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# EAST COAST NEWSLETTER

## May 13, 2011

### **.JUSTICE CAN BE EMPTY (AND EXPENSIVE)**

By: Larry Leiby, Esq. and Robert S. Tanner, Esq.

**[Malka & Kravitz P.A.](#)**

### **VALID AND ENFORCEABLE CONTRACT REQUIRES MEETING OF THE MINDS**

By: Wendi M. Weiner, Esq.

**[Stearns & Roberts, Guttentag, P.A.](#)**

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## **JUSTICE CAN BE EMPTY (AND EXPENSIVE)**

**By: Larry Leiby, Esq. and Robert S. Tanner, Esq.**

About the Authors: **Larry Leiby, Esq.** was the founder and first chairman of the Florida Bar Construction Law Committee in 1976. He is the author of the [Florida Construction Law Manual](#). He is Board Certified in Construction Law and was on the Construction Law Certification Committee that creates and grades the tests for construction law board certification. He was awarded the lifetime achievement award by the Florida Bar Construction Law Committee and teaches construction law at the Florida International University College of Law. He can be reached at [leiby@mkpalaw.com](mailto:leiby@mkpalaw.com). For more information, please visit [www.YourConstructionLawFirm.com](http://www.YourConstructionLawFirm.com). **Robert S. Tanner, Esq.**, has worked with Mr. Leiby in construction matters since 2006, occasionally covers Mr. Leiby's classes at FIU law school, and has been litigating commercial cases for more than 10 years. He can be reached at [rob@mkpalaw.com](mailto:rob@mkpalaw.com).

The law can be tricky, with its innumerable rules, exceptions to the rules, and exceptions to the exceptions. Then, whether the rule or the exception applies, or the exception to the exception, a dispute shaded in grey almost certainly will require a significant investment of green that ultimately may yield a result in the red. This is why we strongly endorse the idea of preventive legal measures and planning. That route usually costs much less.

You can add to the mix that in some cases a contractor can win – and at the same time lose. A good example is found in [Peter A. Basile Sons, Inc. v. Manatee County](#), 18 Fla. L. Weekly Supp. 451a (12<sup>th</sup> Jud. Cir., Appellate, Feb. 25, 2011). In that case, Peter A. Basile Sons, Inc. (“Contractor”) had a contract with the local government (“Owner”) for earth moving in a road project. In calculating his bid, Contractor planned to offset his costs by using some of the dirt that was onsite and selling the rest.

As it turned out, the dirt was contaminated with arsenic and could not be used at all. Owner had notice about it years before the project but had unintentionally failed to inform Contractor. Contractor submitted a request for additional compensation for the unforeseen costs. Owner's purchasing director denied the claim. Contractor obtained review by the local hearing officer. At the hearing, Owner reconsidered Contractor's claim and conceded to a higher rate (\$4.05 per cubic yard) for the excavated, contaminated dirt. When the hearing officer issued his order, he did not mention the price agreement by the Owner. In fact, he disregarded it and, instead, “extrapolated” from the evidence to determine independently the appropriate rate (\$2.58 per cubic yard) to be paid to Contractor. Contractor appealed.

On appeal, the Court found that Owner had in fact stipulated to the higher rate. The Court also found that the hearing officer's disregard for Owner's stipulation constituted a violation of a clearly established principle of law. But, the Court latched onto the rule that, “in the administrative context . . . an adjudicator may disregard a stipulation if the adjudicator's finding is based on competent substantial evidence.” The Court found that the hearing officer's calculations were based on competent substantial evidence, but observed that “where an adjudicator disregards a stipulation, procedural due process requires that the unfavorably affected party be given an opportunity to present evidence on the stipulated issue. . . . Without notice and hearing, the party may

be unfairly blindsided by the adjudicator's decision." Thus, the Court's concern was that the hearing officer had disregarded Owner's stipulation without giving Contractor an opportunity to present evidence and argument on the issue.

The Court's review of the record, however, disclosed that Contractor had, in fact, presented evidence to the hearing officer concerning the stipulated rate. And, because Contractor failed to show the Court that it had additional facts or argument that it would have but did not present to the hearing officer, the Court concluded that there had been no "miscarriage of justice."

**MK** MALKA & KRAVITZ, P.A.  

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## **VALID AND ENFORCEABLE CONTRACT REQUIRES MEETING OF THE MINDS**

By: Wendi M. Weiner, Esq., Stearns, Roberts & Guttentag, P.A.

In order to have a valid and enforceable contract, the parties to the contract must have a meeting of the minds on the essential terms of the contract. In the case of Sam Rodgers Properties, Inc. v. Chmura, 2011 WL 1565446 (Fla. 2d DCA April 27, 2011) a dispute between the home builder/developer (“developer”) and purchaser of a house arose over the amount of the base contract price to construct the purchaser’s house. In February 2004, the purchaser signed a contract with the developer to build a house for the base price of \$246,700. At some point after February 2004, the \$246,700 price for the house was “whited out” and changed to \$256,700 on the first page of the contract. However, the developer failed to obtain the purchaser’s initials or signature on the page that changed the base price for the house, or on any other document acknowledging the purchaser’s consent to the \$10,000 increase in the base price.

The developer began construction of the home, and after the slab was poured and the roof dried in, the developer requested partial payment from the purchaser. The purchaser did not make the payment, and the developer stopped work on March 10, 2006, and recorded a claim of lien for the furnished labor, services and materials that remained unpaid. In June 2006, the developer filed suit against the purchaser asserting claims for construction lien foreclosure and breach of contract, and the purchaser counterclaimed for rescission. In July 2006, the developer performed additional work on the house, alleging it was necessary to do so to protect the house from the elements. On August 30, 2006, the developer recorded an amended claim of lien to reflect the additional sums for the work performed in July, and amended the complaint to recover the additional amounts.

