipeline under the BRP and the nearby Appalachian National Scenic Trail, which is located on an adjacent parcel of land within the George Washington National Forest. HDD is a trenchless method which will avoid direct impacts on the BRP, including impacts on the surrounding NPS parcel, as clearing of the right-of-way between the HDD entry and exit points will not be required. The proposed entry and exit points for the HDD will be located approximately 2,080 feet to the northwest and 2,690 feet to the southeast of the BRP, respectively.

This Plan applies to operation of the ACP where it crosses NPS lands.

## **2.0 EMERGENCY RESPONSE, FIRE AND EARTHQUAKE PREPAREDNESS**

49 Code of Federal Regulations Part 192 describes the minimum standards for operating and maintaining pipeline facilities, including the requirement to establish a written plan governing these activities. Under Section 192.615, each pipeline operator must establish an emergency plan that provides written procedures to minimize the hazards from a gas pipeline emergency. Key elements of the plan include procedures for:

- receiving, identifying, and classifying emergency events, such as gas leaks, fires, explosions, and natural disasters;
- establishing and maintaining communications with local fire, police, and public officials, and coordinating emergency response;
- making personnel, equipment, tools, and materials available at the scene of an emergency;
- protecting people first and then property, and making safe from actual or potential hazards; and

- emergency shutdown of systems and safe restoration of service.

DETI has an Emergency Response Plan (ERP) for its existing pipeline system in accordance with the U.S. Department of Transportation regulations. The ERP identifies the appropriate contacts for emergency service providers (including names and telephone numbers) in the event of an emergency during operation of the Project. The emergency service contact information provided in Table 2.1-3 will be updated as necessary and included as part of the ERP.

The U.S. Department of Transportation requires that pipeline operators establish and maintain liaisons with local fire, police, and other emergency responders to plan for and coordinate emergency response efforts in the event of an incident during construction or operation of the proposed facilities. Additionally, each operator must establish a continuing education program to enable customers, the public, government officials, and those engaged in excavation activities to recognize a natural gas pipeline emergency and report it to the appropriate public officials. Accordingly, DETI will establish and maintain liaisons with local public officials and emergency responders, and provide appropriate training to responders before the proposed ACP is placed in service.

Regular meetings will be held with emergency response agencies (including NPS and Forest Service wildland fire and law enforcement personnel and local fire departments) where the role of the agencies with regard to pipeline fires will be discussed, along with issues related to potential compressor station incidents. The information exchanged between DETI and the emergency response agencies that participate in these meetings will familiarize each organization with the resources, including personnel and equipment that can be utilized in the unlikely event an incident occurs. Police and fire departments will also receive emergency telephone numbers that can be used to contact DETI 24 hours a day.

In the unlikely event of an incident, DETI will work with emergency response agencies to maintain access to and from residences and businesses during potential emergency situations. DETI will implement its ERP to bring the incident under control, and work with local responders to maintain access to residences and businesses via existing roads. Additionally, in an emergency situation DETI could use air lift services to reach affected residences and businesses. After the emergency is remedied and safe operations have resumed, work areas will be restored to the conditions originally agreed upon with the NPS.

## **2.1 EARTHQUAKE PREPAREDNESS**

While seismic activity is relatively unusual in the ACP Project area compared to other regions of the United States, earthquakes can occur. In 2011 a 5.8-magnitude earthquake centered in Louisa County, Virginia about 60 miles east of the ACP's crossing of the BRP was felt across a dozen states, causing minor-to-moderate damage to buildings near the epicenter.

The Pipeline and Hazardous Materials Safety Administration requires pipeline operators to identify, assess, and design for known geotechnical conditions and to conduct risk assessments on an ongoing basis to identify potential threats to pipeline integrity, including those associated with what

Pipeline and Hazardous Materials Safety Administration terms “Natural Force Damage”. Events that fall into this category of threats would include earthquakes, as well as flooding, landslides, subsidence and extreme weather events.

Consistent with DETI’s procedures, in the event of a significant earthquake in the ACP project area, DETI Operations staff would determine whether an unscheduled inspection of the pipeline and its appurtenant facilities is warranted. Aerial inspections would note any apparent ground displacement, mass movement or other evidence that may signal a threat to pipeline integrity. On-ground inspections would be conducted at aboveground facilities and along the pipeline as may be indicated by the aerial inspection. Any potential threats or actual emergencies would be managed in accordance with DETI’s emergency response procedures, as outlined in Section 2.0 of this Plan.

