

CONSTRUCTION CONTRACTS

- 14. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1219-03/PWM – Markham Trailhead with Marbek Constructors, Inc., Orlando (Certificate of Completion).**

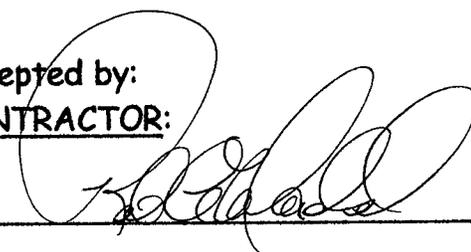
CC-1219-03/PWM provided for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of the Markham Trailhead Facility of the Seminole Wekiva Trail, including site preparation, restrooms, asphalt trail pavement, irrigation, landscape, park furniture and concrete sidewalk. As of July 08, 2005, all work and documentation have been satisfactory completed. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance and authorize the Chairman to execute the Certificate of Final Completion.

**SEMINOLE COUNTY
CERTIFICATE OF FINAL INSPECTION**

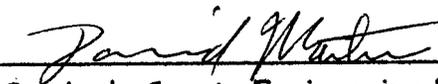
Agreement Title: Markham Trailhead
COUNTY Contract No. : CCC-1219-03/PWM
TO: CONTRACTOR Marbek Constructors, Inc.
Project Manager David Martin

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on January 13, 2005 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:
CONTRACTOR:

By:  Date: 1-13-05

ENGINEER:

By:  Date: 1-13-05
Seminole County Engineering Division

Approved:

Date: _____
Contracts Analyst

Date: _____
Purchasing Manager

*Caulk around rest room
Flush cans
Bumps on trail to monitor*

CERTIFICATE OF ENGINEER

Agreement Title: Seminole Wekiva Trail - Markham Trailhead
 COUNTY Contract No.: CC-1219-03/PWM
 Agreement Date: February 12, 2004
 Project: Markham Trailhead

CERTIFICATE OF ENGINEER

I certify that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials, and other charges against the Project in accordance with the terms of the Contract Documents.

Agreement Date: February 12, 2004
 CONTRACTOR's Notice to Proceed: February 23, 2004
 Days allowed by Agreement: 120
 Extensions granted by C.O.: 0
 Scheduled Completion Date: August 6, 2004
 Work began: _____
 Project Substantially Complete October 27, 2004
 Days to Complete 178
 Underrun: N/A
 Overrun: 58

3/11/05
 Date

David Martin
 Engineer

CERTIFICATE OF FINAL COMPLETION

Agreement Title: Seminole Wekiva Trail - Markham Trailhead

COUNTY Contract No.: CC-1219-03/PWM

Project: Markham Trailhead

Contractor: Marbek Constructors, Inc.

Agreement for: Construction Agreement date: February 12, 2004

This Certificate of Final Completion applies to all work under the Contract Documents

To: Seminole County Engineering Division
Engineer

To: Marbek Constructors, Inc.
Contractor

To: Seminole County Board of County Commissioners

The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

Date of Final Completion: 3/11/05

This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents

Executed by ENGINEER ON 3/11/05, 2005

David Martin

Seminole County Engineering
ENGINEER

By: *[Signature]*

CONTRACTOR accepts this certificate of Final Completion on 2/4/05, 2005

Marbek Constructors, Inc
CONTRACTOR

By: _____

COUNTY accepts this Certificate of Final Completion on _____, 2005

ATTEST:

Clerk of the Board of
County Commissioners of
Seminole County, Florida

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA
By: _____, Chairman
Date: _____

CONTRACTOR'S RELEASE

Agreement Title: Markham Trailhead County Contract No: CC-1219-03 / PWM

Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

BEFORE ME, the undersigned authority is said County and State, appeared Rick A. Marchand who, being duly sworn and personally know to me, deposes and says that he/she is President of MARBK Constructors, a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on MARKHAM Trailhead, located in Seminole County, Florida, dated the 12th day of FEB, 20⁰⁴, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer, that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Work, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ 0 which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of \$ 39,006.11 will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

[Signature]
Affiant

State of)
) ss
County of)

The foregoing instrument was acknowledged before me this 16 day of February, 2005, by Rick A Marchand, who is personally known to me or who has produced _____ as identification.

[Signature]
Signature

Print name: William Monath
Notary Public in and for the County and State Aforementioned

My commission expires: 3/29/2009

CONTRACTOR'S RELEASE
6/19/96

App. N-1



WILLIAM MONATH
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD388735
EXPIRES 3/29/2009
BONDED THRU 1-888-NOTARY1

CONSENT OF SURETY TO FINAL PAYMENT

We, the Marbek Constructors, Inc., having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of ^{Four Hundred Ninety Nine Thousand} ~~Five Hundred Eighty Two & 10/100~~ Dollars (\$ 499,582.10) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said CONTRACTOR and /or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Projects.

IN WITNESS WHEREOF, the Great American has caused this instrument to be executed on its behalf of its Agent and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 9th day of February 20 05.

