

RIGHT-OF-WAY-AGREEMENT

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The State of Alabama
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS THAT the undersigned Donald Alan Merritt, A/K/A Donny Merritt, and wife, Delores Merritt, 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 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 Jefferson County, State of Alabama, to wit:

That parcel of land owned by Donald Alan Merritt and Delores Merritt and located at 89 Shore Camp Road, Adger, Jefferson County, Alabama, more particularly described in Deed Book 555, Page 930 Probate Records Jefferson County, Alabama. The Right-of-Way to proceed in a Southwesterly direction from the Eastern boundary of said parcel of land 400 feet, more or less, to the Southern boundary of said parcel of land and approximately parallel to Valley Creek.

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 power lines, pipelines and appurtenant facilities, with the first power line and pipeline laid by Grantee, hereunder and for any 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 sufficient for construction and twenty (20) 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 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 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 power line and pipeline and its appurtenant facilities.

Grantor hereby expressly agrees that in the event the route of the 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.

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McKenzie Methane Corp.
Donald Alan Merritt
Delores Merritt

TO HAVE AND TO HOLD to Grantee, its successor 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 whomever 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 representative 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 1st day of December, 1990.

SIGNATURE OF GRANTOR:

Donald Alan Merritt
Donald Alan Merritt, A.K.A.
Donny Merritt SS# [REDACTED]

Delores Merritt
Delores Merritt SS# [REDACTED]

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ACKNOWLEDGEMENT

The State of Alabama
County of Jefferson

BEFORE ME, the undersigned authority, on this day personally appeared Donald Alan Merritt, and Delores Merritt 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, being informed of the contents of same, executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of December, 1990.

(S E A L)

Doris J. Pearson
Notary Public in and for the
State of Alabama.

My commission expires June 28, 1991.

1. Deed Tax	-----	\$ 2.00
2. Mtg. Fee	-----	\$ 5.00
3. Recording Fee	-----	\$ 3.00
4. Indexing Fee	-----	\$ 1.00
5. No Tax Fee	-----	\$ 1.00
6. Certified Fee	-----	\$ 1.00
Total	-----	\$ 11.00

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

91 JAN 11 PM 1:28

Thomas A. Scarborough, Jr.
JUDGE OF PROBATE

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