

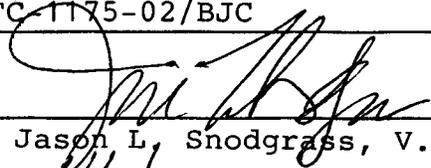
**22. Accept and authorize the Chairman to execute the Certificate of Completion for FC-1175-02/BJC – Hiley’s Fish Camp/Overlook Park, with The Watauga Company, Titusville (Certificate of Completion).**

FC-1175-02/BJC provided for all labor, materials, equipment, coordination, and incidentals necessary for improvements to Hiley’s Fish Camp/Overlook Park including a pavilion; sidewalks/parking and wooden docks as described in the drawings and specifications. As of September 18, 2003, all work and documentation have been satisfactory completed. Library and Leisure Services/Parks and Recreation and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the acceptance of this project and authorize the Chairman to execute the Certificate of Completion.

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: Hiley's Fish Camp/Overlook Park

COUNTY Contract No. FC-1175-02/BJC

To: CONTRACTOR   
Jason L. Snodgrass, V.P.

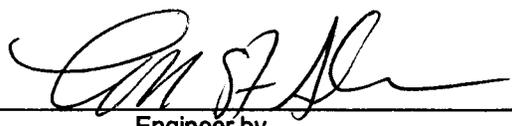
Project Manager   
Jeff Hayes, Parks Coordinator

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on 7-23-03 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.

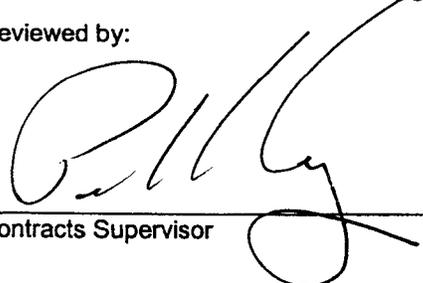
Accepted by:

CONTRACTOR

  
Contractor by  
Jason L. Snodgrass, V.P. The Watauga Company

  
Engineer by  
Constance A. Owens, P.E. Land Design Innovation

Reviewed by:

  
Contracts Supervisor

9/25/03  
Date

CERTIFICATE OF ENGINEER

Agreement Title: Hiley's Fish Camp/Overlook Park

County Contract No.: FC-1175-02/BJC

Agreement Date: 5-9-02

Project: Hiley's Fish Camp/Overlook Park

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: 5-9-02

CONTRACTOR's Notice to Proceed: 8-12-02

Days allowed by Agreement: 60 days

Extensions granted by C.O.: -0-

Scheduled Completion Date: 10-12-02

Work began: 8-12-02

Project Substantially Completed: 7-28-03

Days to complete: 351 days

Underrun: 0 days

Overrun: 291 days

9/16/03  
Date

W. W. Days  
Engineer

Parks Coordinator  
Parks & Recreation Division

**CERTIFICATE OF FINAL COMPLETION**

Agreement Title: Hiley's Fish Camp/Overlook Park

County Contract No: FC-1175-02/BJC

Project: Hiley's Fish Camp/Overlook Park

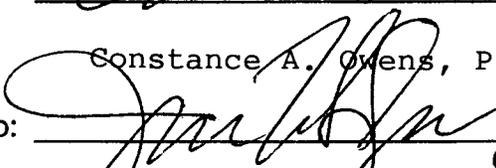
Contractor: The Watauga Company

Agreement for: Public Park Project Agreement date: 5-9-02

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

To:   
Engineer

Constance A. Owens, P.E. Land Design Innovations

To:   
Contractor

Jason L. Snodgrass, V.P. The Watauga Company

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: August 28, 2003

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 August 28, 2003

Constance A. Owens, P.E.

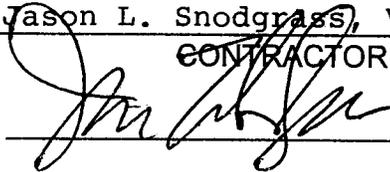
ENGINEER

BY: 

CONTRACTOR accepts this certificate of Final Completion on August 23, 2003.

Jason L. Snodgrass, V.P.