Great American
Surety Company



Attorney-in-Fact
J. Cory Broadaway
(Power of Attorney must be attached if executed by Attorney-in-Fact)

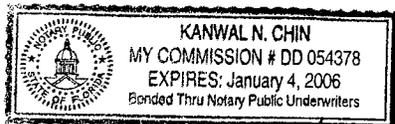
State of Florida)
County of Orange) ss

The foregoing instrument was acknowledged before me this 9th day of February, 2005, by J. Cory Broadaway, who is personally known to me or who has produced _____ as identification.



Signature

Print name: KANWAL N. CHIN
Notary Public in and for the County and State Aforementioned



My commission expires: Jan. 4, 2006

GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **TEN**

No. 0 17783

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
BRUCE C. ARROW	JEFFREY L. JOHNSON	ALL OF MAITLAND, FLORIDA	ALL
J. CORY BROADAWAY	SHEILA KENYON		UNLIMITED
MARK V. HOLMES	C.D. MCBRYDE	JOHN F. WATSON, JR.	
STEVEN W. HOLTZ	L. KIPP MINTER	SANDRA WEIR	

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **22ND** day of **JUNE**, 2004
Attest **GREAT AMERICAN INSURANCE COMPANY**



[Signature]
Assistant Secretary

[Signature]
Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **22ND** day of **JUNE**, 2004, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. BERRY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 02-16-09

[Signature]
Karen L. Berry

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this **9th** day of **February**, 2005



[Signature]
Ronald C. Hayes

**MATERIAL AND WORKMANSHIP BOND
(10% of Final Contract Price)**

Bond No. FS-5-86-11-99-00

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Marbek Constructors, Inc. hereinafter referred to a "Principal" and Great American Insurance Company hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$ 499,582 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as CC-1219-03/DRS; Seminole Wekiva Trail – Markham Trailhead Facility and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated January 29, 2004, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion, under the Contract Documents.

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost therefore, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 17th
day of May, 2005.

Address: _____
513 W Colonial Dr.

Suite 7

Orlando, FL 32804

Marbek Constructors, Inc (Seal)
Principal
By: [Signature] Its: President
(If a Corporation)

ATTEST: [Signature] Its: [Signature]
(If a Corporation)

Address: _____
580 Walnut St.

Cincinnati, OH 45202

Great American Insurance Company (Seal)
Surety
By: [Signature]
Its Attorney-in-Fact

Phone No. 513-369-5000

Fax No. 513-723-2740

Attest: [Signature]

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all ventures shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TEN

No. 0 17783

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
BRUCE C. ARROW	JEFFREY L. JOHNSON	ALL OF MAITLAND, FLORIDA	ALL
J. CORY BROADAWAY	SHEILA KENYON		UNLIMITED
MARK V. HOLMES	C.D. MCBRYDE	JOHN F. WATSON, JR.	
STEVEN W. HOLTZ	L. KIPP MINTER	SANDRA WEIR	

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of JUNE, 2004

Attest

GREAT AMERICAN INSURANCE COMPANY



[Signature]
Assistant Secretary

[Signature]
Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of

JUNE, 2004, before me personally appeared DAVID C. KITCHIN, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. BERRY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 02-18-09

[Signature]
Karen L. Berry

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of May, 2005



[Signature]

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of Florida County of Orange

Rick A. Marchand, being duly sworn according to law, deposes and says that he is the President (Title of Office of MARBEEK Constructors, Inc.

CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the Markham Trailhead and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

[Signature]
Signature of Affiant

President
Title

State of)
County of) ss

The foregoing instrument was acknowledged before me this 16 day of February, 2005, by Rick A. Marchand, who is personally known to me or who has produced _____ as identification.

[Signature]
Signature

Print name: William Monath
Notary Public in and for the County and State Aforementioned

