

**SEMINOLE COUNTY
CERTIFICATE OF FINAL COMPLETION**

Agreement Title: Seminole County Road 427, Phase V and VI

COUNTY Contract No. FC-1142-00/BJC

TO: CONTRACTOR Bergeron Land Development

Project Manager Carmine Restino

A joint inspection of the Work described in the Contract documents has been made by the COUNTY and the CONTRACTOR on July 31, 2003 (date) 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:

ENGINEER:

BY:

DATE:

Approved:

Contracts Analyst

DATE:

Purchasing Manager

DATE:

CERTIFICATE OF FINAL COMPLETION

AGREEMENT TITLE: Seminole County Road 427, Phase V and VI
COUNTY CONTRACT NO.: FC-1142-00/BJC
PROJECT: Seminole County Road 427, Phases V and VI

CONTRACTOR: Bergeron Land Development

AGREEMENT FOR: Seminole County Road 427, Phase V and VI **AGREEMENT DATE:** June 21, 2001

This Certificate of FINAL Completion applies to all Work under the Contract Documents

TO: URS Corporation / Charles J. Sukanek, P.E.
ENGINEER

TO: Bergeron Land Development
CONTRACTOR

TO: Chairman
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:

July 31, 2003

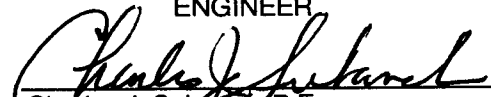
DATE OF FINAL COMPLETION

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 8/18, 2003

URS Corporation
ENGINEER

BY:


Charles J. Sukanek, P.E.

CONTRACTOR accepts this Certificate of Final Completion on: 8/18/03, 2003.


CONTRACTOR

BY:

COUNTY accepts this Certificate of Final Completion on: 8/18/03, 2003

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY:

Chairman

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

DATE:

**SEMINOLE COUNTY
CERTIFICATE OF FINAL INSPECTION**

Agreement Title: SEMINOLE COUNTY ROAD 427, PHASES V AND VI

COUNTY Contract No. FC-1142-00/BJC

TO: Contractor BERGERON LAND DEVELOPMENT

Project Manager CARMINE RESTINO

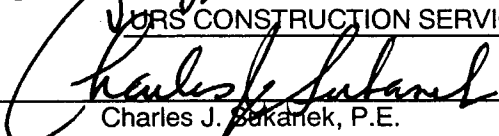
A joint inspection to the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on July 31, 2003 (date) in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR: BERGERON LAND DEVELOPMENT

BY:  DATE: 8/18/03

ENGINEER: URS CONSTRUCTION SERVICES

BY:  DATE: 8/18/03
Charles J. Bukarek, P.E.

Approved:

Contracts Analyst  DATE: 9/29/03

Purchasing Manager  DATE: 29 Sept 03

AGREEMENT TITLE: Seminole County Road 427, Phase V and VI
COUNTY CONTRACT NO.: FC-1142-00/BJC
AGREEMENT DATE: June 21, 2001
PROJECT: Seminole County Road 427, Phase V and VI

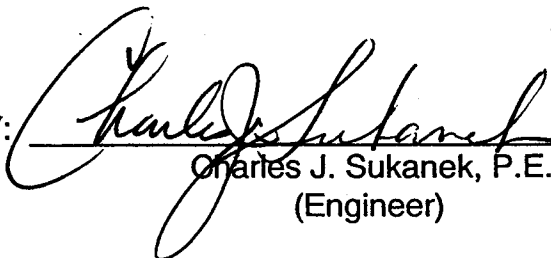
CERTIFICATE OF ENGINEER

I CERTIFY: That the Work under the above named Agreement has been satisfactorily completed under the terms of the CONTACT 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	<u>June 21, 2001</u>	
CONTRACTOR Notified to Proceed	<u>July 9, 2001</u>	
Days allowed by Agreement		<u>551</u>
Extensions Granted by C.O.		<u>201</u>
Total Days Allowable		<u>752</u>
Scheduled Completion Date	<u>July 31, 2003</u>	
Work Began	<u>July 13, 2001</u>	
Project Substantially Completed	<u>June 25, 2003</u>	
Days to Complete		<u>752</u>
Underrun		<u>-0-</u>
Overrun		<u>-0-</u>

DATE: August 18, 2003

BY:


Charles J. Sukanek, P.E.
(Engineer)

147(c)

CONSENT OF SURETY TO FINAL PAYMENT

WE, the Hartford Accident and Indemnity Company, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Project as described above in the sum of Eight Million Five Hundred One Thousand Three Hundred Thirty Nine and 82/100 DOLLARS (\$8,501,339.82) 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 Project.

IN WITNESS WHEREOF, the Hartford Accident and Indemnity Company has caused this instrument to be executed on its behalf ~~by its~~ _____ by ~~and~~ its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 19th day of August, A.D., 2003.

Hartford Accident and Indemnity Company

Surety Company

BY:

Robert M. Walsh
Attorney-in-Fact Robert M. Walsh

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

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 19th day of August, 2003, by Robert M. Walsh, Attorney-In-Fact of Hartford Accident and Indemnity Company (corporation), a Connecticut corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NATALIE C. DEMERS
Notary Public, State of Florida
My comm. exp. July 30, 2007
Comm. No. DD 236880

Natalie C. Demers
Print Name Natalie C. Demers
Notary Public in and for the County
and State Aforementioned

My commission expires: July 30, 2007

POWER OF ATTORNEY

<input checked="" type="checkbox"/> Hartford Fire Insurance Company	<input type="checkbox"/> Twin City Fire Insurance Company
<input checked="" type="checkbox"/> Hartford Casualty Insurance Company	<input type="checkbox"/> Hartford Insurance Company of Illinois
<input checked="" type="checkbox"/> Hartford Accident and Indemnity Company	<input type="checkbox"/> Hartford Insurance Company of the Midwest
<input type="checkbox"/> Hartford Underwriters Insurance Company	<input type="checkbox"/> Hartford Insurance Company of the Southeast

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Robert M. Welsh, Laura D. Mosholder, James R. Hall, Marian L. Elavsky, Deborah Ann Tritt
of
Lake Mary, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

John P. Hyland

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Jean H. Wozniak

Jean H. Wozniak
Notary Public

My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 19, 2003

Signed and sealed at the City of Hartford.



Colleen Mastroianni

Colleen Mastroianni, Assistant Vice President

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Bergeron Land Development, Inc., hereinafter referred to a "Principal" and Hartford Accident and Indemnity 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 \$8,501,339.82 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 FC-1142-00/BJC; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated April 26th, 2001, 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 and to maintain 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 and maintain said 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.

