

1828-150

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2:502:9,10 & 11

450/d

RIGHT OF WAY EASEMENT

150

FOR AND IN CONSIDERATION OF TWO HUNDRED FOUR AND NO/100 DOLLARS

204.00, the receipt and adequacy of which is hereby acknowledged, South Cobb Limited Partnership, a Georgia limited partnership, having as its general partners, Rhodes L. Purdue and R-H Land, Inc.

hereinafter referred to as Grantors (whether one or more), do hereby grant, bargain, sell, convey, and warrant unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, an irrevocable easement for a pipeline right of way with the right to construct, maintain, inspect, identify, operate, protect, replace, repair, change the size of, and remove, a pipeline and appurtenances, including markers, for the transportation of liquids, gases, solids, and/or mixtures of any or all thereof, open and along a route to be selected by Grantor, said right of way being Seventy Five (75) feet in width together with the right to use a strip of land Thirty (30) feet in width adjacent to the said right of way (upon the side thereof selected by Grantor) and running the length thereof, as temporary work space during construction of said pipeline, on, over, and through the following described lands of which Grantors warrant they are the owners in fee simple, situated in Cobb County, State of Georgia, to-wit:

A 205.65 - acre tract of land more particularly described in Warranty Deed from J. H. Henderson, Jr. to Ralph E. Marler and Jack M. Rice, dated November 26, 1973, recorded in Deed Book.1478, Page 623, Cobb County Records.

It is understood the right of way herein granted is 25-feet North of and 50-feet South of the centerline of Grantee's existing 36" pipeline.

Notwithstanding anything herein to the contrary, Grantor and Grantee agree the rights herein granted extend to and include three (3) pipelines; two of which (12" and 36") are in-place and one of which (40") will be constructed within the said Seventy Five (75) foot wide right of way.

Within a reasonable time after completion of construction of the 40" pipeline, Grantee agrees to furnish to Grantor a drawing showing the location of all three (3) pipelines across the hereinabove described 205.65 - acre tract of land.

Wherever the term "pipeline" or "pipelines" is used herein, it is intended to refer to the three (3) pipelines.

together with the right of unimpeded access to said pipeline and the right of ingress and egress on, over, and through Grantors' above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush. Grantors covenant and agree that they will not impound water or construct buildings, structures, engineering works or other obstructions of any type whatsoever on the above described right of way strip unless authorized in writing by Grantee. The Grantors agree to leave such pipelines undisturbed as to location and depth. These shall be covenants running with the land and shall be binding on Grantors, their heirs and assigns.

In addition to the above consideration, Grantee agrees to repair or to pay for any actual damage which may be done to growing crops, timber, fences, buildings, or other structures directly caused by Grantee exercising any rights herein granted; provided, however, after the pipeline has been installed, Grantee shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush, buildings, structures, engineering works and obstructions in the exercise of its rights granted herein.

The pipeline constructed hereunder by Grantee across any portion of the above-described land which is under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with Grantors' use of said land for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipeline above the channel of any natural or man-made stream, ravine, ditch or watercourse.

It is agreed that any payment hereunder may be made direct to said Grantee, or any one of them, or by depositing such payment to the credit of said Grantee, or any one of them.

in the Bank of and payment so made shall be deemed and considered as payment to each of said Grantees.

Delay of Grantee in the use or exercise of any right or easement hereby granted, or in laying or installing the first pipeline or additional lines in or along said right of way, shall not result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate hereby granted.

The rights herein granted are divisible and assignable in whole or in part.

The terms, covenants, and provisions of this right of way easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD said rights and right of way, easement, estate and privileges over, in, through, and to the above-described land unto the said Grantee, its successors and assigns, forever; and Grantors do hereby bind themselves and their respective heirs, successors, executors, administrators, and assigns to warrant and forever defend all and singular said rights and easements unto said Grantee, its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

Notwithstanding anything herein to the contrary, Grantor reserves the right to install parking lots or perpendicular street crossings, water, sewer or other utility lines upon the easement herein granted.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 4th day of October, 1977

SOUTH COBB LIMITED PARTNERSHIP

[Signature]

Signed, sealed and

for record 10/11/77

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ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF \_\_\_\_\_ 38

I, \_\_\_\_\_, a Notary Public, residing in the County and State aforesaid, do

certify that \_\_\_\_\_, being personally known to me, this day appeared before me personally and did acknowledge that \_\_\_\_\_ did sign, seal, and deliver the foregoing instrument of \_\_\_\_\_ own free will and accord, for the purposes therein named and expressed.

In witness whereof, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public

*Colonel Speed*

*[Handwritten mark]*

PROOF BY ATTESTING WITNESS

STATE OF GEORGIA

COUNTY OF FULTON 38

Before me, Wayne A. Scruggs, a Notary Public, personally came

Carl Speed

to me known to be the individual whose signature is affixed to the foregoing instrument as one of the witnesses therein, who, being sworn, says that \_\_\_\_\_ he was present at the time when said instrument was executed; that \_\_\_\_\_ he saw the same signed, sealed and delivered by

SOUTH COBB LIMITED

whose signature(s) is/are affixed as Grantor(s); that Floyd W. McRae the other subscribing witness therein, was likewise present at said time and witnessed said execution of said instrument, and that \_\_\_\_\_ he, the said

Carl Speed

Floyd W. McRae

then and there signed the same as attesting witnesses.

Sworn to and subscribed before me this 10 day of October, 19 77.

*[Signature]*

Attesting Witness

*[Signature]*

Notary Public  
Notary Public, Georgia State at Large  
My Commission Expires May 24, 1980

SEE ATTACHED

CORPORATE ACKNOWLEDGEMENT

STATE OF GEORGIA

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

I, \_\_\_\_\_, a Notary Public, residing in the County and State aforesaid, do

certify that \_\_\_\_\_, who is personally to me known,

this day appeared before me and acknowledged that \_\_\_\_\_ is the \_\_\_\_\_ president of \_\_\_\_\_

\_\_\_\_\_ a corporation, that \_\_\_\_\_ was empowered to execute the foregoing conveyance by a duly made resolution of the board of directors of said corporation, that \_\_\_\_\_ executed the foregoing instrument as \_\_\_\_\_ president of said corporation for the consideration and for the purpose therein stated, and that \_\_\_\_\_ who attested \_\_\_\_\_ signature is the \_\_\_\_\_ secretary of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.