CONTRACTOR

BY: 

COUNTY accepts this Certificate of Final Completion on \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_

BY: \_\_\_\_\_, Chairman

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

Date: \_\_\_\_\_

# **CERTIFICATION & RELEASE**

**FROM: THE WATAUGA COMPANY  
4275 CAPRON ROAD  
TITUSVILLE, FLORIDA 32780**

**TO: SEMINOLE COUNTY PARKS & RECREATION  
264 W. NORTH STREET  
ALTAMONTE SPRINGS, FLORIDA 32714**

**REFERENCE: OVERLOOK PARK  
SEMINOLE COUNTY, FLORIDA**

## **KNOW ALL MEN BY THESE PRESENTS:**

**THE UNDERSIGNED HEREBY CERTIFIESTHAT THERE IS DUE AND PAYABLE UNDER THE CONTRACT AND DULY APPROVED CHANGE ORDERS AND MODIFICATIONS THE UNDISPUTED BALANCE OF \$26,284.53.**

**THE UDERSIGNED FURTHER CERTIFIES THAT IN ADDITION TO THE AMOUNT SET FORTH IN PARAGRAPH 1 HEREOF THERE ARE OUTSTANDING AND UNSETTLED THE FOLLOWING ITEMS WHICH HE CLAIMS ARE JUST AND DUE AND OWING BY SEMINOLE COUNTY TO THE CONTRACTOR.**

### **A. NONE**

**THE UDERSIGNED FURTHER CERTIFIES THAT ALL WORK REQUIRED UNDER THIS CONTRACT INCLUDING WORK REQUIRED UNDER CHANGE ORDER NUMBER(s) 1 & 2 HAS BEEN PERFORMED IN ACCORDANCE WITH THE TERMS THEREOF, AND THAT THERE ARE NO CLAIMS OF LABORERS OR MECHANICS FOR UNPAID WAGES ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT, AND THAT THE WAGE RATES PAID BY THE CONTRACTOR AND ALL SUBCONTRACTORS WERE IN CONFIRMITY WITH THE CONTRACT PROVISIONS RELATING TO SAID WAGE RATES.**

**EXCEPT FOR THE AMOUNTS STATED IN PARAGRAPHS 1 & 2 HEREOF THE UNDERSIGNED HAS RECEIVED FROM SEMINOLE COUNTY ALL SUMS OF MONEY PAYABLE TO THE UNDERSIGNED UNDER OR PURSUANT TO THE AFOREMENTIONED CONTRACT OR ANY CHANGE OR MODIFICATION THEREOF.**

THAT IS CONSIDERATION OF THE PAYMENT OF THE AMOUNT ATATED IN PARAGRAPH 1 THEREOF THE UNDERSIGNED DOES HEREBY RELEASE SEMINOLE COUNTY FROM ANY AND ALL CLAIMS ARISING UNDER OR BY VIRTUE OF THIS CONTRACT EXCEPT THE AMOUNTS LISTED IN PARAGRAPH 2 HEREOF: PROVIDE HOWEVER, THAT IF FOR ANY REASON SEMINOLE COUNTY DOES NOT PAY IN FULL THE AMOUNT STATED IN PARAGRAPH 1 HEREOF, SAID DEDUCTION SHALL BE AUTOMATICALLY INCLUDED UNDER PARAGRAPH 2 AS AN AMOUNT WHICH THE CONTRACTOR HAS NOT RELEASED BUT WILL RELEASE UPON PAYMENT THEREOF. THE CONTRACTOR FURTHER CERTIFIES THAT UPON PAYMENT OF THE AMOUNTS LISTED IN PARAGRAPH 2 HEREOF, AND OF ANY AMOUNT WHICH MAY BE DEDUCTED FROM PARAGRAPH 1 HEREOF, HE WILL RELEASE SEMINOLE COUNTY FROM ANY AND ALL CLAIMS OF ANY NATURE WHATSOEVER ARISING OUT OF SAID CONTRACT OR MODIFICATION THEREOF, AND WILL EXCUTE SUCH FIRTHER RELEASES OR ASSURANCES AS SEMINOLE COUNTY MAY REQUEST.

IN WITNESS WHEREOF, THE UDERSIGNED HAS SIGNED AND SEALED THIS INSTRUMENT THIS 28<sup>TH</sup> DAY OF JULY 2003.

THE WATAUGA COMPANY  
CONTRACTOR

JASON L. SNODGRASS  
VICE PRESIDENT

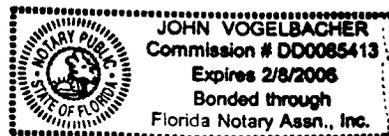
JASON L. SNODGRASS, BEING FIRST DULY SWORN ON OATH, DEPOSES AND SAYS, FIRST, THAT HE IS THE VICE PRESIDENT OF THE WATAGA COMPANY, SECOND, THAT HE HAS READ THE FOREGOING CERTIFICATE AND RELEASE BY HIM SUBCRIBED AS VICE PRESIDENT OF THE WATAUGA COMPANY. AFFIANT FURTHER STATES THAT THE MATTER AND THINGS STATED THEREIN ARE, TO THE BEST OF HIS KNOWLEDGE AND BELIEF, TRUE.

