

By the Committee on Governmental Operations and
Representative Merchant

1 A bill to be entitled
2 An act relating to liens; amending s. 255.05,
3 F.S.; revising provisions pertaining to the
4 bond of a contractor constructing public
5 buildings; providing for revised time periods
6 for certain claims; revising forms for waiver
7 of right to claim against bond; providing for
8 written statements to the contractor with
9 respect to the nature of labor or services
10 performed in certain circumstances; amending s.
11 713.06, F.S.; revising provisions relating to
12 contractor's affidavit; amending s. 713.132,
13 F.S.; revising requirements pertaining to
14 service of notice of termination; amending s.
15 713.18, F.S.; revising requirements pertaining
16 to service of documents; amending s. 713.23,
17 F.S.; amending the timeframe within which
18 certain actions to enforce a claim against the
19 payment bond may commence; providing a form;
20 creating s. 713.235, F.S.; providing for
21 waivers of right to claim against a payment
22 bond; providing forms; amending s. 713.24,
23 F.S.; revising the process for transferring
24 liens to security; providing an effective date.

25
26 Be It Enacted by the Legislature of the State of Florida:

27
28 Section 1. Paragraph (a) of subsection (1) and
29 paragraphs (a), (b), and (c) of subsection (2) of section
30 255.05, Florida Statutes, are amended, and subsection (8) is
31 added to that section, to read:

1 255.05 Bond of contractor constructing public
2 buildings; form; action by materialmen.--
3 (1)(a) Any person entering into a formal contract with
4 the state or any county, city, or political subdivision
5 thereof, or other public authority, for the construction of a
6 public building, for the prosecution and completion of a
7 public work, or for repairs upon a public building or public
8 work shall be required, before commencing the work or before
9 recommencing the work after a default or abandonment, to
10 execute, deliver to the public owner, and record in the public
11 records of the county where the improvement is located, a
12 payment and performance bond with a surety insurer authorized
13 to do business in this state as surety. The bond must state on
14 its front page:the name, and principal business address, and
15 phone number of the contractor, the surety, the owner of the
16 property being improved, and, if different from the owner, the
17 contracting public entity; the contract number assigned by the
18 contracting public entity; and ~~of both the principal and the~~
19 ~~surety and must contain~~ a description of the project
20 sufficient to identify it, including, if applicable, a legal
21 description and the street address of the property being
22 improved, and a general description of the improvement. Such
23 bond shall be conditioned that the contractor perform the
24 contract in the time and manner prescribed in the contract and
25 promptly make payments to all persons defined in s. 713.01
26 whose claims derive directly or indirectly from the
27 prosecution of the work provided for in the contract. Any
28 claimant may apply to the governmental entity having charge of
29 the work for copies of the contract and bond and shall
30 thereupon be furnished with a certified copy of the contract
31 and bond. The claimant shall have a right of action against

1 the contractor and surety for the amount due him or her,
2 including unpaid finance charges due under the claimant's
3 contract. Such action shall not involve the public authority
4 in any expense. When such work is done for the state and the
5 contract is for \$100,000 or less, no payment and performance
6 bond shall be required. At the discretion of the official or
7 board awarding such contract when such work is done for any
8 county, city, political subdivision, or public authority, any
9 person entering into such a contract which is for \$200,000 or
10 less may be exempted from executing the payment and
11 performance bond. When such work is done for the state, the
12 director of the Department of Management Services may delegate
13 to state agencies the authority to exempt any person entering
14 into such a contract amounting to more than \$100,000 but less
15 than \$200,000 from executing the payment and performance bond.
16 In the event such exemption is granted, the officer or
17 officials shall not be personally liable to persons suffering
18 loss because of granting such exemption. The Department of
19 Management Services shall maintain information on the number
20 of requests by state agencies for delegation of authority to
21 waive the bond requirements by agency and project number and
22 whether any request for delegation was denied and the
23 justification for the denial.

24 (2)(a)1. A contractor or the contractor's agent or
25 attorney may elect to shorten the prescribed time in this
26 paragraph within which an action to enforce any claim against
27 a payment bond provided pursuant to this section may be
28 commenced by recording in the clerk's office a notice in
29 substantially the following form:

30
31

NOTICE OF CONTEST OF CLAIM AGAINST PAYMENT BOND

1 To: ...(Name and address of claimant)...

2 You are notified that the undersigned contests your
3 notice of nonpayment, dated,, and served
4 on the undersigned on,, and that the
5 time within which you may file suit to enforce your claim is
6 limited to 60 days after the date of service of this notice.