At trial, the developer argued that it had a valid contract to build the house at the higher contract price alleging that the purchaser orally agreed to the price increase. The purchaser claimed that she did not realize that the base price of the home had been increased until a year and a half after she had signed the contract, and after learning of the price increased, sent letters to the developer questioning the price discrepancy. The trial court rejected the developer’s argument, and found that there had been no meeting of the minds regarding the terms of the agreement between the parties. The trial court also found the developer’s amended claim of lien invalid on the grounds that it was filed 168 days after the last work performed in March 2006, that the additional work in the amended claim of lien was not done pursuant to the contract for the purchaser, and that the amended claim of lien was fraudulent. Consequently, the trial court entered a judgment in favor of the purchaser for construction costs, money paid to purchase the lot, and expenses related to the purchase of the lot. The developer appealed the trial court’s judgment.

On appeal, the developer argued that the judgment was erroneous because even if the contract increasing the purchase price was unenforceable, the purchaser was still bound by the initial contract to build the house for the lower price, which was valid and enforceable. The appellate court agreed with the developer. The appellate court held that the fact there was no meeting of the minds as to the \$10,000 increase in base price did not invalidate the previously executed contract at the original price, as the parties had a meeting of the minds regarding the base price of the house under the initial contract, which was signed by the purchaser. Thus, the appellate court concluded that the developer had begun construction of the home based on a valid contract, and the purchaser breached the initial contract by failing to pay the developer for work performed, thereby entitling the developer to damages.

The appellate court also found the developer’s lien to be valid. The court determined that the additional work done on the home was contemplated by the contract and completed in good faith to secure the property and mitigate damages so that the home was not damaged by the elements. In making this determination, the court applied the test for whether work constitutes a “final furnishing”. The elements of such test are whether the work was done in good faith, within a reasonable time, pursuant to the terms of the contract, and whether it was necessary to a finished job. Further, at the time the additional work was done, the purchaser was the owner of the property and benefited from the work. Thus, the Court concluded that the amended claim of lien was valid and timely recorded as it included work done in fulfillment of the contract thereby extending the time for

recording the lien. Consequently, the appellate court ordered the trial court to enter a judgment of foreclosure in the amount of the amended lien.

This case demonstrates that in order to have a valid and enforceable contract, the parties to the contract must mutually assent to the essential terms of the contract. The case also set forth the test for whether work constitutes a final furnishing of work on a project so as to trigger the 90-day period within which a lienor must record its lien.

About the Author: **Wendi M. Weiner** is a new associate with Stearns, Roberts & Guttentag, P.A. Ms. Weiner's practice concentrates primarily in the area of construction related matters, including litigation of construction disputes and construction defect claims and defense. Her prior background has included appellate work in insurance coverage issues and construction defect claims. She can be reached for consultation at [wmw@stearnsroberts.com](mailto:wmw@stearnsroberts.com). For more information visit [www.stearnsroberts.com](http://www.stearnsroberts.com).

**BROWARD COUNTY  
CONSTRUCTION LIENS**

**5/23/2011**

OLYMPIA BUILDING SUPPLIES LLC	vs.	<u>A P P HALLANDALE LLC</u>	47885/54
		J C CARDONA ENT	\$4,796.15
BROWARD CUSTOM KITCHENS INC	vs.	<u>ANNE TILLMAN</u>	47888/133
			\$40,498.00
VINCENT CAPUTO	vs.	<u>ANNE TILLMAN</u>	47890/1723
			\$2,000.00
BOSSLER ROOFING INC	vs.	<u>ANNICIA PAULCHE</u>	47880/36
			\$7,963.30
POWERTECH INTERIORS	vs.	<u>ARK DEVELOPMENT OCEANVIEW L L</u>	47878/1261
			\$6,194.25
VENICES FENCE CORP	vs.	<u>CAYCE SHAWN</u>	47886/1015
			\$4,600.00
SUNCREST SUPPLY INC	vs.	<u>DISTINCTIVE MILLWORK</u>	47880/725
		ONE BROWARD BLVD HOLDINGS LLC	\$2,223.12
J HENDRICKS HOMES INC	vs.	<u>ERICA ROZALI TAYLOR</u>	47888/134
			\$41,536.78
BOSSLER ROOFING INC	vs.	<u>GEORGE M PERRY</u>	47880/37
			\$12,500.00
COMA CAST CORP	vs.	<u>GREG VALENCIA INC</u>	47890/214
		PAUL CLARKE	\$2,442.84
OLYMPIA BUILDING SUPPLIES LLC	vs.	<u>J C CARDONA ENT</u>	47885/54
		A P P HALLANDALE LLC	\$4,796.15
A DURH PAINTING INC	vs.	<u>JAYNE BIANCO</u>	47884/386
			\$25,630.00
NICOLA ELECTRIC INC	vs.	<u>JOHN MCCANN &amp; ASSOC</u>	47886/1550
		SW BROWARD THEATERSHOLDINGS LT	\$26,653.75
LOPEFRA CORP	vs.	<u>MARAMY LLC</u>	47879/703
		PENINSULA PLUMBING INC	\$1,020.00
MANUEL CORDEROS TRUCK CORP	vs.	<u>MARK K SNEAD</u>	47877/1007
			\$4,000.00
PUROCLEAN OF NORTH BROWARD INC	vs.	<u>MARY EDDY</u>	47877/3
			\$715.00
BARREIRO CONCRETE CORP	vs.	<u>MEADOWBROOK CONDOMINIUM APARTM</u>	47890/607
		US GROUNDS INC	\$2,286.76
ALIMINGLASS INC	vs.	<u>ONE BROWARD BLVD HOLDINGS L L</u>	47884/1147
			\$22,234.20
SUNCREST SUPPLY INC	vs.	<u>ONE BROWARD BLVD HOLDINGS LLC</u>	47880/725
		DISTINCTIVE MILLWORK	\$2,223.12