My commission expires: 3/29/2009
App. Q-1

CONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)
6/19/96



WILLIAM MONATH
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD388735
EXPIRES 3/29/2009
BONDED THRU 1-888-NOTARY1

Markham Trailhead Subcontractor/Vendor's Payments Status 6-20-05

Notice of Non-payment	Notice To Owner	Final Release or Upon Final Payment	Work & Materials	Company	Contact	Phone Number	Amount Owed
X		X	Handrail & Fencing material	Rose Fence Company Inc.	Ken	407-382-5000	\$387.73
	X	X	Site Work	Mercon Construction Company Inc.	Mehrdad	407-260-6710	\$36,500.00
	X		Concrete Curbs	KC Curb, Inc.	Ken Herndon	407-737-7744	\$0.00
	X	X	Lumber /Bldg Materials & Services	West Orange Lumber	Becky Rhoden	407-656-2113	\$10.00
	X	X	Materials and/or Labor	Dean Construction Group, Inc.	Tracy Dean	407-277-9900	\$10.00
	X	X	Concrete, Drywall, Block, Aggrega	Rinker Materials of Florida Inc.	Sandra Bailey	407-243-5350	\$10.00
	X	X	Install Traffic Markings	ANGCO Striping Inc.		407-644-5858	\$10.00
	X	X	Labor and Materials to Complete P	Alpine South Plumbing Corporation	Samantha	407-281-6652	\$10.00
		X	Electric Power	Design Electrical Contracting	Kurt Sponer	407-467-2494	\$10.00
		X	Irrigation, Landscaping, and Sod	Greenwood Landscaping	Amir Badakhshan	407-328-6488	\$5,848.00
		X	8 Bike Racks & 4 Benches	Contract Connections	Tiffany	954-925-2800	\$0.00
		X	Signs	Admark Signs & Graphics, Inc.	Pat Cooney	407-291-8947	\$1,588.00
			Cross Alert	Cross Alert	Ken Block	866-276-7725	\$0.00
					Total Owed	=	\$44,383.73
					Total Retainage	=	\$39,006.11

This Instrument Prepared By:
BY: Rick A. Marchand
FOR: MARBEK Constructors, Inc.
513 West Colonial Drive
Orlando, FL 32804

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 387.73, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through March 28, 2005 to MARBEK Constructors, Inc., 513 West Colonial Drive #7, Orlando, FL 32804 on the job of Markham Trailhead Facility:

**Markham Trailhead Facility
8515 Markham Road
Lake Mary, Fla.**

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

DATED on March 28, 2005

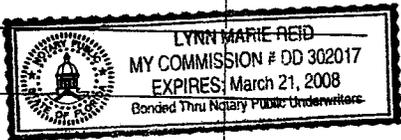
Lienor's Name: Rose Fence Company, Inc.
Address: 6200 E. Colonial Dr.
Orlando, Fla. 32807

By (Signature): [Handwritten Signature]
Printed Name & Title: Wesley Rose, Pres

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me this 28th day of March, 2005, by Wesley Rose who is personally known to me or who has produced _____ as identification and who did take an oath.

Notary Public: [Handwritten Signature]
Printed Name: _____
Commission No. _____



WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT
(§713.20, Florida Statutes)

Mercon Construction Co., the undersigned lienor, in consideration of the sum of \$ 36,500.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through **February 7, 2005** to Marbek Constructors, Inc. on the job of Seminole County Board of County Commissioners to the following property:
SEMINOLE COUNTY MARKHAM TRAIHEAD FACILITY, SEMINOLE WEKIWA TRAIL - #CC-1210-03-DRS PUBLIC RECORDS SEMINOLE COUNTY, FLORIDA.

This waiver and release is conditioned upon actual receipt of the payment listed above, and does not cover any retention or labor, services, or materials furnished after the date specified.

Dated on: 2/10/05

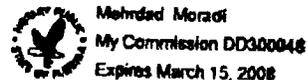
Lienor Name: Mercon Construction Co.
Signature: R. Ghafaripour
Printed: RAANA GHAFARIPOUR
(SECRETARY OF TREASURY)

STATE OF FLORIDA
COUNTY OF Seminole

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2005 who took an oath and who is personally known to me or produced ID: _____

NOTARY PUBLIC: [Signature]
Printed Name: Mehrdad Moradi

My commission expires: 3/15/08
(Notary Seal)



WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.

UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.

TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

Notice To Owner / Notice To Contractor *

Date: 3/16/2004

Notice # 144791

To: SEMINOLE COUNTY BOARD OF COUNTY
COMMISSIONERS - SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FL 32771-

Certified # 70032260000061446670

The Undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:

MATERIALS AND/OR LABOR

for the improvement of the real property identified as:

MARKHAM TRAILHEAD FACILITY

LONGWOOD FLORIDA

PROJECT: MARKHAM TRAILHEAD FACILITY --

SEMINOLE WEKIVA TRAIL -- APPROX .85 MILES WEST OF

MARKHAM WOODS ROAD / MARKHAM ROAD INTERSEC

CC-1210-03/DRS

PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

BOND: GREAT AMERICAN INSURANCE COMPANY

FS-5861199

under an order given by:

MARBEK CONSTRUCTORS INC

RICK MERCHAND

513 WEST COLONIAL DRIVE

SUITE 7

ORLANDO, FL 32807-

Florida law prescribes the serving of this Notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

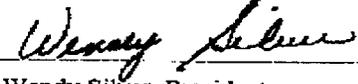
If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF:

- RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

- LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

* If the project is bonded under sections 713.23, 713.245, 255.05 Florida Statutes or 270 U.S.C. this Notice shall serve as a preliminary Notice to Contractor and the firm sending this Notice will look to the bond (Surety Co.) for protection if not paid. If a payment bond exists, furnish a copy to the undersigned or provide name and address of bonding company. Failure to provide this information may render you liable for damages.

By: 

Wendy Silver, President

Notice To Owner of Florida, Inc.

