

County Greenville

State South Carolina

ADVANCE  
CONSTRUCTION DAMAGE RELEASE

For True Consideration See Affidavit  
Book 40 Page 256

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 James E. Sizemore, husband of Estelle G. Sizemore, to Colonial Pipeline Company, dated October 29, 1962, and recorded in Deed Book 711 at Page 187, of the records of Greenville County, 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.

*PSH It is agreed that if the corner stake of grantor's boundary line is destroyed during construction, grantee agrees to replace stake during or after construction.*

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 30<sup>th</sup> day of November

1977

*PSH It is agreed that the width of the right of way will be defined after construction and such width shall not exceed seventy five feet.*

Signed, sealed and delivered in the presence of:

150

NC28 77-393

Phil Goren  
James H. Patterson

Jacqueline B. McKee (SEAL)

Ray L. McKee (SEAL)

\_\_\_\_\_ (SEAL)

R/W Agent: Phil Goren

Draft No. 31461

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TAX 10.00  
PB 11218

GREENVILLE COUNTY

SOUTH CAROLINA COUNTY DOCUMENTARY TAX  
00.55  
PB 10811

GA. 3477 (2/75)  
Form A

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