# BROWARD COUNTY CONSTRUCTION LIENS

5/23/2011

COMA CAST CORP	vs.	<u>PAUL CLARKE</u>	47890/214
		GREG VALENCIA INC	\$2,442.84
LOPEFRA CORP	vs.	<u>PENINSULA PLUMBING INC</u>	47879/703
		MARAMY LLC	\$1,020.00
NICOLA ELECTRIC INC	vs.	<u>SW BROWARD THEATERSHOLDINGS LT</u>	47886/1550
		JOHN MCCANN & ASSOC	\$26,653.75
BARREIRO CONCRETE CORP	vs.	<u>US GROUNDS INC</u>	47890/607
		MEADOWBROOK CONDOMINIUM APARTM	\$2,286.76

## RELEASES OF CONSTRUCTION LIENS

MEDITERRANEAN ROOF TILE INC	vs.	<u>ALL ATLAS ROOFING SFL INC</u>	47887/738
		MARILYN A PAUL	
DRYWALL & FRAMING INVESTMENT G	vs.	<u>ANIMAL WELLNESS CLINIC</u>	47880/1781
TOWN PLUMBING INC	vs.	<u>ANTHONY BLACK</u>	47876/742
KILBOURNE & SONS	vs.	<u>AURORA CAPITAL INC</u>	47881/1634
KILBOURNE & SONS	vs.	<u>AURORA CAPITAL INC</u>	47881/1635
DURACLEAN SERVICES L L C	vs.	<u>CHARLES A LUPINACCI</u>	47880/1841
SPECIALTY PRODUCTS & INSULATIO	vs.	<u>D V N INVESTMENTS LL C</u>	47880/1780
FERGUSON FIRE & FABRICATION IN	vs.	<u>DUKE REALTY L P</u>	47883/395
LATITE ROOFING & SHEET METAL L	vs.	<u>EL-AD RESIDENCES ATMIRAMAR CON</u>	47886/1759
TRIPLE D HURRICANE MASTERS INC	vs.	<u>ERIN FRUITMAN</u>	47879/615
R B C CONSTRUCTION INC	vs.	<u>ERNEST BILLIS</u>	47886/307
FERGUSON FIRE & FABRICATION IN	vs.	<u>EWE WAREHOUSE INVESTMENTS XXVI</u>	47890/226
GLC3 CONCRETE	vs.	<u>J MARKS RESTAURANT &amp; BAR</u>	47878/1047
NEXT PLUMBING SUPPLY INC	vs.	<u>JAMAICA HOUSE ASSN INC</u>	47877/33
QUALITY AIR CONDITIONING COMPA	vs.	<u>JOSEPH HORNE</u>	47880/1402
ENTREGA SALES INC	vs.	<u>KIM GUTIERREZ</u>	47876/1181
ACE DESIGN & CONSTRUCTION INC	vs.	<u>LFC HOLDINGS GULFSTREAM LLC</u>	47891/918
MEDITERRANEAN ROOF TILE INC	vs.	<u>MARILYN A PAUL</u>	47887/738
		ALL ATLAS ROOFING SFL INC	
RAGER CONSTRUCTION-SOUTH	vs.	<u>MINTO MONTERRA LLC</u>	47876/1924
BANKATLANTIC	vs.	<u>PARKWAY GARDENS CONDOMINIUM AS</u>	47880/1311
SOUTH SHORE PLUMBING INC	vs.	<u>PATRICK UCCI</u>	47880/1865
CAMBRIA OF EAST FLORIDA INC	vs.	<u>UM SCCC DEERFIELD BCH ONCOLOGY</u>	47890/108
FRANK SEEBER CONSTRUCTION INC	vs.	<u>WAYNE LUGINBUHL</u>	47880/1097
CANNATELLI BUILDERSINC	vs.	<u>WESTWOOD COMMUNITY 5 ASSN INC</u>	47891/577
ALLIED ROOFING	vs.	<u>1040 PROPERTY HOLDINGS LLC</u>	47887/776

**BROWARD COUNTY**

5/23/2011

**FEDERAL TAX LIENS****FEDERAL TAX LIENS**

INTERNAL REVENUE	vs.	<u>BEE CLEAN BLDG CONT</u>	47867/110	
				\$11,301.30
INTERNAL REVENUE	vs.	<u>SAS 385 CONST</u>	47871/1944	
				\$28,953.63

**RELEASES OF FEDERAL TAX LIENS****FLORIDA STATE TAX LIENS**

STATE OF FLORIDA	vs.	<u>TRINITY CONST</u>	47861/29	
				\$533.34

**JUDGEMENTS**

SECCION AMARILLA USA LLC	vs.	<u>ALL STAR SOUTH GLASS</u>	47870/1705	
				\$8,126.31
FIRST INDUSTRIAL	vs.	<u>BUILT RITE OFFICE FURNITURE</u>	47870/1193	
				\$60,880.79
INFRA-METALS CO	vs.	<u>JOHN HENRY IRONWORKS</u>	47871/391	
				\$5,000.00
SECCION AMARILLA USA LLC	vs.	<u>JULIO FLORES ROOFING</u>	47870/1704	
				\$5,403.65
UNITED SUBCONTRACTORS INC	vs.	<u>L &amp; K CONST SVC</u>	47866/352	
				\$36,359.65
SECCION AMARILLA USA LLC	vs.	<u>REFLECTIVE GLASS &amp; MIRROR LLC</u>	47870/1768	
				\$5,254.42
FERGUSON WATERWORKS	vs.	<u>SKYY S CONST</u>	47870/1894	
				\$44,998.00



