

FILED	Jul 22, 2024
AT	10:14:21 AM
BOOK	01544
START PAGE	0447
END PAGE	0458
INSTRUMENT #	04869
EXCISE TAX	\$0.00
NL	

This Easement prepared by:

Monarch Bioenergy, LLC
9200 Watson Road, Suite 200
St. Louis, MO 63126

When recorded, return to:

Monarch Bioenergy, LLC
c/o Colliers Engineering & Design
5275 Parkway Plaza Blvd., Suite 100
Charlotte, NC 28217

PIPELINE EASEMENT

STATE OF NORTH CAROLINA

COUNTY OF HOKE

Grantor: **Andrew C. Womble, and wife Emily M. Womble** with an address at 11281 Crawford St.,
Laurinburg, NC 28352
 Marvin S. Womble, and wife Cynthia E. Womble with an address at 507 Montrose Lane,
Laurinburg, NC 28352
 Theron T. Womble, and wife Peggy J. Womble with an address at 4616 Kimberly Circle,
Sanford, NC 27330
 Olivia W. Griffin, and husband Richard M. Griffin with an address at 748 Wood Hollow Rd.,
Taylorsville, NC 28681

Grantee: **Monarch Bioenergy, LLC** with an address at 9200 Watson Road, Suite 200, St. Louis, Missouri
63126

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of the Easement and mutual covenants and agreements set forth in this Pipeline Easement ("Agreement"), Grantor grants to Grantee, its successors and assigns, all of the following:

Easement. A perpetual easement and right of way which is 20 feet wide as shown in Exhibit A (the "Easement") for purposes of continuing diligence (including surveying and environmental diligence), constructing, installing, maintaining, operating, repairing, altering, replacing, removing, relocating, inspecting, upgrading, and protecting the pipeline and appurtenant facilities for the exclusive purpose of transporting biogas and natural gas, including work for storm water management plans; to perform necessary pre-construction work; to install electric power supply and

communication service equipment for the operation of Grantee's pipeline and facilities; and to have reasonable ingress to and egress from its Easement and any adjacent properties or easements across and through lands which are owned by Grantor located all or in part of the Township of Allendale, Hoke County, North Carolina, and described as follows:

Parcel Identifier Number: **194010001014**

Including lands acquired by Grantor, Estate Book 09 E, Page 105 Hoke County, North Carolina, including contiguous or appurtenant lands owned by Grantor, containing approximately 75 acres ("Grantor's Land").

Grantee's Right of Possession. During times of pipeline construction, diligence (including surveying and environmental diligence), maintenance, repair, replacement or removal, Grantor grants Grantee reasonable temporary use of the Grantor's Land outside the Easement while exercising those rights, including but not limited to, the right to transport pipe, vehicles, machinery, persons, equipment and other materials to and from other lands. Grantee will have (i) the right to clear vegetation, undergrowth, trees and any other obstructions which interfere with the rights granted in this Agreement; and (ii) no liability for damages caused by keeping the Easement clear.

Grantor's Right of Possession. Grantor may fully use and enjoy Grantor's Land in any way (including typical farming) that does not interfere with Grantee's rights granted under this Agreement. Grantor will not disturb or allow to be disturbed Grantee's erosion controls or storm water management plan controls which are required by permit.

Restoration; Damages. Grantee shall, to the extent reasonably practical, restore Grantor's Land to the same condition as when the Grantee began any construction. Grantee shall also be responsible for actual physical damage (including crop damage) to the extent caused by Grantee in exercising the rights granted herein.

Further Assurances. Grantor agrees to execute and deliver to Grantee such further affidavits, amendments, permit documents and other instruments as may be necessary or convenient to more fully carry out the purposes of this Agreement (e.g., certified survey), including to cooperate with Grantee's efforts to obtain financing (e.g., non-disturbance agreement).

Indemnification. Grantee shall, at Grantee's sole cost and expense, comply with all applicable laws, orders, ordinances and other public requirements now or hereafter affecting the Pipeline Easement Area or the use thereof (as well as obtaining, at Grantee's sole cost and expense, all required governmental approvals and building permits, etc. for the construction/installation of the pipeline and improvements to be located on the Pipeline Easement Area), and indemnify, defend and hold Grantor harmless from expense (including reasonable attorney fees, court costs and expenses) or damage resulting from failure to do so.