POWER OF ATTORNEY

THE HARTFORD **14**
HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115

<input checked="" type="checkbox"/> Hartford Fire Insurance Company	<input type="checkbox"/> Twin City Fire Insurance Company
<input checked="" type="checkbox"/> Hartford Casualty Insurance Company	<input type="checkbox"/> Hartford Insurance Company of Illinois
<input checked="" type="checkbox"/> Hartford Accident and Indemnity Company	<input type="checkbox"/> Hartford Insurance Company of the Midwest
<input type="checkbox"/> Hartford Underwriters Insurance Company	<input type="checkbox"/> Hartford Insurance Company of the Southeast

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Robert M. Welsh, Laura D. Mosholder, James R. Hall, Marian L. Elavsky, Deborah Ann Tritt
of
Lake Mary, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

John P. Hyland

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Jean H. Wozniak

Jean H. Wozniak
Notary Public

My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 19, 2003

Signed and sealed at the City of Hartford.



Colleen Mastroianni

Colleen Mastroianni, Assistant Vice President

CONTRACTOR'S RELEASE

AGREEMENT TITLE: CR 427 PH V & PH VI COUNTY CONTRACT NO.: FC-1142-00/BJC

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 Elbert Estep, who, being duly sworn and personally known to me, deposes and says that he is Gen. Manager of Bergeron Land Development, Inc. and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on CR 427 PH V & PH VI, located in Seminole County, Florida, dated the 25 day of AUG., 2003, 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 his 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 said Agreement. Deponent further says that the final estimate in the amount of \$ 1,096,903.18 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 \$ 1,096,903.18 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.

Elbert Estep
Affiant

STATE OF Florida)
COUNTY OF Osceola) ss

The foregoing instrument was acknowledged before me this 25 day of Aug. 2003, by Elbert Estep, of Bergeron Land Development, Inc. (corporation), a _____ corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



MARY HOWELL
Notary Public, State of Florida
My comm. expires July 31, 2006
Comm. No. DD 138086

Mary Howell
Print Name Mary Howell
Notary Public in and for the County
and State Aforementioned
My commission expires: 7/31/06

FC-1142-00/BSC

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 Seminole

Elbert Estep, being duly sworn according to law, deposes and says that he is the General Manager (Title of Office) of Bergeron Land Development, Inc. CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the CR 427 PHE. PHE 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 used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers 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, suit, 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.

Elbert Estep
(Signature of Affiant)

General Manager
(Title)

STATE OF Florida)
COUNTY OF Osceola) ss

The foregoing instrument was acknowledged before me this 25 day of Aug. 2003, by Elbert Estep, who is personally known to me or who has produced _____ as identification.



MARY HOWELL
Notary Public, State of Florida
My comm. expires July 31, 2006
Comm. No. DD 138086

Mary Howell
Print Name Mary Howell
Notary Public in and for the County
and State Aforementioned

My commission expires: 7/31/06

BERGERON

LAND DEVELOPMENT

14

2710 Michigan Avenue
Kissimmee, FL 34744
Office (407) 932-1610
Fax (407) 932-0465

Human Resources: (407) 518-4954
Maintenance: (407) 518-0133

August 26, 2003

URS Corporation
1520 Tropic Park Drive
Sanford, FL 32773

Re: Seminole County FC-1142-00/BCJ
CR-427 Phase V & VI
(SR 600/US 17-92 to 417 Expressway)

Attn: Charles J. Sukanek P.E.

Subject: **Final Waivers**

Dear Sir:

A few notes on the final waiver of liens.

1. Bilmar Express, Montgomery Hauling and Montgomery Trucking are faxed copies of the final release of liens. When the originals come to BLD's office, I will transmit them to you. Bilmar Express and Montgomery hauling have sold to Weaver Aggregate Transport and are no longer operating. (see releases numbered 2, 16 & 17)
2. CDS notice (see number 3) is a mistake. CDS refiled as ordered by BLD (see number 3A)
3. CSE paving (see number 4) never worked on Ph V & Ph VI, they worked on Ph III & Ph IV and a final release was obtained from them when BLD closed out that project.

If you have any questions on this matter, please contact me.

Sincerely,
Bergeron Land Development, Inc.


Carmine Restino
Project Manager

BLD/124/Ltr159

RECEIVED
AUG 27 2003
URS - SANFORD
CR 427 OFFICE

14 P

This Instrument Prepared By:
Name Bedrock Resources
Address 1510 SW 17th St. #302
Ocala, Florida 34474

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT*

The undersigned lienor, in consideration of 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 Bergeron Land Dev. on the job of Seminole County BOCC to the following described property:

SR 427-Phase V&VI (SR 600/US
17-92 Expressway) Proj SC-1142-01 BJC
Seminole County

Dated on August 19, 2003.

Company: **BEDROCK RESOURCES**
1510 SW 17th St., Ste 302
Ocala, Florida 34474
352-369-8600

by Leland R. Madsen

printed: LELAND R. MADSEN
title: ADMINISTRATOR

State of Florida,
County of Marion.

BEFORE ME, the undersigned, personally appeared Leland Madsen As Administrator of Bedrock Res., who is personally known to me or presented as identification, and who is known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument in the capacity and for the purposes therein expressed.

Notary Public

Amanda H. Dennard



Amanda H. Dennard
MY COMMISSION # DD075715 EXPIRES
December 6, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

*This is a statutory form prescribed by Section 713.20, Florida Statutes (1998). A person may not require a lienor to furnish a waiver or release of lien that is different from the forms in 713.20 subsection (5) Chapter 713, Part 1 Florida Statutes (1998)

RECEIVED AUG 22 2003

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of

Ten _____ and 0.00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

County Road 427 - Phase V and VI (SR 600/US 17-92 Expressway)

Project #FC-1142-01VBJC

Seminole County Florida

Dated on _____ 2003

Lienor's Name: Montgomery Hauling

Address P.O. Box 2347

Bushnell, FL

Phone 352-688-8333

By

Printed Name Suzanne Mintel

Title Agent

State Of Florida

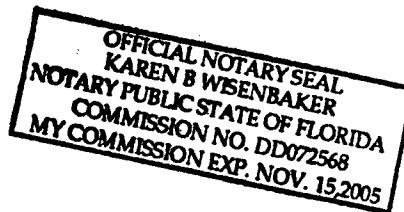
County Of Sumter

Sworn to and Subscribed before me this 25th day of August 2003

Karen B Wsenbaker
Notary Public

Personally Know to me ☒ or Produced Identification

Identification



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 OWNER

14

(3)

MISTAKE

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.

