

MUTUAL RELEASE

KNOW ALL MEN BY THESE PRESENTS,


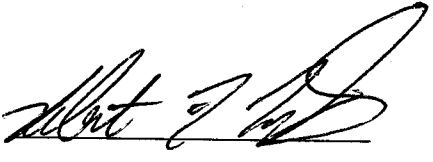
That Garney Companies, Inc., for and in consideration of the exchange of promises contained herein and other good and valuable considerations, received from or on behalf of Palm Beach County, the receipt and sufficiency of which is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges Palm Beach County, of and from all, and all manner of action and actions, causes and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Garney Companies, Inc. ever had, now has, or which any successor or assign, hereafter can, shall or may have, against Palm Beach County, for, upon or by reason of any matter, cause or thing, whatsoever from the beginning of the world to the day of these presents which were brought or could have been brought specifically related to any and all legal fees or costs incurred by Garney Companies, Inc. arising out of that contract between Palm Beach County and Garney Companies, Inc. for construction services, said contract identified as WUD 04-227, Part B, including, but not limited to, any and all legal fees and costs incurred in Case No. 50 2005 CA 000965XXXX, and titled "*Indian Trail Improvement District, etc. v. Palm Beach County*", said case being consolidated with Case No. 50 2004 CA 012091XXXX, and titled "*City of West Palm Beach, a municipal corporation; Seminole Improvement District, an independent special district; and Callery-Judge Grove, L.P., a Florida limited partnership, Plaintiffs, v. Palm Beach County, Defendant*".


That Palm Beach County, for and in consideration of the exchange of the sum of Ninety Thousand Dollars (\$90,000.00) and other good and valuable considerations, received from or on behalf of Garney Companies, Inc., the receipt and sufficiency of which is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges Garney Companies, Inc., of and from all, and all manner of action and actions, causes and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Palm Beach County ever had, now has, or which any successor or assign, hereafter can, shall or may have, against Garney Companies, Inc., for, upon or by reason of any matter, cause or thing, whatsoever from the beginning of the world to the day of these presents which were brought or could have been brought specifically related to all known and unknown claims arising out Garney Companies, Inc.'s failure to reshape the North Road Canal to a specified bottom elevation of 11.9 feet, as more fully set forth in the contract between Palm Beach County and Garney Companies, Inc., identified as WUD 04-227, Part B.

IN WITNESS WHEREOF we have hereunto set our hands and seals on the dates indicated below.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GARNEY COMPANIES, INC.

