

**PIPE LINE RIGHT-OF-WAY GRANT**

FOR AND IN CONSIDERATION of One Dollar (\$ 1.00) in hand paid, the receipt of which is hereby acknowledged, and the further consideration to be paid when said pipe line is laid,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

herein called "Grantor", hereby grants unto Cedar Valley Energy, Inc., P. O. Box 726, Wooster, OH 44691, the "Grantee", its successors or assigns, the right of way to lay, maintain, operate, relocate and remove a pipe line, with drips, valves, measuring equipment and other necessary appurtenances thereto, on, over, and through the following described land, bounded and described as follows:

Section / Lot: \_\_\_\_\_

Township of: \_\_\_\_\_

County of: \_\_\_\_\_

State of: \_\_\_\_\_

containing \_\_\_\_\_ acres more or less, and bounded substantially, now or formerly, as follows:

On the North by: \_\_\_\_\_

On the East by: \_\_\_\_\_

On the South by: \_\_\_\_\_

On the West by: \_\_\_\_\_

Being the property described in Deed Volume/Page \_\_\_\_\_, and/or instrument # \_\_\_\_\_, and also being known as parcel ID: \_\_\_\_\_

\_\_\_\_\_

with ingress and egress to and from the same. The Grantor shall fully use and enjoy the said premises except for the purposes herein granted to the Grantee which hereby agrees to pay any damages which might arise to crops, buildings, drain tiles, driveways and fences from the exercise of any of the rights herein granted to it; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And the Grantee is further granted the right from time to time to lay additional lines of pipe alongside of, or to connect with, the first line as herein provided subject to the same conditions; and also the right to change the size of and replace its pipes or tanks, the damages, if any, to crops, buildings, drain tile, driveways and fences in making such change or replacement to be paid by the Grantee.

The Landowner shall have the right of approval of location of any pipeline, which approval shall not be unreasonably withheld. Said line shall be buried at least three feet.

All payments hereunder may be made to Grantor, by check made payable to the order of and mailed or delivered to Grantor at the aforementioned address, who is hereby authorized to receive receipt of same.

It is understood that this grant contains and expresses all the agreements and obligations of the Grantee in regard to the subject matter hereof and no covenant, agreement or obligation not expressed herein shall be imposed upon the Grantee; and this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF the grantors have hereunto set their signature this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

IN WITNESS WHEREOF the Grantors have hereunto set their hands.

GRANTORS:

\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Before me, a Notary Public in and for said county and state, personally appeared the above named

\_\_\_\_\_

who acknowledged to me that \_\_\_\_\_ did execute the foregoing instrument and that the same is \_\_\_\_\_ free act and deed for the purposes herein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_

Notary

This instrument prepared by: CEDAR VALLEY ENERGY, INC., P.O. BOX 726, WOOSTER, OH 44691