*[Handwritten Signature]*  
SIGNATURE

SUBSCRIBE AND SWORN TO BEFORE ME THIS 28<sup>TH</sup> DAY OF JULY 2003.

*[Handwritten Signature]*  
NOTARY

MY COMMISSION EXPIRES 2.8.06.



7 22



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

The undersigned lienor, in consideration of the final payment in the amount of TEN AND XX / 100 (\$10.00), the receipt of payment is acknowledged, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to J. TRUBENBACH CONST INC on the job located on the following described property:

**HILEYS FISH CAMP  
PUBLIC PARK PROJECT  
SEMINOLE COUNTY, FLORIDA**

Dated On: July 7, 2003

Lienor's Name:  
Tarmac America LLC

Credit Services Department  
P.O. Box 8648  
Deerfield Beach, FL 33443  
(954) 481-7810

By: [Signature]  
Title: Area Credit Manager  
Printed Name: Shelia A. Talbert

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7 day of July, 2003, by Shelia A. Talbert who is personally known to me or who produced N/A as identification.

[Signature]

Notary Public:  
My Commission expires:



Linda Kelle  
My Commission 00128118  
Expires May 22, 2006

*NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). 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.*

JAMES C. HALL COMPANY, INC.  
D/B/A HALL COMPANY, INC.  
226 OLD SANFORD OVIEDO ROAD  
WINTER SPRINGS, FL 32708

(407) 327-4930 OFFICE  
(407) 327-7345 FAX

FINAL  
WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 1,782.75, hereby waives and releases its lien and right to claim for labor, services or materials furnished to JAMES C. HALL COMPANY, INC. D/B/A HALL COMPANY, INC. on the following job of SEMINOLE COUNTY to the following described property:

CC-1175-02/BJC - Overlook Park fka/Hiley's Fish Camp  
Public Park Project  
Seminole County, Florida

Dated on July 7<sup>th</sup>, 2003

Lienor's Name J. Trubenbach Construction

Address 38432 Grassyhill Lane

Eustis, FL 32726

By *John K. Rutherford*

Print Name and Title of Auth. Signor JOHN K. RUTHERFORD  
VICE PRESIDENT

State of Florida  
County of Seminole

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2003 by John K. Rutherford who is personally known to me or who produced as identification.

Notary Public *Patricia R. Mongelli*

My Commission Expires:



Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). 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.

FROM : DD&G TRUCKING

FAX NO. : 407 299 6771

Jul 03 2003 12:00PM P1

22

JAMES C. HALL COMPANY, INC.  
D/B/A HALL COMPANY, INC.  
225 OLD SANFORD OVERLOOK ROAD  
WINTER SPRINGS, FL 32708

(407) 327-4930 OFFICE  
(407) 327-7348 FAX

FINAL  
WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 1,858.00, hereby waives and releases its lien and right to claim for labor, services or materials furnished to JAMES C. HALL COMPANY, INC. D/B/A HALL COMPANY, INC. on the following job of SEMINOLE COUNTY to the following described property:

CC-1175-02/BJC - Overlook Park for Hilley's Flan Camp  
Public Park Project  
Seminole County, Florida

Dated on July 2, 2003

Lienor's Name Contractors of Central Florida

Address P.O. Box 771

Gotha, FL 32924

By [Signature]

Print Name and Title of Auth. Signer Duigan Bowles Secretary

State of Florida  
County of Sevier

The foregoing instrument was acknowledged before me this 2nd day of July, 2003 by Duigan Bowles who is personally known to me or who produces as identification.

Notary Public [Signature]

My Commission Expires [Signature]  
Patrick R. Mongelli  
MY COMMISSION # 00044702 EXPIRES  
September 17, 2005  
NOTARY PUBLIC BY FAIR INSURANCE, INC.

