

MUTUAL GENERAL RELEASE

W.R. TOWNSEND CONTRACTING, INC., ("**W.R. Townsend**") for and in consideration of the payment of liquidated damages in the amount of TWENTY SEVEN THOUSAND DOLLARS (\$27,000.00), does upon receipt thereof, release and forever discharge the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida ("**the County**"), its officers, directors, employees, agents, attorneys, and insurers, from all actions, causes of action and claims relating to any and all damages arising out of, caused by, or in any way related to, whether directly or indirectly, the Chester Road/Amelia Concourse Project, Contract No. CM1594.

COUNTY, its officers, directors, employees, agents, attorneys, and insurers, for and in consideration of the premises, promises, covenants, and conditions contained herein, release and forever discharge **W.R. TOWNSEND**, its owners, officers, directors, shareholders, partners, employees, agents, insurers, successors, contractors, affiliated companies, subsidiaries, assigns, executors, and administrators, including predecessors and successors in interest, from all actions, causes of action, and claims relating to any and all damages arising out of, caused by, or in any way related to, whether directly or indirectly, the Chester Road/Amelia Concourse Project, Contract No. CM1594, except that this release shall not effect any warranties arising under the contract, general or common law.

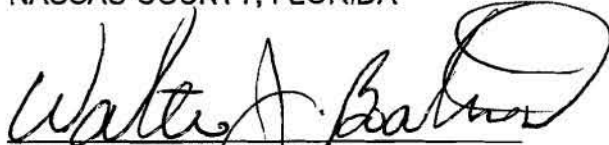
It is understood and agreed that this Mutual General Release is the full, final and complete compromise and settlement of all disputed claims that the payment made is not to be construed as an admission of liability on the part of any party released. With respect to this Mutual General Release the **COUNTY** and **W.R. TOWNSEND** declare that each understand and acknowledge the significance of this Mutual General release and agree in full. The **COUNTY** and **W.R. TOWNSEND** further declare that the terms of this Mutual General Release have been completely read and are fully understood and voluntarily accepted by each party for

the purpose of making a full and final compromise, adjustment and settlement of any and all claims, known or unknown, disputed or otherwise on account of the damages or claims hereinabove set forth which relate to, pertain to or arise out of, the Chester Road/Amelia Concourse Project, Contract No. CM1594,

The **COUNTY** and **W.R. TOWNSEND** declare that each has had the advice and benefit of representation by attorneys and will bear its own costs and fees. The undersigned further declare and represent that no promise, inducement or agreement has been made outside of this Mutual General Release, and that this Mutual General Release contains the entire agreement between the parties.

IN WITNESS WHEREOF, the parties execute this Mutual General Release consisting of three (3) pages.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA




WALTER J. BOATRIGHT

Its: Chairman

Date: 10-24-11

Attest as to Chairman's signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

OK
10/25/11

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:

AS
10/25/11


DAVID A. HALLMAN

SIGNATURES CONTINUE ON THE NEXT PAGE

W.R. TOWNSEND CONTRACTING, INC.

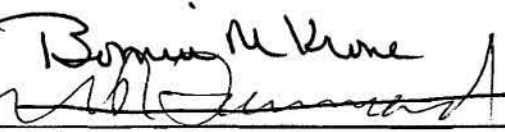
By: 

Printed name: WR Townsend

Title: President

Date: 9-28-11

ATTEST:

Bonnie M Krone
By: 

Printed name: BONNIE M KRONE

Title: Vice President

Date: 9-28-11