Binding Effect; Assignment. The terms and conditions of this Agreement will run with Grantor's Land and will extend to and benefit the parties hereto and their successors and assigns. Grantee, its successors and assigns, will have the right to assign or transfer the rights granted under this Agreement in whole or in part.

Ownership of the Property. Grantor represents, warrants and covenants that (i) it is the lawful owner of Grantor's Land and has the right to convey the rights set forth herein; (ii) Grantor's Land is free from all encumbrances, except for encumbrances of record, and contains no substances or materials which would cause or threaten impairment to human health or the environment; (iii) Grantee shall have quiet enjoyment hereunder; and (iv) should the depiction of Grantor's Land in Exhibit A for any reason prove incorrect or inadequate to cover the land intended to be conveyed, Grantor agrees to execute such instrument(s) that may be necessary to correct the inadequacy.

Abandonment. Grantee agrees in the event of complete non-use of the pipeline by Grantee or its successors or assigns for a period of five consecutive years following commercial in-service, the Easement shall be considered abandoned. Grantee shall furnish at its expense, upon receipt of written request from Grantor, a release of the Agreement. In this event, Grantee shall, in its sole discretion, have the right to abandon its facilities in-place or remove them from Grantor's Land. The time during which Grantee fails to use its facilities due to: (i) authorized acts or orders of federal, state or local government; or (ii) strikes, shall not be included in calculating the five year period for abandonment.

Professional Fees It is the Grantee's responsibility to secure all professional services and associated expenses necessary to execute the easement agreement(s). These expenses include, but are not limited to, surveying, environmental diligence, recording, and closing fees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor signs this Agreement this 3 day of June, 2024.

GRANTOR:

By: Andrew C. Womble
ANDREW C. WOMBLE

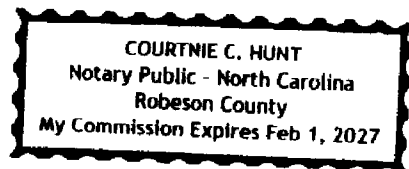
STATE OF NORTH CAROLINA

COUNTY OF Scotland

I, Courtne C. Hunt, Notary Public for Robeson County, North Carolina, do hereby certify that Andrew C. Womble personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal/stamp this the 3rd day of June, 2024

[NOTARY SEAL]



C. C. Hunt Sign

Courtne C. Hunt Print

My commission expires: 2/1/2027

IN WITNESS WHEREOF, Grantor signs this Agreement this 3 day of June, 2024.

GRANTOR:

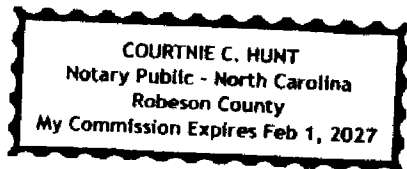
By: Emily M. Womble
EMILY M. WOMBLE

STATE OF NORTH CAROLINA
COUNTY OF Scotland

I, Courtne C. Hunt, Notary Public for Robeson County, North Carolina, do hereby certify that Emily M. Womble personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal/stamp this the 3rd day of June, 2024.

[NOTARY SEAL]



C.C. Hunt Sign

Courtne C. Hunt Print

My commission expires: 2/1/2027

IN WITNESS WHEREOF, Grantor signs this Agreement this 3 day of June, 2024.

GRANTOR:

By: 
MARVIN S. WOMBLE

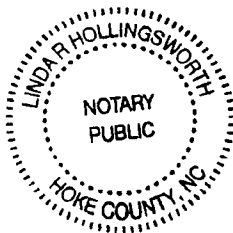
STATE OF NORTH CAROLINA

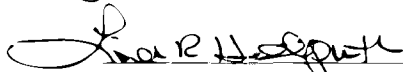
COUNTY OF Hoke

I, Linda R Hollingsworth, Notary Public for Hoke County, North Carolina, do hereby certify that Marvin S. Womble personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal/stamp this the 3 day of June, 2024.

[NOTARY SEAL]



 Sign

Linda R Hollingsworth Print

My commission expires: June 10, 2027

IN WITNESS WHEREOF, Grantor signs this Agreement this 3 day of June, 2024.