## **2.2 EMERGENCY CONTACT INFORMATION**

DETI (Atlantic Coast Pipeline) Operations emergency contact information is as follows:

- Emergency Contact Number 888-264-8240. This number is answered 24 hours a day, seven days a week by Dominion Energy Transmission, Inc. Gas Control Operators
- Atlantic Coast Pipeline, Eastern Area – Manager, Gas Transmission Operations (cell-724-331-4927)

Blue Ridge Parkway contact information is as follows:

- Blue Ridge Parkway Headquarters 828-348-3400
- Blue Ridge Parkway Communication Center 828- 298-0358



## SPECIAL USE PERMIT

Blue Ridge Parkway  
199 Hemphill Knob Road  
Asheville North Carolina 28804  
(828) 348-3441



|  |             |                                   |                |
|--|-------------|-----------------------------------|----------------|
| Name<br>Leslie Hartz                                 |             |                                   |                |
| Company/Organization<br>Atlantic Coast Pipeline, LLC |             |                                   |                |
| Street Address<br>707 East Main Street               |             |                                   |                |
| City<br>Richmond                                     | State<br>VA | Zip Code<br>23219                 | Country<br>USA |
| Telephone Number<br>804-771-4468                     |             | Cell Phone Number<br>804-382-2360 |                |
| Fax Number<br>804-771-6788                           |             |                                   |                |
| Email Address<br>Leslie.Hartz@dominionenergy.com     |             |                                   |                |

**Park Alpha Code**

SERO-5140

**Type of Use**

Construction Permit

**Permit #**

2017.138

X ROW Permit No.5:140:1945

is hereby authorized to use the land or facilities within the Blue Ridge Parkway (Parkway) as set forth in the legal description in Exhibit A and shown on the map in Exhibit B. As the Horizontal Directional Drilling (HDD) or Direct Pipe construction methods are to be used, there is no larger temporary construction Permitted Area or additional temporary work spaces on the Parkway. The permitted Right-of-Way map and the Construction Permit map are the same interim map. Profile maps showing the relative underground elevations of the HDD and Direct Pipe methods are shown in Exhibit B.

No surface disturbance to National Park Service (NPS) lands is authorized. All construction activities shall be limited to construction of a 42" natural gas pipeline by Horizontal Directional Drilling (HDD) or Direct Pipe construction methods of which entry and exit operations will occur outside of National Park System land ownership.

The permit begins at 8:00 ☒ am / ☐ pm on (03/01/2018).

The permit expires at 5:00 ☐ am / ☒ pm on (05/01/2019).

**Permit Details:** This Construction Permit numbers 14 pages and contains 3 Exhibits lettered A-C.

**SUMMARY OF PERMITTED ACTIVITY:** (see attached sheets for additional information and conditions)  
Subsurface construction and installation of a 42" natural gas pipeline.

**PERMIT CONTACTS:**

Person on site responsible for adherence to the terms and conditions of the Permit:

Ronald M. Baker  
[Ronald.M.Baker@dominionenergy.com](mailto:Ronald.M.Baker@dominionenergy.com)  
304-476-0604 (cell)





### SPECIAL USE PERMIT

Blue Ridge Parkway  
199 Hemphill Knob Road  
Asheville North Carolina 28804  
(828) 348-3441



Mr. Ronald Baker will be the person on site responsible for adherence to the terms and conditions of the Permit, or his designee whose name will be provided to the Superintendent and District Ranger Kurt Speers at least two (2) business days before the start of construction.

The **District Ranger** contact for this Permit is: **Kurt Speers, (828) 348-3529**. If the District Ranger is unavailable please contact the Blue Ridge Parkway Communications Center at (828) 298-2491, [BLRI\\_Communications@nps.gov](mailto:BLRI_Communications@nps.gov), or the Permit Coordinator at (828) 348-3441, [BLRI\\_Permits@nps.gov](mailto:BLRI_Permits@nps.gov). The Permittee shall contact the Permit Coordinator at least two (2) business days before the start of construction to alert NPS of the initiation of construction.

#### AUTHORIZING LEGISLATION OR OTHER AUTHORITY:

54 USC 100101 (Organic Act)

54 USC 100751(a) (regulations)

54 USC 103104 (cost recovery)

16 U.S.C. § 460a-8 authorizes the Secretary of the Interior (or his or her delegate) having jurisdiction over subject land, to issue revocable licenses or permits for rights-of-way (ROW) over, across, and upon Parkway lands. ROW Permit Number 5:140:1945 will authorize the operation and maintenance of this infrastructure.

#### APPLICATION FEE

☒ Received Amount  
☐ Not Required \$ 100.00

#### PERFORMANCE BOND

☒ Required Amount  
☐ Not Required \$ 900,000.00  
☒ Required Amount

#### LIABILITY INSURANCE

☐ Not Required \$ 1,000,000.00 per occurrence;  
\$3,000,000.00 aggregate

#### COST RECOVERY

☒ Required Amount  
☐ Not Required \$ billed quarterly

#### LOCATION FEE

☐ Required Amount  
☒ Not Required \$ N/A

ISSUANCE of this Permit is subject to the attached conditions. The undersigned hereby accepts this Permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE Signature

Title: Vice President, Engineering & Construction, Strategic Projects

Date: 11/29/17

Authorizing NPS Official

Title: Acting Superintendent

Date: 12/4/17

Authorizing NPS Official (additional, if required)

Title:

Date:

### CONDITIONS OF THIS PERMIT

1. Failure to comply with any of the terms and conditions of this Permit may result in the immediate suspension or revocation of the Permit. [36 CFR § 1.6(h)]
2. The Permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR § 2.32(a)(3)].
3. The Permittee may not transfer or assign this Permit to another party without obtaining the NPS's prior written approval.
4. The Permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this Permit. Failure to do so may result in the immediate suspension of the permitted activity or the revocation of the Permit. All costs associated with clean up or damage repairs in conjunction with a revoked Permit will be the responsibility of the Permittee.
5. The Permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
6. The Parkway area associated with this Permit will remain open and available to the public during Parkway visiting hours. This Permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other Parkway visitors' use and enjoyment of the area.
7. This Permit may be suspended for cause at the discretion of the Superintendent upon twenty-four (24) hours' notice. This Permit may be terminated upon breach of any of the stated conditions or at the discretion of the Parkway Superintendent for cause. The Permittee will be given written notice and thirty (30) days to allow an opportunity for corrective actions before termination may occur. The written notice shall describe the specific violations of the Permit. If the Permittee does not correct the violations to the satisfaction of the NPS, or present a reasonable plan acceptable to the NPS within the thirty (30) day period, then the NPS shall be entitled to terminate and revoke the Permit.
8. The Permittee shall take adequate measures as directed and approved by the Superintendent to prevent damage to Parkway resources and facilities and restore disturbed areas to their original condition. Failure by the Permittee to implement measures directed by the Superintendent through the terms and conditions of this Permit, including damage to Parkway resources and facilities, will result in the immediate suspension of the permitted activity. If the suspension order is given orally, it will be followed in two (2) business days with a written notification of required corrective actions. Until the Permittee corrects the deficiencies, the Permit will remain suspended. The Permittee has thirty (30) days to correct the deficiencies. Failure to do so may lead to termination of the Permit.
9. This Permit is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this Permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
10. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the Permittee, its agents and employees in carrying out the activities and operations authorized by this Permit. The policy shall be in the amount of \$1,000,000.00 per Occurrence, \$3,000,000.00 Aggregate and underwritten by a United States company naming the United States of America as **additional insured**. The Permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the Permit.
11. Permittee agrees to deposit with the Parkway a bond in the amount of \$ 900,000.00 from an authorized bonding company to guarantee that all financial obligations to the Parkway will be met. The bond will cover all expenses incurred by the Parkway should the Permittee abandon their responsibilities during construction, operation or maintenance. The bond must be received by the Parkway before construction can begin.
12. Costs incurred by the Parkway as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the Permittee. Administrative costs and estimated costs for activities on site must be paid when the Permit is approved. If any additional costs are incurred by the Parkway, the Permittee will be billed on a quarterly basis and at the

conclusion of the Permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the Permittee.

13. The person(s) named on the Permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain available at all times. He/she shall be responsible for all individuals, groups, vendors, contractors, subcontractors, etc. involved with the Permit.
14. Nothing in this Permit obligates the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated by the NPS for the purpose of this Permit, or to involve the NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
15. If any provision of this Permit shall be found to be invalid or unenforceable, the remainder of this Permit shall not be affected and the other provisions of this Permit shall be valid and be enforced to the fullest extent permitted by law.

#### **Terms and Conditions Specific to the Blue Ridge Parkway**

16. The Permittee is responsible for ensuring that its officers, employees, representatives, agents, contractors, and subcontractors are familiar with this Permit and comply with its terms and conditions. All supervisory personnel working for the Permittee within the Permitted Area must carry a copy of this Permit, with at least one (1) copy of the Permit on site at all times. This Permit must be presented to NPS officials upon request. Failure to present this Permit may result in construction activities being suspended.
17. Although there may be no surface evidence of archeological resources, if concealed archeological resources are encountered during project activities, all necessary steps must be taken to protect them and the Park Cultural Resources Manager shall be notified immediately. Permittee shall follow the "Blue Ridge Parkway Plan for Inadvertent Discoveries" which is attached as Exhibit "C".
18. No surface disturbance is allowed. Should Permittee need to access Parkway lands during construction, such work must be conducted during daylight hours, unless a request to work during non-daylight hours is submitted in writing to the Parkway Superintendent for approval fourteen (14) days prior.
19. Any Parkway infrastructure impacted during construction, including but not limited to paved and unpaved roadways, walkways, turf, ditches, culverts, headwalls, toe walls, guard walls and guide rails, shall be restored to pre-construction conditions as soon as is practicable.
20. Use of the Blue Ridge Parkway by contractors commuting to the jobsite and any other construction or job related traffic is prohibited and subject to citation.
21. Construction traffic shall use State Road 664 (Reid's Gap Road and Beech Grove Road) to cross the Blue Ridge Parkway. Permittee shall comply with all legal load restrictions in the hauling of materials. Commercial vehicles are prohibited from using the Blue Ridge Parkway Motor Road. If it is necessary to stop through traffic on the Motor Road, traffic interruptions will be less than five (5) minutes in duration. Traffic stops will be made by law enforcement officers or ranger, or certified traffic flaggers wearing required safety equipment. Vehicle crossings shall not exceed the following:
  1. Pilot Hole (4 months): 5 Water Tankers, 3 Fuel Trucks and 17 Personnel Vehicles for a Daily Total of 25.
  2. Reaming/Pullback (12 months): 3 Fuel Trucks and 17 Personnel Vehicles for a Daily Total of 20.
  3. Drill String Hydrotest (3 months): 5 Water Tankers for a Daily Total of 5.
22. If crossing of the Blue Ridge Parkway Motor Road results in sediment, soil, or mud being deposited within the boundary of the Blue Ridge Parkway Motor Road it shall be cleaned up and removed within twenty-four (24) hours.
23. The Permittee may not use pesticides, herbicides or growth regulating chemicals on Parkway lands without obtaining the Superintendent's prior written approval.
24. Blasting or use of explosives on NPS lands is prohibited.
25. Staging of equipment, materials, or vehicles is prohibited on NPS administered lands.
26. If project construction impacts vehicle or foot access to the Appalachian National Scenic Trail across the Parkway, Permittee shall work with the NPS and the Appalachian Trail Conservancy to develop signage and utilize flagging staff to mitigate impacts.