Agent For: MERCON CONSTRUCTION COMPANY INC
680 WEST STATE ROAD 434
WINTER SPRINGS, FL 32708-

Copies to:

1. 70032260000061446687
GREAT AMERICAN INSURANCE CO
2701 MAITLAND CENTER PARKWAY
SUITE 125
MAITLAND, FL 32751-7464

3.

5.

2.

4.

6.

Prepared By: NOTICE TO OWNER OF FLORIDA, INC.

"Serving the construction industry statewide for over 12 years." Visit us at WWW.NTOFLORIDA.COM
401 Center Pointe Circle, Suite 1521, Altamonte Springs, Florida 32701, Phone: (407) 834-9288 (800) 723-9288

MERCON CONSTRUCTION COMPANY INC
680 WEST STATE ROAD 434
WINTER SPRINGS, FL 32708-

K C CURB, INC.
P.O. Box 721236
Orlando, Florida 32872-1236
Phone (407) 737-7744
Fax (407) 737-7747

DATE: 5/05/04

WARNING TO OWNER: FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER/CONTRACTOR

TO: Seminole County 1101 East First St. Sanford, FL 32771-9171082133393092361214

The undersigned hereby informs you that he has furnished services or materials as follows:
Concrete curbs

For the improvement of the real property identified as : Approx. 0.85 miles west of Markham Woods Rd./ Markham Road Intersection

Under an order given by: Mercon Construction 680 W. SR 434 Winter Springs, FL 32708-9171082133393092361221

FLORIDA LAW PRESCRIBES THE SERVING OF THIS NOTICE AND RESTRICTS YOUR RIGHT TO MAKE PAYMENTS UNDER YOUR CONTRACT IN ACCORDANCE WITH SECTION 713.06, FLORIDA STATUTES.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a Construction Lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. PROTECT YOURSELF. RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid. **LEARN** more about the Construction Lien law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice, by contacting an attorney or the Florida Department of Agriculture and Consumer Services.

Copies To: (Contractor)
Marbek Constructors, Inc.
513 W. Colonial Ste. 7
Orlando, FL 32804
9171082133393092361238

Great American Insurance Company
2701 Maitland Center Pkwy. Ste. 125
Orlando, FL 32751
9171082133393092361245

K C CURB, INC.
 By: 
Ken Herndon, President

*00-1219
 Nailhead*

FINAL RELEASE OF LIEN

The undersigned lienor, in consideration of payment for **\$10.00** hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to:

MARBEEK CONSTRUCTORS (M6755)

To the following property:

MARKHAM TRAILHEAD
8515 MARKHAM RD
LAKE MARY, FL

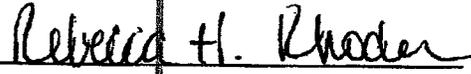
Dated this 11th day of May, 2005

WEST ORANGE LUMBER CO., INC.
P.O. BOX 770098
WINTER GARDEN, FL 34777-0098

By: 

Aurora Chairez
Asst. Credit Manager

Personally appeared before me this 11th day of May 2005, Aurora Chairez, who being duly sworn on oath says that she is the Asst. Credit Manager of West Orange Lumber, and that she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.

Notary Public: 

My Commission expires: 08/23/2008



MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY, EVEN UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.

TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US (Lienor) EVERY TIME YOU PAY YOUR CONTRACTOR.

SEPTEMBER 21, 2004

NOTICE TO OWNER / NOTICE TO CONTRACTOR

SEMINOLE COUNTY
71073226748004200870 - 4200894

0894

To: (Owner)
SEMINOLE COUNTY
NO ADDRESS PROVIDED
1101 E FIRST ST
SANFORD FL 32771

SEMINOLE COUNTY
NO ADDRESS PROVIDED
1101 E FIRST ST
SANFORD FL 32771

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:
LUMBER/BLDG MATERIALS & SERVICES

for the improvements of real property identified as FOLIO 34-19-29-300-0110-0000 MORE PARTICULARLY DESCRIBED IN O.R. BOOK 5401 PAGE 1772 SEMINOLE COUNTY FL 8515 MARKHAM ROAD LAKE MARY; RESTROOM BUILDINGS AT EXISTING PARK under an order given by MARBEK CONSTRUCTORS INC.

00-1219

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded, pursuant to Section 255.05 or Section 713.23, Florida Statutes Title 40 U.S.C. Section 270, or any other form of bond, the undersigned intends to look to that bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment. **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

PROTECT YOURSELF:

- RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.
- LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

COPIES TO:

71073226748004200894
(GEN CONTR)
MARBEK CONSTRUCTORS INC
RICK MARCHAND
513 W COLONIAL DR STE 7
ORLANDO FL 32804

(Under an order given by)
MARBEK CONSTRUCTORS INC
10401 CALLE DEFLORES DR
CLERMONT FL 34711

71073226748004200870
(BOND)
GREAT AMERICAN INSURANCE
NO ADDRESS ON NOC
580 WALNUT ST
CINCINNATI OH 45202

Jack E. Berrell

By: JACK E. BERRELL, National Association of Credit Management of Florida, Inc.
Any demand made pursuant to Section 713.18, Florida Statutes, must be directed to the attention of the Lienor's representative at the address of the Lienor shown below.