Date: 3/5/02

Project: CR 427, P. V & VI (Box Culvert)

To: (General Contractor)

To: (Owner)

Bergeron Land Dev Inc
2710 Michigan Ave

Seminole County BCC
1101 East First St

Altamonte, FL 34744
7099 3400 0005 3700 2601

Ganford, FL 32771
7099 3400 0005 3700 9801

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

CR 427, P. V & VI

Under an order given by

C.D.S Site Work
12601 State Road 545
Winter Garden, FL 34787

for the improvement of the road primarily identified by

CR 427, Phase V & VI, Job # FC-1142-01 BJO in Seminole County. Also sent copy of letter to Manheim & Indemnity Co 2600 W. Lake Mary Blvd, Ste. 107 Lake Mary, Florida 32746 and J. 7099 3400 0005 3700 2601

By your use and possession of this notice and restricts your right to make payment from your account in accordance with section 714.04, Florida Statute.

IMPORTANT INFORMATION FOR YOUR PROTECTION

If you contract with a subcontractor to work on your property or provide labor or services on your property, you are responsible for payment to that subcontractor. This does not include any subcontractor.

If your contractor(s) fails to pay subcontractors or material suppliers or neglects to make all other payments required, the people who are owed money may look to your property for payment. This is known as a Construction Lien Law. YOUR CONTRACTOR IS NOT RESPONSIBLE FOR THIS.

If a subcontractor or material supplier is not paid, they may file a lien against your property and you may be responsible for the debt to them. This is known as a Lien Law.

For more information about the Construction Lien Law, Chapter 714 - Part I, Florida Statutes, and for a copy of this notice by contacting an attorney of the Florida Department of Agriculture and Consumer Services, Division of Consumer Services.

Armen L. Cantero Pres.

Armen L. Cantero
Armen L. Cantero

Armen L. Cantero
Armen L. Cantero
Armen L. Cantero
Armen L. Cantero



SITWORK & TRUCKING, INC.

14

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the sum of \$5033.86 and other valuable considerations, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **Bergeron Land Development**, on the job of **Seminole Co. Board of County Commissioners**, to the following property:

CR 427 – Phase V. & VI, Project #FC-1142-01 BJC in Seminole County

Dated on **November 22, 2002**.

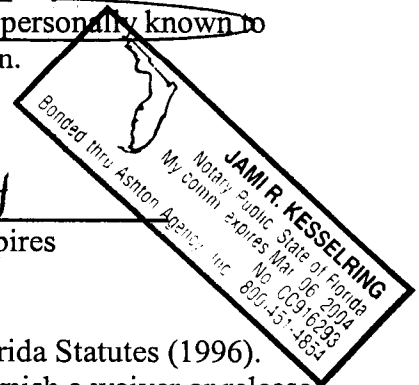
Lienors Name: **CDS Sitework & Trucking, Inc.**
Address: **12601 CR 545, Winter Garden, Florida 34787**
By: *Carmen R. Cantero*
Printed Name: **Carmen R. Cantero**

STATE OF FLORIDA
COUNTY OF *Orange*

The foregoing instrument was acknowledged before me this 22nd day of Nov, 2002 by Carmen R. Cantero, who is personally known to me or has produced _____ as identification.

Jami R. Kesselring
Notary Signature

3-6-04
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.



LUMBERMEN'S

14 (4)
CORPORATE HEADQUARTERS
701 East Commercial Blvd
Fort Lauderdale FL 33334-3261
(954) 771-2100 Fax (954) 771-1777

NOTICE TO OWNER / NOTICE TO CONTRACTOR

WARNING TO OWNER: UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A L
AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A
WRITTEN RELEASE FROM THE UNDERSIGNED EVERY TIME YOU PAY YOUR CONTRACTOR.

LCA Request #: 310072-006

Certified Mail Number(s) 7108734718300073230-073232

To Owner: Certified Mail # 073230
SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS
1101 E FIRST ST
SANFORD FL 32771

Date: 01/04/02

The undersigned hereby informs you that he has furnished or is furnishing services or materials as follows:
MISC CONSTRUCTION SERVICES AND MATERIALS for the improvement of the real property identified as:
NTO:102-10072 in SEMINOLE County, FL Recd:01/02/02
Subdiv:PROJECT NO. FC-1142-01/BJC - BLD JOB NO. 124
COUNTY RD 427 PHASE V & VI (STATE RD 600 TO US HWY 17-92 EXPRESSWAY)

under an order given by: BERGERON LAND DEVELOPMENT CO

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. 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. THIS NOTICE IS NOT A LIEN, CLOUD NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD.

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, 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 Professional Regulation.

All demands pursuant to Chapter 713 Florida Statutes are to be directed to: CSE PAVING OF FLORIDA, INC.

By: van Saliba Agent For:

CSE PAVING OF FLORIDA, INC.
(800) 559-6993
1395 NW 17 AVE, STE 114
DELRAY BEACH FL 33445-2251
ATTN: NTO DEPT.

General Contractor:073231
BERGERON LAND DEVELOPMENT INC
2710 MICHIGAN AVE
KISSIMMEE FL 34744

SURETY :073232
HARTFORD ACCIDENT & INDEMNITY CO
(BOND NO. 21BCSAL0556)
2500 W LAKE MARY BLVD SUITE 107
LAKE MARY FL 32746

Not
#124
WAS FILED
IT IS 998
CR 427
PH III: PHIV
COM

WAIVER AND RELEASE OF LIEN OR BOND
UPON FINAL PAMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____
Ten _____ and 00/100 Dollars (\$10.00), hereby waives and releases its
lien of bond claim and right to claim a lien or claim against the bond including all claims,
change orders or demands whatsoever for labor, services, or materials furnished to
Bergeron Land Development of Central Florida, Inc. _____ (General
Contractor) and _____ Seminole County BOCC _____ (Owner) on the job of
County Road 427 _____ to the following described property:

Phase V and VI (SR600 / US 17-92 Expressway)
Project #FC-1142-01 \ BJC
Seminole County, Florida

Dated this 19th day of August, 2003.

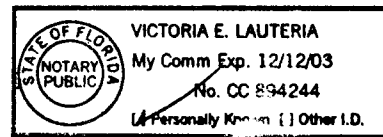
Lienor's Name: Equitas Sewer Services, LLC
Address: PO Box 618066
Orlando, FL 32861

By: Jody Anderson
Printed Name: Jody Anderson
Title: Vice President

State of Florida
County of Orange

Sworn to and subscribed before me this 19th day of August, 2003

Victoria E. Lauteria
Notary Public
Seal:



Personally Known to me ☒ or Produced Identification _____

Identification _____

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.