7
8 DATED on,

9
10 Signed:...(Contractor or Attorney)...

11
12 The claim of any claimant upon whom such notice is served and
13 who fails to institute a suit to enforce his or her claim
14 against the payment bond within 60 days after service of such
15 notice shall be extinguished automatically. The clerk shall
16 mail a copy of the notice of contest to the claimant at the
17 address shown in the notice of nonpayment or most recent
18 amendment thereto and shall certify to such service on the
19 face of such notice and record the notice. Service is complete
20 upon mailing.

21 2. A claimant, except a laborer, who is not in privity
22 with the contractor shall, before commencing or not later than
23 45 days after commencing to furnish labor, materials, or
24 supplies for the prosecution of the work, furnish the
25 contractor with a notice that he or she intends to look to the
26 bond for protection. A claimant who is not in privity with the
27 contractor and who has not received payment for his or her
28 labor, materials, or supplies shall deliver to the contractor
29 and to the surety written notice of the performance of the
30 labor or delivery of the materials or supplies and of the
31 nonpayment. The notice of nonpayment may be served at any time

1 during the progress of the work or thereafter but not before
2 45 days after the first furnishing of labor, services, or
3 materials, and not later than 90 days after the final
4 furnishing of the labor, services, or materials by the
5 claimant or, with respect to rental equipment, not later than
6 90 days after the date that the rental equipment was last on
7 the job site available for use. No action for the labor,
8 materials, or supplies may be instituted against the
9 contractor or the surety unless both notices have been given.
10 An ~~No~~ action, except for an action exclusively for recovery of
11 retainage, must ~~shall~~ be instituted against the contractor or
12 the surety on the payment bond or the payment provisions of a
13 combined payment and performance bond ~~within~~ after 1 year
14 ~~after~~ from the performance of the labor or completion of
15 delivery of the materials or supplies. An action exclusively
16 for recovery of retainage must be instituted against the
17 contractor or the surety within 1 year after the performance
18 of the labor or completion of delivery of the materials or
19 supplies, or within 90 days after the contractor's receipt of
20 final payment (or the payment estimate containing the owner's
21 final reconciliation of quantities if no further payment is
22 earned and due as a result of deductive adjustments) by the
23 contractor or surety, whichever comes last.A claimant may not
24 waive in advance his or her right to bring an action under the
25 bond against the surety. In any action brought to enforce a
26 claim against a payment bond under this section, the
27 prevailing party is entitled to recover a reasonable fee for
28 the services of his or her attorney for trial and appeal or
29 for arbitration, in an amount to be determined by the court,
30 which fee must be taxed as part of the prevailing party's
31 costs, as allowed in equitable actions.

1 (b) When a person is required to execute a waiver of
2 his or her right to make a claim against the payment bond in
3 exchange for, or to induce payment of, a progress payment, the
4 waiver may be in substantially the following form:

5
6 WAIVER OF RIGHT TO CLAIM
7 AGAINST THE PAYMENT BOND
8 (PROGRESS PAYMENT)
9

10 The undersigned, in consideration of the sum of \$....,
11 hereby waives its right to claim against the payment bond for
12 labor, services, or materials furnished through ...(insert
13 date)... to ...(insert the name of your customer)... on the
14 job of ...(insert the name of the owner)..., for improvements
15 to the following described project:

16
17 (description of project)
18

19 This waiver does not cover any retention or any labor,
20 services, or materials furnished after the date specified.

21
22 DATED ON, ~~19~~....

23 ... (Claimant)...

24 By:.....
25

26 (c) When a person is required to execute a waiver of
27 his or her right to make a claim against the payment bond, in
28 exchange for, or to induce payment of, the final payment, the
29 waiver may be in substantially the following form:

30
31 WAIVER OF RIGHT TO CLAIM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

AGAINST THE PAYMENT BOND (FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of \$...., hereby waives its right to claim against the payment bond for labor, services, or materials furnished to ...(insert the name of your customer)... on the job of ...(insert the name of the owner)..., for improvements to the following described project:

(description of project)

DATED ON, 19....

...(Claimant)...

By:.....