Authorized Agent for Lienor:

WEST ORANGE LUMBER
ATTN: BECKY RHODEN
PO BOX 770098
WINTER GARDEN FL 34777-0098
(REF # : M6755)

71073226748004200887
(BOND)
J ROLFE DAVIS INSURANCE
850 CONCOURSE PKWY SOUTH
LONGWOOD FL 32750

FILED IN OFFICE
MAYRANNE MORSE
CLERK CIRCUIT COURT
2004 SEP 22 PM 10:57
SEMINOLE CO. FLA.

This Instrument Prepared By:
 BY: Rick A. Marchand
 FOR: MARBEEK Constructors, Inc.
513 West Colonial Drive
Orlando, FL 32804

**WAIVER AND RELEASE OF LIEN
 UPON FINAL PAYMENT**

The undersigned lienor in consideration of the sum of \$ 10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through March 28, 2005 to MARBEEK Constructors, Inc., 513 West Colonial Drive #7, Orlando, FL 32804 on the job of Markham Trailhead Facility:

**Markham Trailhead Facility
 8515 Markham Road
 Lake Mary, Fla.**

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on May 11, 2005

Lienor's Name: Dean Construction Group.

Address: 13020 Roberts Island Rd. Orlando FL 32832

(407) 277-9900
Tracey A. Dean

By (Signature):

Printed Name & Title: Tracey A. Dean, President

STATE OF FLORIDA
 COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me this 5/11th day of May, 2005 by Tracey A. Dean who is personally known to me or who has produced _____ as identification and who did take an oath.

Notary Public: Anni M. Pantoliano

Printed Name: Anni M. Pantoliano

Commission No. _____



MAR-17-2005 13:41 SEMINOLE COUNTY GOV'T 407 665 7956 P.05
WARNING: FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS CONTRACTORS AND SUBCONTRACTORS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.
UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.
TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

Notice To Owner / Notice To Contractor *

Date: 9/2/2004 Notice # 152620
To: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS - SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FL 32771- Certified # 7004135000022872788

1210

The Undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:
MATERIALS AND/OR LABOR
for the improvement of the real property identified as:
MARKHAM TRAILHEAD FACILITY
LONGWOOD FLORIDA
PROJECT: MARKHAM TRAILHEAD FACILITY --
SEMINOLE WEKIVA TRAIL - APPROX .85 MILES WEST OF
MARKHAM WOODS ROAD / MARKHAM ROAD INTERSEC
CC-1210-03/DRS
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
BOND: GREAT AMERICAN INSURANCE COMPANY
FS-5861199

under an order given by:
MARBEK CONSTRUCTION INC
RICK MERCHAND
513 WEST COLONIAL DRIVE
SUITE 7
ORLANDO, FL 32804-

Florida law prescribes the serving of this Notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.
If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

PROTECT YOURSELF:

- **RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.
- **LEARN** more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.
- * If the project is bonded under sections 713.23, 713.245, 255.05 Florida Statutes or 270 U.S.C. this Notice shall serve as a preliminary Notice to Contractor and the firm sending this Notice will look to the bond (Surety Co.) for protection if not paid. If a payment bond exists, furnish a copy to the undersigned or provide name and address of bonding company. Failure to provide this information may render you liable for damages.

By: Wendy Silver
Wendy Silver, President
Notice To Owner of Florida, Inc.
Agent For: DEAN CONSTRUCTION GROUP INC.
4806 RED BAY DRIVE
ORLANDO, FL 32828-

Copies to:

- | | | |
|---|----|----|
| 1. 7004135000022872795
GREAT AMERICAN INSURANCE CO
2701 MAITLAND CENTER PARKWAY
SUITE 125
MAITLAND, FL 32751-7464 | 3. | 5. |
| 2. | 4. | 6. |

Prepared By: **NOTICE TO OWNER OF FLORIDA, INC.**
"Serving the construction industry statewide for over 12 years." Visit us at WWW.NTOFLORIDA.COM
401 Center Pointe Circle, Suite 1521, Altamonte Springs, Florida 32701, Phone: (407) 834-9288 (800) 723-9288

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS - SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FL 32771-

7004135000022872788

**WAIVER AND RELEASE OF LIEN
FINAL PAYMENT**

3068374

11590939

The undersigned lienor, in consideration of the final payment in the amount of \$ 10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **DEAN CONSTRUCTION GROUP INC** to the following described property:

**8515 MARKHAM RD
SANFORD, FLORIDA
SEMINOLE COUNTY**

Dated on **MAY 12, 2005**

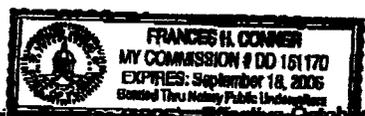
Lienor's Name **RINKER MATERIALS of FLORIDA, INC.**
Address **3626 Quadrangle Blvd Suite 200
Orlando, Florida 32817**

By *Tiffany Sloniger*
AUTHORIZED AGENT

SWORN TO AND SUBSCRIBED BEFORE ME, by **TIFFANY SLONIGER** (name) as **AUTHORIZED AGENT** (title) of **Rinker Materials of Florida, Inc.**, a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification, and who did not take an oath, this **12th** day of **MAY, 2005**.

