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0904

FILED
BLADEN COUNTY NC
BEVERLY T. PARKS
REGISTER OF DEEDS
FILED Apr 16, 2024
AT 12:11:23 pm
BOOK 00861
START PAGE 0904
END PAGE 0908
INSTRUMENT # 01044
EXCISE TAX (None)
JSB

This Easement prepared by:

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

When recorded, return to:

Ray Dorman, SR/WA
V&M, a JMT company
3508A Trent Road
New Bern. NC 28562

PIPELINE EASEMENT

STATE OF NORTH CAROLINA

COUNTY OF BLADEN

Grantor: TODD MOORE
2329 CLARK AVENUE
RALEIGH, NC 27607-7321

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, inspecting, and protecting the pipeline and appurtenant facilities (including communication service equipment for the operation of Grantee's pipeline and facilities) for the transportation of biogas and natural gas, through lands which are owned by Grantor located all or in part of the Township of Whites Creek, Bladen County, North Carolina, and described as follows:

Parcel Identifier Number: 125800160156

Including lands acquired by Grantor, Deed Book 707, Page 0674, Bladen County, North Carolina, including contiguous or appurtenant lands owned by Grantor, containing approximately 339.34 acres ("Grantor's Land").

Grantee's Right of Possession. During times of pipeline construction, diligence (including surveying and environmental diligence), Grantee shall not enter upon the surface of the Grantor's lands and all construction shall take place with subsurface boring methods. No surface access or use to said lands is granted via this easement unless the subsurface boring distance exceeds constructability limits at which point Grantee permits access to an area (~40' x 40') to complete the pipeline construction and/or repairs.

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.

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).

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.

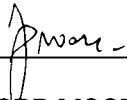
Ownership of the Property. Grantor represents, warrants and covenants that (i) it is the lawful owner of Grantor's Land and has the right to convey the rights set forth herein; (ii) Grantor's Land is free from all encumbrances, except for encumbrances of record, and contains no substances or materials 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor signs this Agreement this 15th day of APRIL, 2024.

GRANTOR: TODD MOORE

By: 

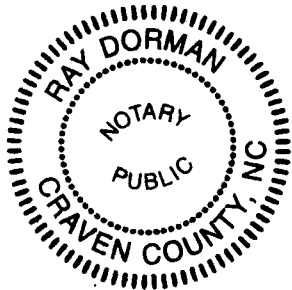
Print Name: TODD MOORE

STATE OF NORTH CAROLINA
COUNTY OF BLADEN

I, Ray Dorman, a Notary Public for Craven County, North Carolina, do hereby certify that TODD MOORE personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal/stamp this the 15th day of APRIL, 2024.

[NOTARY SEAL]



 Sign
Ray Dorman Print

My commission expires: 7/01/2025

Exhibit A

Property shown as solid orange lines below, in Bladen County, North Carolina, GIS PIN #125800160156, Parcel ID #0026717 containing approximately 339.34 acres, found in deed book 707, page number 674.

Includes a 20' wide permanent pipeline easement, of approximately 7,425 linear feet, on property defined within Exhibit A. First portion of easement to begin at northerly boundary line and run southerly generally following an earth lane to exit at westerly side of Allen Priest Road. Second portion of easement connecting to first portion and crossing Allen Priest Road to southerly side of road and running southwesterly along southerly side of road to exit at southerly boundary line. Following approximately the alignment as shown below in the red/dashed line. (see second sheet)

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An attached map that has this legend: "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."

BK:00861 PG:0908