By: 
Title: **Jason A. Seubert**
Vice President
Date: 6/12/08

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY

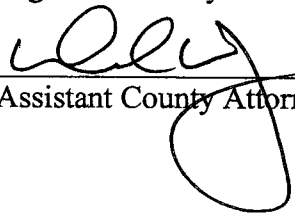
Deputy

By: _____
Addie L. Greene, Chairperson

Date: _____

BJS 7/24/08

Approved as to Form
and Legal Sufficiency

By: 
Assistant County Attorney



Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities

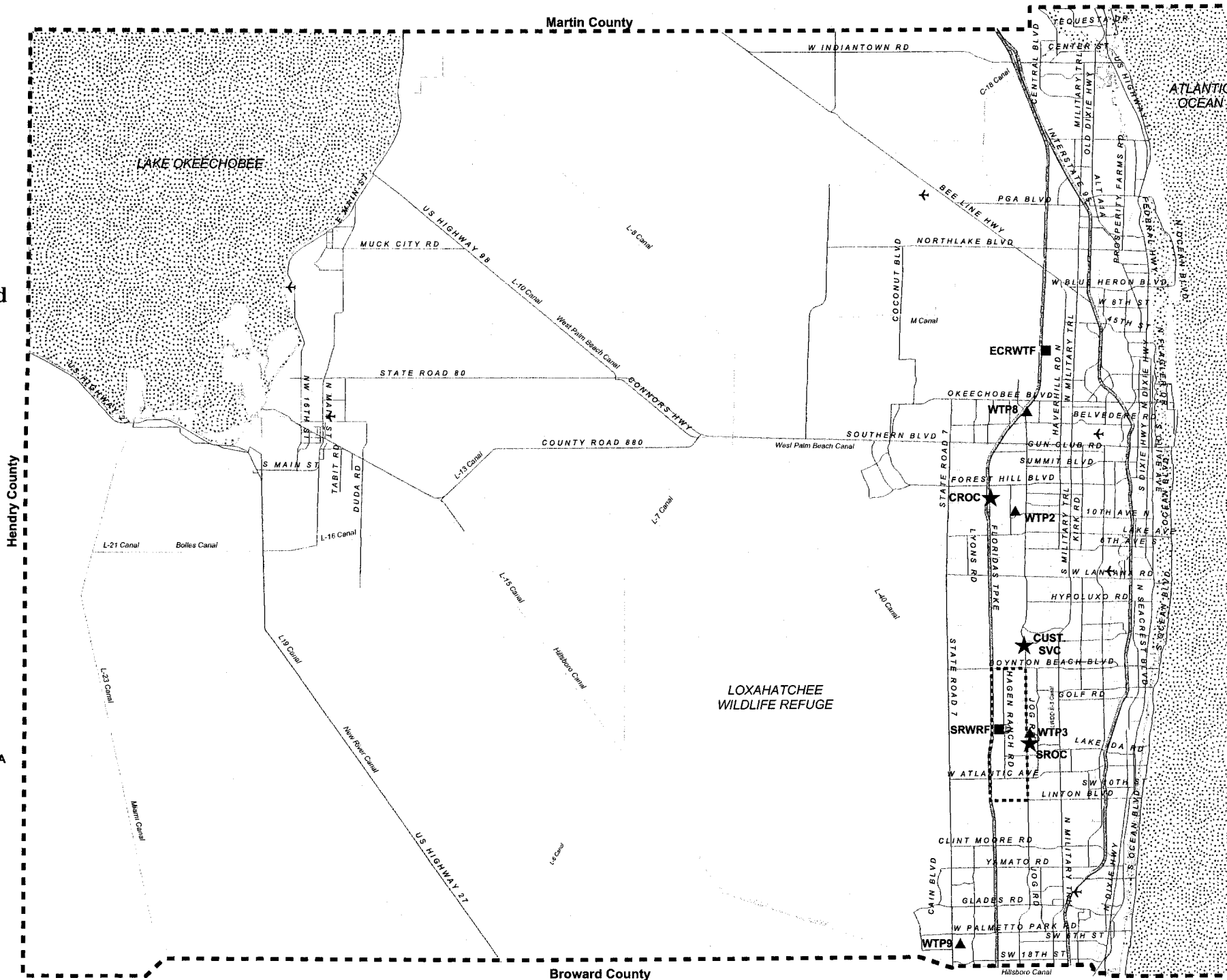
Attachment 2

Legend

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- - - COUNTY LIMITS
- ★ Administration
- Water Reclamation Plant
- ▲ Water Treatment Plant
- ⊙ Wetlands



NOT TO SCALE



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That Garney Companies, Inc., for and in consideration of the exchange of promises contained herein and other good and valuable considerations, received from or on behalf of Palm Beach County, the receipt and sufficiency of which is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges Palm Beach County, of and from all, and all manner of action and actions, causes and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Garney Companies, Inc. ever had, now has, or which any successor or assign, hereafter can, shall or may have, against Palm Beach County, for, upon or by reason of any matter, cause or thing, whatsoever from the beginning of the world to the day of these presents which were brought or could have been brought specifically related to any and all legal fees or costs incurred by Garney Companies, Inc. arising out of that contract between Palm Beach County and Garney Companies, Inc. for construction services, said contract identified as WUD 04-227, Part B, including, but not limited to, any and all legal fees and costs incurred in [case name/number].

That Palm Beach County, for and in consideration of the exchange of the sum of Ninety Thousand Dollars (\$90,000.00) and other good and valuable considerations, received from or on behalf of Garney Companies, Inc., the receipt and sufficiency of which is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges Garney Companies, Inc., of and from all, and all manner of action and actions, causes and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Palm Beach County ever had, now has, or which any successor or assign, hereafter can, shall or may have, against Garney Companies, Inc., for, upon or by reason of any matter, cause or thing, whatsoever from the beginning of the world to the day of these presents which were brought or could have been brought specifically related to all known and unknown claims arising out Garney Companies, Inc.'s failure to reshape the North Road Canal to a specified bottom elevation of 11.9 feet, as more fully set forth in the [specifications] set forth in that contract between Palm Beach County and Garney Companies, Inc., identified as WUD 04-227, Part B, and any [purchase orders] issued to Garney Companies, Inc. related to that contract.