**DADE COUNTY  
CONSTRUCTION LIENS**

**5/23/2011**

SUPERIOR TRUSS SYS INC	vs.	<u>A C G HOMES L L C</u>	27666/185 \$5,300.00
J G A BEACON INC	vs.	<u>ALLIED ROOFING IND</u> GOYA FOODS INC	27665/3994 \$50,472.13
G L STAFFING SVC INC	vs.	<u>ASPEN A C INC</u> VICTORIA MGMT L L C	27667/3777 \$1,781.76
C & S PAINT & WALLPAPER INC	vs.	<u>BIC MGMT CORP</u> GEN CONST & DEMOLITION INC	27667/4815 \$8,677.00
OLDCASTLE COASTAL	vs.	<u>C V S 3722 FL L L C</u> STONE AGE PAVERS INC	27666/4956 \$5,322.77
PHILLIPS FIRE SPRINKLERS INC	vs.	<u>CARBO BROS CONST</u> MARINER PROP MGMT SVC L L C	27668/324 \$6,667.75
C & S PAINT & WALLPAPER INC	vs.	<u>CITIBANK F S B</u> GEN CONST & DEMOLITION INC	27667/4814 \$7,255.00
HOMESTEAD BLOCK CORP	vs.	<u>COLLE PK II L L C</u> TAC CONST L L C	27667/4624 \$3,348.33
A F A PROTECTIVE SYS INC	vs.	<u>COURTYARDS GROVE CONDO ASSN IN</u>	27669/3283 \$8,580.12
SHELL SYS COM L L C	vs.	<u>D STEPHENSON CONST</u> MIAMI-DADE CTY PARKS & RECREAT	27666/127 \$20,603.80
ROOF DEPOT U S A L L C	vs.	<u>DADE ROOFING CORP</u> JAVIER E OTERO	27669/2550 \$8,000.00
WESTBROOKE LAKES HOMEOWNERS AS	vs.	<u>EDDIAN RODRIGUEZ</u>	27666/979 \$1,230.00
FARELO GROUP CORP	vs.	<u>G M A C MTG L L C</u> 1ST SVC REALTY	27667/2686 \$5,480.00
BARREIRO CONCRETE CORP	vs.	<u>G P E INC</u> RESIDENCE AT VISCAYA L L C	27665/4829 \$8,778.25
C & S PAINT & WALLPAPER INC	vs.	<u>GEN CONST &amp; DEMOLITION INC</u> M C Z CENTRUM BAYSHORE L L C	27667/4811 \$6,340.00
C & S PAINT & WALLPAPER INC	vs.	<u>GEN CONST &amp; DEMOLITION INC</u> 396 ALHAMBRA L L C	27667/4812 \$2,998.00
C & S PAINT & WALLPAPER INC	vs.	<u>GEN CONST &amp; DEMOLITION INC</u> NORTHWESTERN CAPITAL CORP	27667/4813 \$4,238.00
C & S PAINT & WALLPAPER INC	vs.	<u>GEN CONST &amp; DEMOLITION INC</u> CITIBANK F S B	27667/4814 \$7,255.00
C & S PAINT & WALLPAPER INC	vs.	<u>GEN CONST &amp; DEMOLITION INC</u> BIC MGMT CORP	27667/4815 \$8,677.00

**DADE COUNTY  
CONSTRUCTION LIENS**

**5/23/2011**

J G A BEACON INC	vs.	<u>GOYA FOODS INC</u>	27665/3994
		ALLIED ROOFING IND	\$50,472.13
MANUEL CORDEROS TRUCK CORP	vs.	<u>GREEN DEMOLITION</u>	27667/3929
		326 OCEAN DRIVE CONDO INC	\$4,000.00
CNTL CONCRETE SUPERMIX INC	vs.	<u>HOLD DEAN BEDNARCHIK</u>	27666/1988
		SENAYA HOLDINGS L LC	\$905.23
BUCKLEY WINDOW CORP	vs.	<u>J C O N GROUP</u>	27667/4436
		MAJORCA INV L L C	\$40,199.65
ULTRA FENCE L L C	vs.	<u>JAMES L BRAGG</u>	27669/3590
			\$8,400.00
ROOF DEPOT U S A L L C	vs.	<u>JAVIER E OTERO</u>	27669/2550
		DADE ROOFING CORP	\$8,000.00
T & S ROOFING SYS INC	vs.	<u>JOHNIAN WESLEY</u>	27666/1078
			\$10,182.00
SHOWCASE CUSTOM CABINETS	vs.	<u>KENNETH E GRIER</u>	27667/4308
			\$6,666.00
CONSOL ELECTRICAL DIST INC	vs.	<u>LOIS REALTY CORP</u>	27666/3916
		SUN ELEC WORKS INC	\$52,944.79
C & S PAINT & WALLPAPER INC	vs.	<u>M C Z CENTRUM BAYSHORE L L C</u>	27667/4811
		GEN CONST & DEMOLITION INC	\$6,340.00
BUCKLEY WINDOW CORP	vs.	<u>MAJORCA INV L L C</u>	27667/4436
		J C O N GROUP	\$40,199.65
FERGUSON WATERWORKS	vs.	<u>MALINA IND PROP INC</u>	27668/4044
		MASTER EXCAVATORS INC	\$26,400.81
PHILLIPS FIRE SPRINKLERS INC	vs.	<u>MARINER PROP MGMT SVC L L C</u>	27668/324
		CARBO BROS CONST	\$6,667.75
FERGUSON WATERWORKS	vs.	<u>MASTER EXCAVATORS INC</u>	27668/4044
		MALINA IND PROP INC	\$26,400.81
FORTUNE DEV & CONSTINC	vs.	<u>MIA FAMILY TR</u>	27668/1697
		ROSANN BONOTTO	\$37,830.00
SHELL SYS COM L L C	vs.	<u>MIAMI-DADE CTY PARKS &amp; RECREAT</u>	27666/127
		D STEPHENSON CONST	\$20,603.80
C & S PAINT & WALLPAPER INC	vs.	<u>NORTHWESTERN CAPITAL CORP</u>	27667/4813
		GEN CONST & DEMOLITION INC	\$4,238.00
HOMESTEAD BLOCK CORP	vs.	<u>NUNEZ BRAVO HOLDINGS L L C</u>	27667/4625
		TAC CONST L L C	\$6,673.70
BARREIRO CONCRETE CORP	vs.	<u>RESIDENCE AT VISCAYA L L C</u>	27665/4829
		G P E INC	\$8,778.25

