

Except
40A sent to
G. W. Wilson

502.10 sent to 155

199

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Eighty Eight and 00/100 - - - - - DOLLARS,

the receipt of which is hereby acknowledged, Y. J. Towler

hereinafter referred to as Grantors (whether one or more), do hereby grant and convey unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, an easement for a pipeline right of way with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove a pipeline for the transportation of liquids and/or gases on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple,

situated in Gwinnett County, State of Georgia to-wit:

...all that tract or parcel of land lying and being in Dacula Militia District of Gwinnett County, Georgia, containing 56.5 acres, more or less, and being bounded now or formerly on North by lands of R.M. Stanley estate; East by lands of R.M. Stanley estate and E.J. Stanley; South by Alcova River and West by Alcova River and lands of R.M. Stanley. This being the same property conveyed by Mae Joe Ashworth, et al to V.E. Whitley by deed dated June 28, 47, and recorded in Deed Book 86, Pages 213, Gwinnett County, records. This being the same property conveyed to Y.J. Towler by deed dated 4/20/1951, Book 99, Page 147, deed records of Gwinnett County, Georgia.

together with the right of unimpaired access to said pipeline and the right of ingress and egress on, over, and through the above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder.

The said Grantors shall have the right to use and enjoy the above-described land except as the same may be necessary for the purposes herein granted to the said Grantee. Grantors agree not to build, create, or construct any obstructions, engineering works, or other structures over said pipe line nor permit the same to be done by others.

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.

Any pipe line constructed 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 pipe line above the channel of any natural or man-made stream, ravine, ditch, or other water course.

As a part of the consideration hereinabove set forth, Grantors hereby grant unto said Grantee, its successors and assigns, the right at any time to construct, operate, and maintain an additional pipeline or pipelines substantially parallel to the first pipeline constructed

by Grantee on Grantors' land, above described and Grantee agrees to pay Grantors the sum of \$ 1.00 per lineal rod for each additional pipeline constructed, said payment to be made before construction commences. Said additional pipeline or pipelines shall be subject to the same rights, privileges, and conditions as set forth in this Right of Way Easement.

It is agreed that any payment hereunder may be made direct to said Grantors, or any one of them, or by depositing such payment to the credit of said Grantors, or any one of them, in the First National Bank of Lawrenceville, Ga. and payment so made shall be deemed and considered as payment to each of said Grantors.

The rights herein granted may be assigned in whole or in part.

The terms, conditions, 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.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 10th day of July, 1962

Signed, sealed, and delivered in the presence of

R. E. Witty (R. E. Witty)
J. T. Berry (J. T. Berry)

Y. J. Towler (Y. J. Towler) (Seal)

Grantors (Seal)

PROOF BY ATTESTING WITNESS

STATE OF GEORGIA

COUNTY OF Clarke

} SS

Before me,

Newell Ayers
R. E. Witty

a Notary Public, personally came

to me known to be the individual whose signature is affixed to the foregoing instrument as one of the witnesses thereto, 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

Y. J. Towler

whose signature is thereto

affixed as Grantor; that J. T. Berry

the other subscribing witness thereto, was likewise present at said time and witnessed said execution of said instrument, and that he,

the said R. E. Wittyand the said J. T. Berry

then and there signed the same as attesting witnesses.

R. E. Witty
(R. E. Witty) Attesting WitnessSworn to and subscribed before me this 11

day of

July19 62Newell Ayers
Notary PublicNotary Public, Clarke Co., Georgia
My Commission Expires Dec 30, 1962

Filed for record

Dec 20

1962

9A

M.

Recorded

Dec 22

1962

Ormilland Perry

C.S.C.

Line No. 2:502:201County GwinnettState GeorgiaADVANCE
CONSTRUCTION DAMAGE RELEASE

COPY 1384 PAGE 65

Received of COLONIAL PIPELINE COMPANY Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in full satisfaction for all damages which have been or which may be caused by the construction of a pipeline to be installed on, over, or through the lands of the undersigned, or lands leased by the undersigned, situated in Gwinnett County, State of Georgia and described as follows, to-wit:

Being more fully described on a Right of Way Easement from Y. J. Towler to Colonial Pipeline Company dated July 10, 1962 and recorded in Deed Book 190, at Page 199, of the Records of Gwinnett County, State of Georgia, to which reference is hereby made.

During installation of said pipeline, construction area shall be confined to a strip of land 95 feet in width, being 30 feet South of and 65 feet North of said pipeline.

1. COLONIAL PIPELINE COMPANY AGREES TO REPLANT THE SAID CONSTRUCTION AREA IN GRASS AND TO FERTILIZE THE SAME
2. ALL BLASTING IS TO BE COVERED AND DONE IN A SAFE MANNER
3. THIS RELEASE COVERS ONLY DAMAGES WHICH MAY OCCUR ON THE 95' CONSTRUCTION AREA.

and we hereby release, acquit, and discharge the said COLONIAL PIPELINE COMPANY, its agents and employees, from any and all claims for damages of any kind in connection with the construction of said pipeline.

It is understood and agreed that this Advance Construction Damage Release is a complete, full and final release of all damages which have occurred or which may occur from the construction of said pipeline. It is further understood and agreed that said pipeline may be constructed at any time, and should the pipeline construction be delayed for any number of years, COLONIAL PIPELINE COMPANY shall have no further obligation for the payment of damages which occur on COLONIAL's right of way across said property, including the temporary construction right of way, resulting from said pipeline construction.

The terms, covenants, and provisions of this Advance Construction Damage Release shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the executing parties.

