

## RIGHT-OF-WAY AGREEMENT

THE STATE OF ALABAMA  
COUNTY OF SHELBY

1577

516.67

KNOW ALL MEN BY THESE PRESENTS THAT the undersigned, \_\_\_\_\_

John E. Shepherd and wife, Anne T. Shepherd

hereinafter called GRANTOR (WHETHER ONE OR MORE), for and in consideration of the sum of -----Ten and More----- Dollars  
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 roadways, power lines, 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:

The S $\frac{1}{2}$  of the NE $\frac{1}{4}$  in Section 34, Township 21 South, Range 4 West, Shelby County, Alabama.

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 roadways, power lines, pipelines and appurtenant facilities, with the first roadway, power line and pipeline laid by Grantee, hereunder and for any such additional roadway or line so laid Grantee, shall pay the Grantor a good and sufficient consideration for such additional roadway or 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 roadway or 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 roadway, power line or 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 roadways, power lines, 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 roadway, power line and pipeline and its appurtenant facilities.

Grantor hereby expressly agrees that in the event the route of the roadways, power lines or 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.

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 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 29th day of August, 1989.

WITNESS:

SIGNATURE OF GRANTOR OR GRANTOR'S LEGAL REPRESENTATIVE

John E. Shepherd  
John E. Shepherd

Anne T. Shepherd  
Anne T. Shepherd

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TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his/her consent and approval to the above described easement, and the full use and exercise thereof, subject to the condition that any and all damages sustained to his/her crops and other property on said premises, as a result of the exercise of said rights under said consent, shall be paid to him/her.

ACKNOWLEDGEMENT

THE STATE OF Alabama X  
COUNTY OF Jefferson X

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_

John E. Shepherd and wife, Anne T. Shepherd

known to me to be the person/s whose name/s is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed, being informed of the contents of same.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of September, 19 89

( S E A L )

Doris S. Pearson  
NOTARY PUBLIC IN AND FOR THE STATE OF Alabama

My commission expires 6-28-91.

ACKNOWLEDGEMENT

THE STATE OF \_\_\_\_\_ X  
COUNTY OF \_\_\_\_\_ X

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_

known to me to be the person/s whose name/s is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 NOV 28 AM 10:10

Thomas A. Swann, Jr.  
JUDGE OF PROBATE

ACKNOWLEDGEMENT

THE STATE OF \_\_\_\_\_ X  
COUNTY OF \_\_\_\_\_ X

1. Deed Tax	\$	<u>1.00</u>
2. _____	\$	<u>5.00</u>
3. _____	\$	<u>3.00</u>
4. _____	\$	<u>1.00</u>
5. _____	\$	<u>10.00</u>
6. _____	\$	<u>10.00</u>
Total	\$	<u>10.00</u>

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_

known to me to be the person/s whose name/s is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_