(8) When a contractor has furnished a payment bond pursuant to this section, he or she may, when the state, county, municipality, political subdivision, or other public authority makes any payment to the contractor or directly to a claimant, serve a written demand on any other claimant for a written statement under oath of his or her account showing the nature of the labor or services performed and to be performed, if any; the materials furnished; the materials to be furnished, if known; the amount paid on account to date; the amount due; and the amount to become due, if known, as of the date of the statement by the claimant. Any such demand to a claimant must be served on the claimant at the address and to the attention of any person who is designated to receive the demand in the notice to contractor served by the claimant. The failure or refusal to furnish the statement does not deprive the claimant of his or her rights under the bond if the demand

1 is not served at the address of the claimant or directed to
2 the attention of the person designated to receive the demand
3 in the notice to contractor. The failure to furnish the
4 statement within 30 days after the demand, or the furnishing
5 of a false or fraudulent statement, deprives the claimant who
6 fails to furnish the statement, or who furnishes the false or
7 fraudulent statement, of his or her rights under the bond. If
8 the contractor serves more than one demand for statement of
9 account on a claimant and none of the information regarding
10 the account has changed since the claimant's last response to
11 a demand, the failure or refusal to furnish such statement
12 does not deprive the claimant of his or her rights under the
13 bond. The negligent inclusion or omission of any information
14 deprives the claimant of his or her rights under the bond to
15 the extent that the contractor can demonstrate prejudice from
16 such act or omission by the claimant. The failure to furnish a
17 response to a demand for statement of account does not affect
18 the validity of any claim on the bond being enforced in a
19 lawsuit filed before the date the demand for statement of
20 account is received by the claimant.

21 Section 2. Paragraph (a) of subsection (2), and
22 paragraph (d) of subsection (3) of section 713.06, Florida
23 Statutes, are amended to read:

24 713.06 Liens of persons not in privity; proper
25 payments.--

26 (2)(a) All lienors under this section, except
27 laborers, as a prerequisite to perfecting a lien under this
28 chapter and recording a claim of lien, must serve a notice on
29 the owner setting forth the lienor's name and address, a
30 description sufficient for identification of the real
31 property, and the nature of the services or materials

1 furnished or to be furnished. A sub-subcontractor or a
2 materialman to a subcontractor must serve a copy of the notice
3 on the contractor as a prerequisite to perfecting a lien under
4 this chapter and recording a claim of lien. A materialman to a
5 sub-subcontractor must serve a copy of the notice to owner on
6 the contractor as a prerequisite to perfecting a lien under
7 this chapter and recording a claim of lien. A materialman to a
8 sub-subcontractor shall serve the notice to owner on the
9 subcontractor if the materialman knows the name and address of
10 the subcontractor. The notice must be served before
11 commencing, or not later than 45 days after commencing, to
12 furnish his or her labor, services, or materials, but, in any
13 event, before the date of the owner's disbursement of the
14 final payment after the contractor has furnished the affidavit
15 under subparagraph (3)(d)1. The notice must be served
16 regardless of the method of payments by the owner, whether
17 proper or improper, and does not give to the lienor serving
18 the notice any priority over other lienors in the same
19 category; and the failure to serve the notice, or to timely
20 serve it, is a complete defense to enforcement of a lien by
21 any person. The serving of the notice does not dispense with
22 recording the claim of lien. The notice is not a lien, cloud,
23 or encumbrance on the real property nor actual or constructive
24 notice of any of them.

25 (3) The owner may make proper payments on the direct
26 contract as to lienors under this section, in the following
27 manner:

28 (d) When the final payment under a direct contract
29 becomes due the contractor:

30 1. The contractor shall give to the owner an affidavit
31 stating, if that be the fact, that all lienors under his or

1 her direct contract who have timely served a notice to owner
2 on the owner and the contractor have been paid in full or, if
3 the fact be otherwise, showing the name of each such lienor
4 who has not been paid in full and the amount due or to become
5 due each for labor, services, or materials furnished. The
6 contractor shall have no lien or right of action against the
7 owner for labor, services, or materials furnished under the
8 direct contract while in default for not giving the owner the
9 affidavit; however, the negligent inclusion or omission of any
10 information in the affidavit which has not prejudiced the
11 owner does not constitute a default that operates to defeat an
12 otherwise valid lien. The contractor shall execute the
13 affidavit and deliver it to the owner at least 5 days before
14 instituting an action as a prerequisite to the institution of
15 any action to enforce his or her lien under this chapter, even
16 if the final payment has not become due because the contract
17 is terminated for a reason other than completion and
18 regardless of whether the contractor has any lienors working
19 under him or her or not.

