

Line No. 2.702.65 VOL 1089 PAGE 206

County Greenville

State South Carolina

ADVANCE  
CONSTRUCTION DAMAGE RELEASE

For True Construction See Affidavit  
Book 40 Page 257

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 W. R. Leopard and his wife, Lula Leopard, to Colonial Pipeline Company, dated June 25, 1962, and recorded in Deed Book 702 at Page 357, 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.

*PSH*  
*with* Right of Way to be reseeded in fescue

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

19 77

SC 100  
NOV 23 1977  
04.00  
PB 11218

SOUTH CAROLINA COUNTY DOCUMENTARY TAX  
NOV 25 1977  
02.20  
PB 19811

Signed, sealed and delivered in the presence of:

Phil Horn  
James R. Kitchford

W. R. Leopard (SEAL)  
Lula Leopard (SEAL)  
\_\_\_\_ (SEAL)

R/W Agent: Phil Horn

Draft No. 31752

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GA. 3477 (2/75)  
Form A

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