COMPLETE RELEASE AND SETTLEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, Nassau County, a political subdivision of the State of Florida, for and in consideration of the sum of One Hundred Sixty-Seven Thousand Dollars (\$167,000), in hand paid to it by Roy F. Weston, Inc., does hereby release and forever discharge Roy F. Weston, Inc., their agents, insureds, officers, directors and employees from any and all actions, cause 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 facts and circumstances surrounding and/or giving rise to the claims of Hubbard Construction Co., Inc., in relation to Roy F. Weston, Inc.'s services at the Lofton Creek Landfill Project. This is to include, but is not limited to, any and all claims for negligence, breach of contract, attorney's fees and costs, and any other direct or indirect damages, under any theory of recovery, including those 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 known as the Board of County Commissioners for Nassau County, Florida, Defendants; Nassau County, Third Party Plaintiff, v. Hubbard Construction Construction Company, Inc., a Florida corporation, Counterclaimant, v. Nassau County, Counterdefendant.

It is understood and agreed that any and all liability for damages to the undersigned by Roy F. Weston, Inc., are disputed and 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 subject lawsuits and to avoid the expense and uncertainty of litigation. The undersigned, being duly authorized on behalf of Nassau County to execute this Agreement, has read this Agreement, consisting of (2) two pages, and understands the purpose, tenor, and effect of it. This instrument contains the entire agreement of the parties with respect to the premises which is fully and completely set forth herein.

EXECUTED this <u>6th</u> day of <u>July</u>, 1995.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

JIMMY L. HIGGINBOTTOM Its: Chairman

ATTEST:

T. J. GREESON

Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney

MICHAEL S. MULLIN