RECEIVED AUG 22 2003

140

WAIVER AND RELEASE OF LIEN OR BOND**UPON FINAL PAYMENT****KNOW ALL MEN BY THESE PRESENTS:**That the undersigned, for and in consideration of the payment of the sum of Tenand 0.00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to _____

BERGERON LAND DEVELOPMENT INC.on the job of SEMINOLE COUNTY BCC to the following described property:County Road 427 - Phase V and VI (SR 600/US 17-92 Expressway)Project #FC-1142-01\BJCSeminole County FloridaDated on 7/18 2003Lienor's Name: Ferguson EnterprisesAddress Tampa FL

Phone _____

By _____

Printed Name John J. CusackTitle VPState Of FloridaCounty Of HillsboroughSworn to and Subscribed before me this 18th day of July 2003L. Lynett Griffin
Notary PublicL. LYNETT GRIFFIN
Notary Public, State of Florida
My comm. exp. Sept. 27, 2004
Comm. No. CC 965739Personally Know to me XX or Produced Identification _____

Identification _____

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.

RECEIVED JUL 24 2003

WAIVER AND RELEASE OF LIEN OR BOND

147

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of Four thousand
one hundred fifty and 0.27 /100 Dollars \$4,175.27

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all
claims, change orders or demands whatsoever for labor, services, or materials furnished to

BERGERON LAND DEVELOPMENT OF CENTRAL FLORIDA INC.
on the job of SEMINOLE COUNTY BCC to the following described property:
County Road 427 - Phase V and VI (SR 600/US 17-92 Expressway)
Project #FC-1142-01\BJC
Seminole County Florida

Dated on March 4 2003

Lienor's Name: Four Jays Landclearing
Address P.O. Box 390395
Deltona, FL 32739
Phone 407-330-4088
By [Signature]
Printed Name Kenneth J. [Signature]
Title VP

State Of Florida
County Of Volusia

Sworn to and Subscribed before me this 4th day of March 2003

[Signature] cc837216
Notary Public 5/14/03 Exp

Personally Know to me X or ~~Produced~~ Identification _____
Identification _____

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.

**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 materials furnished to Bergeron Land Development of Central Florida, Inc. (customer) on the job of Seminole County BCC (owner) to the following described property:

County Road 427, Phase V & VI (SR 600/US 17-92 Expressway)
Project #FC-1142-01/BJC
Seminole County, Florida

Dated on August 19, 2003

Lienor's Name: Gopher Utilities, Inc. d/b/a
Sock It Dewatering

Address: P.O. Box 0189
Sorrento, FL 32776-0189

By: [Signature]
Name/Title: Larry M. Everly, Sr., President

**STATE OF FLORIDA
COUNTY OF LAKE**

THE FOREGOING INSTRUMENT was acknowledged before me this 19 day of August, 2003 by Larry M. Everly, Sr., who is personally known to me.

Notary Signature [Signature]



Linda H. Purkis
Commission # DD 000709
Expires Feb. 11, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

14 10

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

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of
Two Hundred Six and 0.70 /100 Dollars \$206.70

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all
claims, change orders or demands whatsoever for labor, services, or materials furnished to

BERGERON LAND DEVELOPMENT INC.
on the job of SEMINOLE COUNTY BCC to the following described property:

County Road 427 - Phase V and VI (SR 600/US 17-92 Expressway)
Project #FC-1142-01BJC
Seminole County Florida

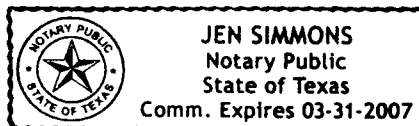
Dated on August 22 2003

Lienor's Name: Hanson Pipe & Products, Inc.
Address: Dept 0776, P.O. Box 120001
Dallas, TX
Phone: _____
By [Signature]
Printed Name: Gregory P. Immel
Title: Credit Manager

State Of Texas
Florida
County Of Dallas

Sworn to and Subscribed before me this 22ND day of August 2003

[Signature]
Notary Public



Personally Know to me _____ or Produced Identification _____
Identification Self

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.

FINAL RELEASE OF LIEN

14

11

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of **TEN DOLLARS** and **00/100 Dollars (\$10.00)** paid by the **BERGERON LAND DEVELOPMENT INC** receipt of which is hereby acknowledged hereby releases and quit claims to the said: **COUNTY ROAD 427** its successors and assigns, and **SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS**, the owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as:

**COUNTY ROAD 427, LONGWOOD
CR 427 PHASE 4 & 5, LONGWOOD, FLORIDA
BOND CO: HARTFORD ACCIDENT & INDEMNITY
BOND#: 21BC5AA7899
BETWEEN GEN HUTCHINSON PKWY & LK MARY BLVD...
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA**

On account of labor performed and or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the direction of said improvements have been fully paid for.

IN WITNESS WHEREOF, I have hereunto set my hand seal this **21 August 2003**.

WITNESS:

Helene Cassiano
Michele Singer

**HOLLAND PUMP COMPANY
A Florida Corporation**

By: Joseph R. Proulx

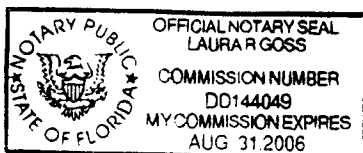
Title: Joseph R. Proulx, Vice President
(SEAL)

**STATE OF FLORIDA
County of PALM BEACH**

The foregoing instrument was acknowledged before me this **21 August 2003** by Joseph R. Proulx, Vice President of **HOLLAND PUMP COMPANY** a Florida Corporation and who is personally known to me.

My Commission Expires:

Laura R. Goss
NOTARY PUBLIC STATE OF FLORIDA
Laura R. Goss



14 12



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

58628-29

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 invoiced to BERGERON LAND DEVELOPMENT on the job of SEMINOLE COUNTY BOCC (owner), to the following described property:

LONGWOOD, FLORIDA, "COUNTY ROAD 427 PHASE V & VI", PROJECT NUMBER FC-1142-01/BJC, BOND NUMBER 21BCSAL0556, SEMINOLE COUNTY, FLORIDA.

DATED on AUGUST 19, 2003

HUGHES SUPPLY INC
20 N ORANGE AVE STE 200
ORLANDO FL 32801

By: Sharon R. Nandlal
SHARON R. NANDLAL
Lien Release Supervisor

Sworn to and subscribed before me this AUGUST 19, 2003

Kathryn A. Staines

Signature of Notary Public
Commissioned State of Florida



Kathryn A. Staines
MY COMMISSION # DD062376 EXPIRES
November 3, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Print, Type or Stamp
Name of Notary Public

Personally Known XX OR, Produced Identification N/A

Type of Identification Produced N/A

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.

