

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE

RELEASE

WHEREAS, the undersigned is the present owner of the real property described as follows:

All that lot of land situate, lying and being on the west side of Trenholm Road near the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot 28 on plat of Glenwood Acres made by C. C. Jones, Engineer, Dec. 1951, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book "AA", at Page 183, and having such metes and bounds as shown thereon.

WHEREAS, Triam Corporation and the South Carolina State Highway Department were heretofore defendants in a law action commenced by the previous owner of the above-referenced property, Barbara Jean Lee, along with several other defendants; and,

WHEREAS, the lawsuit against South Carolina State Highway Department, Triam Corporation and others was settled by way of the property being purchased in the name of Triam, Inc., with the funds supplied in part by the South Carolina State Highway Department; and,

WHEREAS, Triam, Inc. intends to convey said property by way of a sale and desires to release the South Carolina State Highway Department from any future claim and damages which may arise by reason of surface water flowing across the property described hereinabove;

NOW, THEREFORE, in consideration of the past consideration as recited hereinabove, the undersigned does hereby release and forever discharge the South Carolina State Highway Department, its successors and assigns, specifically including any successor in title or ownership to its above-described property from any and all claims, demands, causes of action, or past, present or future damage that has arisen or may arise in the future from surface water accumulation or concentration on said property and the running of such water or the concentration thereof to a drain ditch and fill as referenced hereinabove which may add to the flooding or other damage of the the undersigned's property herein.

It is understood and agreed that this is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned hereby declares and represents that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and damage and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

Signed, sealed and delivered this 23rd day of May, 1977.

WITNESSES:

[Handwritten signatures of witnesses]

TRIAM, INC.
 By *[Signature]* (LS)
 And *[Signature]* (LS)
 Secretary

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