



THE SECRETARY OF THE INTERIOR
WASHINGTON

In Reply Refer To:
2880 (J02300) VC

December 28, 2017

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

DECISION

MVP, LLC
625 Liberty Avenue
Suite 1700
Pittsburgh, PA 15222

Right-of-Way Grant and Temporary Use Permit
VA-ES-058143 and WV-ES-058142

Right-of-Way Grant and Temporary Use Permits VA-ES-058143 and WV-ES-058142 Issued
Rent Determined
Monitoring Fee Determined
Bond Required

Enclosed are copies of your approved right-of-way (ROW) grant and Temporary Use Permit (TUP), Serial Numbers VA-ES-058143 and WV-ES-058142, authorizing the use of federal lands. The ROW and TUP were approved by the Department of the Interior on December 28, 2017.

The advance rent for the ROW and TUP is determined to be \$100,474.71 for the entire term of the Grant ending December 31, 2047. The BLM has received your advance ROW and TUP rent payments.

The monitoring fee for this Grant is determined to be a Category 6. The required funding for monitoring is included in the Cost Recovery Agreement established for the Mountain Valley Pipeline project.

Section 313(b) of the Energy Policy Act (EPA) of 2005, which amended the NGA, grants the United States Courts of Appeals original and exclusive jurisdiction to review Federal decisions to issue, condition, or deny a Federal authorization for any facility that will be constructed or operated subject to 15 U.S.C. 717b or 15 U.S.C. 717f:

The United States Court of Appeals for the circuit in which a facility subject to section 717b of this title or section 717f of this title is proposed to be constructed, expanded, or operated shall have original and exclusive jurisdiction over any civil action for the review of an order or action of a Federal agency (other than the Commission) or State administrative agency acting pursuant to Federal law to issue, condition, or deny any

permit, license, concurrence, or approval (hereinafter collectively referred to as "permit") required under Federal law, other than the Coastal Zone Management Act of 1972.

This Decision is an order or action of a Federal agency issuing a permit, as that term is used in the EPA Act, 15 U.S.C. 717r (d)(1), because it is an agency decision to issue and condition a BLM Grant for the use of Federal lands involved in the MVP Project, which is a facility that will be constructed and operated pursuant to 15 U.S.C. 717f. Accordingly, this Decision is appealable directly to an appropriate United States Court of Appeals in accordance with 15 U.S.C. 717r and the Federal Rules of Appellate Procedure (FRAP).

FRAP 4(a)(1)(B) states that in cases where the United States or its officer or agency is a party, the notice of appeal "may be filed by any party within 60 days after entry of the judgment or order appealed from." Similarly, the NGA requires that any party aggrieved by a FERC order on rehearing file a notice of appeal with the appropriate United States Court of Appeals within sixty (60) days, 15 U.S.C. 717r(b). Thus, any notice of appeal of this Decision must be filed in the appropriate United States Court of Appeals within sixty (60) days of the date of this Decision.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If you have any questions regarding your Grant or the fees connected with it, please contact Vicki Craft, Realty Specialist at (601) 919-4655.

Sincerely,



Joseph R. Balash
Assistant Secretary
Land and Minerals Management

Enclosure:

Right-of-Way Grants VA-ES-058143 and WV-ES-058142

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER VA-ES-058143 and WV-ES-058142

1. A right-of-way is hereby granted pursuant to title 28 of the Mineral Leasing Act of 1920 as amended (30 U.S.C. Sec. 185)
2. Nature of Interest:

- a. By this instrument, the Holder:

Mountain Valley Pipeline, LLC
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222

receives a right to construct, operate, maintain, and decommission a proposed 42-inch, steel-welded, underground natural gas pipeline (Pipeline) in northwestern West Virginia and southern Virginia, including associated access roads, as described in the legal land descriptions (Exhibit A), project maps (Exhibit B), and Framework Plan of Development (POD, Exhibit C), incorporated herein by reference. This Grant does not authorize the Holder to increase the size of the Pipeline to accommodate future needs or to transport a commodity other than natural gas. The Holder must have written approval by the Bureau of Land Management (BLM) of the Final POD prior to a Notice to Proceed being issued. By this instrument (Grant), the Holder receives a nonpossessory, nonexclusive right to use the Federal Lands specified in this Grant for the limited purpose of construction, operation, maintenance and termination of the Pipeline. The right to assign this Grant is in accordance with 43 CFR 2887.11.

While this Grant includes the authorization of "construction" of the pipeline, the specific requirements for construction and temporary uses associated with construction are found in the associated Temporary Use Permit (TUP) Exhibit B1.