IN WITNESS WHEREOF, the executing parties have hereunto set their hands and seals this 1st day of DECEMBER

19 77

FILED IN OFFICE
CLERK SUPERIOR COURT
GWINNETT COUNTY GA
DEC 7 11 52 AM '77
RECD IN BK
PAGE NO. 1384
DATE 12-6-77
O. MILLARD PERRY, CLERK

Signed, sealed and delivered in the presence of:

R. Stephen TaylorParalee H Towler

R/W Agent:

R. Stephen TaylorDraft No. 31959

BK 28857 PG 0032

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

307322

02 SEP 20 PM 2:40

TOM LAWLER, CLERK

SITE: HWY 29, WEST OF
DACULA

LOC: 502 TRACT: 201-A

STATE: GEORGIA

COUNTY: GWINNETT

After Recording

Return to:

Skip Morrison, Esq.

Peachtree DeKalb Airport

2013 Flightway Dr.

Chamblee, GA 30341

CATHODIC PROTECTION FACILITY EASEMENT

FOR AND IN CONSIDERATION OF *Seven hundred and fifty* DOLLARS
(\$ *750.00*), the receipt and adequacy of which is hereby acknowledged, *Rebecca Lee Merritt*,
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 indefeasible easement to construct, install, maintain, inspect, identify,
operate, protect, repair, replace, restore, enlarge, expand, change or remove cathodic protection facilities
consisting of by-passes, cross-overs, poles, power lines, cables, meters, anodes, ground beds, fittings and
other apparatus and equipment necessary for the control of electrolytic action of Grantee's pipelines on,
over, and through the following described lands, of which Grantors warrant they are the owners in fee
simple situated in Gwinnett County, State of Georgia, to-wit: *Edm*
SPC
3-27-02

Being all or a portion of that tract or parcel of land lying in Land Lots 239 of the 5th District and described
in that certain Deed from Paul Lawson Howle, Jr., dated 11-29-2001 and recorded in Deed Book 25403
page 263 and recorded in the office of the Deed Registry of said state and county.

Said facilities and appurtenances are more particularly described on Colonial Pipeline Company drawing
entitled "Proposed Linear Bed and Rect. Hwy 29, West of Dacula" dated 12-19-2001 and made a part
hereof attached as (Exhibit "A").

Grantee shall have the full right of ingress and egress to and from said lands, 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. These shall be covenants running with the land and shall be binding
on Grantors, their heirs and assigns.

Delay of Grantee in the use or exercise of any right or easement hereby granted, or in installing said
facilities shall not result in the loss, limitation or abandonment of any of the rights, 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.

168023

BK 28857PG0033

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.


IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this

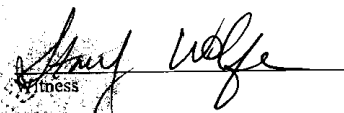
27th day of March, 2002.

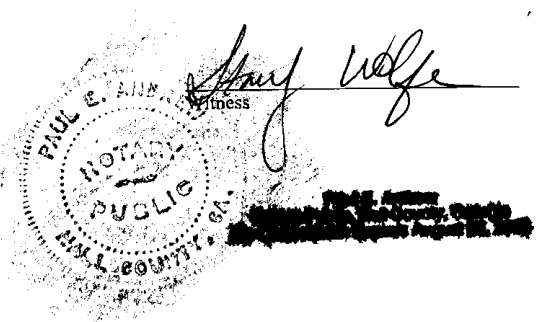
SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

GRANTORS:


Witness

 Seal
Rebecca Lee Merritt


Witness

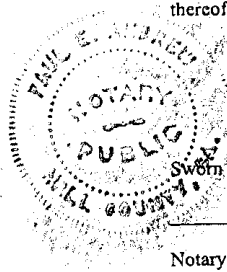


BK 28857PG0034

Individual Acknowledgement

State of GEORGIACounty of GWINNETT

Personally appeared before me the undersigned witness, who, being duly sworn, deposed and said that he/she saw the Grantor (and each Grantor if more than one) and, as his/her act and deed, deliver the foregoing Agreement and that he/she, with the other witness signing above, witnessed the execution thereof.

MARK MERRITT

Witness

Sworn to and subscribed before me this 27th day of March, 2002.

(L.S.)

Notary Public for

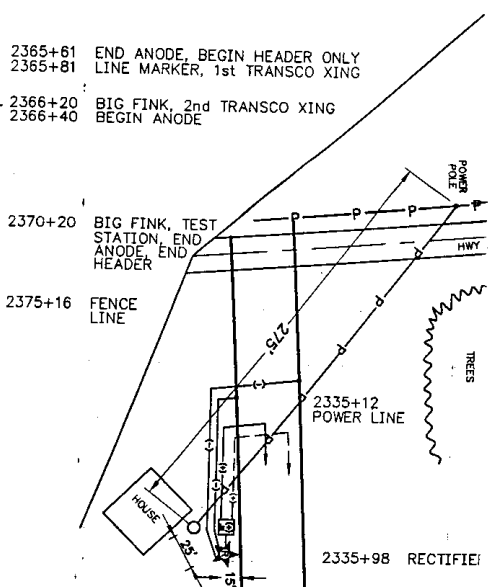
Hall

County

My Commission expires

~~XXXXXXXXXXXX~~

2333+73	C/L HWY 29
2334+22	LINE MARKER
2334+50	NEG. ATTACH
2335+00	BEGIN ANODE, HEADER
2335+12	POWER LINE
2335+98	RECTIFIER
2337+04	LINE MARKER
2340+00	SPLICE
2341+70	LINE MARKER, TOP OF HILL
2345+00	J-BOX
2346+39	C/L CREEK
2346+61	LINE MARKER
2348+90	FENCE LINE, LINE MARKER
2350+00	SPLICE
2355+00	SPLICE
2360+00	SPLICE
2361+48	J-BOX
2361+69	FENCE LINE, LINE MARKER

[illegible]