**DADE COUNTY  
CONSTRUCTION LIENS**

**5/23/2011**

FORTUNE DEV & CONSTINC	vs.	<u>ROSANN BONOTTO</u>	27668/1697
		MIA FAMILY TR	\$37,830.00
OVERLAND CARRIERS INC	vs.	<u>ROSE ENG CO</u>	27667/3301
		2000 BISCAYNE L L C	\$1,377.00
CNTL CONCRETE SUPERMIX INC	vs.	<u>SENAYA HOLDINGS L LC</u>	27666/1988
		HOLD DEAN BEDNARCHIK	\$905.23
SKYLIGHT CONCEPTS INC	vs.	<u>SIMEON R GARCIA</u>	27667/91
		TAC CONST L L C	\$8,625.00
GANCEDO TECHNOLOGIES INC	vs.	<u>SNAPPER VILLAGE CONDO ASSN INC</u>	27666/4334
			\$41,734.00
R & R GARDEN SUP INC	vs.	<u>STAR ASPHALT</u>	27669/3589
		W PALM VILLAS III CONDO ASSOC	\$3,991.70
OLDCASTLE COASTAL	vs.	<u>STONE AGE PAVERS INC</u>	27666/4956
		C V S 3722 FL L L C	\$5,322.77
CONSOL ELECTRICAL DIST INC	vs.	<u>SUN ELEC WORKS INC</u>	27666/3916
		LOIS REALTY CORP	\$52,944.79
DRIVEWAY MAINT INC	vs.	<u>SUNSET CONDOR CONDOASSN INC</u>	27666/4078
			\$109,319.03
SKYLIGHT CONCEPTS INC	vs.	<u>TAC CONST L L C</u>	27667/91
		SIMEON R GARCIA	\$8,625.00
HOMESTEAD BLOCK CORP	vs.	<u>TAC CONST L L C</u>	27667/4624
		COLLE PK II L L C	\$3,348.33
HOMESTEAD BLOCK CORP	vs.	<u>TAC CONST L L C</u>	27667/4625
		NUNEZ BRAVO HOLDINGS L L C	\$6,673.70
G L STAFFING SVC INC	vs.	<u>VICTORIA MGMT L L C</u>	27667/3777
		ASPEN A C INC	\$1,781.76
R & R GARDEN SUP INC	vs.	<u>W PALM VILLAS III CONDO ASSOC</u>	27669/3589
		STAR ASPHALT	\$3,991.70
FARELO GROUP CORP	vs.	<u>1ST SVC REALTY</u>	27667/2686
		G M A C MTG L L C	\$5,480.00
FASCIA CONST INC	vs.	<u>1451 NW 156 TERRACEL L C</u>	27666/2665
			\$2,438.67
OVERLAND CARRIERS INC	vs.	<u>2000 BISCAYNE L L C</u>	27667/3301
		ROSE ENG CO	\$1,377.00
MANUEL CORDEROS TRUCK CORP	vs.	<u>326 OCEAN DRIVE CONDO INC</u>	27667/3929
		GREEN DEMOLITION	\$4,000.00
C & S PAINT & WALLPAPER INC	vs.	<u>396 ALHAMBRA L L C</u>	27667/4812
		GEN CONST & DEMOLITION INC	\$2,998.00