- b. The right-of-way area granted herein includes:
 - i. A right-of-way authorizing the construction, operation, and maintenance of a 42-inch, welded steel, underground natural gas pipeline. The right-of-way is 50 feet wide and 3.6 miles long, and encompasses 22 acres more or less. The term of the Grant is thirty (30) years with the right of renewal.
 - ii. A right-of-way authorizing the upgrade, use, and maintenance of existing access roads

outside the permanent right-of-way. The Grant is 25 feet wide on major access roads and 34,826 feet long, encompassing approximately 20 acres. The Grant is issued for a term of thirty (30) years with the right of renewal. This Grant is limited to those portions of the roads lying on lands owned by the United States and managed by the U.S. Department of Agriculture Forest Service (FS).

- iii. A TUP in association with the permanent right-of-way authorizing the use of workspace outside the permanent right-of-way during the construction of the Project. The TUP would encompass an area on federal lands (in addition to the permanent 50-foot right-of-way) that is approximately 51.4 acres.
 - iv. A TUP in association with the Project right-of-way authorizing the upgrade, use, and maintenance of access roads outside the permanent right-of-way. The TUP for access roads will expand the road from 25 feet wide to 40 feet wide in most sections but expanded to 50 feet wide at some of the turns and approximately 6.6 miles long, encompassing approximately 30.9 acres more or less.
- c. Any proposed right-of-way development and/or construction activity outside of the approved right-of-way shall be reviewed and approved by the BLM prior to construction and prior to a Notice to Proceed being issued.
- d. This instrument shall expire on December 31 of the 30th full year from its effective date (December 31, 2047), unless, prior thereto, it is relinquished, abandoned, or terminated pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

The Holder is required to submit an application for renewal to the Authorized Officer at least 120 calendar days prior to the expiration date of this instrument. The Authorized Officer will review the application for renewal to ensure the Holder is complying with the terms, conditions, and stipulations of this instrument and applicable laws and regulations. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the Authorized Officer deems necessary to protect the public's interest.

- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the Holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the renewal, expiration, relinquishment, abandonment, or termination of this authorization.
- f. The Authorized Officer retains the right of access to the lands included within the right-of-way at any time and may enter any facility on the right-of-way in accordance with 43 CFR Part 2880, specifically 43 CFR 2885.13. The Holder shall pay monitoring fees in accordance with 43 CFR 2885.24 for the reasonable costs incurred in the inspection and monitoring of construction, operation, maintenance, and decommissioning of the right-of-way.
- g. This instrument is issued subject to valid existing rights in accordance with 43 CFR Part 2880. During the Holder's use of any lands or roads authorized herein, such use shall be consistent with

and not interfere with any prior valid existing rights of others over federal lands or roads. The BLM, FS, and the U.S. Army Corps of Engineers (collectively, Agencies) shall provide a listing, by case number, location, etc. of any rights that intersect or cover any authorized lands.

3. Rental:

For and in consideration of the rights granted, the Holder agrees to pay the BLM fair market value rental as determined by the Authorized Officer in accordance with 43 CFR 2885.19 and 2885.20 unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the Authorized Officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices. The rental provisions of this authorization may also be modified consistent with the provisions of any regulatory changes or pursuant to the provisions of any new or revised statutory authorities.

4. Terms and Conditions:

- a. This instrument is issued subject to the Holder's compliance with all applicable laws and regulations and, in particular, with the regulations contained in 43 CFR Part 2880, including the terms and conditions required by 43 CFR 2885.11. Failure of the Holder to comply with applicable law or regulations or any terms, conditions, or stipulations of this instrument shall constitute grounds for suspension or termination of this instrument thereof. The Authorized Officer may change the terms and conditions of this instrument as a result of changes in legislation, regulations, or as otherwise necessary to protect public health or safety or the environment in accordance with 43 CFR Part 2880 regulations.
- b. Unless otherwise delegated, the Eastern States Director, BLM, Department of Interior is the Authorized Officer responsible for issuance, Notices to Proceed, amendment, renewal, termination, variances, and bonding. The delegated official of the agency having administrative jurisdiction over the lands involved is the Authorized Officer responsible for regulating activities under the right-of-way grant and temporary use permit on lands under their jurisdiction in accordance with the terms and conditions of the right-of-way and temporary use permit.
- c. The attached Exhibits and/or Tables outlined below are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

Exhibit A: Right-of-Way Grant Legal Land Descriptions Serial Number VA-ES-058143 and WV-ES-058142

Exhibit A1: Alignment Sheets and Site Location Drawings Issued for Construction

Exhibit A-2: Legal Surveys Review

Exhibit B: Right-of-Way Grant Maps

Exhibit B1: Temporary Use Permit Legal Descriptions.

