**Summary of Easement Release Points in**

**Friends of Nelson Letter to FERC of March 2, 2021**

Over the course of planning its now-abandoned Pipeline, Dominion Energy, through Atlantic Coast Pipeline, LLC, obtained thousands of easements from private landowners, many secured through eminent domain proceedings or through easement agreements backed by the threat of Atlantic’s exercise of eminent domain. We estimate that approximately \_\_\_ parcels in Nelson County continue to be burdened by these “zombie” easements. Many landowners may feel that the easements are now irrelevant. That is incorrect. By remaining in place even after the cancellation of the project, these easements burden landowners’ ability to use or sell their property—and also their peace of mind, due to the threat that Atlantic could someday transfer the easement to the developer of another project.

Even though it no longer plans to build the Pipeline, Atlantic has publicly stated that it does not intend to voluntarily release the easements. Nor has Atlantic committed not to transfer the easements to a third party for use in another pipeline or infrastructure project, saying only that it “ha[s] no plans to do so at this time.” Atlantic’s stubbornness raises questions about why it needs to hold onto easements for which it should have no future use. FERC should require Atlantic to give private landowners the opportunity to regain full ownership of their property by releasing the easements.

Until the easements are released, the easements are a serious, continuing, and completely unwarranted burden on all properties. The easements, consisting of Temporary Easements and/or Permanent Easements, may significantly diminish the owner’s enjoyment of their property and materially diminish its value in many ways. To illustrate how these constraints may limit a landowner’s use of their land, consider some specific Nelson County examples that Friends of Nelson has identified:

1. Landowners are prohibited from constructing a house, barn or other structure within the path of the easements, even though the best sites for such structures are within the easements.
2. A landowner has a steep, rustic driveway that cannot be improved without engaging in earthmoving activity which she is forbidden to do unless she obtains “the express written permission of the Grantee (i.e., Atlantic),”
3. A subdivision may be similarly limited in its ability to repair or improve some of its roads in the future because of the easement that crosses them.
4. In another case, a parcel’s sole developable house site lies outside of the easement, but can only be accessed by crossing the easement, necessitating the construction of a driveway or road in violation of the easement terms.
5. There is a larger parcel that is otherwise well-suited to subdivision and development but whose owners fear they or their heirs will never be able to do so because of the easement’s strictures. What lender would approve financing for projects like these that clearly violate the terms of a duly recorded easement?

And, even for landowners who have no desire to further develop their parcels, “zombie easements” like those left behind by Atlantic’s abandoned project may still be a serious impediment to future sale of the parcels. Title companies will note the recorded encumbrance and raise it as an “objection to title” in their commitment for title insurance. In some cases, this may limit the scope of the title insurance the buyer can obtain and, hence, the financing available to them. Moreover, the existence of the easements and their limitations must be disclosed by the realtors when a property is listed for sale. Faced with the myriad complications, confusion and potential future threats caused by the easement’s encumbrance on the property, many potential buyers would simply walk away and look for a different parcel.