**RELEASES OF CONSTRUCTION LIENS**

**RELEASES OF CONSTRUCTION LIENS**

DALCO ELEC INC	vs.	<u>B H I HOTEL L L C</u>	27666/1940
TREMRON GROUP	vs.	<u>CAROLANN BALDYGA</u>	27666/229
REMEDICATION GROUP INC	vs.	<u>CINDY WANERMAN</u>	27669/2553
W MCDANIEL CONST INC	vs.	<u>DEANGELIS DIAMOND CONST INC</u>	27666/4650
WORLD ELEC SUP INC	vs.	<u>DOMINION PTNR L P</u>	27669/3247
MIAMI DESIGN ASSOC INC	vs.	<u>ERASMO GONZALEZ-HOLMANN</u>	27669/3592
ISLES AT BAYSHORE CLUB L L C	vs.	<u>HEATHER R GOURDIN</u>	27668/78
NACHON ENT INC	vs.	<u>JOSE M VILA JR</u>	27667/1847
NACHON ENT INC	vs.	<u>JOSE M VILA JR</u>	27667/1848
DALCO ELEC INC	vs.	<u>L R E PROP L L C</u>	27666/3449
GARAVENTA	vs.	<u>L R E PROP L L C</u>	27669/4891
A R T PEST CONTROL SVC	vs.	<u>LES CHALET</u>	27668/2251
MIROKI PARTITIONS INC	vs.	<u>M B C D C MERIDIAN PLACE L L C</u>	27666/2089
ISLES AT BAYSHORE CLUB L L C	vs.	<u>MAILEN GOMEZ</u>	27668/113
GULFEAGLE SUP	vs.	<u>MARCOS DUBON</u>	27668/2480
HART MECHANICAL CONT INC	vs.	<u>MARRIOTT COURTYARD CONVERSION</u>	27669/4812
A & A SHEETMETAL CONT CORP	vs.	<u>MARRIOTT COURTYARD CONVERSION</u>	27669/4815
WORLD ELEC SUP INC	vs.	<u>MONPELIER VENTURES FL INC</u>	27669/3246
SUPER RESTORATION SVC CO	vs.	<u>MONTE CARLO MIAMI CONDO ASSN I</u>	27667/4038
DASH CONST CONSULTANTS INC	vs.	<u>NATIONSTAR MTG L L C</u>	27666/2715
DASH CONST CONSULTANTS INC	vs.	<u>NATIONSTAR MTG L L C</u>	27666/2716
PROTEC INC	vs.	<u>O B R LTD</u>	27669/3591
MIAMI STEEL ERECTORS INC	vs.	<u>SCOTT CARVER IIC</u>	27669/3230
SUPER RESTORATION SVC CO	vs.	<u>TAMACH GABLES SQUARE L L C</u>	27667/4360
FORTUNE DEV & CONSTINC	vs.	<u>TAVES 1 L L C</u>	27668/1699
MIAMI STEEL BR	vs.	<u>TOMAS SALAS</u>	27669/1978
SECO S INC	vs.	<u>UNITED REAL EST VENTURES INC</u>	27668/4252

**FEDERAL TAX LIENS**

**RELEASES OF FEDERAL TAX LIENS**

INTERNAL REVENUE	vs.	<u>MASTERMIND CONST</u>	27663/2605
			\$2,199.58

**FLORIDA STATE TAX LIENS**

STATE OF FLORIDA	vs.	<u>CLASSIC STONE &amp; TILE</u>	27662/4133
			\$837.50

**DADE COUNTY  
FLORIDA STATE TAX LIENS**

**5/23/2011**

STATE OF FLORIDA	vs.	<u>DEEN CONST</u>	27662/2886 \$2,035.41
STATE OF FLORIDA	vs.	<u>DIV CONST &amp; RESTORATION</u>	27662/2886 \$47,352.72
STATE OF FLORIDA	vs.	<u>HURRICANE POWER DESIGN</u>	27662/2866 \$1,170.93
STATE OF FLORIDA	vs.	<u>JD MAINT &amp; CLEANING</u>	27662/4124 \$837.50
STATE OF FLORIDA	vs.	<u>JL PLASTERING</u>	27657/3515 \$2,084.49
STATE OF FLORIDA	vs.	<u>KEYLITE ELEC SVC</u>	27664/1382 \$2,441.45
STATE OF FLORIDA	vs.	<u>POOL GUARDIAN</u>	27664/1330 \$855.90
STATE OF FLORIDA	vs.	<u>XTREME CONT</u>	27662/2907 \$1,338.53
STATE OF FLORIDA	vs.	<u>Z P CLEANING &amp; PAINTING</u>	27657/3631 \$545.50

**JUDGEMENTS**

GULFSIDE SUPPLY INC	vs.	<u>BRENT ANDERSON ROOFING</u>	27664/2599 \$29,128.95
TROPIC FLEET SVC	vs.	<u>DIV CONST &amp; RESTORATION</u>	27662/461 \$6,547.55
TILES & STONES INC	vs.	<u>YACKOS TRUCKING</u>	27665/2376 \$18,775.29

