

**PIPELINE RIGHT-OF-WAY AGREEMENT**

FOR AND IN CONSIDERATION OF \_\_\_\_\_ Dollars per lineal foot for each foot of line pipe laid on the premises herein described to be paid when said pipeline is laid, \_\_\_\_\_

herein called Grantor, do(es) hereby give, grant, bargain, sell, and convey unto **ATLAS AMERICA, LLC.**, herein called Grantee, its successors and assigns, the right-of-way to lay, operate, maintain, repair, relocate and remove a pipeline(s), with the right to change the size of and/or relay such lines of pipe at any time, with drips, valves, and other necessary appurtenances thereto for the transportation of petroleum, natural gas, and their constituents on, over, across and through the lands of the Grantor, with the right of ingress and egress to and from such pipelines, through and across such lands of the Grantor being described as follows, to wit:

Situate in Lot \_\_\_\_\_, Section \_\_\_\_\_, \_\_\_\_\_ Township/District \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_, bounded substantially as follows, to wit:

North by lands of: \_\_\_\_\_  
East by lands of: \_\_\_\_\_  
South by lands of: \_\_\_\_\_  
West by lands of: \_\_\_\_\_

The Grantor shall fully use and enjoy the abovedescribed premises except for the purposes herein granted to the Grantee. The Grantee hereby agrees to pay the Grantor for damages which might arise to crops, buildings, drain tile, and fences, in the laying, maintaining, repairing, changing, relocating, and removing such pipeline. If said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons, one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.

All payments hereunder shall be made by the Grantee to the Grantor by check, money order, draft, or cash, payable and mailed or delivered to:

\_\_\_\_\_ who is hereby authorized to receive and receipt for the same.

It is understood that this grant contains and expresses all the agreements and obligations of the parties hereto, and no covenant, agreement or obligation not expressed herein shall be imposed upon the parties hereto, their heirs, successors, and assigns. This grant shall be binding upon the Grantor and Grantee, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set \_\_\_\_\_ signature(s) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed and acknowledged in the presence of:

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

STATE OF \_\_\_\_\_: COUNTY OF \_\_\_\_\_: SS:  
BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named \_\_\_\_\_, who acknowledged that he did sign 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 official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public