27. At the direction of the Parkway Resident Landscape Architect, above ground carsonite posts shall be installed on both the east and west boundary crossing of the Parkway, and must be located so as not to be visible from the Parkway Motor Road. Posts shall be provided by the NPS. Any other posts required by the U.S Department of Transportation (DOT) or the Pipeline and Hazardous Materials Safety Administration (PHMSA) shall be placed after the location is approved by the Parkway Superintendent.
28. If the HDD and Contingency Plans are unsuccessful, no work shall occur until another plan is submitted to the NPS for approval and further environmental analysis is completed.
29. Should the permittee switch to the contingency Direct Pipe construction plan, notification must be provided to NPS at least two (2) business days prior to the construction switch. As a result of this change, the Right-of-Way (ROW) Permit shall be amended to reflect the Direct Pipe legal description and map. A change in the ROW Permit may require a new appraisal and possible changes to the terms and conditions.
30. In the case of an OSHA-reportable injury, criminal incident, spill, or environmental emergency within the Permitted Area involving the Project, the Permittee or its officers, employees, representatives, agents, contractors, or subcontractors, the Permittee shall notify the Parkway within two (2) hours of the event by contacting the Superintendent at (828) 348-3441, [BLRI\\_superintendent@nps.gov](mailto:BLRI_superintendent@nps.gov) and the Park Communication Center at (828) 298-0358, [BLRI\\_communications@nps.gov](mailto:BLRI_communications@nps.gov). The Permittee must also submit to the Superintendent within forty-eight (48) hours a full written report of actions and corrections taken, and submit a complete report including the resolution of the situation within ninety (90) days.
31. In the case of any spill, or environmental emergency involving the Project, the Permittee or its officers, employees, representatives, agents, contractors, or subcontractors within five (5) miles of the Parkway, the Parkway must be notified within two (2) hours of the event by contacting the Superintendent at (828) 348-3441, [BLRI\\_superintendent@nps.gov](mailto:BLRI_superintendent@nps.gov) and the Park Communication Center at (828) 298-0358, and [BLRI\\_communications@nps.gov](mailto:BLRI_communications@nps.gov).

**Exhibit A**  
**Legal Description for HDD Construction**

DESCRIPTION OF 50 FOOT PERMITTED RIGHT-OF-WAY  
FOR  
ATLANTIC COAST PIPELINE  
HORIZONTAL DIRECTIONAL DRILL  
CROSSING LANDS OF  
NATIONAL PARK SERVICE - BLUE RIDGE PARKWAY  
TRACT D-38-B AND TRACT D-24

A description of a 50 foot Permitted Right-of-Way, 25 feet on each side of the centerline of a 42 inch natural gas pipeline, crossing two certain tracts of land lying and being situate in North River District, Augusta County, Commonwealth of Virginia and Rockfish District, Nelson County, Commonwealth of Virginia, and being more particularly described as follows;

Beginning at a point on the proposed north easterly right-of-way line of Atlantic Coast Pipeline, AP-1, said point being located on the boundary line of the George Washington National Forest Tract N-159a (National Manganese Corporation), and National Park Service - Blue Ridge Parkway, Tract D-38-B, from which a NPS concrete monument #106.03 (found) bears N 50° 49' 33" E 581.07 feet, thence running through the National Park Service Tract D-38-B with said north easterly right-of-way,

S 34° 34' 54" E 488.08 feet to a point in said right-of-way on the boundary line of National Park Service - Blue Ridge Parkway, Tract D-38-B and National Park Service - Blue Ridge Parkway, Tract D-24, from which NPS monument #106, a 36-inch White Oak, bears N 61° 28' 55" E 39.50 feet, thence running through National Park Service Tract D-24 and with said right-of-way line,

