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OF WAY EASEMENT FAQUIER COUNTY, VIRGINIA
CEDAR RIVER GISTERIAL DISTRICT

OF WAY EASEMENT CEDAR RIVER REGISTERIAL DISTRICT
Book 393 Page 681 DOLLARS

FOR AND IN CONSIDERATION OF ONE HUNDRED & NO
100 DOLLARS

is 100 per cent, the receipt and adequacy of which is hereby acknowledged, _____

RAYMOND F. FRITTER, JR. AND LAURA O. FRITTER

hereinafter referred to as Grantors (whether one or more), do hereby grant, bargain, sell, convey, and warrant unto COLONIAL PIPELINE COMPANY, a Delaware and Virginia corporation, its successors and assigns, hereinafter referred to as Grantee, an indefeasible and perpetual easement for a pipeline right of way with the right at any time and from time to time to construct, maintain, inspect, identify, operate, protect, replace, repair, change the size of, relocate, and remove, a pipeline and appurtenances, including markers, for the transportation of liquids, gases, solids, and/or mixtures of any or all thereof, upon and along a route to be selected by Grantee, said right of way being _____ feet in width and extending _____ feet from the _____ side of the center line of the first pipeline installed hereunder, together with the right to use a strip of land _____ feet in width adjacent to the said right of way upon the side thereof selected by Grantee 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 FAUQUIER County, State of Virginia, to-wit:

45.885 acres, more or less, described as being the same land conveyed to Raymond F. Fritter, Jr. and Laura O. Fritter by deed of Norman E. Dodd and Margaret J. Dodd, dated July 9, 1969 and recorded in Deed Book 253, page 33, among the land records of Fauquier County, Virginia.

* See attached plat for location of right of way and temporary work space.

together with the right of unimpeded access to said pipeline and the right of ingress and egress on, over, and through Grantors' above-mentioned 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 first 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.

Any 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 Grantor's 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.

11.000,000.00 Dollars (\$11,000,000.00) for each additional pipeline constructed, such amount to be deducted from the amount of the original additional pipeline within the total amount of the original pipeline.

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.

The Grantors covenant that, subject to restrictions and easements of record, if any, (i) they have the right to convey the easement to the Grantee; (ii) the Grantee shall have quiet possession of the easement, free from all encumbrances; (iii) they have done no act to encumber title to the property on which the easement is located; and (iv) they will execute such further assurances of the easement as may be required.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 15 day of Jan, 1980.

Signed, sealed and
delivered in the presence of:

Signed, sealed and
delivered in the presence of:

Raymond F. Fritter, Jr. (Seal)

Laura O'Fitter (Seal)
LAURA O'FITTER (Seal)

GRANTORS

VIRGINIA ACKNOWLEDGMENTS

[For a Corporation]

Book 393 Vol. 683

STATE OF _____,

_____ OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, whose name is signed as _____, of _____, a _____ corporation, on behalf of the corporation.

Notary Public

My commission expires: _____

[For a Partnership]

STATE OF _____,

_____ OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____, by _____, as [general] partner(s) of _____, a _____ [limited] partnership.

Notary Public

My commission expires: _____

[For an Individual]

STATE OF Virginia,

County OF Fauquier, to-wit:

The foregoing instrument was acknowledged before me this 13 day of January,
1980, by Reymond F. Fritter, Jr.
Laura O. Fritter

My commission expires: 6/13-83