**PALM BEACH COUNTY  
CONSTRUCTION LIENS**

**5/23/2011**

FERGUSON ENT INC	vs.	<u>ACCEL PLUMBING</u>	24482/1262
		TAP HOUSE CLEMATIS L L C	\$6,103.66
SKYHIGH SIDING & ROOFING INC	vs.	<u>ALBERT MARKER</u>	24483/1548
			\$10,746.81
SPECIALTY PROD & INSULATION	vs.	<u>ASSEMBLER ENT</u>	24484/1310
		LOGRA MANAEMENT INC	\$1,571.97
H J E HOLDING CORP	vs.	<u>AURELL H LEAF</u>	24484/1862
			\$6,450.00
FERGUSON ENT INC	vs.	<u>B C I ASSOC</u>	24482/1261
		JUPITER FARMS PLUMBING	\$6,537.36
A-CHRISTIAN GLASS &MIRROR	vs.	<u>B C I ASSOC</u>	24483/1657
		3-D CONST	\$3,391.07
PENINSULAR ELEC DIST INC	vs.	<u>BLOSSER ELEC</u>	24480/1654
		3415 S DIXIE HWY L L C	\$32,638.28
U S I	vs.	<u>CHATSWORTH R E INV L L C</u>	24481/1293
		SCHEAR CORP	\$181,643.00
R J ELEC INC	vs.	<u>COURTYARD GARDENS AT WELLINGTO</u>	24480/246
			\$15,208.64
MULLENS SVC INC	vs.	<u>DAVID A NICE BLDR INC</u>	24480/1389
		SIMON PROP GROUP INC	\$3,000.00
WILLOUGHBY SUP FL LL C	vs.	<u>DI PASQUA CONST INC</u>	24482/1515
		SILVERIO TROCCOLI	\$5,440.27
LOXAHATCHEE RIVER ENVIRONMENTA	vs.	<u>DIANE TOCCI</u>	24483/403
			\$704.59
W M D ADEIMY JR INC	vs.	<u>EDDIE HUGGINS LAND GRADING CO</u>	24483/529
		FAR NIENTE STABLES L L C	\$40,212.00
CEMEX CONST MATERIALS FL L L C	vs.	<u>FAR NIENTA STABLES V L L C</u>	24484/599
		WILLIAM D ADEIMY JRINC	\$17,982.86
W M D ADEIMY JR INC	vs.	<u>FAR NIENTE STABLES L L C</u>	24483/529
		EDDIE HUGGINS LAND GRADING CO	\$40,212.00
EMPIRE ENVIRONMENTAL SVC INC	vs.	<u>FRANK GIUFFRE</u>	24483/174
			\$1,800.00
M S G BUILT TECH CONST CORP	vs.	<u>FRANK SELF</u>	24484/1625
			\$30,060.50
LIGHTNING ELEC INC	vs.	<u>G S P &amp; ASSOC INC</u>	24481/913
		STEPHAN G RACIOPPO	\$25,432.00
KAUFMAN LYNN CONST INC	vs.	<u>GEN GROWTH PROP</u>	24484/195
		GEN GROWTH PROP CHICAGO IL	\$18,632.67

**PALM BEACH COUNTY  
CONSTRUCTION LIENS**

**5/23/2011**

KAUFMAN LYNN CONST INC	vs.	<u>GEN GROWTH PROP CHICAGO IL</u>	24484/195
		GEN GROWTH PROP	\$18,632.67
CEMEX CONST MATERIALS FL L L C	vs.	<u>JAM CONST INC</u>	24484/600
		R P S R ROYAL PALM WAY L L C	\$6,712.38
PUROCLEAN N BROWARDINC	vs.	<u>JOHN MIKLITSCH</u>	24481/983
			\$8,682.56
RAF MARBLE INC	vs.	<u>JOSEPH ELMANN</u>	24482/1977
		STEALTH CONST	\$5,583.00
A & G CONCRETE POOLS INC	vs.	<u>JOSEPH JESTEADT</u>	24477/699
			\$920.00
FERGUSON ENT INC	vs.	<u>JUPITER FARMS PLUMBING</u>	24482/1261
		B C I ASSOC	\$6,537.36
JANERO CONST & SVC INC	vs.	<u>KAREN B JONES</u>	24482/1166
			\$2,563.25
OASIS BLDR L L C	vs.	<u>LARAIN SACCO</u>	24480/1041
		NEW IMPACT WINDOWS & DOORS	\$2,773.50
SKYHIGH SIDING & ROOFING INC	vs.	<u>LARRY B LYON</u>	24483/1547
			\$8,730.79
SPECIALTY PROD & INSULATION	vs.	<u>LOGRA MANAEMENT INC</u>	24484/1310
		ASSEMBLER ENT	\$1,571.97
BURKHART SVC INC	vs.	<u>MESSIER LAND DEV INC</u>	24475/778
		PALM BCH GARDENS MEDICAL CNTRH	\$10,872.02
SPORTS SURFACES INTL CO	vs.	<u>MIKE WIENER</u>	24477/1277
		SPORT SURFACES L L C	\$17,900.00
OASIS BLDR L L C	vs.	<u>NEW IMPACT WINDOWS &amp; DOORS</u>	24480/1041
		LARAIN SACCO	\$2,773.50
BURKHART SVC INC	vs.	<u>PALM BCH GARDENS MEDICAL CNTRH</u>	24475/778
		MESSIER LAND DEV INC	\$10,872.02
ASSUR POWER SYS L L C	vs.	<u>PASCAL GOMBAUT</u>	24484/909
			\$12,720.00
CEMEX CONST MATERIALS FL L L C	vs.	<u>R P S R ROYAL PALM WAY L L C</u>	24484/600
		JAM CONST INC	\$6,712.38
1 D O T SYS INC	vs.	<u>S &amp; B ELEC W CONST</u>	24484/1599
		U S TREASURY VETERANS ADMIN	\$25,000.00
U S I	vs.	<u>SCHEAR CORP</u>	24481/1293
		CHATSWORTH R E INV L L C	\$181,643.00
WILLOUGHBY SUP FL LL C	vs.	<u>SILVERIO TROCCOLI</u>	24482/1515
		DI PASQUA CONST INC	\$5,440.27

