

7635
RIGHT-OF-WAY AGREEMENT

FILE NO. _____

THE STATE OF Alabama
COUNTY OF Shelby

2,210.00

KNOW ALL MEN BY THESE PRESENTS THAT the undersigned, Crow Land Company, Inc. and Quaker Square Development Company, Inc.
hereinafter called GRANTOR (WHETHER ONE OR MORE), for and in consideration of the sum of _____
Ten dollars (\$10.00) and no/100-----
and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged,
does hereby GRANT, BARGAIN, SELL and CONVEY unto McKenzie Methane Corporation

its successors and assigns (hereinafter called GRANTEE), a Right-of-Way and Surface Easement along a route, the location of which has been agreed to by parties herein (the location of the first pipeline, as constructed, to evidence such route) for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing and removing pipelines and appurtenant facilities for the transportation and processing of oil, gas, petroleum products or other liquids, water, gases or substances which can be transported through a pipeline on the following described lands situated in Shelby County, State of Alabama, to wit:

As described on Exhibit C attached hereto.

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional pipelines and appurtenant facilities, with the first pipeline laid by Grantee, hereunder and for any such additional line so laid Grantee, shall pay the Grantor a good and sufficient consideration for such additional line in the proportionate part thereof as Grantor's interest in said lands bears to the entire fee, to be paid after the completion of the construction of such additional line.

The right-of-way and easement herein granted shall be sixty (60) feet in width during construction and thirty (30) feet in width thereafter.

Grantee shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress and egress over and across said lands to and from said right of way and easements and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipeline. Grantee shall have the right to assign this grant in whole or in part.

Grantee agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said Grantor has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to Grantee. It is understood and agreed that the consideration herein paid does include payment of the normal damages caused by the initial construction of the first pipeline and its appurtenant facilities.

Grantor hereby expressly agrees that in the event the route of the pipelines to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located in the above described land or other places requiring extra working space, then Grantee shall have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional working space.

Grantor does hereby release, acquit and forever discharge Grantee its successors and assigns, its employees, agents and contractors from any and all losses, liabilities, claims, damages, demands and causes of action for any and all injuries and damage to the surface of the tract of land herein described and to the appurtenances and improvements thereon and for any and all damages to and/or loss of the trees, crops and vegetation owned and/or being cultivated on said tract of land by the Grantor, their respective employees and/or tenants, arising directly or indirectly in connection with the operations of Grantee, its employees, agents and contractors.

Grantor expressly represents that it currently owns the said above described lands, and has the right, title and authority to fully convey the right-of-way and easement herein granted to Grantee.

TO HAVE AND TO HOLD to Grantee, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, Grantee for the purposes herein granted, and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all singular said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. It being specifically understood that if the rights and easements granted hereby are no longer used for a period of one year by Grantee or its successors or assigns this easement shall terminate automatically. It is understood that Grantee's "use" may include normal periods of shut-in, workover, or maintenance when gas does not actually flow through the pipeline located on the premises of the easement herein granted, but during which period or periods Grantee continues to have future plans for use of the pipeline for transporting gas; and in such event the actions of Grantee shall not be characterized as non-use.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of the agreement.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance this 28th day of September, 19 89.

CROW LAND COMPANY, INC.

by: John Crow Miller
its: secretary

QUAKER SQUARE DEVELOPMENT COMPANY, INC.

by: Robert M. Lashley
its: President

BOOK 259 PAGE 610

ACKNOWLEDGEMENT

STATE OF Alabama

COUNTY OF Jefferson

I, Pam Travis a Notary Public in and for said County in said State,
hereby certify that Helen Crow Mills
whose name as Secretary of Crow Land Company, Inc.

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and official seal, this the 28th day of September, 1989

Pam Travis
NOTARY PUBLIC IN AND FOR THE STATE OF Alabama

MY COMMISSION EXPIRES NOVEMBER 22, 1992

ACKNOWLEDGEMENT

STATE OF Alabama

COUNTY OF Jefferson

I, Pam Travis a Notary Public in and for said County in said State,
hereby certify that Terry M. Hahskey
whose name as President of Quaker Square Development Co., Inc.

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and official seal, this the 28th day of September, 1989

Pam Travis
NOTARY PUBLIC IN AND FOR THE STATE OF Alabama

MY COMMISSION EXPIRES NOVEMBER 22, 1992

EXHIBIT C

Attached to and part of Right-of-Way Agreement between Crow Land Company, Inc.
and Quaker Square Development Company, Inc.
and McKenzie Methane Corporation
dated September 28, 1989.

Along the old Railroad grade located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$; NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; all in Section 20, Township 20 South, Range 3 West.