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

The undersigned, lienor in consideration of final payment in the amount of \$ 10.00 hereby waives and releases its lien and right to claim lien for labor, services or materials furnished to BERGERON LAND DEVELOPMENT on the job of SEMINOLE COUNTY BOCC on the following described property:

LONGWOOD, FLORIDA, "COUNTY ROAD 427 PHASE V & VI" PROJECT NUMBER FC-1142-01/BJC, BOND NUMBER 21BCSAL0556, SEMINOLE COUNTY, FLORIDA.

Dated on: 8/21/03

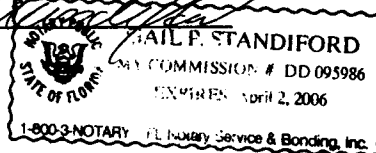
Lienor: **L.B.SMITH, INC.**
410 TAFT VINELAND RD
ORLANDO, FL 32824

By: [Signature]
Printed name: Howard L. McAdams
B. McAdams

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned, personally appeared Howard L. McAdams
As Branch Manager of L.B. Smith, Inc., who is personally known to me to be the person described herein.

SIGNATURE OF NOTARY [Signature]
PRINTED NAME
COMMISSION NUMBER
COMMISSION EXPIRATION



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. This release is conditioned upon clearance of the check tendered in payment of the amount stated herein.



Statewide To Serve You Better

**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 it's lien and right to claim a lien
and right to claim lien for labor, services or materials furnished to BERGERON LAND DEVELOPMENT
on the job of SEMINOLE COUNTY BOCC to the following described
property: LONGWOOD, FLORIDA, "COUNTY ROAD 427 PHASE V & VI", PROJECT NUMBER FC-1142-
01/BJC, BOND NUMBER 21BCSAL0556, SEMINOLE COUNTY, FLORIDA.

DATED on AUGUST 20, 2003

Linder Industrial Machinery Company
P.O. Box 4589
Plant City, Florida 33564-4589

By: SE Stewart
Printed Name: Sharon Stewart

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

Personally appeared before me, this 20TH day of AUGUST, 2003,
Sharon Stewart who is being duly sworn on oath says that she is Credit Mgr of
Linder Industrial Machinery Company and that he/she hereby acknowledges the execution of the foregoing
instrument for and on special instance and request.

Carol S. Brooks
Notary Public

Carol S. Brooks
MY COMMISSION # CC998618 EXPIRES
MAY 6 2005
BONDED THRU 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.**

FINAL RELEASE OF LIEN

Know all men by these present, that the undersigned, in consideration of the sum **\$10.00**, paid by **Vila & Son Landscaping, Inc.** receipt of which is hereby acknowledged, hereby releases **Bergeron Land Development, Inc. and Seminole County Board of County Commissioners** from the amount due under its lien and relinquish any and all right to claim a lien for materials furnished to the following described property:

County Road 427 – Phase V & VI
Seminole County

At the time of execution of this final release of lien, Marian Farms, Inc. has received the payment reflected in this instrument. This final release of lien is unconditioned if the payment is being made in the form of guaranteed funds. If payment is made by personal or company check, this release is conditioned upon the clearance of the funds represented by the check.

Witness: Jackie Dees

Printed: Jackie Dees

By: Jennifer Montes

MARIAN FARMS, INC.
 Jennifer Montes, Credit
 Manager

State of **Florida**
 County of **Lake**

The Foregoing instrument was acknowledged before me this 22 August, 2003, Jennifer Montes, is personally known to me and did not take an oath.

Sharon Ilgenfritz
 Notary Public
 My Commission Expires:



Sharon Ilgenfritz
 My Commission DD224861
 Expires October 17 2007

14 (16)

WAIVER AND RELEASE OF LIEN OR BOND UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 0.00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to _____

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

County Road 427 - Phase V and VI (SR 600US 17-82 Expressway)

Project #FC-1142-01BJC

Seminole County Florida

Dated on _____ 2003

Lienor's Name: Montgomery Hauling
Address: P.O. Box 2347
Bushnell, FL
Phone: 352-898-8333

By Suzanne Mintel
Printed Name Suzanne Mintel
Title Agent

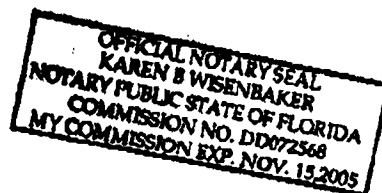
State Of Florida
County Of Sumter

Sworn to and Subscribed before me this 25th day of August 2003

Karen B. Wisenbaker
Notary Public

Personally Know to me ☒ or Produced Identification _____

Identification _____



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

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

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of

Ten _____ and 0.00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to

BERGERON LAND DEVELOPMENT INC.
on the job of SEMINOLE COUNTY BCC to the following described property:

County Road 427 - Phase V and VI (SR 800/US 17-92 Expressway)

Project #FC-1142-01VBJC

Seminole County Florida

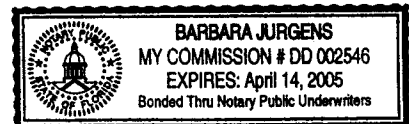
Dated on 8/25 2003

Lienor's Name: Montgomery Truck Lines
Address: P.O. Box 1088
Coleman, FL 33521
Phone: _____
By Sue Cordle
Printed Name: Sue Cordle
Title: Office mgr

State Of Florida
County Of Sumter

Sworn to and Subscribed before me this 25 day of August 2003

Barbara Jurgens
Notary Public



Personally Know to me ☒ or Produced Identification ☐

Identification _____

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.

14
18:19

**WAIVER AND RELEASE OF LIEN
FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$10.00, hereby waives and release its lien and right to claim a lien

for labor, services or materials to Bergeron Land Development on the job of Seminole County BOCC, to the following described property:

County Road 427 Phase V & VI Project Number FC-1142-01/BJC. Bond Number 21BCSAL0556, Seminole County Florida

By Florida Statute, this waiver is conditioned upon the check presented being properly endorsed and the lienor receiving final credit to its account by its financial institution or bank.

DATED on August 21, 2003.

Lienor's Name Nortrax Equipment
Address 10150 Highland Manor Dr
Tampa, FL 33610
By Deborah L. Graham
Printed Name Deborah L. Graham

NOTE: This is a statutory form prescribed by Section 713.20 and 255.05, Florida Statutes. Effective October 1, 1996 and October 1, 1997, respectively, a person may not require a Lienor to furnish a waiver or release of lien that is different from the statutory form.