Exhibit C: POD, including Holder-committed environmental protection measures.

Exhibit D: Right-of-Way Grant Special and Standard Stipulations

Exhibit E: Construction March Chart

- d. The Holder shall perform all operations in a good and workmanlike manner, consistent with the approved POD, so as to ensure protection of the environment and the health and safety of the public. The Authorized Officer may order an immediate temporary suspension of operations, orally or in writing, in accordance with 43 CFR 2886.16 to protect public health or safety or the environment if the Authorized Officer determines that the Holder has violated one or more of the terms, conditions, or stipulations of this instrument. An immediate temporary suspension order is effective until the Holder receives a written Notice to Proceed from the Authorized Officer.
- e. The Holder will not initiate any construction or other surface disturbing activities on the right-of-way without prior written authorization of the Authorized Officer. Such authorization will be a written Notice to Proceed (Form 2800-15) issued by the Authorized Officer or his/her delegated representative. Each Notice to Proceed will authorize construction or use and occupancy only as therein expressly stated and only for the particular location or use and occupancy therein described, i.e., a construction phase or site location. The Authorized Officer will issue a Notice to Proceed subject to such terms and conditions as deemed necessary when the design, construction, use, occupancy, and operation proposals are in conformity with the terms and conditions of this instrument. See Exhibit C of this right-of-way Grant instrument for final POD requirements and conditions. The Final POD shall be reviewed and approved in writing by the Authorized Officer prior to a Notice to Proceed being issued. Additionally, all other terms, conditions, and stipulations of this instrument shall be reviewed and approved by the Authorized Officer prior to the Notice to Proceed being issued.
- f. This instrument shall, at a minimum, be reviewed by the Authorized Officer at the end of the 10th year and at regular intervals thereafter, not to exceed 10 years, provided, however, that this instrument may be reviewed at any time deemed necessary by the Authorized Officer in accordance with the regulations.
- g. This instrument may be assigned consistent with the regulations, but all assignments are subject to approval by the Authorized Officer. In addition, the qualifications of all assignees must comply with the requirements of the regulations. A partial assignment of this instrument shall not be approved if such action would hinder the Authorized Officer's management of the authorization or the associated public lands.
- h. The Holder shall indemnify the United States against any liability for damage to life or property arising from the use of public lands under this Grant.
- i. Severability

Each provision of this Grant shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Grant shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of this Grant as a whole.

j. Liability

The Holder shall be liable for damage or injury to the United States and third parties for any damage or injury they incur in connection with the Holder's use and occupancy of the Grant area to the extent provided by Section 28(x) of the Mineral Leasing Act of 1920, as amended (30 U.S.C. Sec. 185), and, to the extent consistent therewith, 43 CFR §2886.13. Within the limitations specified therein the Holder shall be held to a standard of strict liability for damage or injury to the United States resulting from fire or soil movement (including but not limited to landslides and slumps as well as wind and water-caused movement) caused or substantially aggravated by any of the following within the Grant area:

- a. Activities of the Holder under this Grant including, but not limited to construction, and operation and maintenance, and termination of the Pipeline.
- b. Activities of other parties including, but not limited to:
 - i. Land clearing and logging
 - ii. Earth-disturbing and earth-moving work
 - iii. Blasting
 - iv. Vandalism and sabotage
 - v. Acts of God

This section shall not act to impose strict liability for damage or injury resulting primarily from an act of war or from the negligent acts or omissions of the United States. The amount of the Holder's strict liability for any one incident shall be limited to the maximum allowable under 43 CFR 2886.13(b)(3).

k. Bonding

A performance bond, acceptable to the Authorized Officer, shall be furnished by the Holder in the amount of \$8,665,838. This bond may be periodically adjusted by the Authorized Officer or their designee when, in their sole determination, conditions warrant such a change. In addition, whenever requested by the Authorized Officer or their designee, the Holder shall furnish a report within 90 days estimating all costs for the Agencies to fulfill the terms and conditions of the grant in the event that the holder was not able to do so. This estimate report shall be prepared by an independent State certified engineer who is approved in advance by the Authorized Officer or their designee, and shall include such information including but not limited to administrative costs and Davis Bacon wages potentially incurred by the Agencies. The report shall detail the estimated costs and shall be accompanied by the engineer's seal. All costs of preparing and

submitting this report shall be borne solely by the holder. This report along with inflationary estimates shall be the basis of the bond, and shall remain in effect until such time that the Authorized Officer or their designee determines that conditions warrant a review of the bond. Surface disturbing activities shall not commence until the Authorized Officer or their designee has accepted the bond and issued a Notice to Proceed.