S 34° 34' 54" E 158.64 feet to a point on said right-of-way and on the boundary line of National Park Service - Blue Ridge Parkway, Tract D-24, and Wintergreen Property Owners Association, inc., from which a NPS concrete monument # 634-24 (found) bears N 49° 59' 36" E 95.04 feet, thence running with said boundary line,

S 49° 59' 36" W at 25.11 feet crossing the proposed centerline of Atlantic Coast Pipeline, AP-1, in all a total distance of 50.22 feet to a point on the south westerly right-of-way of said proposed pipeline, from which NPS monument # 75 (projected) bears S 49° 59' 36" W 912.07 feet (said projected monument lies S 24° 44' 33" E 89.33 feet from found NPS monument # 76/941), thence leaving said boundary line and running back through National Park Service Tract D-24 and with said right-of-way line,

N 34° 34' 54" W 168.70 feet to a point on said right-of-way on the boundary line of National Park Service - Blue Ridge Parkway, Tract D-24 and National Park Service - Blue Ridge Parkway, Tract D-38-B, from which NPS monument #107, a stone pile with red paint (found) bears S 61°



Exhibit A  
Page 2 - Legal Description for HDD Construction

28° 55' W 352.47 feet, thence running through National Park Service Tract D-38-B and with said right-of-way line,

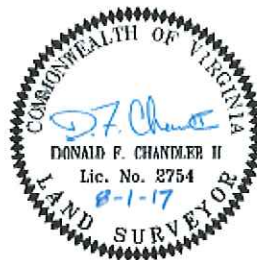
N 34° 34' 54" W 478.75 feet to a point on said right-of-way and on the boundary line of National Park Service - Blue Ridge Parkway, Tract D-38-B and the George Washington National Forest Tract N-159a (National Manganese Corporation), from which NPS monument #106.02, a 2-inch disk in a large rock (found) bears S 50° 49' 33" W 401.51 feet, thence running with the boundary of George Washington National Forest Tract N-159a (National Manganese Corporation) and National Park Service Tract D-38-B,

N 50° 49' 33" E at 25.08 feet crossing the proposed centerline of Atlantic Coast Pipeline, AP-1, in all a total distance of 50.16 feet to the point of beginning, containing 0.55 acres, more or less, on National Park Service - Blue Ridge Parkway, Tract D-38-B and 0.19 acres, more or less, on National Park Service - Blue Ridge Parkway, Tract D-24

The above described parcel designated as National Park Service - Blue Ridge Parkway, Tract D-38-B was acquired by an agreement between George Washington and Thomas Jefferson National Forest in Virginia and the Department of the Interior for administration by the National Park Service as parts of the Blue Ridge Parkway and further designated as PARCEL NO. 2, SECTION 1-C PART OF G.W.N.F. TRACT 159a PEDLAR RANGER DISTRICT in said document, dated June 11, 1948 and the above described parcel designated as National Park Service - Blue Ridge Parkway, Tract D-24 was acquired by a deed between the State Highway Commissioner on behalf of the Commonwealth of Virginia and the United States of America, executed February 10, 1939 and recorded in Deed Book 292 at Page 259 in Clerk's office on the Circuit Clerk of Augusta County, Commonwealth of Virginia and as recorded in Deed Book 67 at Page 173 in the Clerk's office of the Circuit Clerk of Nelson County, Commonwealth of Virginia.



Donald F. Chandler, PLS# 0403002754  
GAI Consultants, Inc.  
4198 Cox Road, Suite 114,  
Glen Allen, VA 23060



**Exhibit A**  
**Legal Description for Direct Pipe Construction**

DESCRIPTION OF 50 FOOT PERMITTED RIGHT-OF-WAY  
FOR  
ATLANTIC COAST PIPELINE  
DIRECT PIPE (CONTINGENCY)  
CROSSING LANDS OF  
NATIONAL PARK SERVICE - BLUE RIDGE PARKWAY  
TRACT D-38-B AND TRACT D-24

A description of a 50 foot Permitted Right-of-Way, 25 feet on each side of the centerline of a 42 inch natural gas pipeline, crossing two certain tracts of land lying and being situate in North River District, Augusta County, Commonwealth of Virginia and Rockfish District, Nelson County, Commonwealth of Virginia, and being more particularly described as follows;

Beginning at a point on the proposed north easterly right-of-way line of Atlantic Coast Pipeline, AP-1, said point being located on the boundary line of the George Washington National Forest Tract N-159a (National Manganese Corporation), and National Park Service - Blue Ridge Parkway, Tract D-38-B, from which a NPS concrete monument #106.03 (found) bears N 50° 49' 33" E 930.00 feet, thence running through the National Park Service Tract D-38-B with said north easterly right-of-way,