Note: This is a statutory form prescribed by Section 713.20, Florida Statute (1998). Effective October 1, 1998 a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

# Notice To Owner / Notice To Contractor \*

# 22

Date: 5/14/03

Notice # 131961

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

Certified # 70010320000471512438



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:

HILEY'S FISH CAMP PUBLIC PARK OVIEDO  
1988 SPRING AVE, OVIEDO, FLORIDA  
LOT 4 BLK 2  
MINERAL SPRINGS PARK SUBDIVISION  
PLAT BOOK 7 PAGE 60  
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA  
BOND: RLI INSURANCE COMPANY  
# SSB-352588

*5/16/03  
503#0203*

under an order given by:

HALL & COMPANY INC  
JAMES C HALL CO, INC  
225 OLD SANFORD OVIEDO ROAD  
WINTER SPRINGS, FL 32708-

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: CONTRACTORS OF CENTRAL FLORIDA  
9419 COMEAU STREET  
GOTHA, FL 34734-

### Copies to:

1. 70010320000471512445  
WATAUGA COMPANY INC  
4275 CAPRON ROAD  
TITUSVILLE, FL 32780-

3.

5.

2. 70010320000471512452  
RLI INSURANCE COMPANY  
9025 NORTH LINDBERGH DR

4.

6.

0203

WAIVER AND RELEASE OF LIEN  
FOR FINAL PAYMENT

22

The undersigned lienor, in consideration of the final payment in the amount of \$ 10.00 hereby waives and releases the lien and right to claim a lien for labor, services or materials furnished to (customer) The Watauga Company on the job performed for Brevard Co. Board of Comm. located on the following property: Construction of a Concrete Water storage Bldg. @ Parrish Park, Scottsmoor, Brevard County, FL

Dated on 1-23-03

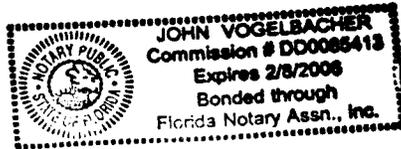
Michael Roark Painting  
1744 S. Park Ave.  
Titusville, Fl 32780

By: X Michael Roark  
Print: X Michael Roark

State of FLORIDA  
County of BREVARD

Sworn and subscribed to me this 24<sup>th</sup> day of JANUARY by Michael Roark, who is either personally known to me or produced \_\_\_\_\_ as identification.

X John Vogelbacher  
Notary Public Signature



2-8-06  
My Commission Expires

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

WAIVER AND RELEASE OF LIEN  
FOR FINAL PAYMENT

22

The undersigned lienor, in consideration of the final payment in the amount of \$ 10.00 hereby waives and releases the lien and right to claim a lien for labor, services or materials furnished to (customer) The Watauga Company on the job performed for Seminole County located on the following property:

CC-1175-02/BJC - Overlook Park fka/Hiley's  
Fish Camp, Public Park Project  
Seminole County FL

Dated on 01/03/03

C & D Dockworks (lienor)  
5403 Holden Road  
Cocoa, FL 32927

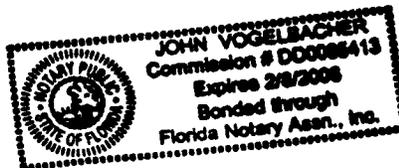
By: X [Signature]  
Print: X Charles R. Brumby

State of FLORIDA  
County of BREVARD

Sworn and subscribed to me this 3rd day of JANUARY by Charles R Brumby who is either personally known to me or produced \_\_\_\_\_ as identification.

X [Signature]  
Notary Public Signature

2-8-06  
My Commission Expires



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

22

JAMES C. HALL COMPANY, INC.  
D/B/A HALL COMPANY, INC.  
225 OLD SANFORD OVIEDO ROAD  
WINTER SPRING, FL 32708

(407) 327-4930 OFFICE  
(407) 327-7345 FAX

FINAL  
WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 704.23, hereby waives and releases its lien and right to claim for labor, services or materials furnished to JAMES C. HALL COMPANY, INC. D/B/A HALL COMPANY, INC. on the following job of SEMINOLE COUNTY to the following described property:

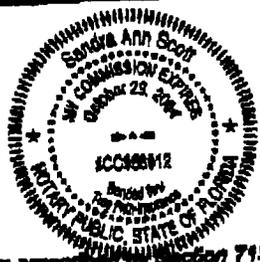
CC-1175-02/BJC - Overlook Park aka/Hiley's Fish Camp  
Public Park Project  
Seminole County, Florida

Dated on June 24, 2003

Lienor's Name Dobe Limu & Stone  
Address PO Box 1209  
By Christine Hertz  
Print Name and Title of Auth. Signor Christine Hertz  
Administrative Assistant

State of Florida  
County of Marion

The foregoing instrument was acknowledged before me this 24th day of June, 2003 ~~2002~~ by Christine Hertz who is personally known to me or who produced as identification.