l. Indemnification

In addition to the obligation imposed on the Holder by the provisions of 43 CFR §2886.13, to the extent consistent with Sec. 28(x) of the Mineral Leasing Act of 1920, as amended, (30 U.S.C. Sec. 185), the Holder agrees to fully indemnify the United States for any and all costs or obligations incurred by the United States in performing any obligation of the Holder under this Grant.

l. Right of the United States to Perform

If after thirty (30) days, or in an emergency such shorter period as shall not be unreasonable, following the making of a demand therefore by the Authorized Officer or their designee, the Holder (or its agents, employees, contractors or subcontractors) shall fail or refuse to perform any of the actions required by the provisions listed in this Grant and the stipulations in attached Exhibits, the United States shall have the right, but not the obligation, to perform any or all of such actions at the sole expense of the Holder.

m. Liens

The Holder shall, with reasonable diligence, discharge any lien against the Federal Lands that results from any failure or refusal on its part to pay or satisfy any judgment or obligation that arises out of or is connected in any manner with the construction, operation, maintenance or termination of all or any part of the Pipeline System (i.e., all facilities, whether or not located on Federal Lands, used by the Holder in connection with the construction, operation, maintenance or termination of the Mountain Valley Pipeline) on Federal Lands.

The foregoing provision shall not be construed to constitute the consent of the United States to the creation of any lien against Federal Lands or to be in derogation of any prohibition or limitation with respect to such liens that may now or hereafter exist.

n. Officials not to Benefit

No Federal employee or 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.

o. Terms and Conditions

During the life of this Grant, the Holder shall comply with Section 28 of the Mineral Leasing Act

of 1920, as amended, 30 U.S.C. Sec. 185, and the regulations contained in 43 CFR Part 2880, Rights-of-Way under the Mineral Leasing Act, and the terms and conditions contained herein and attached and made a part hereof.

The use, occupancy or development of the Federal Lands or their resources that are not authorized by this Grant or in a way that is beyond the scope and terms and conditions of this Grant shall constitute a trespass subject to the applicable Federal laws and regulations.

p. Termination

Failure of the Holder to comply with: 1) applicable law, 2) any provision of this Grant, including all Exhibits attached to the Grant, or 3) any provisions of any associated contracts for the sale of timber or rock, shall constitute grounds for suspension or termination thereof in accordance with 43 CFR §2886.17.

Subject to 43 CFR §2886.11, after the Grant terminates, the Holder must remove any facilities within the right-of-way area within a reasonable time, as determined by BLM, unless BLM instructs the Holder otherwise in writing, or termination is due to non-payment of rent (43 CFR §2885.17(c)). Removal of facilities, if required by the BLM, shall be in accordance with 43 CFR §2886.19.

q. Equal Employment Opportunity Stipulations

During the life of this Grant, the Holder agrees as follows:

(1) The Holder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Holder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Holder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Holder will, in all solicitations or advertisements for employees placed by or on behalf of the Holder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Holder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Holder's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Holder will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Holder will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Holder's noncompliance with the nondiscrimination clauses of this Grant or with any such rules, regulations, or orders, this Grant may be cancelled, terminated or suspended in whole or in part and the Holder may be declared ineligible for further Government Grants in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies involved as provided in of Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Holder will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Holder will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Holder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Holder may request the United States to enter into such litigation to protect the interest of the United States.
GPO-833-600

IN WITNESS WHEREOF, the undersigned agrees to the terms and conditions of this right-of-way Grant or permit.



Robert J. Cooper,
Senior Vice President, Engineering & Construction
EQT Midstream Partners



Joseph R. Balash
Assistant Secretary - Land and Minerals Management
U.S. Department of the Interior

DECEMBER 27, 2017

Date

12/28/17

Effective Date of Grant

Exhibits:

- Exhibit A: Right-of-Way Grant Legal Land Description
- Exhibit A1: Alignment Sheets and Site Location Drawings Issued for Construction
- Exhibit A-2: Legal Surveys Review
- Exhibit B: Right-of-Way Grant Maps
- Exhibit B1: Temporary Use Permit Legal Descriptions
- Exhibit C: Plan of Development, including requirements of the ROD and the PA
- Exhibit D: Right-of-Way Grant Special and Standard Stipulations
- Exhibit E: Construction March Chart