20 2. If the contractor's affidavit required in this
21 subsection recites any outstanding bills for labor, services,
22 or materials, the owner may, after giving the contractor at
23 least 10 days' written notice, pay such bills in full direct
24 to the person or firm to which they are due, if the balance
25 due on a direct contract at the time the affidavit is given is
26 sufficient to pay them and lienors giving notice, and shall
27 deduct the amounts so paid from the balance due the
28 contractor. Lienors listed in said affidavit not giving
29 notice, whose 45-day notice time has not expired, shall be
30 paid in full or pro rata, as appropriate, from any balance
31 then remaining due the contractor; but no lienor whose notice

1 time has expired shall be paid by the owner or by any other
2 person except the person with whom that lienor has a contract.
3 3. If the balance due is not sufficient to pay in full
4 all lienors listed in the affidavit and entitled to payment
5 from the owner under this part and other lienors giving
6 notice, the owner shall pay no money to anyone until such time
7 as the contractor has furnished him or her with the
8 difference; however, if the contractor fails to furnish the
9 difference within 10 days from delivery of the affidavit or
10 notice from the owner to the contractor to furnish the
11 affidavit, the owner shall determine the amount due each
12 lienor and shall disburse to them the amounts due from him or
13 her on a direct contract in accordance with the procedure
14 established by subsection (4).
15 4. The owner shall have the right to rely on the
16 contractor's affidavit given under this paragraph in making
17 the final payment, unless there are lienors giving notice who
18 are not listed in the affidavit. If there are lienors giving
19 notice who are not so listed, the owner may pay such lienors
20 and any persons listed in the affidavit that are entitled to
21 be paid by the owner under subparagraph (d)2. and shall
22 thereupon be discharged of any further responsibility under
23 the direct contract, except for any balance that may be due to
24 the contractor.
25 5. The owner shall retain the final payment due under
26 the direct contract that shall not be disbursed until the
27 contractor's affidavit under subparagraph (d)1. has been
28 furnished to the owner.
29 6. When final payment has become due to the contractor
30 and the owner fails to withhold as required by subparagraph
31 (d)5., the property improved shall be subject to the full

1 amount of all valid liens of which the owner has notice at the
2 time the contractor furnishes his or her affidavit.

3 Section 3. Subsection (1) of section 713.132, Florida
4 Statutes, is amended to read:

5 713.132 Notice of termination.--

6 (1) An owner may terminate the period of effectiveness
7 of a notice of commencement by executing, swearing to, and
8 recording a notice of termination that contains:

9 (a) The same information as the notice of
10 commencement;

11 (b) The recording office document book and page
12 reference numbers and date of the notice of commencement;

13 (c) A statement of the date as of which the notice of
14 commencement is terminated, which date may not be earlier than
15 30 days after the notice of termination is recorded;

16 (d) A statement specifying that the notice applies to
17 all the real property subject to the notice of commencement or
18 specifying the portion of such real property to which it
19 applies;

20 (e) A statement that all lienors have been paid in
21 full; and

22 (f) A statement that the owner has, before recording
23 the notice of termination, served a copy of the notice of
24 termination on the contractor and on each lienor who has given
25 notice. The owner is not required to serve a copy of the
26 notice of termination on any lienor who has executed a waiver
27 and release of lien upon final payment in accordance with s.
28 713.20.

29 Section 4. Section 713.18, Florida Statutes, is
30 amended to read:

31

1 713.18 Manner of serving notices and other
2 instruments.--

3 (1) Service of notices, claims of lien, affidavits,
4 assignments, and other instruments permitted or required under
5 this part, or copies thereof when so permitted or required,
6 unless otherwise specifically provided in this part, must be
7 made by one of the following methods:

8 (a) By actual delivery to the person to be served; or,
9 if a partnership, to one of the partners; or, if a
10 corporation, to an officer, director, managing agent, or
11 business agent thereof.