Notary Public: Sandra Ann Scott  
My Commission Expires: Sandra Ann Scott

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1998 a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

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

22

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

### NOTICE TO OWNER

Certified Mail # 7001 1940 0004 4679 8510

Date: May 9, 2003

To: Seminole County Board Of  
County Commissioners  
1101 East First Street  
Sanford, Florida 32771

5/12/03  
103 #0203

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

**Limerock Base Material** for the improvement of the real property identified as:

Lot 4 Block 2 Mineral Springs Park, Plat Book 7, Page 60, Seminole County Florida. 1988 Spring Avenue, Oviedo; Mineral Springs Park Lot 4 Block 2; Hiley's Fish Camp Public Park Project. AKA Overlook Park

under an order given by: HALL COMPANY, 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.

#### 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 there is a surety bond securing payment, the undersigned hereby notifies you of its intention to look to the bond for payment and demands a copy of the bond pursuant to Florida Statute 255.05 and 713.23..

Copies to:

1. Certified Mail # 7001 1940 0004 4679 8527  
Hall Company, Inc.  
225 Old Sanford Oviedo Road  
Winter Springs, Florida 32708
2. Certified Mail # 7001 1940 0004 4679 8534  
Watauga Company, Inc.  
4275 Capron Road  
Titusville, Florida 32780
3. Certified Mail # 7001 1940 0004 4679 8541  
RLI Insurance Company  
Bond # SS8-352588  
9025 North Linberg Drive  
Peoria, Illinois 61615

By: William W. Houghton III  
 William W. Houghton, III  
 General Manager  
 DIXIE LIME & STONE, CO.  
 P.O. Box 1209  
 Anthony, FL 32617

NEED

JAMES C. HALL COMPANY, INC.  
D/B/A HALL COMPANY, INC.  
225 OLD SANFORD OVIEDO ROAD  
WINTER SPRINGS, FL 32708

(407) 327-4930 OFFICE  
(407) 327-7348 FAX

FINAL  
WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 4,350.00 hereby waives and releases its lien and right to claim for labor, services or materials furnished to JAMES C. HALL COMPANY, INC. on the following job of SEMINOLE COUNTY to the following described property:

CC-1175-02/BJC - Overlook Park aka/Hiley's Fish Camp  
Public Park Project  
Seminole County, Florida

Dated on July 8, 2003

*Sunray Job # 4578*

Lienor's Name Sunray Paving & Construction, Co. KB

Address P.O. Box 621358

Oviedo, FL 32762-1358

By *Sherman E. Kirkland*

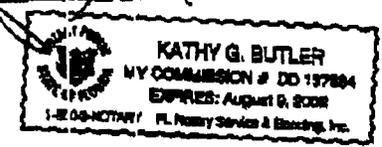
Print Name and Title of Auth. Signor SHERMAN E. KIRKLAND  
Vice-President

State of Florida  
County of Polk

The foregoing instrument was acknowledged before me this 8th day of July, 2003 by SHERMAN E. KIRKLAND who is personally known to me or who produced H/A as identification.

Notary Public *Kathy G. Butler*

My Commission Expires:



Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1995). Effective October 1, 1998 a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

COPY

**WARNING TO OWNER: 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.**

MAY 9, 2003

**NOTICE TO OWNER /  
NOTICE TO CONTRACTOR**

71073226748002314692  
71073226748002314685 - 2314692

**22**

To: (Owner)  
SEMINOLE COUNTY BOARD OF COUNTY  
COMMISSIONERS  
1101 EAST FIRST STREET  
SANFORD FL 32771

*1037#  
0203  
5/12/03*

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:  
**PAVING & ROAD STRIPING**

for the improvements of real property identified as LOT 4 BLK 2 MINERAL SPRINGS PARK PLAT BOOK 7 PAGE 60 SEMINOLE COUNTY FLORIDA 1988 SPRING AVE OVIEDO; MINERAL SPRINGS PARK LOT 4 BLK 2; HILEY'S FISH CAMP PUBLIC PARK PROJECT

under an order given by HALL COMPANY INC.

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:**

71073226748002314692  
(GEN CONTR)  
WATAUGA COMPANY INC  
4275 CAPRON RD  
TITUSVILLE FL 32780

(Under an order given by)  
HALL COMPANY INC  
225 OLD SANFORD OVIEDO RD  
WINTER SPRINGS FL 32708

71073226748002314685  
(BOND)  
RLI INSURANCE COMPANY  
BOND #SSB-352588  
9025 NORTH LINDBERG DRIVE  
PEORIA IL 61615

*Jack E. Berrell*

By: **JACK E. BERRELL / National Association of Credit Management of Florida, Inc.**  
Any demand made pursuant to Section 713.16, Florida Statute must be directed to the attention of the Lienor's representative at the address of the Lienor shown below.