Frances H. Conner
Notary Public

My Commission expires:



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (2005), effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

PO

WARNING: FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUB CONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.
UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. --TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER/NOTICE TO CONTRACTOR

September 9, 2004
11590939

70041160000340399302

MAIL TO: 11590939-SEMINOLE COUNTY
1101 E 1ST ST
SANFORD FL 32771

(OWNER) 11590939-SEMINOLE COUNTY
1101 E 1ST ST
SANFORD FL 32771

1219

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:
CONCRETE, DRYWALL, BLOCK, AGGREGATE, REBAR, STUCCO, &/OR MISC BUILDING MATERIALS

or the improvement of the real property identified as

GARDA PARK 8515 MARKHAM RD LAKE MARY FL TN 34-19-29-300-0110-0000 PB 3 57 SEMINOLE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED IN O R BOOK 5401 PAGE 1772

under an order given by
DEAN CONSTRUCTION GROUP INC.

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

IN THE EVENT THAT THE CONTRACT FOR IMPROVEMENTS IS BONDED, PURSUANT TO SECTION 713.23, FLORIDA STATUTES, SECTION 255.05 FLORIDA STATUTES, TITLE 40 U.S.C. SECTION 270, OR ANY OTHER FORM OF BOND, THE UNDERSIGNED INTENDS TO LOOK TO THAT BOND FOR PROTECTION AND PAYMENT. THE UNDERSIGNED REQUESTS A COPY OF THE PAYMENT BOND AND A COPY OF ANY DIRECT CONTRACTS PERTAINING TO THE IMPROVEMENTS FOR THIS PROJECT AND AGREES TO PAY REASONABLE COPY COSTS FOR SUCH COPY.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid, have a right to enforce their claim for payment against your property. This Claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

PROTECT YOURSELF:

- **RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.
- **LEARN** more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

(General Contractor):
 11590939-MARBEX CONSTRUCTORS INC
 513 W COLONIAL DR STE 7
 ORLANDO FL 32804

By: 
 Authorized Agent for:
 SANDRA BAILEY
 RINKER MATERIALS OF FLORIDA INC
 3626 QUADRANGLE BLVD
 STE 200
 ORLANDO FL 32817
 (407) 243-5350

70041160000340399296
 11590939-MARBEX CONSTRUCTORS INC
 513 W COLONIAL DR STE 7
 ORLANDO FL 32804

70041160000340399319
 11590939-GREAT AMERICAN
 INSURANCE CO
 580 WALNUT STREET
 CINCINNATI OH 45202

May 11 05 02:33p

Rick A. Marchand

352-242-9763

P. 1

This Instrument Prepared By:
 BY: Rick A. Marchand
 FOR: MARBEEK Constructors, Inc.
513 West Colonial Drive
Orlando, FL 32804

**WAIVER AND RELEASE OF LIEN
 UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through March 28, 2005 to MARBEEK Constructors, Inc., 513 West Colonial Drive #7, Orlando, FL 32804 on the job of Markham Trailhead Facility:

**Markham Trailhead Facility
 8515 Markham Road
 Lake Mary, Fla.**

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on May 11, 2005

Lienor's Name: Angeo Striping

Address: 179 Robin Road
Altamonte Springs

By (Signature): [Signature]

Printed Name & Title: ANGIE STANTON - PRESIDENT

STATE OF FLORIDA
 COUNTY OF Seminole

The foregoing instrument was sworn to and subscribed before me this 12 day of _____, 2000 by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

Notary Public: [Signature]

Printed Name: Phyllis Patrick McGEE

Commission No. DD320072



Phyllis Patrick-McGee
 MY COMMISSION # DD320072 EXPIRES
 May 17, 2008
 BONDED THRU TROY FAH INSURANCE, INC

TO:
OWNER: SEMINOLE COUNTY BOARD OF
 COUNTY COMMISSIONERS
 ENGINEER DEV
 1101 E 1 ST
 SANFORD FL 32771-1468

1219

The undersigned hereby informs you that it has furnished or is furnishing services or materials as follows:

INSTALL TRAFFIC MARKINGS
 For improvement of the real property described as: SEMINOLE WEKIVA TRAIL - TRAIL HEAD

LONGWOOD & MARKHAM WOOD R, SANFORD
 PORTION OF LAND IN SEMINOLE COUNTY FLORIDA BOND #FS5861199 CONTR #CC-1219-03/PWM - TRAIL HEAD
 (PARKING) *2

Under an order given by: MARBEK CONSTRUCTORS, INC.

