

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 2nd DAY OF March, 2009, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: February 10, 2009
OWNER: Hidalgo County Precinct 4
CONSTRUCTION CONTRACTOR: Lazaro Saenz, Sr., dba Saenz Paving
OF THE CITY OF Edinburg STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Hidalgo County-Rena Rae Subdivision New Curb and Gutter
Contract # 2008-449-01-07-LRM
located in or near the
City/Pct. of Edinburg, TX and Precinct 4

THIS IS TO CERTIFY:

- That the work has been completed in accordance with the plans and specification and all addonda, change orders, supplemental agreements thereto, and with the following exceptions: N/A
- That the sum of _____ (\$ _____), deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
- That the Contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or virtue of said contract.
- That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	<u>\$16,180.00</u>
Present Amount of Contract	<u>\$16,180.00</u>
Total Amount Earned to Date	<u>\$16,180.00</u>
Less Previous Payments	<u>\$ 0.00</u>
Balance	<u>\$16,180.00</u>
Authorized Deductions	<u>0</u>
AMOUNT OF FINAL PAYMENT	<u>\$16,180.00</u>



- That the final payment in the amount of \$ Sixteen Thousand one Hundred Eighty dollars and No cents (\$ 16,180.00) is now due and payable.

[Handwritten Signature]
Engineer's Signature

CONCURRED BY:

Lazaro Saenz
CONTRACTOR'S NAME

BY: *[Handwritten Signature]*

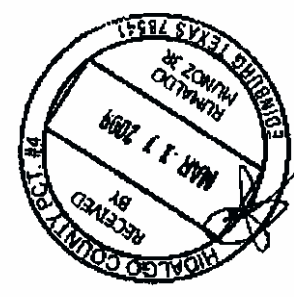
TITLE: Owner

CONCURRED BY:

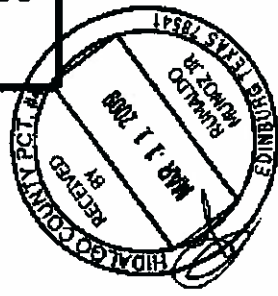
CITY/PRECINCT

BY: _____

TITLE: _____



**CONTRACT'S FINAL RELEASE
WAIVER OF LIENS, AND AUTHORIZATION TO
DISBURSE FUNDS**



THE STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

Lazaro Saenz, Sr., doing business as Saenz Paving, hereinafter "Contractor," for good and valuable consideration, the receipt of which is hereby acknowledged, hereby unconditionally waives and releases: (i) any claim he now has or hereafter may have against Owner (herein defined) and the County of Hidalgo, State of Texas; and (ii) any and all liens and claims or rights of lien which he now has or hereafter may have upon the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and on any personal property located on the real property collectively referred to as the "Property;" on account of labor, materials, supplies, equipment, or otherwise, furnished by Contractor to, or on account of, or for the Property, pursuant to a contract, hereinafter "Contract," dated February 10, 2009, among Contractor, Owner, and the County of Hidalgo, State of Texas. Hidalgo County Precinct No. 4 hereinafter "Owner," is the owner of the Property on which Contractor furnished labor, materials, supplies and/or equipment pursuant to the Contract.

Contractor represents and warrants to Owner and the County of Hidalgo that the parties listed on Exhibit "B" hereto are all of the laborers, subcontractors and suppliers used by Contractor on the Property covered by the Contract. Contractor further represents and warrants to Owner that following Owner's payment of \$ 16,180.00 through the County of Hidalgo to or on behalf of Contractor, Contractor has been paid the full amount due to Contractor under the Contract, and that Contractor: (i) has likewise paid all its laborers, subcontractors and suppliers who provided labor and materials or supplies or equipment, or any of them, or otherwise, in connection with the Contract; and/or (ii) hereby instructs the County of Hidalgo to pay directly to the parties listed on Exhibit "C" hereto, simultaneously with the execution and delivery of this release, the amount shown by such parties' names, said parties representing all the unpaid laborers, subcontractors and suppliers who provided labor or material or supplies or equipment, or any of them or otherwise, in connection with the Contract. Contractor hereby authorizes Owner and the County of Hidalgo, as well as any escrow agents, construction agents, or title insurance companies, and their respective successors and assigns, to plead this release and waiver, to the extent it is applicable, in any suit or suits brought by Contractor, its successors, heirs, or assigns, or anyone claiming by, through or under the Contractor, to establish a claim against Owner and/or the County of Hidalgo, and/or to establish a lien upon the Property (or to charge the same with any lien) for labor or materials or supplies or equipment, or any of them or otherwise, done, performed, furnished or delivered under the Contract.

Contractor understand and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds related to the construction of improvements on the Property to the Contractor and/or directly to the laborers, subcontractors and suppliers listed on Exhibit "C" hereto.

Contractor understands and agrees that this release in no way discharges Contractor from his obligations of warranty of material and/or workmanship under the Contract. Without limiting the foregoing, Contractor represents and warrants to Owner that all work performed by him or under his direction on the Property has been completed in accordance with plans and specifications and the terms of the Contract.

The person signing this document represents that he or she is fully authorized to do so on behalf of the Contractor.

All of the provisions of this document shall be binding on the Contractor and his successors and assigns and shall inure to the benefit of Owner and the County of Hidalgo and their respective successors and assigns.

Executed effective as of the 5th day of March, 2009

Lazaro Saenz
Signature

Lazaro Saenz, Sr. dba Saenz Paving, Owner
Name and Title

THE STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

This instrument was acknowledged before me on this the 5th day of March, 2009
by Lazaro Saenz, Sr. dba Saenz Paving, owner on and on behalf of
(title)

Lazaro Saenz, Sr. dba Saenz Paving
(an individual).



Lilia A. Quintanilla
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