GRANTOR:

By: Cynthia E. Womble
CYNTHIA E. WOMBLE

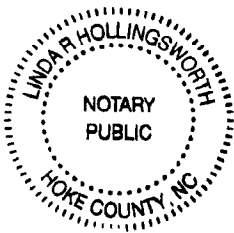
STATE OF NORTH CAROLINA

COUNTY OF Hoke

I, Linda R Hollingsworth, Notary Public for Hoke County, North Carolina, do hereby certify that Cynthia E. Womble personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal/stamp this the 3 day of June, 2024.

[NOTARY SEAL]



Linda R Hollingsworth Sign

Linda R Hollingsworth Print

My commission expires: June 10, 2027

IN WITNESS WHEREOF, Grantor signs this Agreement this 4th day of June, 2024.

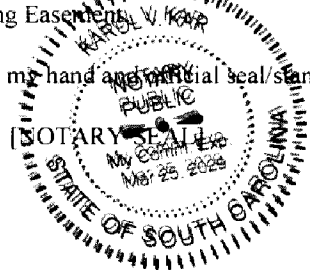
GRANTOR:

By: [Signature]
THERON T. WOMBLE

South Carolina
STATE OF ~~NORTH CAROLINA~~
COUNTY OF Horry

I, KAROL V. KAR, Notary Public for Horry County, SOUTH Carolina, do hereby certify that Theron T. Womble personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal/stamp this the 4 day of JUNE, 2024.



[Signature] Sign

KAROL V. KAR Print

My commission expires: May 25, 2029

IN WITNESS WHEREOF, Grantor signs this Agreement this 4th day of June, 2024.

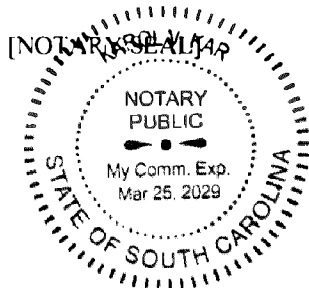
GRANTOR:

By: Peggy J. Womble
PEGGY J. WOMBLE

SOUTH
STATE OF ~~NORTH~~ CAROLINA
COUNTY OF Hoke

I, Karen V. Col, Notary Public for Hoke County, North Carolina, do hereby certify that Peggy J. Womble personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal/stamp this the 4 day of June, 2024.



Kol VK Sign

Karen V. Col Print

My commission expires: MARCH 25, 2029

IN WITNESS WHEREOF, Grantor signs this Agreement this 10 day of June, 2024.

GRANTOR:

By: Olivia W. Griffin
OLIVIA W. GRIFFIN

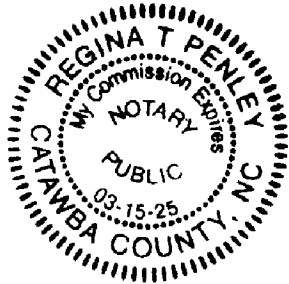
STATE OF NORTH CAROLINA

COUNTY OF Catawba

I, Regina T. Penley, Notary Public for Catawba County, North Carolina, do hereby certify that Olivia W. Griffin personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal/stamp this the 10 day of June, 2024.

[NOTARY SEAL]



Regina T. Penley
Regina T. Penley Print
My commission expires: March 15, 2025

IN WITNESS WHEREOF, Grantor signs this Agreement this 10 day of June, 2024.

GRANTOR:

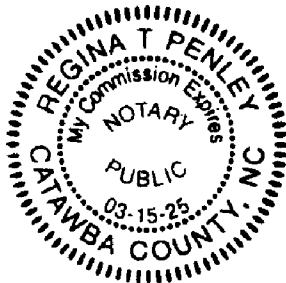
By: *Richard M. Griffin*
RICHARD M. GRIFFIN

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, *Regina T. Penley* Notary Public for Catawba County, North Carolina, do hereby certify that Richard M. Griffin personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal/stamp this the 10 day of June, 2024.