Florida law prescribes the serving of this Notice and restricts your right to make payments under your contract in accordance with Section 713.06 Florida Statutes. Pursuant to Florida Statute 713.16(1) please furnish a copy of your direct contract with the contractor. Responsibility for copy costs is acknowledged. Request for Sworn Statement of Account must be addressed to:
 ANGCO INC 129 ROBIN RD ALTAMONTE SPRINGS FL 32701

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's law, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF

RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid. LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

If a payment bond exists for this project, this notice shall serve as the preliminary notice of intention to make claim against any such bond(s). Request for a copy of the bond(s) is hereby made, with acknowledgment of responsibility for copy costs. Failure to furnish the requested copy may have adverse consequences as described in Florida Statutes 713.23, 713.245, 255.05

FIRM: The undersigned will look to contractors bond for protection of the work.

ANGCO INC
 129 ROBIN RD
 ALTAMONTE SPRINGS FL
 32701

[OWNER]
 SEMINOLE COUNTY BOARD OF
 COUNTY COMMISSIONERS
 ENGINEER DEV
 1101 E 1 ST
 SANFORD FL 32771-1468

By: James A. Carmel
 James A. Carmel, Agent

[CUSTOMER]
 MARBEK CONSTRUCTORS, INC.

[GENERAL CONTRACTOR]
 MARBEK CONSTRUCTORS INC
 513 W COLONIAL DR STE 7
 ORLANDO FL 32804

[SURETY]
 Certified: 7101 0412 3440 1061 5464
 GREAT AMERICAN INSURANCE CO
 ** US TREASURY RATED **
 580 WALNUT ST
 CINCINNATI OH 45202

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 10.00, hereby waives and releases its lien and right to claim a lien for labor, services, or material furnished to Alpine South Plumbing Corporation on the job of Seminole Woods, to the following described property:

DATED on 5-~~17~~¹⁵, 2005

Lienor's Name: Alpine South Plumbing Corp

By: Victoria S O'Brien

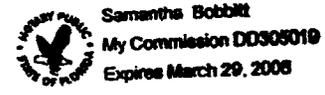
Printed Name and Title: VICTORIA S DiPaolo CEO

State of: Florida

County of: Orange

Sworn to before me this 17th day of May, 2005 who produced _____ or is personally known to me.

Notary Public: Samantha Bobbitt
Samantha Bobbitt



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996 a person may not require to furnish a waiver or release of lien that is different from the statutory form.


ALPINE SOUTH PLUMBING CORPORATION

549 N. Goldenrod Rd., Suite 14
Orlando, FL 32807

Phone: (407) 281-6652

Fax: (407) 382-3786

Licensed-Bonded-Insured • CF CO57479

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.

UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.

TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

To: SEMINOLE CO. BOARD OF CO. COMM.
ATTN: PARKS & RECREATION DEPT.
1101 E. FIRST ST.
SANFORD, FL. 32771
CERT# 7003 1680 0006 6316 5736

Under an order given by- MARBEK CONSTRUCTORS. INC.

The undersigned hereby informs you that he has furnished, or is furnishing services or materials as follows-
LABOR AND MATERIALS TO COMPLETE PLUMBING CONTRACT

For the improvement of the real property identified as-
SEMINOLE CO. MARKHAM TRAILHEAD PARK, SEMINOLE CO. FL. BOND #FS5861199 PROJ# CC-1219-03/DRS 8815
LONGWOOD/MARKHAM RD. LAKE MARY, FL. 32746

Florida law prescribes the serving of this Notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

PROTECT YOURSELF:

- **RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.
- **LEARN** more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contracting an attorney or the Florida Department of Business and Professional Regulations.

* If the project is bonded under section 713.23, 713.245, 255.05 Florida Statutes or 270 U.S.C. this Notice shall serve as a preliminary Notice to Contractor and the firm sending this Notice will look to the bond (Surety Co.) for protection in not paid. **If a payment bond exists, furnish a copy to the undersigned or provide name and address of bonding company.** Failure to provide this information may render you liable for damages.

By:

Linda M. Morency

Dated:

9-7-04

Copies to:

MARBEK CONSTRUCTORS, INC.
513 W. COLONIAL DR. STE. 7
ORLANDO, FL. 32804
7003 1680 0006 6316 5743

GREAT AMERICAN INSURANCE
580 WALNUT
CINCINNATI, OH. 45202
7003 1680 0006 6316 5750

J ROLFE DAVIS INSURANCE
850 CONCOURSE PARKWAY SOUTH
MAITLAND, FL. 32750
7003 1680 0006 6316 5767

352-242-9763

This Instrument Prepared By:
 BY: Rick A. Marchand
 FOR: MARBEK Constructors, Inc.
513 West Colonial Drive
Orlando, FL 32804

**WAIVER AND RELEASE OF LIEN
 UPON FINAL PAYMENT**

The undersigned lienor in consideration of the sum of \$ 10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through March 28, 2005 to MARBEK Constructors, Inc., 513 West Colonial Drive #7, Orlando, FL 32804 on the job of Markham Trailhead Facility:

**Markham Trailhead Facility
 8515 Markham Road
 Lake Mary, Fla.**

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on May 11, 2005

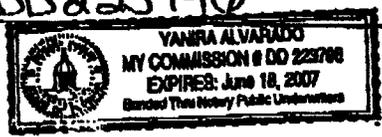
Lienor's Name: Design Electrical Contracting
 Address: PO BOX 390641 Deltona Fla 32739

By (Signature): [Signature]
 Printed Name & Title: Curt Sporer Pres DEC Inc.

