

new trial nisi on the ground that the verdict of the jury was excessive and unreasonable. In order to permit said verdict to stand as returned by the jury, the parties to said action have agreed that said verdict represents permanent damages to plaintiff's property by reason of such flooding.

Now, therefore, in consideration of the payment of the sum of \$2100.00 to David E. Alexander by the South Carolina State Highway Department, the receipt of which is hereby acknowledged, at and before the signing and sealing hereof, the said David E. Alexander does hereby release and forever discharge the South Carolina State Highway Department, its agents, employees, successors and assigns, of and from all, and all manner of, action and actions, cause and causes of actions, suits, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which the said David E. Alexander has ever had, now has, or which he, his heirs, executors, administrators or assigns, hereafter can, shall or may have, for, on or by reason of the construction of said highway, and particularly the flooding of plaintiff's property as herein described.

This release is and shall be a covenant running with the lands herein described and is and shall be binding on all future owners thereof and on all persons who may now have or who may hereafter acquire any interest therein, or to any part thereof, or who may be in possession of or occupy the same or any part thereof.

IN WITNESS WHEREOF, The said David E. Alexander has hereunto set his hand and seal this 7th day of December, 1960.

Robert C. Brown Sr.

David E. Alexander (SEAL)

Mary S. Brown

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