

ADVANCE
CONSTRUCTION DAMAGE RELEASE

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 Greenville County, State South Carolina and described as follows, to-wit:

Being more fully described on a Right of Way Easement from J. M. Berry and his wife, Lonie E. Berry, to Colonial Pipeline Company, dated May 22, 1962, and recorded in Deed Book 701, at Page 385, of the records of Greenville County, State of South Carolina, 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 65 feet South of and 30 feet North of said pipeline, except at road, railroad, and waterway crossings, where said construction area shall not exceed 150 feet in width and 200 feet in length on each side of said crossing.

Damage payment does not include any damage done off right-of-way or any damage done to a spring located on South side of right-of-way construction. Grantee to repair said spring if damaged, or Grantor will be compensated for damages. SURVEYORS TO STAKE OFF SPRING. FLOW MAY CROSS RIGHT-OF-WAY. Also, Grantor has privilege of running water and utility lines across said right-of-way to a structure to be built at a later date, providing Grantee is contacted.

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 29th day of November, 1971.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]
[Signature]
[Signature]

[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

R/W Agent:

Draft No. 31604

4328 RV-2

67
61
90