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

14

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of Five Thousand Three
Hundred Eighty One and 44 /100 Dollars \$5,381.44

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all
claims, change orders or demands whatsoever for labor, services, or materials furnished to _____

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

County Road 427 - Phase V and VI (SR 600/US 17-92 Expressway)

Project #FC-1142-01\BJC

Seminole County Florida

Dated on Aug. 22, 2003

Lienor's Name: Rinker Materials
Address 11100 N.W. 138th Street
Miami, FL
Phone _____
By [Signature]
Printed Name Roger Kramer
Title Rinker Sales.

State Of Florida
County Of Osceola

Sworn to and Subscribed before me this 22 day of Aug. 2003

[Signature]
Notary Public



MARY HOWELL
Notary Public, State of Florida
My comm. expires July 31, 2006
Comm. No. DD 138086

Personally Know to me ✓ or Produced Identification _____

Identification _____

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.

14 22

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of
\$ 0 hereby waives and releases its lien right to claim a lien for labor/ services
or materials furnished to APAC on the job of
CR-427 to the following described property:

Dated on: 8/21, 2003

Siboney Contracting, Co.
1000 Southern Blvd., #300
West Palm Beach, Fl. 33405

By: [Signature]

Printed Name: Dante C. Sevi

Vice President

State of Florida
County of Palm Beach

Acknowledge before me this 22 day of Aug, 2003 by
Dante Sevi as V-pres of and on behalf of
Siboney Contracting Co. and/or Siboney Trucking Co., and who is personally known to
me _____ or provided ID: _____

[Signature]
Notary Public

Notary Seal/Commission Expires



Donna M Valentine
My Commission DD111284
Expires April 22, 2006



14 (m)

P.O. Box 621358
Oviedo, FL 32762-1358
FINAL RELEASE OF LIEN

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF FINAL PAYMENT
IN THE AMOUNT OF \$ \$10.00 HEREBY WAIVES AND RELEASES
IT'S LIEN AND RIGHT TO CLAIM A LIEN FOR LABOR, SERVICES OR MATERIALS
FURNISHED TO (CUSTOMER) APAC-FL., SOUTHEAST, CENTRAL FL.
DIVISION ON THE JOB OF (PROPERTY OWNER) SEE BELOW, TO THE
FOLLOWING DESCRIBED PROPERTY

OWNER: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
JOB: COUNTY ROAD 427, PROJECT #FC-1142-01/BJC
SEMINOLE COUNTY (SUNRAY JOB #3897)

SWORN AND SUBSCRIBED TO BEFORE ME THIS 21st DAY OF
August 2003, BY Sherman E. Kirkland

XX PERSONALLY KNOWN TO ME.

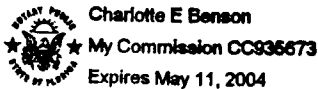
 PRODUCED IDENTIFICATION
TYPE OF IDENTIFICATION

STATE OF FLORIDA
COUNTY OF SEMINOLE

LIENOR'S NAME:
SUNRAY PAVING & CONST. CO.
P.O. BOX 621358
OVIEDO, FL 32765

Charlotte E Benson
SIGNATURE OF NOTARY
COMMISSION EXPIRES:

BY: Sherman E. Kirkland



PRINTED
NAME : SHERMAN E. KIRKLAND
TITLE: VICE-PRESIDENT

**NOTE: THIS IS A STATUTORY FOR 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.**

SUNRAY-F-CR 427

ORIGINAL

1148

WAIVER AND RELEASE OF LEIN

FINAL

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT \$10 ——— HEREBY WAIVES AND RELEASES ITS LIEN AND RIGHT TO CLAIM A LEIN FOR LABOR, SERVICES OR MATERIAL FURNISHED ON THE JOB OF Four day land clearing FOR THE FOLLOWING DESCRIBED PROPERTY.

COUNTY RD 427 PHASE V & VI, STATE ROAD 600/US 17-92 EXPRESSWAY, PROJECT FC-1142-01/BJC, SEMINOLE COUNTY FLORIDA CR 427, BID JOB #124, CR 427 PASE V & VI, SR 600/US 17-92 EXPRESSWAY, PROJECT #FC-1142-01/BJC *BOND #218CSALO556

DATED ON August 24 2003

STATE : FLORIDA
COUNTY: ORANGE

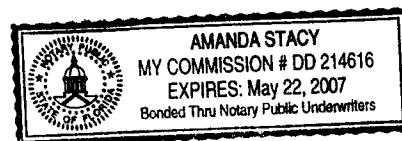
TAYLOR PETROLEUM CO. INC.

BY Teresa Wirth
TERESA WIRTH
OFFICE MANAGER

SWORN TO AND SUBSCRIBED TO BEFORE ME
THIS 24 DAY OF August 2003

NOTARY PUBLIC [Signature]

MY COMMISSION EXPIRES :



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

KNOW ALL MEN BY THESE PRESENTS:

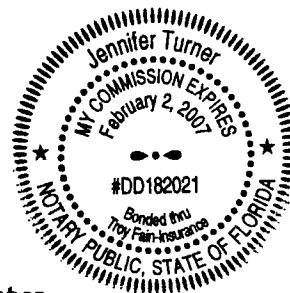
That the undersigned, for and in consideration of the payment of the sum of Tenand 0.00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to _____

BERGERON LAND DEVELOPMENT INC.on the job of SEMINOLE COUNTY BCC to the following described property:County Road 427 - Phase V and VI (SR 600/US 17-92 Expressway)Project #FC-1142-01\BJCSeminole County FloridaDated on 8-21 2003Lienor's Name: Weaver Aggregate Transport, Inc.Address Sumterville, FLPhone 352-568-8333By Murray M. BrownPrinted Name MURRAY M. BROWNTitle GENERAL MANAGERState Of FloridaCounty Of SumterSworn to and Subscribed before me this 21ST day of August 2003
Notary PublicPersonally Know to me ☒ or Produced Identification _____

Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1998). 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.



**Conditional
Waiver and Release of Lien
Upon Final Payment
(Payment by check)**

The undersigned lienor, in consideration of the final payment in the amount of One Hundred Thirty-Nine
Thousand Eight Hundred Thirty Six and 11 /100 Dollars \$139,836.11

and conditioned upon payment of check number _____ issued to the undersigned by
Bergeron Land Development, Inc.

in said amount, waives and releases its lien and right to claim a lien for labor, services, or materials
furnished to **Bergeron Land Development, Inc.**

on the job of **Seminole County BCC** to the following described property:

COUNTY ROAD 427 PHASE V & VI (FROM 1792 TO EXPRESSWAY)

AGREEMENT #FC-1142-00/BJC

SEMINOLE COUNTY


Dated on Aug. 22 2003

Lienor's Name: APAC
Address 3504 Lake Lynda Dr, Suite 170
Orlando, FL
Phone 407-208-1445
By [Signature]
Printed Name Mark C. Marine
Title Vice President

State Of Florida
County Of Seminole

Sworn to and Subscribed before me this 22nd day of August 2003

[Signature]
Notary Public

 Orpha Livingston
My Commission CC962940
Expires September 20, 2004

Personally Know to me X or Produced Identification _____

Identification _____

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.

