

above described, does hereby release and forever discharge Triam Corporation, its successors and assigns, specifically including any successor in title or ownership to its above described property from any and all claims, demand, 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 Triam Corporation 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 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.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this 15<sup>th</sup> day of January, 1977.

WITNESSES:

[Signature]  
[Signature]

[Signature]  
 BERLYN KEASLER SUTTON

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