Authorized Agent for Lienor:  
**SUNRAY PAVING & CONST CO  
ALAN J MORRISON  
P O BOX 621358  
OVIEDO FL 32765  
(REF # : 4578)**

22

JAMES C. HALL COMPANY, INC.  
D/B/A HALL COMPANY, INC.  
225 OLD SANFORD OVIEDO ROAD  
WINTER SPRINGS, FL 32708

(407) 327-4930 OFFICE  
(407) 327-7345 FAX

FINAL  
WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 970.13, hereby waives and releases its lien and right to claim for labor, services or materials furnished to JAMES C. HALL COMPANY, INC. D/B/A HALL COMPANY, INC. on the following job of SEMINOLE COUNTY to the following described property:

CC-1175-02/BJC - Overlook Park fka/Hiley's Fish Camp  
Public Park Project  
Seminole County, Florida

Dated on July 7<sup>th</sup>, 2003

Lienor's Name Professional Staffing - A.B.T.S., Inc.  
d/b/a Able Body Labor  
Address PO Box 4699  
Clearwater, FL 33758  
By [Signature]  
Print Name and Title of Auth. Signor KATHLEEN ROEMER  
Branch Manager

State of Florida  
County of Seminole

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2003 by KATHLEEN ROEMER who is personally known to me or who produced [Signature] as identification.

Notary Public

[Signature: Patricia R. Mongelli]

My Commission Expires:



Patricia R. Mongelli  
MY COMMISSION # 00044732 EXPIRES  
September 17, 2005  
BONDED TO THE TROY FAIR INSURANCE, INC.

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). 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.

**NOTICE TO CONTRACTOR**

**22**

**MAY 27, 2003**

**TO: THE WATAUGA COMPANY  
4275 CAPRON ROAD  
TITUSVILLE, FL 32780  
CERT MAIL 91 7108 2133 3930 3401 7131**



The undersigned notifies you that **ABLE BODY LABOR**, has furnished or is furnishing services or materials for the improvement of the real property identified as:

**BOND # SSB-352588**

OVERLOOK PARK / HILEY'S FISH CAMP 1988 SPRING AVE OVIEDO FLORIDA SEMINOLE COUNTY FLORIDA. / PUBLIC PARK, CANOE MORRING / FISHING PIER

**OWNER:**

SEMINOLE COUNTY FLORIDA  
9025 N LINCBERG DRIVE  
PEORIA, IL 61615  
CERT MAIL 91 7108 2133 3930 3401 7148

Under an order given by, HALL COMPANY, we will be looking to the contractor's bond for the protection on the work.

**DEMAND IS HEREBY MADE UPON ALL PARTIES RECEIVING THIS NOTICE THAT THE UNDERSIGNED DEMANDS, PURSUANT TO CHAPTER 713 AND/ OR CHAPTER 255, FLORIDA STATUTES. A COPY OF ANY AND ALL PAYMENT AND OR/ PERFORMANCE BONDS ISSUED TO ANY SUCH PARTY. ANY PARTY WHO FAILS OR REFUSES TO FURNISH THE COPY WITHOUT JUSTIFIABLE CAUSE SHALL BE LIABLE TO THE UNDERSIGNED FOR ANY DAMAGE CAUSED BY THE REFUSAL OR FAILURE.**

By: \_\_\_\_\_

PROFESSIONAL STAFFING – A.B.T.S., INC  
d/b/a ABLE BODY LABOR  
P.O. BOX 4699  
CLEARWATER FL 3375802/14/2003  
(727) 771-1111 (727) 789-6564 FAX

5/31/03  
JOB # 0203

CC:

HALL COMPANY  
225 OLD SANFORD OVIEDO ROAD  
WINTER SPRINGS, FL 32708  
CERT MAIL 91 7108 2133 3930 3401 7124

R.L.I. INSURANCE COMPANY  
9025 N LINCBERG DRIVE  
PEORIA, IL 61615  
CERT MAIL 91 7108 2133 3930 3401 7070

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

AIA DOCUMENT G707

PROJECT: **Hiley's Fish Camp Public Park Project**  
(name, address) **1988 Spring Avenue, Oviedo FL 32765**