114

**Conditional
Waiver and Release of Lien
Upon Final Payment
(Payment by check)**

The undersigned lienor, in consideration of the final payment in the amount of Sixty Two Thousand Eight
Hundred Eighty Nine and 73 /100 Dollars \$62,889.73

and conditioned upon payment of check number _____ issued to the undersigned by
Bergeron Land Development, Inc.

in said amount, waives and releases its lien and right to claim a lien for labor, services, or materials
furnished to **Bergeron Land Development, Inc.**

on the job of **Seminole County BCC** to the following described property:

COUNTY ROAD 427 PHASE V & VI (FROM 1792 TO EXPRESSWAY)

AGREEMENT #FC-1142-00/BJC

SEMINOLE COUNTY

Dated on August 21 2003

Lienor's Name: Fausnight Stripe & Line
Address 910 Charles Street
Longwood, FL
Phone 407-327-5463

By *Phillip J. Fausnight*
Printed Name Phillip J. Fausnight
Title President

State Of Florida
County Of Seminole

Sworn to and Subscribed before me this 21 day of August 2003

Barbara A Bonacci
Notary Public



Barbara A Bonacci
My Commission DD084585
Expires January 15, 2006

Personally Know to me ✓ or Produced Identification _____

Identification _____

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.

**Conditional
Waiver and Release of Lien
Upon Final Payment
(Payment by check)**

14

The undersigned lienor, in consideration of the final payment in the amount of Thirty Five Thousand
Eight Hundred Sixty Six and 74 /100 Dollars \$35,866.74

and conditioned upon payment of check number _____ issued to the undersigned by
Bergeron Land Development, Inc.

in said amount, waives and releases its lien and right to claim a lien for labor, services, or materials
furnished to **Bergeron Land Development, Inc.**

on the job of **Seminole County BCC** to the following described property:

COUNTY ROAD 427 PHASE V & VI (FROM 1792 TO EXPRESSWAY)

AGREEMENT #FC-1142-00/BJC

SEMINOLE COUNTY

Dated on August 22nd 2003

Lienor's Name: Swarts Landscaping

Address 450 Deen Still Rd

Davenport, FL

Phone 863-424-6222

By _____

Printed Name Jose David Perez

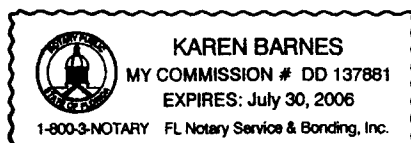
Title Assistant Controller

State Of Florida

County Of Polk

Sworn to and Subscribed before me this 22nd day of August 2003

Karen Barnes
Notary Public



Personally Know to me ✓ or Produced Identification _____

Identification _____

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.

147

**Conditional
Waiver and Release of Lien
Upon Final Payment
(Payment by check)**

The undersigned lienor, in consideration of the final payment in the amount of Ninety Five Thousand
Eight Hundred Ninety Three and 40 /100 Dollars \$95,893.40

and conditioned upon payment of check number _____ issued to the undersigned by
Bergeron Land Development, Inc.

in said amount, waives and releases its lien and right to claim a lien for labor, services, or materials
furnished to **Bergeron Land Development, Inc.**

on the job of **Seminole County BCC** to the following described property:

COUNTY ROAD 427 PHASE V & VI (FROM 1792 TO EXPRESSWAY)

AGREEMENT #FC-1142-00/BJC

SEMINOLE COUNTY

Dated on 8/25 2003

Lienor's Name: Vila & Sons Landscaping

Address 1900 Williams Rd

Winter Garden, FL

Phone 407-854-9415

By _____

Printed Name CRIST S. FLYER

Title General Manager

State Of Florida

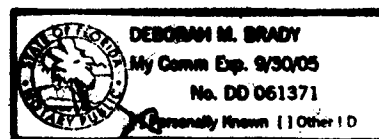
County Of Orange

Sworn to and Subscribed before me this 25 day of August 2003

Deborah M. Brady
Notary Public

Personally Know to me X or Produced Identification _____

Identification _____



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.

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


TCD 02056

The Undersigned lienor, in consideration of the final payment in the amount of \$34,397.04 hereby waives and releases its lien and right to claim a lien for labor, materials or services furnished to **Bergeron Land Development, Inc.** for **Seminole County Project FC-1142-01/BJC** at the following described property: **County Road 427 – Phase V and VI (SR 600/US 17-92 Expressway).**

The validity and enforceability of this waiver and release of lien is expressly conditioned upon Lienor's receipt of payment in the amount set forth above.

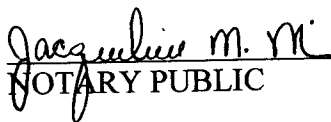
Dated on August 26, 2003

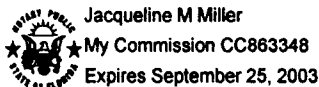
LIENOR'S NAME: **TRAFFIC CONTROL DEVICES INC.**
ADDRESS: **P.O. Box 150418
Altamonte Springs, FL 32715**

BY: 
PRINTER NAME: **James C. Breeding**
TITLE: **Vice President**

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to and subscribed before me this 26 day of August 2003. He is personally known to me and did not take an oath.


NOTARY PUBLIC



OKW
H

**WAIVER AND RELEASE OF LIEN
FINAL PAYMENT**

3013410

10992964
11158701
11161851
11247674
11161863

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 **TRAFFIC CONTROL DEVICES INC** to the following described property:

**427 & 417
SANFORD, FLORIDA
SEMINOLE COUNTY**

This release is contingent upon receipt of the funds stated herein, and clearance of the funds by the drawee bank and shall not be effective until such contingency occurs.

Dated on **AUGUST 26**, 2003

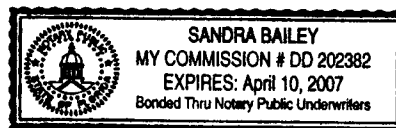
Lienor's Name: RINKER MATERIALS of FLORIDA, INC.
Address: 3626 Quadrangle Blvd, Suite 200
Orlando, FL 32817

By *Danielle Morley*
DANIELLE MORLEY

Sworn to and subscribed before me this **26th** day of **AUGUST**, 2003

[Signature]
Notary Public

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.