S 49° 18' 12" E 450.13 feet to a point in said right-of-way on the boundary line of National Park Service - Blue Ridge Parkway, Tract D-38-B and National Park Service - Blue Ridge Parkway, Tract D-24, from which NPS monument #106, a 36-inch White Oak, bears N 61° 28' 55" E 274.24 feet, thence running through National Park Service Tract D-24 and with said right-of-way line,

S 49° 18' 12" E 207.41 feet to a point on said right-of-way and on the boundary line of National Park Service - Blue Ridge Parkway, Tract D-24, and Wintergreen Property Owners Association, Inc., from which a NPS concrete monument # 634-24 (found) bears N 49° 59' 36" E 276.56 feet, thence running with said boundary line,

S 49° 59' 36" W at 25.33 feet crossing the proposed centerline of Atlantic Coast Pipeline, AP-1, in all a total distance of 50.66 feet to a point on the south westerly right-of-way of said proposed pipeline, from which NPS monument # 75 (projected) bears S 49° 59' 36" W 730.11 feet (said projected monument lies S 24° 44' 33" E 89.33 feet from found NPS monument # 76/941), thence leaving said boundary line and running back through National Park Service Tract D-24 and with said right-of-way line,

N 49° 18' 12" W 218.20 feet to a point on said right-of-way on the boundary line of National Park Service - Blue Ridge Parkway, Tract D-24 and National Park Service - Blue Ridge Parkway, Tract D-38-B, from which NPS monument #107, a stone pile with red paint (found) bears S 61°

**Exhibit A**  
**Page 2 - Legal Description for Direct Pipe Construction**

28° 55' W 114.55 feet, thence running through National Park Service Tract D-38-B and with said right-of-way line,

N 49° 18' 12" W 440.08 feet to a point on said right-of-way and on the boundary line of National Park Service - Blue Ridge Parkway, Tract D-38-B and the George Washington National Forest Tract N-159a (National Manganese Corporation), from which NPS monument #106.02, a 2-inch disk in a large rock (found) bears S 50° 49' 33" W 51.96 feet, thence running with the boundary of George Washington National Forest Tract N-159a (National Manganese Corporation) and National Park Service Tract D-38-B,

N 50° 49' 33" E at 25.40 feet crossing the proposed centerline of Atlantic Coast Pipeline, AP-1, in all a total distance of 50.80 feet to the point of beginning, containing 0.51 acres, more or less, on National Park Service - Blue Ridge Parkway, Tract D-38-B and 0.24 acres, more or less, on National Park Service - Blue Ridge Parkway, Tract D-24

The above described parcel designated as National Park Service - Blue Ridge Parkway, Tract D-38-B was acquired by an agreement between George Washington and Thomas Jefferson National Forest in Virginia and the Department of the Interior for administration by the National Park Service as parts of the Blue Ridge Parkway and further designated as PARCEL NO. 2, SECTION 1-C PART OF G.W.N.F. TRACT 159a PEDLAR RANGER DISTRICT in said document, dated June 11, 1948 and the above described parcel designated as National Park Service - Blue Ridge Parkway, Tract D-24 was acquired by a deed between the State Highway Commissioner on behalf of the Commonwealth of Virginia and the United States of America, executed February 10, 1939 and recorded in Deed Book 292 at Page 259 in Clerk's office on the Circuit Clerk of Augusta County, Commonwealth of Virginia and as recorded in Deed Book 67 at Page 173 in the Clerk's office of the Circuit Clerk of Nelson County, Commonwealth of Virginia.



Donald F. Chandler, PLS# 0403002754  
GAI Consultants, Inc.  
4198 Cox Road, Suite 114,  
Glen Allen, VA 23060





