

UNCONDITIONAL FINAL WAIVER OF LIEN OF SUBCONTRACTOR

STATE OF ALABAMA

SUBJECT PROJECT:

Shoal Creek Ranger Station
Heflin, Alabama

COUNTY OF SHELBY

CONTRACTOR:

Colyer-Lloyd Development, Inc.
413 Quintard Avenue
PO Box 1886
Anniston, Alabama 36202

In consideration for the final payment of Twenty-Five Thousand Dollars and NO/100 (\$25,000.00), the amount due the undersigned subcontractor for the **final payment** for labor, materials and services furnished by the undersigned for the above-described project, pursuant to its subcontract with Contractor, the undersigned, being first duly sworn, does hereby represent and certify to Contractor, as an inducement to Contractor to make final payment, and as representations upon which Contractor may rely in making said payment, as follows: there are no additional costs or claims for any extras or additions for labor or material with respect to the above-described subcontract and project; all work performed or materials installed are in accordance with the approved plans and specifications for the above-described project; all bills, charges and expenses for labor, supervision, materials, supplies, equipment, utilities, overhead, rentals and for all other things furnished or caused to be furnished for the above-described project by the undersigned have been paid in full; there are no unpaid claims or demands of subcontractors, subsubcontractors, material suppliers, equipment suppliers, mechanics, laborers, lessors or others resulting from or arising out of any work done or materials or equipment supplied pursuant to said subcontract by the undersigned or by any other subcontractor, subsubcontractor, material supplier, equipment supplier, mechanic, laborer, lessor or other person or entity; all federal and state payroll taxes and contributions for unemployment insurance, old age pensions, annuities, retirement benefits and union dues, imposed or assessed under any provision of any law (state or federal) or contract (and measured by wages, salaries or other remunerations paid by the undersigned to its employees or to its subcontractors engaged in said work or in any other operation incidental thereto) have been paid in full; and all payments received by the undersigned for this project will be used exclusively for the benefit of this project.

In consideration of the final payment, the undersigned does hereby release Contractor, James A. Lloyd, Colyer-Lloyd Development, Inc., and the Owner of the Project from all claims of any kind arising under or by virtue of said subcontract and work done and/or materials and/or equipment supplied by the undersigned for the above-described project, and does hereby waive and release all present and/or future liens, rights of lien and lien and/or payment or performance bond claims of any kind whatsoever for any work done or labor or materials furnished for the project.

The undersigned subcontractor and the undersigned individual signing on behalf of subcontractor do hereby jointly and severally agree to indemnify, defend and hold harmless Contractor against any loss or damage, including reasonable attorney's fees, which the Contractor may sustain by reason of the untruth or inaccuracy of any of the foregoing statements and representations, or by reason of the filing of any claim(s), lien(s) or other action(s) by any subcontractors, subsubcontractors, material suppliers, mechanics, laborers, lessors or others resulting from, or arising out of, any work done or materials or equipment supplied pursuant to, or in connection with, the work required by said subcontract.

WITNESS the hand and seal of the undersigned this 30 day of November, 2007.

Witness/Attest:

Melissa K. Neuhouser

(AFFIX CORPORATE SEAL)

Chilton Paving & Asphalt LLC, a division of Shelby Concrete, Inc.

By:

Rick Mize
(Signature of Person Signing)

(Office of Person Signing) Its: Credit Manager

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rick Mize as Credit Manager of Chilton Paving & Asphalt LLC, a division of Shelby Concrete, Inc., whose name is signed to the foregoing instrument and who is known to me, being first duly sworn, acknowledged before me on this day that the statements and representations made therein are true, and being informed of the contents of the foregoing instrument, and being duly authorized to execute same on behalf of said corporation (s) he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30 day of November, 2007.

My Commission Expires:

10-5-2008

Valerie E. Thomas
NOTARY PUBLIC