

After Recording Return To:
Colonial Pipeline Company
Attn: Terry Mock
1000 Lake Street
Alpharetta, GA 30009

R/W LOC. 0512:004R5G

UTILITY EASEMENT

FOR AND IN CONSIDERATION OF TEN and NO/100 DOLLARS (\$10.00), and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, FULTON COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as Grantor, does 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, a perpetual utility easement to construct, install, maintain, inspect, operate, protect, repair, replace, alter (including any change in size), extend, relocate or remove aboveground and belowground cathodic protection facilities, including poles, power lines, rectifiers, by-passes, cross-overs, cables, meters, anodes, ground beds, fittings and other appurtenances or equipment necessary for the control of electrolytic action and corrosion on Grantee's pipelines on, under, over, and through the easement area described and depicted on **Exhibit A**, which is attached hereto and incorporated herein by reference, located on the following described lands, of which Grantor warrants it is the owner in fee simple, situated in Fulton County, Georgia to wit:

That certain exempt public property and vacant parcel of land being approximately 7.43 acres in size in Tax District 70 (zoned as M-2 Fulton Industrial) and having and a property address of 0 M L King Jr Dr SW, Atlanta, GA 30336 and a Parcel Identification Number 14F0023LL0140 (Alternate ID# of 1679125) in the Board of Assessors office of Fulton County, Georgia.

Said easement area and facilities shall be located as described and depicted on **Exhibit A**.

Grantor also grants to Grantee the full right of ingress and egress to and from said easement area, on, over, and through Grantor's above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder; and the right to cut, trim, or remove any vegetation, trees or parts thereof, or other obstructions, which Grantee reasonably determines are likely to interfere with the efficiency of the cathodic protection facilities or any part thereof. Grantor expressly covenants and agrees, for Grantor and Grantor's successors and assigns, not to impound water or construct any permanent structures or other obstruction of any kind over the cathodic protection facilities unless authorized in writing, which authorization shall not be unreasonably withheld, by Grantee.

Except in the case of an emergency, as reasonably determined in each instance by Grantee, in which case Grantee shall provide as much notice as is practicable, Grantee agrees to provide forty-eight (48) hours' notice to Grantor in advance of any construction or land-disturbing maintenance activities, and to install and maintain the facilities Grantee installs on the above-described lands in accordance with all applicable laws. For the avoidance of doubt, Grantor shall maintain its right to enter into the easement area and take any steps needed to protect, maintain, or restore Grantor's property or address any emergency or public safety issues, and agrees to take all commercially reasonable steps in such circumstances to avoid impacting Grantee's equipment or necessary access. Any notices required by this utility easement must be in writing, and may be delivered either by a nationally recognized, overnight courier service or by electronic mail, and in each case such notice shall be delivered to the parties at their respective mailing address (or email address) listed below (or such other address or email address as the parties may indicate in the future while this utility easement is in effect by delivering notice to the other party of said party's respective change of address):

To Grantor:

Fulton County Government
Attn: Real Estate & Asset Management Department
141 Pryor Street, Suite 8021
Atlanta, Georgia 30303
Email: Allen.Broussard@fultoncountyga.gov

To Grantee:

Colonial Pipeline Company
Attn: Land Management Department
1000 Lake Street
Alpharetta, Georgia, 30009
Email: tmock@colpipe.com

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. In the event that Grantee's activities on the above-described lands causes any damage to Grantor's property, Grantee shall, at its sole cost and expense, restore the areas of Grantor's property disturbed by such activities to substantially the same condition that existed immediately prior to such disturbance, reasonable wear and tear and changes resulting from Grantee's permanent facilities excepted, or reimburse Grantor for the cost to repair any such damage.

This utility easement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. Should any provision of this utility easement be found contrary to or in conflict with any applicable law, this utility easement will be deemed modified to the extent necessary to comply with such law. The rights herein granted are divisible and assignable in whole or in part. The terms, covenants and provisions of this utility easement shall constitute covenants running with the land and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto and may not be amended or modified, except by a written instrument executed by an officer or other duly authorized representative of Grantor and Grantee.

TO HAVE AND TO HOLD said rights and right-of-way, easement, estate and privileges on, under, over, through and to the above-described lands unto Grantee, its successors and assigns, forever.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered this _____ day of _____, 2026
in the presence of:

FULTON COUNTY,
a political subdivision of the State of Georgia

Unofficial Witness

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

APPROVED AS TO FORM

Attest: _____ [SEAL]
Tonya R. Grier
Clerk to the Commission

Y. Soo Jo, County Attorney

ACKNOWLEDGEMENT

STATE OF GEORGIA §
 § ss.
COUNTY OF FULTON §

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Robert L. Pitts, its Chairman of the Fulton County Board of Commissioners, on behalf of Fulton County, a political subdivision of the State of Georgia, the Grantor of this Agreement.

_____, Notary Public

I am a resident of _____ County, _____

Acting in: _____

My Commission Expires: _____

EXHIBIT A

[*See attached drawing*]