

Line No: 1050 193
2,702,44

County Greenville

State South Carolina

**ADVANCE
CONSTRUCTION DAMAGE RELEASE**

For True Consideration See Affidavit
Date 40 Page 253

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 Partial Release of Right of Way and Supplemental Agreement between J. P. Looper and Sara P. Looper, his wife, and Colonial Pipeline Company dated August 25, 1972, and recorded in Deed Book 954, at Page 125, 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.

Contractor agrees to replace all existing fences affected by construction of the above said pipeline with new wire and treated posts. This refers only to fences removed during construction. Contractor further agrees to create a cattle crossing in the pasture area. Landowner has permission to remove all timber on said right of way.

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 16th day of April, 1977.

Documentary Tax
\$06.00
FB 11213

SOUTH CAROLINA COUNTY DOCUMENTARY TAX
\$03.30
P.B. 19311

Signature of Bill C. Smith
Signed, sealed and delivered in the presence of:
John Simpkins

x J.P. Looper (SEAL)

Sara a. Looper (SEAL)

_____ (SEAL)

R/W Agent: Bill C. Smith

Draft No. 31519

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GA. 3477 (2/75)
Form A

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