

This Instrument was prepared by:
G.E. McDougald
COLONIAL PIPELINE COMPANY
P.O. Box 18855
Atlanta, Ga. 30326-0855

1800
RR

Loc.: 9517-009.010.011

Name/Address of Grantee:
COLONIAL PIPELINE COMPANY
P.O. Box 18855
Atlanta, Ga. 30326-0855

COPIES OF THIS INSTRUMENT ON FILE

Jay C. Stephens

96 FEB 12 AM 11:42

FILED AND RECORDED

RIGHT OF WAY EASEMENT AND MODIFICATION AGREEMENT

THIS RIGHT OF WAY EASEMENT AND MODIFICATION AGREEMENT, between South Cobb Limited Partnership, hereinafter referred to as GRANTORS (whether one or more), and COLONIAL PIPELINE COMPANY, a Delaware corporation, hereinafter referred to as GRANTEE:

WITNESSETH:

There has heretofore been conveyed by South Cobb Limited Partnership to GRANTEE, by instrument dated October 4, 1977, and recorded in the Register's Office of Cobb County, Georgia, in Book 1828, Page 150, a 75 foot wide pipeline right of way and easement (hereinafter referred to as the "Right of Way") said lands being described to wit:

All that tract or parcel of land lying and being located in Land Lots 924, 925 in the 19th District and Land Lot 26 in the 17th District, 2nd Section of Cobb County, Georgia.

GRANTEE has heretofore constructed and installed and is presently operating three (3) pipelines, a twelve (12"), a thirty six (36") and a forty (40"), (hereinafter referred to as the "Existing Pipelines") within the "Right of Way".

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

In consideration of the sum of Ten Dollars (\$ 10.00) and other valuable considerations, paid to GRANTORS by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, GRANTORS hereby grant, bargain, sell and convey to GRANTEE, its successors and assigns, an additional and perpetual easement to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove an additional pipeline (the "New Pipeline") substantially parallel to the "Existing Pipelines" within the "Right of Way". Construction of this New Pipeline will be complete by 12/31/96 or this easement for the New Pipeline will become null and void, provided that all terms and provisions hereof with respect to the Existing Pipelines and the Right of Way shall remain in full force and effect.

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 New 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, overhanging limbs, structures, engineering works, and obstructions of any kind in the exercising of its rights, provided further, that after any improvements have been installed on, over or across the Pipelines or Right of Way as permitted herein below, GRANTEE shall repair and pay for any damage which maybe done to such improvements in exercising its rights herein granted.

BK9407PG0244

6

GRANTEE acknowledges and agrees that the top of the "New Pipeline" shall be installed at a depth which is no higher than the highest point of the tops of the "Existing Pipelines", (the New Pipeline, if installed, and the Existing Pipelines, collectively, the "Pipelines").

GRANTEE acknowledges and agrees that GRANTORS shall be permitted to fill and compact soils above all of the Pipelines within the entire Right of Way or any portion thereof up to a maximum depth of 15 feet from the top of the Pipelines. Prior to commencement of such fill and compaction of soils, GRANTORS shall send written notice to GRANTEE together with a copy of the site development plan. GRANTORS shall comply with such reasonable precautions as GRANTEE shall require to ensure that the Pipelines are not damaged or otherwise impaired by such fill and compaction of soils. GRANTEE shall promptly respond to GRANTORS' request to evaluate any fill and compaction work within the easement, and perform any testing necessary for approval of such work with no charge to GRANTORS.

GRANTEE hereby grants to GRANTORS the right to relocate all or any of the Pipelines and the Right of Way or any portions thereof to the extent GRANTORS may deem such relocation necessary or desirable in connection with the development of the property upon which the Pipelines are situated, provided that such relocation shall be at GRANTORS' sole cost or expense. GRANTEE shall evaluate any plans by GRANTORS to relocate all or any of the Pipelines at no charge to the GRANTORS.

GRANTEE acknowledges and agrees that GRANTORS shall have the right to install parking lots, driveways, loading areas, perpendicular street crossings, trash dumpsters, curbs, gutters, storm sewer, sanitary sewer, water, electricity, telephone, gas and other utility lines and facilities and lateral slope supports, over, above and across all of the Pipelines and entire Right of Way provided that in no event shall GRANTORS be permitted to construct any buildings above the Pipelines or any portion of the Right of Way. GRANTORS agrees to provide written notice to GRANTEE together with complete plans and specifications prior to installing any of the foregoing improvements. GRANTORS agrees to comply with reasonable precautions as GRANTEE may impose to ensure that the Pipelines are not damaged or otherwise impaired by the installation and use of such improvements. GRANTEE shall promptly evaluate any plans by GRANTORS to install such facilities, and any work by GRANTEE for such evaluation and approval shall be performed at no charge to GRANTORS. GRANTEE (at its cost) may request excavation of pipelines for inspection and reconditioning prior to said installations.

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

The terms, covenants, and provisions of this right of way agreement 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 easements, estates and privileges unto the said GRANTEE, its successors and assigns, so long as said right of way and easements are used for the purposes granted herein.

BK9407PG0245

IN WITNESS WHEREOF, the GRANTORS herein have hereunto set their hands and seals this ____ day of _____, 19__

Signed, sealed, and delivered in the presence of:

GRANTORS:

SOUTH COBB LIMITED PARTNERSHIP

B. W.
Witness:

By: [Signature] (Seal)
Rhodes L. Perdue, General Partner

Amy P. Roberts
Witness:

Notary Public
LUCY PINE-ROBERTS
(NOTARY SEAL)
NOTARY PUBLIC
My Commission Expires Feb. 20, 1998
FELTON COUNTY, GEORGIA
My Commission Expires Feb. 20, 1998

[Signature]
Witness:

By: South Cobb Land, Inc.