[NOTARY SEAL]

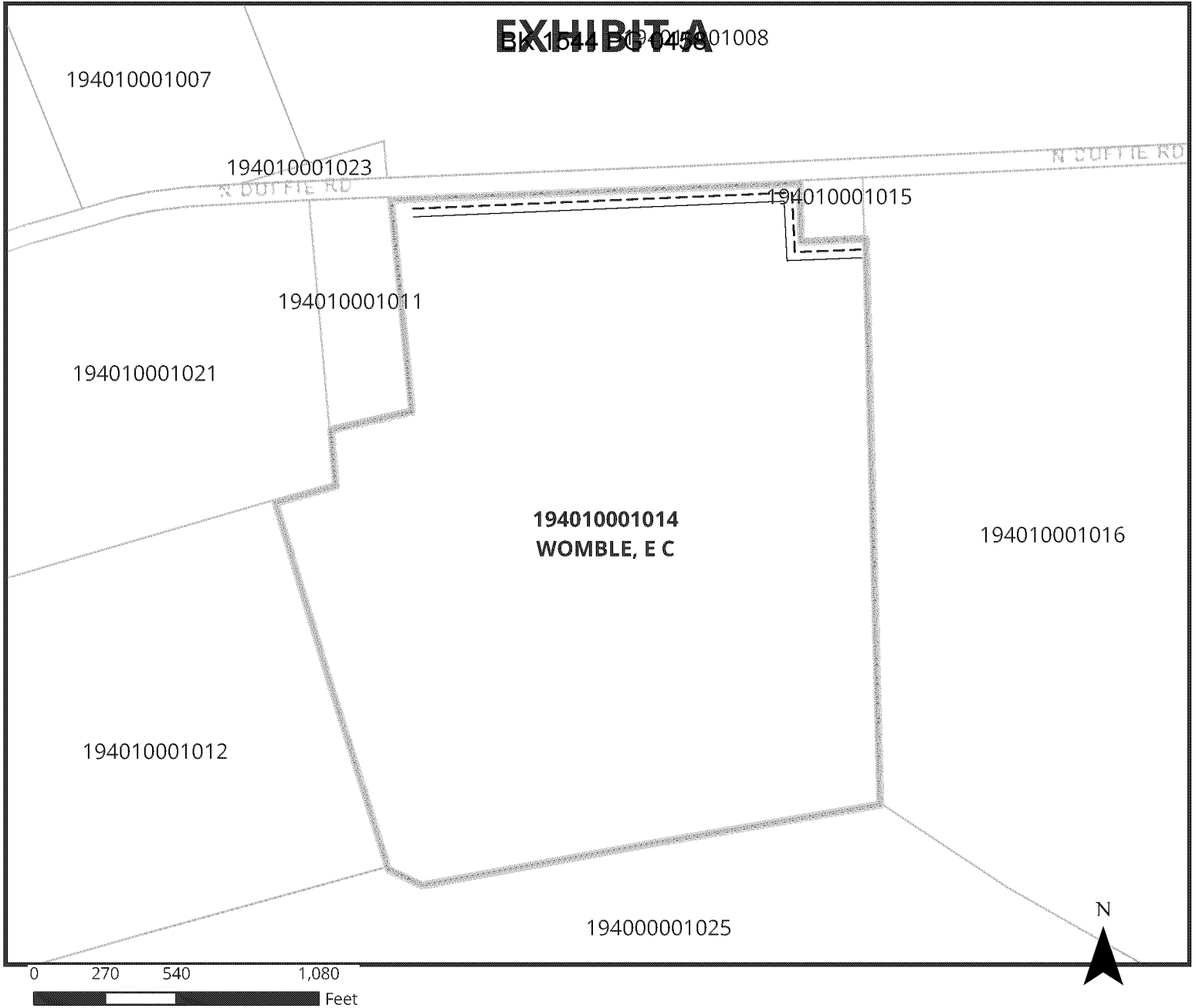


Regina T. Penley Sign
Regina T. Penley Print

My commission expires: March 15, 2025

EXHIBIT A

Book 1544 - Page 0458



MONARCH ENERGY - RAE
North Carolina - MEGA LAU
Hoke County, North Carolina



10' Directional Boring Easement



20' Open Trench Easement



Parcel



Adjacent Parcel

LANDOWNER:
E C WOMBLE HEIRS

PARCEL REFERENCE NUMBER:
194010001014

PIN:
194010001014

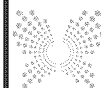
PROPERTY ADDRESS:
N DUFFIE RD

APPROXIMATE ACRES IN EASEMENT:
0.758 Acres

REFERENCE:
ESTATE BOOK & PAGE: 9E/105

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

The temporary workspace is not depicted on the exhibit.



MONARCH

DATE: 5/22/2024