12 (b) By mailing the same, postage prepaid, by
13 registered or certified mail to the person to be served at her
14 or his last known address and evidence of delivery. If a
15 notice to owner is mailed pursuant to this paragraph within 40
16 days after the date the lienor first furnishes labor,
17 services, or materials, service of that notice is effective as
18 of the date of mailing if the person who served the notice
19 maintains a registered or certified mail log that shows the
20 date the notice was served, the registered or certified mail
21 number issued by the United States Postal Service, the name
22 and address of the person served, and the date stamp of the
23 United States Postal Service confirming the date of mailing.

24 If an instrument served pursuant to this paragraph ~~by this~~
25 ~~method~~ to the last address shown in the notice of commencement
26 or any amendment thereto or, in the absence of a notice of
27 commencement, to the last address shown in the building permit
28 application is not received, but is returned by the United
29 States Postal Service as being "refused," "moved, not
30 forwardable," or "unclaimed," or is otherwise not delivered or
31

1 deliverable through no fault of the person serving the item,
2 then service is effective as of the date of mailing.

3 (c) If neither of the foregoing methods can be
4 accomplished, by posting on the premises.

5 (2) If the real property is owned by more than one
6 person, a lienor may serve any notices or other papers under
7 this part on any one of such owners, and such notice is deemed
8 notice to all owners.

9 (3) Service of notices or copies thereof, permitted or
10 required under this part, may be made by facsimile
11 transmission when the person being served has listed that
12 person's facsimile phone number in the Notice of Commencement.
13 ~~The owner must be served with the Notice to Owner in the~~
14 ~~manner specified in subsection (2) of this section.~~ The
15 lienor's facsimile confirmation sheet with the correct
16 facsimile phone number shall be proof of the date and time the
17 notice was served.

18 Section 5. Paragraph (e) of subsection (1) of section
19 713.23, Florida Statutes, is amended to read:

20 713.23 Payment bond.--

21 (1)

22 (e) No action for the labor or materials or supplies
23 may be instituted or prosecuted against the contractor or
24 surety unless both notices have been given. No action shall
25 be instituted or prosecuted against the contractor or against
26 the surety on the bond under this section after 1 year from
27 the performance of the labor or completion of delivery of the
28 materials and supplies. A contractor or the contractor's agent
29 or attorney may elect to shorten the prescribed time within
30 which an action to enforce any claim against a payment bond
31 provided pursuant to this section or s. 713.245 may be

1 commenced by recording in the clerk's office a notice in
2 substantially the following form:
3 NOTICE OF CONTEST OF CLAIM AGAINST PAYMENT BOND
4
5 To: (Name and address of lienor).....
6 You are notified that the undersigned contests your
7 notice of nonpayment, dated,, and served on the
8 undersigned on,, and that the time within which
9 you may file suit to enforce your claim is limited to 60 days
10 from the date of service of this notice.
11
12 DATED on,
13
14 Signed: ... (Contractor or Attorney)...
15
16 The claim of any lienor upon whom such notice is served and
17 who fails to institute a suit to enforce his or her claim
18 against the payment bond within 60 days after service of such
19 notice shall be extinguished automatically. The clerk shall
20 mail a copy of the notice of contest to the lienor at the
21 address shown in the notice of nonpayment or most recent
22 amendment thereto and shall certify to such service on the
23 face of such notice and record the notice. Service is complete
24 upon mailing.
25 Section 6. Section 713.235, Florida Statutes, is
26 created to read:
27 713.235 Waivers of right to claim against payment
28 bond; forms.--
29 (1) When a person is required to execute a waiver of
30 his or her right to make a claim against a payment bond
31 provided pursuant to s. 713.23 or s. 713.245, in exchange for,

1 or to induce payment of, a progress payment, the waiver may be
2 in substantially the following form:

3 WAIVER OF RIGHT TO CLAIM
4 AGAINST THE PAYMENT BOND
5 (PROGRESS PAYMENT)

6 The undersigned, in consideration of the sum of
7 \$..... hereby waives its right to claim against the
8 payment bond for labor, services, or materials furnished
9 through ... (insert date)..., to ... (insert the name of your
10 customer)... on the job of ... (insert the name of the
11 owner)..., for improvements to the following described
12 project:

13 (description of project)

14
15 This waiver does not cover any retention or any labor,
16 services, or materials furnished after the date specified.

17
18 DATED on

19(Lienor).....