# PALM BEACH COUNTY CONSTRUCTION LIENS

5/23/2011

MULLENS SVC INC	vs.	<u>SIMON PROP GROUP INC</u>	24480/1389
		DAVID A NICE BLDR INC	\$3,000.00
SPORTS SURFACES INTL CO	vs.	<u>SPORT SURFACES L L C</u>	24477/1277
		MIKE WIENER	\$17,900.00
ALUMIGLASS INC	vs.	<u>ST ANDREWS CNTRY CLUB INC</u>	24483/347
			\$5,835.25
RAF MARBLE INC	vs.	<u>STEALTH CONST</u>	24482/1977
		JOSEPH ELMANN	\$5,583.00
LIGHTNING ELEC INC	vs.	<u>STEPHAN G RACIOPPO</u>	24481/913
		G S P & ASSOC INC	\$25,432.00
FERGUSON ENT INC	vs.	<u>TAP HOUSE CLEMATIS L L C</u>	24482/1262
		ACCEL PLUMBING	\$6,103.66
RAF MARBLE INC	vs.	<u>U C M P R C P-BOCA RATON L L C</u>	24482/1978
		Z M G CONST INC	\$41,013.10
1 D O T SYS INC	vs.	<u>U S TREASURY VETERANS ADMIN</u>	24484/1599
		S & B ELEC W CONST	\$25,000.00
CEMEX CONST MATERIALS FL L L C	vs.	<u>WILLIAM D ADEIMY JR INC</u>	24484/599
		FAR NIENTA STABLES V L L C	\$17,982.86
AWNINGS BY K C	vs.	<u>Z M G CONST INC</u>	24478/997
			\$32,255.57
RAF MARBLE INC	vs.	<u>Z M G CONST INC</u>	24482/1978
		U C M P R C P-BOCA RATON L L C	\$41,013.10
A-CHRISTIAN GLASS & MIRROR	vs.	<u>3-D CONST</u>	24483/1657
		B C I ASSOC	\$3,391.07
PENINSULAR ELEC DIST INC	vs.	<u>3415 S DIXIE HWY L L C</u>	24480/1654
		BLOSSER ELEC	\$32,638.28

## RELEASES OF CONSTRUCTION LIENS

A PREMIUM RESTORATION INC	vs.	<u>ANNMARIE ANTONELLI</u>	24481/1970
VILA & SON LANDSCAPING CORP	vs.	<u>CITY PLACE N II L LC</u>	24481/402
SEACOAST UTIL AUTHORITY	vs.	<u>COUNTRYWIDE BK F S B</u>	24475/678
ROOFING SUP GROUP TAMPA L L C	vs.	<u>JOSE ORDONEZ</u>	24479/1348
WILDES BLDR L L C	vs.	<u>LARS B BOLANDER</u>	24481/298
KESHAVARZ & ASSOC INC	vs.	<u>LOUIS NAVELLIER</u>	24477/1221
MEADOW BROOK	vs.	<u>MEADOW BROOK MOBILEH P</u>	24477/1989
CITY ELEC SUP CO	vs.	<u>MIDTOWN MEDICAL L LC</u>	24477/1968
U S PRECAST CORP	vs.	<u>NEW CNTRY MOTOR</u>	24474/1919



**RELEASES OF CONSTRUCTION LIENS**

EVERLAST DRYWALL CONST INC	vs.	<u>NEW CNTRY MOTOR CARPALM BCH L</u>	24484/442
MEDITERRANEAN ROOF TITLE INC	vs.	<u>PRISCILLA TAYLOR</u>	24473/1763
SEACOAST UTIL AUTHORITY	vs.	<u>ROBERTO F SANTIAGO</u>	24479/449
E W MAURICE ELECTRICAL SUP CO	vs.	<u>TIDWELL FAMILY L L C</u>	24484/535

**FEDERAL TAX LIENS**

INTERNAL REVENUE	vs.	<u>GENIS R GEN PTR</u>	24469/404	
				\$300,682.67
INTERNAL REVENUE	vs.	<u>GENIS R GEN PTR</u>	24469/405	
				\$47,954.32
INTERNAL REVENUE	vs.	<u>J &amp; J PEPPER MAINT</u>	24469/415	
				\$12,586.47

**RELEASES OF FEDERAL TAX LIENS**

INTERNAL REVENUE	vs.	<u>CONCRETE SVC LLC</u>	24469/433	
				\$226,941.85

**FLORIDA STATE TAX LIENS**

STATE OF FLORIDA	vs.	<u>KJH FINISH CARPENTRY</u>	24469/650	
				\$2,192.10
STATE OF FLORIDA	vs.	<u>LOGAL LANDSCAPING GROUP</u>	24469/651	
				\$2,673.63

**JUDGEMENTS**

ABC SUPPLY CO INC	vs.	<u>AAA ROOFING CNTL FL</u>	24463/1656	
				\$15,670.61
ABC SUPPLY CO INC	vs.	<u>CUSTOM HOMEWORKS &amp; RENOVATION</u>	24459/266	
				\$16,636.53
INTREPID ELECTRIC INC	vs.	<u>HARTZELL CSTM RAILING &amp; FENCE</u>	24461/420	
				\$30,493.99
GEMAIRE DISTRIBUTORS	vs.	<u>PROGRESSIVE COOLING SYS</u>	24461/683	
				\$10,823.87
MASCHMEYER CONCRETE CO	vs.	<u>THIBODEAU CONST SVC</u>	24472/668	
				\$2,273.56
PLAN CONCEPTS INC	vs.	<u>TOM WILA CONT LLC</u>	24464/1089	
				\$960.00
ASSOCIATED HARDWOODS INC	vs.	<u>TRI-CITY WOOD WORKS</u>	24461/688	
				\$17,737.90
K & M ELECTRIC SUPPLY INC	vs.	<u>UNITED GEN CONT</u>	24461/1588	
				\$9,712.56

**PALM BEACH COUNTY**

**5/23/2011**

**JUDGEMENTS**

INTREPID ELECTRIC INC	vs.	<u>WORLD ELEC SUPPLY</u>	24461/420
			\$30,493.99
INTREPID ELECTRIC INC	vs.	<u>XPERT ELEVATOR SVC</u>	24461/420
			\$30,493.99