STATE OF FLORIDA
 COUNTY OF Volusia

The foregoing instrument was sworn to and subscribed before me this 16th day of May, 2005 by Curt Sporer who is personally known to me or who has produced Driver License as identification and who did take an oath.

Notary Public: [Signature]
 Printed Name: Janire Alvarado
 Commission No. 55223796



Release of Claims Against Owner, General Contractor and Payment Bond Surety

The undersigned in consideration of the sum of five thousand eight hundred forty eight (\$ 5848.00) does release and discharge all claims, demands actions or causes of action to the extent of the amount hereinabove stated against Seminole County Board of County Commissioners (Owner), Marbek Constructors, Inc. (general contractor), and Great American Insurance Co. (payment bond surety) relating to furnishing of labor, services or materials from and including the 1st day of June, 2004, through and including the 28th day of March, 2005, on real property known, described or recorded as:

Markham Trail Facility
8515 Markham Rd.
Lake Mary, Florida

This Release of Lien is conditioned upon payment of check or draft No. 13251 issued on the account of Marbek Constructors, Inc. at Century National Bank (bank, etc.) in the amount of \$ 5848.00; otherwise, this release is VOID.

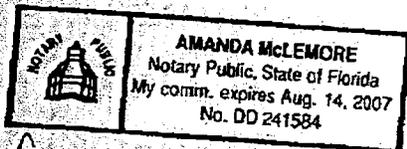
Dated this 18 day of May, 2005.

Company Name: Greenwood Landscaping

By: [Signature]

Printed Name: Amir Badakhshan

Title: President



Amanda McLeMore
Sl8105
State of Florida
County of Seminole

INVOICE

SALES DRAFT
~~MAIL PHONE~~

, INC

Invoice Number:

MOW PLAYGROUNDS
 2851 POLK ST
 HOLLYWOOD, FL 33020-42

4-0254

17701

Invoice Date:

Aug 11, 2004

Page:

1

MERCHANT # : 4301330017887365
 CERMENGL ID : 00000001

ACCOUNT # : *****3997 * MC
 BATCH : 55
 DATE : 03/28/05 TIME : 14:54
 TRN CODE : 028124 INU #: 17701

3 CODE : V - EXACT MATCH

: 002

AMT : \$2148.55

ectors, Inc
 and
 il Dr. / Ste 7
 2804

Ship to: Markham Trail Facilities

THANK YOU.
 PLEASE COME AGAIN.

*** CUSTOMER COPY ***

	Customer PO	Payment Terms	
		Partial Deposit/Bal Due on Receipt	
	Quote Number		Due Date
	100016053		8/11/04

Quantity	Item	Description	Unit Price	Extension
8.00		WV-BL100N 36" Bike Loop Plastisol Coated (BL1436)	49.00	392.00
4.00		WV-HR300V Heritage Series 6' Bench (H1000) Prepaid Frt	629.00	2,516.00 521.00
Thank you for your patronage				
YOUR ACCOUNT IS OVERDUE PLEASE REMIT PAYMENT IMMEDIATELY THANK YOU				

	Subtotal	3,429.00
	Sales Tax	203.56
	Total Invoice Amount	3,632.56
Check No: Adpv	Payment Received	-1,811.50
ck # 13024 7-7-04	TOTAL	1,821.06

Less C.R. Payment
 2005

-1821.06
B.O.H.

This Instrument Prepared By:
BY: Rick A. Marchand
FOR: MARBEK Constructors, Inc.
513 West Colonial Drive
Orlando, FL 32804

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 1,588.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through June 11, 2005 to MARBEK Constructors, Inc., 513 West Colonial Drive #7, Orlando, FL 32804 on the job of Markham Trailhead Facility:

**Markham Trailhead Facility
8515 Markham Road
Lake Mary, Fla.**

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on June 11, 2005

Lienor's Name: Admark Signs & Graphics

Address: 1924 BRENGLER AVE.
ORLANDO, FL. 32808

By (Signature): Patricia Huffman

Printed Name & Title: PATRICIA HUFFMAN

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn to and subscribed before me this 16 day of June, 2005, by Patricia Huffman who is personally known to me or who has produced _____ as identification and who did take an oath.

Notary Public: Diane A Rhodes

Printed Name: Diane A Rhodes

Commission No. DD346640