Exhibit B  
Construction Map and Details - HDD

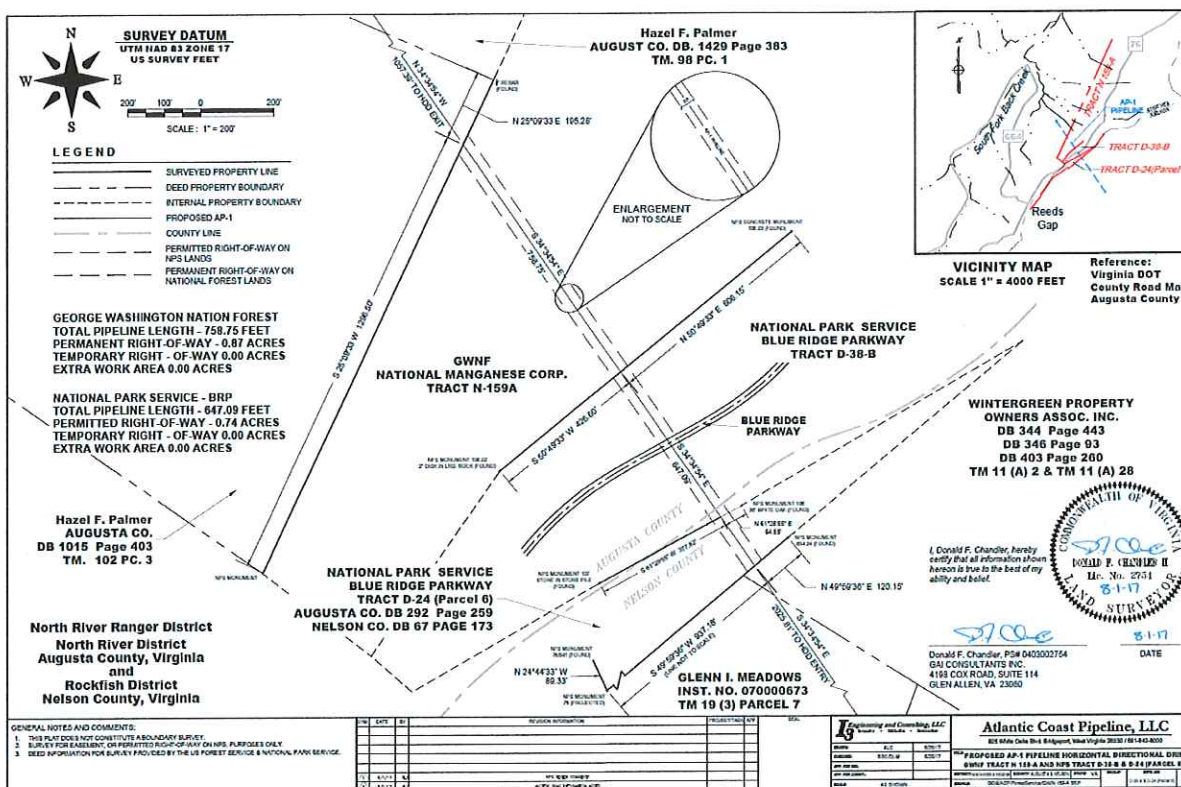
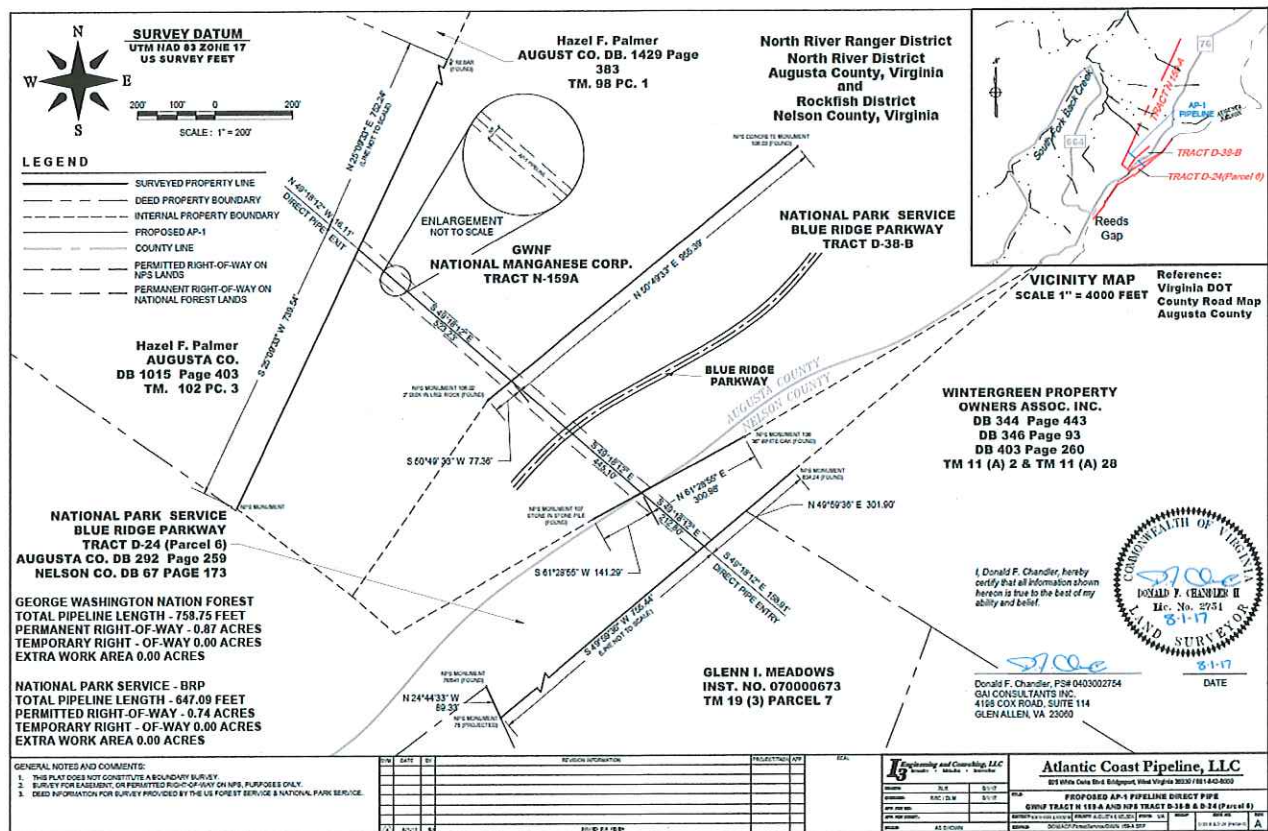
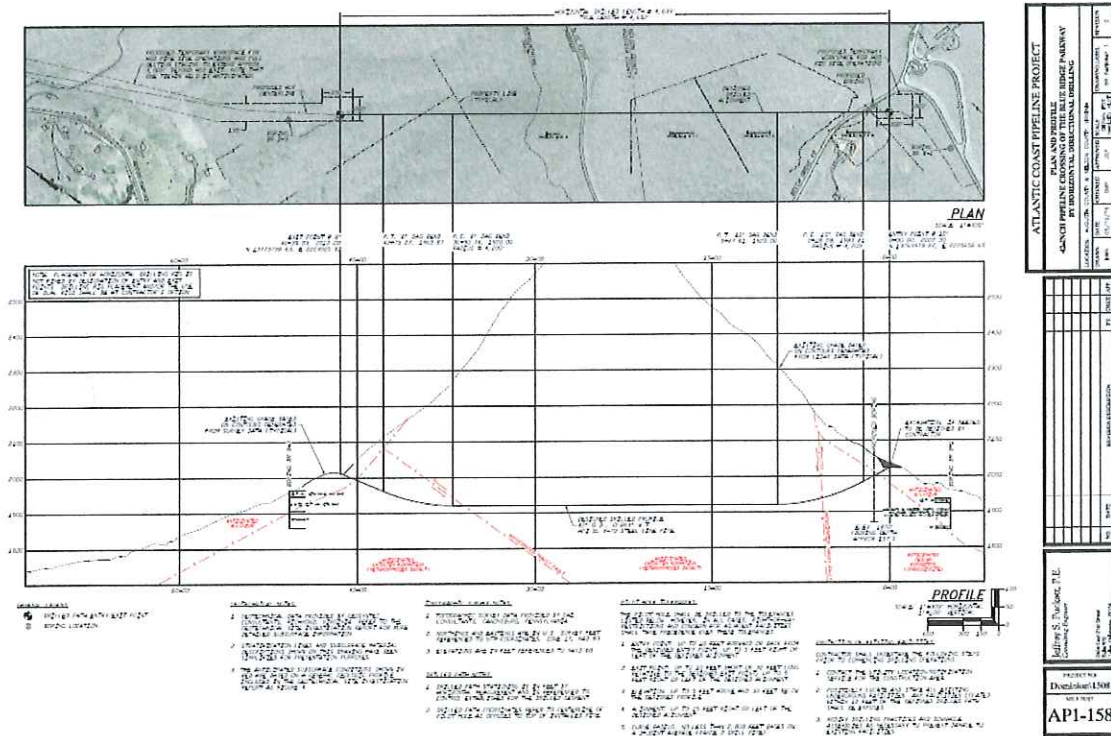