Spas J. Calderon
Notary Public

By: [Signature] (Seal)
Title: President

(NOTARY SEAL)

My Commission Expires: 7/6/97
JOAN LIVINGSTONE CALDERON
NOTARY PUBLIC
Notary Public, State of New York
No. 31-4890362
Qualified in New York City
My Commission Expires 7/6/97
STATE OF NEW YORK
NP SEAL

BK 9407PG0246

IN WITNESS WHEREOF, the GRANTEE herein has hereunto set their hand and seal this 11th day of January, 1996.

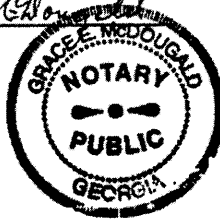
Signed, sealed, and delivered
in the presence of:

Victor M. Pope

Witness:

Grace E. McDougald
Notary Public

(NOTARY SEAL)



My Commission Expires:

3-29-99

GRANTEE:

COLONIAL PIPELINE COMPANY

By: V. A. Yarborough

V. A. Yarborough
Vice President

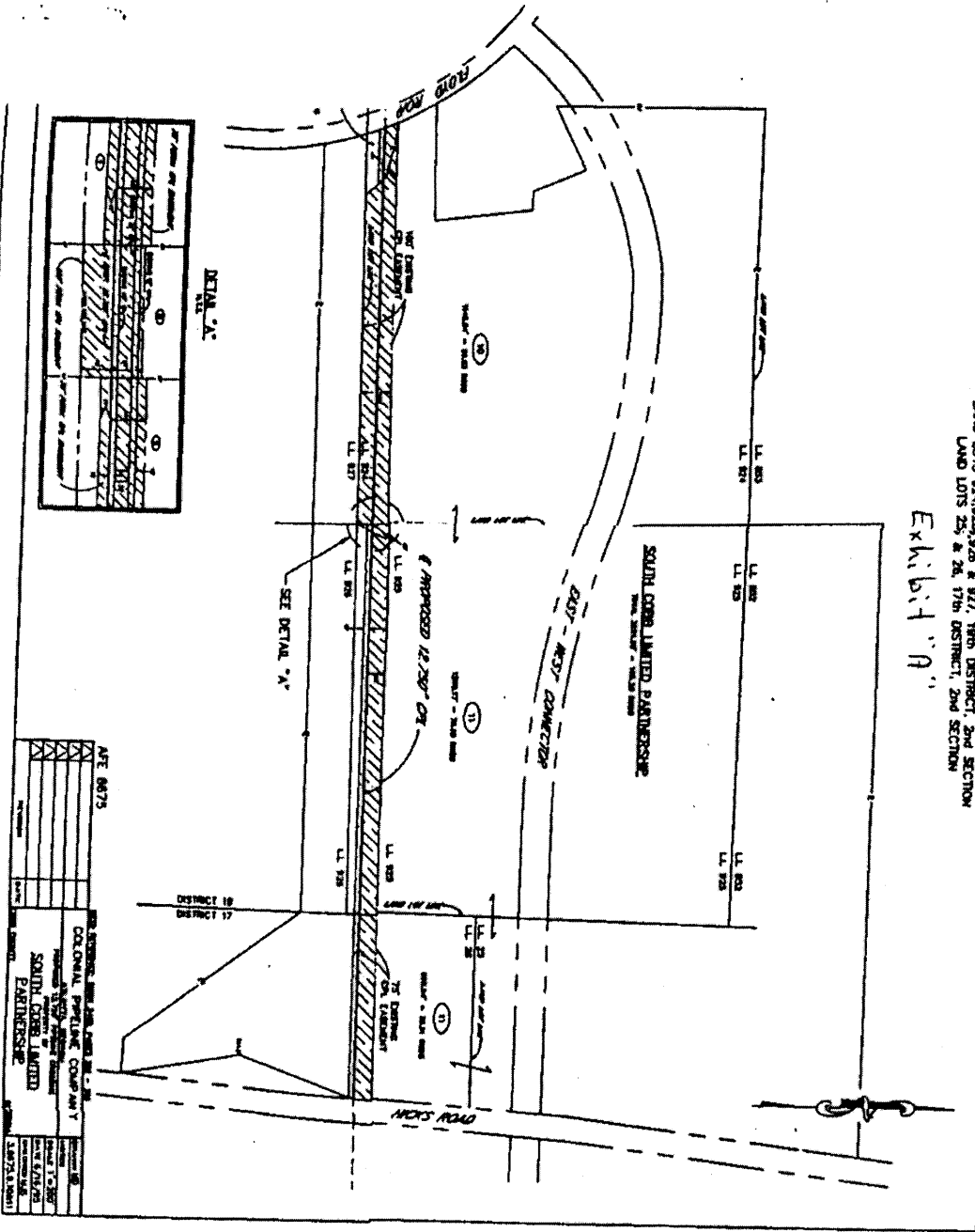
APPROVED
Description

Terms
Force

BK9407PG0247

COBB COUNTY, GEORGIA
 LAND LOTS 824, 825, 826 & 827, 19th DISTRICT, 2nd SECTION
 LAND LOTS 25 & 26, 17th DISTRICT, 2nd SECTION

Exhibit "A"



BK9407PG0248