DRM

~~SITWORK & TRUCKING, INC.~~

December 2, 2002

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the sum of \$10.00 and other valuable considerations, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to CDS Sitework & Trucking, Inc., on the job of Seminole County BBC, to the following property:

CR 427 - Phase V&VI Project #FC-1142-01 BJC in Seminole County

Dated on **December 2, 2002.**

Lienors Name: **Rinker Materials**

Address: #1122 W. Dr. Pk.

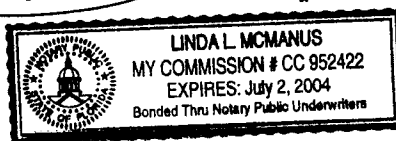
By:

John Warm

Printed Name: John Warm

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 2nd day of December, 2002 by John Warm, who is personally known to me or has produced _____ as identification.



Linda L. McManus
Notary Signature

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.

SEMINOLE COUNTY ROAD 427, PHASES V AND VI
FC-1142-00/BJC
LIENS / REQUIRING RELEASES

Company Name	Address	Order Given By	Service	Date Lien Filed	Date Lien Released
Bedrock Resources	1510 SW 17th St., Suite 302, Ocala, FL, 34474	Bergeron Land Development	Limerock Roadbase Materials	4/30/02	8/22/03
Marsha's Montgomery, Bilmar Express, Inc.	P.O. Box 1616, Lake Panasoffkee, FL, 33538	Bergeron Land Development	Materials/Labor/Related Services	4/23/02	8/25/03
C.D.S. Sitework	12601 State Road 545, Winter Garden, FL, 38787	C.D.S. Site Work	Site-Work	3/5/02	3/5/02
C.D.S. Sitework	12601 State Road 545, Winter Garden, FL, 38787	Bergeron Land Development	Site-Work	3/6/02	11/22/02
CSE Paving of Florida, Inc.	1395 NW 17th Ave, Suite 114, Delray Beach, FL, 33445	Bergeron Land Development	Miscellaneous Construction Services and Materials	1/4/02	1/4/02
Equitas Sewer Services	P.O. Box 618066, 3501 Vineland Rd., Orlando, FL, 32861	Bergeron Land Development	Sewer Rehab Services	1/16/03	8/19/03
Ferguson Underground, Inc.	10355 South Orange Ave, Suite B, Orlando, FL, 32824	Bergeron Land Development	Pipes, Valves, Fittings and Related Materials	7/18/01	7/18/03
Four Jay's Landclearing, Inc.	P.O. Box 390395, Deltona, FL, 32739	Bergeron Land Development	Clearing and Grubbing and Hauling Debris	8/16/01	3/4/03
Gopher Utilities, Inc., DBA	P.O. Box 0189, Sorrento, FL, 32776	Bergeron Land Development	Install sock for dewatering and related services	1/24/02	8/19/03
Sox-It Dewatering	P.O. Box 368, Green Cove Springs, FL, 32043	Bergeron Land Development	Reinforcing Steel Products	8/24/01	8/22/03
Hanson Pipe & Products, Inc.	P.O. Box 368, Green Cove Springs, FL, 32043	Bergeron Land Development	Reinforcing Steel Products	8/10/01	8/22/03
Hanson Pipe & Products, Inc.	P.O. Box 368, Green Cove Springs, FL, 32043	Bergeron Land Development	Materials and/or Labor	12/31/02	8/21/03
Holland Pump Mfg. Inc.	345 Thorpe Road, Orlando, FL, 32824	Bergeron Land Development	Materials and/or Labor	2/7/03	8/19/03
Holland Pump Mfg. Inc.	345 Thorpe Road, Orlando, FL, 32824	Bergeron Land Development	General Building Materials	9/23/02	8/19/03
Hughes Supply, Inc.	20 N. Orange Ave, Suite 200, Orlando, FL, 32801	Bergeron Land Development	Rental Equipment	5/17/01	8/21/03
LB Smith, Inc.	410 W. Taft-Vineland Rd, Orlando, FL, 32824	Bergeron Land Development	Rental of Rental of Miscellaneous Construction Equipment	1/13/03	8/20/03
Linder Industries Machinery	1601 S. Frontage Rd, Plant City, FL, 33566	Bergeron Land Development			
Marian Farms, Inc d/b/a					
Marian Gardens Tree Farm					
and Hillary Peat Company	619 W. SR-50, Groveland, FL, 34736	Vila and Son	Landscape Trees, Soil and other Materials	3/18/03	8/22/03
Billy J. Montgomery,					
Montgomery Hauling	P.O.Box 2347, Bushnell, FL, 33513	Bergeron Land Development	Materials/Labor/Related Services	4/29/02	8/25/03
Montgomery Truck Lines	P.O. Box 1069, Coleman, FL, 33521	Bergeron Land Development	Hauling of Materials	8/8/02	8/25/03
Nortrax Equipment Co of					
Southeast LLC	4333 John Young Parkway, Orlando, FL, 3204	Bergeron Land Development	Sale or Rental of Miscellaneous Construction Equipment	2/7/03	8/21/03
Nortrax Equipment Co of					
Southeast LLC	4333 John Young Parkway, Orlando, FL, 3204	Bergeron Land Development	Sale or Rental of Miscellaneous Construction Equipment	11/12/02	8/21/03
CSR Rinker	3365 East Industry Rd, Cocoa, FL, 32956	Bergeron Land Development	Concrete, Block, Drywall, Aggregate, Rebar, Stucco & Misc. Bldg Materials	2/12/02	8/22/03
CSR Rinker	3365 East Industry Rd, Cocoa, FL, 32956	Bergeron Land Development	Concrete, Block, Drywall, Aggregate, Rebar, Stucco & Misc. Bldg Materials	9/3/02	8/22/03
Siboney Contracting,					
Co/Siboney Trucking Co.	1000 Southern Blvd, Suite 300, West Palm Beach, FL, 33405	APAC-Florida	Hauling and/or Furnishing Aggregates Materials	1/10/03	8/21/03
SunRay Paving & Const Co	P.O. Box 621358, Oviedo, FL, 32765	APAC-MacAsphalt Div	Paving and Road Striping	12/5/01	12/5/01
Swart's Landscaping, Inc	P.O. Box 121065, Clermont, FL, 34712	Bergeron Land Development	Sod and/or Seed	4/17/02	8/22/03
Taylor Petroleum Co., Inc	P.O. Box 560968, Orlando, FL, 32856	Four Jays	Fuel Oil	8/15/01	8/15/01
Weaver Aggregate Transport	P.O. Box 39, Sumterville, FL, 33585	Bergeron Land Development	Materials/Labor/Related Services	2/13/03	8/21/03