20 By:.....

21
22 (2) When a person is required to execute a waiver of
23 his or her right to make a claim against a payment bond
24 provided pursuant to s. 713.23 or s. 713.245, in exchange for,
25 or to induce payment of, the final payment, the waiver may be
26 in substantially the following form:

27 WAIVER OF RIGHT TO CLAIM
28 AGAINST THE PAYMENT BOND (FINAL PAYMENT)

29 The undersigned, in consideration of the final payment
30 in the amount of \$....., hereby waives its right to claim
31 against the payment bond for labor, services, or materials

1 furnished to ... (insert the name of your customer)... on the
2 job of ... (insert the name of the owner)..., for improvements
3 to the following described project:

4
5 (description of project)

6
7 DATED on

8(Lienor).....

9 By:.....

10 (3) A person may not require a claimant to furnish a
11 waiver that is different from the forms in subsections (1) and
12 (2).

13 (4) A person who executes a waiver in exchange for a
14 check may condition the waiver on payment of the check.

15 (5) A waiver that is not substantially similar to the
16 forms in this section is enforceable in accordance with its
17 terms.

18 Section 7. Section 713.24, Florida Statutes, is
19 amended to read:

20 713.24 Transfer of liens to security.--

21 (1) Any lien claimed under this part may be
22 transferred, by any person having an interest in the real
23 property upon which the lien is imposed or the contract under
24 which the lien is claimed, from such real property to other
25 security by either:

26 (a) Depositing in the clerk's office a sum of money,
27 or

28 (b) Filing in the clerk's office a bond executed as
29 surety by a surety insurer licensed to do business in this
30 state,

31

1 either to be in an amount equal to the amount demanded in such
2 claim of lien, plus interest thereon at the legal rate for 3
3 years, plus \$1,000 or 25 percent of the amount demanded in the
4 claim of lien, whichever is greater, \$500 to apply on any
5 attorney's fees and court costs that ~~which~~ may be taxed in any
6 proceeding to enforce said lien. Such deposit or bond shall be
7 conditioned to pay any judgment or decree which may be
8 rendered for the satisfaction of the lien for which such claim
9 of lien was recorded. Upon making such deposit or filing such
10 bond, the clerk shall make and record a certificate showing
11 the transfer of the lien from the real property to the
12 security and shall mail a copy thereof by registered or
13 certified mail to the lienor named in the claim of lien so
14 transferred, at the address stated therein. Upon filing the
15 certificate of transfer, the real property shall thereupon be
16 released from the lien claimed, and such lien shall be
17 transferred to said security. In the absence of allegations of
18 privity between the lienor and the owner, and subject to any
19 order of the court increasing the amount required for the lien
20 transfer deposit or bond, no other judgment or decree to pay
21 money may be entered by the court against the owner. The clerk
22 shall be entitled to a fee for making and serving the
23 certificate, in the sum of \$10. If the transaction involves
24 the transfer of multiple liens, an additional charge of \$5 for
25 each additional lien shall be charged. For recording the
26 certificate and approving the bond, the clerk shall receive
27 her or his usual statutory service charges as prescribed in s.
28 28.24. Any number of liens may be transferred to one such
29 security.

30 (2) Any excess of the security over the aggregate
31 amount of any judgments or decrees rendered plus costs

1 actually taxed shall be repaid to the party filing the same or
2 her or his successor in interest. Any deposit of money shall
3 be considered as paid into court and shall be subject to the
4 provisions of law relative to payments of money into court and
5 the disposition of same.

6 (3) Any party having an interest in such security or
7 the property from which the lien was transferred may at any
8 time, and any number of times, file a complaint in chancery in
9 the circuit court of the county where such security is
10 deposited, or file a motion in a pending action to enforce a
11 lien, for an order to require additional security, reduction
12 of security, change or substitution of sureties, payment of
13 discharge thereof, or any other matter affecting said
14 security. If the court finds that the amount of the deposit or
15 bond in excess of the amount claimed in the claim of lien is
16 insufficient to pay the lienor's attorney's fees and court
17 costs incurred in the action to enforce the lien, the court
18 must increase the amount of the cash deposit or lien transfer
19 bond.

20 (4) If a ~~no~~ proceeding to enforce a transferred lien
21 is not ~~shall be~~ commenced within the time specified in s.
22 713.22 or if it appears that the transferred lien has been
23 satisfied of record, the clerk shall return said security upon
24 request of the person depositing or filing the same, or the
25 insurer.

26 Section 8. This act shall take effect July 1 of the
27 year in which enacted.

28
29
30
31