TO (Owner):

[ **Seminole County** ]

ARCHITECT'S PROJECT NO: **FC-1175-02/BJC**  
CONTRACT FOR: **CANOE MOORING/FISHING PIER**

BOND NO: **SSB-352588**  
CONTRACT DATE: **05/09/02**

CONTRACTOR:

[ **The Watauga Company** ]

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

**RLI Insurance Company**  
**9025 N. Lindbergh Drive, Peoria, IL 61615 (309) 692-1000**  
on bond of (here insert name and address of Contractor)

, SURETY COMPANY,

**The Watauga Company**  
**4275 Capron Road, Titusville, FL 32780 (321) 267-5785**

, CONTRACTOR,

hereby approves of the final payment to the Contractors, and agrees that final payment to the Contractor shall not relieve  
the Surety Company of any of its obligations to (here insert name and address of Owner)

**Seminole County**  
**1101 East First Street, Room 3208, Sanford, FL 32771 (407) 665-7116**

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this **9th** day of **July, 2003**.

**RLI Insurance Company**

Surety Company

*Patricia L. Slaughter*

Signature of Authorized Representative

Attest: *Jessica A. Marko*  
(Seal):

**Patricia L. Slaughter, Attorney-In-Fact & Florida**

Title **Licensed Resident Agent** *Inquiries: (407) 786-7770*

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,  
Current Edition



POWER OF ATTORNEY

RLI Insurance Company

22

A Division of RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612-3967

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company, an Illinois corporation, does hereby make, constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. ROBINSON, LESLIE M. DONAHUE, PATRICIA L. SLAUGHTER, J. GREGORY MACKENZIE, JOINTLY OR SEVERALLY

in the City of Altamonte Spring, State of Florida its true and lawful Agent and Attorney-in-Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney-in-Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the company by the President, Secretary, any Assistant Secretary, Treasurer, Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, and Assistant Secretary, or the Treasurer, may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its President with its corporate seal affixed this 29th day of January, 2003.

State of Illinois }
County of Peoria } SS



RLI Insurance Company

By: Jonathan E. Michael, President

CERTIFICATE

I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 9th day of July, 2003.

By: Cherie L. Montgomery, Notary Public



RLI Insurance Company

By: Jonathan E. Michael, President

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

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE** The Watauga Company, hereinafter referred to a "Principal" and RLI 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 \$ 15,131.14 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 Hiley's Fish Camp - Public Park Project (FC-1175-02/BJC); and

**WHEREAS**, the aforesaid improvements were made pursuant to an Agreement dated May 9th, 20 02, 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 thereof, 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 28th day of May, 2003.

Address:  
4275 Capron Road  
Titusville, FL 32780

The Watauga Company (SEAL)  
Principal  
By: [Signature] Its: Jason L. Snodgrass  
(If a Corporation) Vice President  
ATTEST: [Signature] Its: John Vogelbacher  
(If a Corporation)

\* Address:  
9025 N. Lindbergh Drive  
Peoria IL (309) 692-1000  
(309) 689-3937 Fax

\* RLI Insurance Company (SEAL)  
Surety  
By: [Signature]  
Patricia L. Slaughter Its Attorney-in-Fact & FL Licensed Resident Agent\*\*  
\*\* Phone No. (407) 786-7770  
\*\* Fax No. (407) 786-7766  
ATTEST: [Signature]  
Deborah Mahl

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 venturers 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.

## **TERRORISM RIDER**

### **NOTICE - FEDERAL TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM**

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the terms of the Terrorism Risk Insurance Act of 2002 ("the Act,"), will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond. The portion of your annual premium attributable to certified acts of terrorism under this bond is \$1.00

### **COVERAGE LIMITATIONS**

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms of this bond.



POWER OF ATTORNEY
RLI Insurance Company 22

A Division of RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612-3967

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company, an Illinois corporation, does hereby make, constitute and appoint:
JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. ROBINSON, LESLIE M. DONAHUE, PATRICIA L. SLAUGHTER, J. GREGORY MACKENZIE, JOINTLY OR SEVERALLY

in the City of Altamonte Spring, State of Florida its true and lawful Agent and Attorney-in-Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney-in-Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the company by the President, Secretary, any Assistant Secretary, Treasurer, Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, and Assistant Secretary, or the Treasurer, may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its President with its corporate seal affixed this 29th day of January, 2003.

