

COMPLETE RELEASE AND SETTLEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, **HUBBARD CONSTRUCTION COMPANY, a Florida corporation**, for and in consideration of the sum of One hundred sixty-seven thousand dollars (\$167,000.00), in hand paid by Roy F. Weston, Inc., on behalf of Nassau County, Florida, does hereby release and forever discharge, **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, **ROY F. WESTON, INC.**, their agents, insureds, and employees from any and all actions, causes of action, suits, claims and demands whatsoever, whether known or unknown, which against them the undersigned ever had, now has, or may hereafter have for or by reason of any cause, matter, or thing whatsoever to the date of these presents arising out of or in any way relating to the Lofton Creek Landfill Project. This is to include, but is not limited to, any and all claims for breach of contract, attorney's fees and costs, and any other direct or indirect damages arising from or growing out of a lawsuit presently pending, styled: Case No. 92-869-CA, Fourth Judicial Circuit, In and For Nassau County, Florida, W.R. Townsend Contracting, Inc., a Florida corporation, Plaintiff, -v- Tom Branan, John Crawford, James Testone, Jim B. Higginbotham, and Jimmy L. Higginbotham, collectively as the Board of County Commissioners for Nassau County, Florida, Defendants; Nassau County, Third Party Plaintiff, -v- HUBBARD CONSTRUCTION COMPANY, a Florida corporation, Third Party Defendant; HUBBARD CONSTRUCTION COMPANY, a Florida corporation, Counterclaimant, -v- NASSAU COUNTY, Counterdefendant.


It is understood and agreed that any and all liability for damages to the undersigned by Nassau County, Florida, and Roy F. Weston, Inc., are denied. The consideration aforesaid is paid and accepted in full as complete settlement of any and all claims whatsoever, whether known or unknown, of the undersigned, including any and all claims now existing or which may accrue in the future relating in any way to the Project or the subject lawsuit and to avoid the expense and uncertainty of litigation.

Hubbard Construction Company, a Florida corporation, shall execute and file with the Court a dismissal with prejudice as to Nassau County in Case No. 92-869-CA. Said dismissal shall be executed and filed within five (5) days of the receipt of the funds set forth herein.

The undersigned has read this Agreement, consisting of three (3) pages, and understands the purpose, tenor, and effect of it. This instrument contains the entire agreement among them with respect to the premises which is not fully and completely set forth herein. The undersigned is the duly authorized representative of Hubbard Construction Company with full power and authority to execute this release and settlement agreement on behalf of Hubbard Construction Company.

EXECUTED this 26th day of June, 1995.

HUBBARD CONSTRUCTION COMPANY,
a Florida corporation


BY: Jean-Marc Allard
Its: CEO and President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26th day of June, 1995, by Jean-Marc Allard, of HUBBARD CONSTRUCTION COMPANY, a Florida corporation, on behalf of the corporation. He is personally known to me.

Janice C. Tanner

NOTARY PUBLIC
State of Florida
My Commission Expires:



JANICE C TANNER
My Commission CC403180
Expires Sep. 12, 1998
Bonded by HAI
800-422-1555