Exhibit B  
Construction Map and Details – Direct Pipe



### HDD Profile





**Exhibit C**  
**Blue Ridge Parkway Plan for Inadvertent Discoveries**

The following plan outlines procedures to follow if archaeological materials or human remains are discovered while working on Blue Ridge Parkway lands.

What are cultural resources?

A cultural resource discovery could be prehistoric or historic. Examples include:

- An accumulation of shell, burned rocks, or other food related materials
- Bones or small pieces of bone,
- An area of charcoal or very dark stained soil with artifacts,
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- Clusters of glass, pottery, tin cans or bottles, logging or agricultural equipment
- Buried railroad tracks, decking, or other industrial materials
- Building foundations

When in doubt, assume the material is a cultural resource.

What do you do if you uncover a Cultural Resource?

**Step 1: Stop work.** If any employee, contractor or subcontractor believes that he or she has uncovered a cultural resource at any point in the project, all work adjacent to the discovery must stop. The discovery location should be secured at all times.

The area of work stoppage will be adequate to provide for the security, protection, and integrity of the cultural resource. The contractor or project leader will be responsible for taking appropriate steps to protect the discovery. At a minimum, the immediate area will be secured to a distance of fifty (50) feet from the discovery. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site.

All artifacts are property of the USA and should not be collected. Leave all cultural resources in place unless directed otherwise.

**Step 2: Notify Park Staff.** Immediately contact the Parkway's Cultural Resources Manager, John McDade, at 828-348-3438. If John cannot be reached, contact Bambi Teague at 828-348-3439.

**Step 3: Follow Park Guidance.** Parkway staff will visit the site as soon as possible to evaluate the site and determine if work can resume or if the project must be halted until further notice. If an NPS approved archeological monitor is on site, they should be notified of any discoveries and can determine if a work stoppage is required and any other appropriate actions to take.