State of Illinois }
County of Peoria } SS



RLI Insurance Company

By: Jonathan E. Michael
President

On this 29th day of January, 2003, before me, a Notary Public, personally appeared Jonathan E. Michael, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

CERTIFICATE

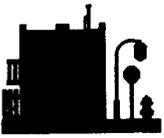
I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 28th day of July, 2003.

By: Cherie L. Montgomery
Notary Public



RLI Insurance Company

By: Jonathan E. Michael
President



August 27, 2003

Seminole County Government  
1101 East First Street  
Sanford, FL 32771

Re: Overlook Park (also known as Hiley's Fish Camp)  
County Contract # FC-1175-02/BJC  
Engineer's Final Certification of Completion

Dear Sir or Ms:

I hereby certify that the work for the referenced project has been satisfactorily completed under the terms of the Contract Documents, and is therefore deemed substantially complete.

Sincerely,

LAND DESIGN INNOVATIONS, INC.

Constance A. Owens, P.E.  
Principal  
FL License #54842  
Certificate of Authorization #9400

Cc: Mr. Jeff Hayes, Seminole County Parks  
Mr. Joe Gaspirini, Seminole County Parks  
Ms. Mary Bates, HHI  
File 02044.02



CONTRACTOR'S RELEASE

Hiley's Fish Camp -  
Agreement Title: PUBLIC PARK PROJECT County Contract No.: FC-1175-02/BTC

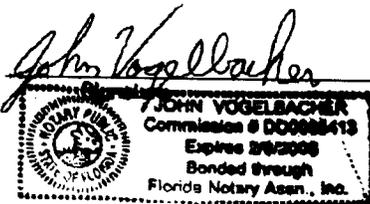
Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

BEFORE ME, the undersigned authority in said County and State, appeared JASON L. SNODGRASS who, being duly sworn and personally known to me, deposes and says that he/she is VICEPRESIDENT of THE WATAUGA CO., a company and/or corporation authorized to do business under the laws of Florida, which is: the CONTRACTOR on Hiley's Fish Camp Park located in Seminole County, Florida, dated the 9th day of May, 2002, 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 \$ 26,284.53 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 \$ 26,284.53 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 Florida )  
County of Brevard )  
ss

The foregoing instrument was acknowledged before me this 26th day of August 2003, by JASON L. SNODGRASS who is personally known to me or who has produced \_\_\_\_\_ as identification.



Print name: John Vogelbacher  
Notary Public in and for the County and State Aforementioned

My commission expires: 2-8-06

# THE WATAUGA COMPANY

## GENERAL CONTRACTOR

4275 CAPRON ROAD  
TITUSVILLE, FLORIDA 32780

321/267-5785  
FAX 321/383-7338

7-28-03

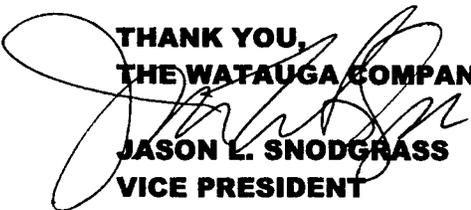
SEMINOLE COUNTY PARKS & RECREATION  
264 W. NORTH STREET  
ALTAMONTE SPRINGS, FLORIDA 32714

ATTN: JOE GASPIRINI  
MANAGER

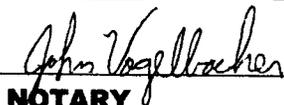
REF: OVERLOOK PARK  
SEMINOLE COUNTY, FLORIDA

THE WATAUGA COMPANY CERTIFIES THAT THE CONTRACTOR OF RECORD HAS REVIEWED THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, AND THE WORK HAS BEEN INSPECTED BY THE CONTRACTOR FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS.

THE WATAUGA COMPANY ALSO CERTIFIES THE CONTRACTOR OF RECORD CERTIFIES AND REPRESENTS THAT THE WORK COMPLIES IN ALL RESPECTS WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, AND FURTHER CERTIFIES AND REPRESENTS THAT ALL EQUIPMENT AND SYSTEMS HAVE BEEN INSTALLED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND HAVE BEEN TESTED IN ACCORDANCE WITH SPECIFICATION REQUIREMENTS AND ARE OPERATIONAL.

THANK YOU,  
THE WATAUGA COMPANY  
  
JASON L. SNODGRASS  
VICE PRESIDENT  
PROJECT MANAGER

SWORN TO AND SUBSCRIBED BEFORE ME THIS 28<sup>th</sup> DAY OF July 2003.  
STATE OF FLORIDA  
COUNTY OF BREVARD

  
NOTARY

