

02-1480-CD
R.E. Coleman vs Total Environmental

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02-1480-CD
R.E. COLEMAN ASSOC. vs. TOTAL ENVIRONMENTAL SOLUTIONS

WAIVER OF LIEN

This instrument executed the 26th day of August, 2002, by R.E. COLEMAN ASSOCIATES, INC., a Pennsylvania For Profit Corporation (the "Engineer"), for the benefit of TOTAL ENVIRONMENTAL SOLUTIONS, INC., a Louisiana For Profit Corporation ("Owner").

W I T N E S S E T H

A. Owner has entered into an agreement with Engineer (the "Agreement") which provides for the design, engineering and construction support by Engineer of a wastewater treatment plant ("System") within the meaning of the Pennsylvania Infrastructure Investment Authority Act, on a parcel of ground located in Sandy Township, Clearfield County, Pennsylvania. The improvements to be constructed are herein called the "Project" and the parcel of ground is herein called the "System." The System is more fully described on Exhibit "A" attached to the Loan Agreement. Owner has fee simple title to the System.

B. By the terms of the Agreement, Engineer has covenanted, promised and agreed that no mechanic's or materialmen's liens will be filed or maintained against the Project or the estate or title of Owner in the System or any part thereof, or the appurtenances thereto, either by itself or anyone else for or on account of any work, labor or materials supplied in the performance of the Agreement, or under any supplemental contract or for extra work, or in the erection, construction or completion of the Project on the System or any appurtenance thereto.

FILED

SEP 24 2002

William A. Shaw
Prothonotary

NOW, THEREFORE, in consideration of the Agreement and intending to be legally bound hereby:

(1) WAIVER OF LIEN. Engineer, for itself, its subcontractors, materialmen, laborers and anyone else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanic's lien, or notice of intention to file any lien, and does hereby covenant, promise and agree, to the extent permitted by law, that no mechanic's lien or other lien of any kind whatsoever shall be filed or maintained against the Project or the estate or title of the Owner in the System or the Project or the appurtenances thereto, by or in the name of Engineer, or any subcontractor, materialman or laborer for work done or materials furnished under the Agreement or by any other party acting through or under them or any of them for and about the Project or the System or any part thereof.

(2) INDEPENDENT COVENANT. This Agreement waiving the right of lien shall be an independent covenant, shall operate and be effective irrespective of Owner's performance under the Agreement and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the Project as to any work and labor done and materials furnished under the Agreement.

(3) REMOVAL OF ANY LIEN. If any such mechanic's lien or other lien of any kind whatsoever shall be filed or maintained against the Project or the estate or title of the Owner in the

System or appurtenances thereto, Engineer promptly and at its expense shall cause such lien to be removed or satisfied.

(4) POWER OF ATTORNEY TO SATISFY LIEN. In order to give Owner full power and authority to protect itself, the Project, the System, the estate or title of the Owner therein, and the appurtenances thereto, against any and all liens filed by the Engineer or anyone acting under or through it in violation of the foregoing covenant, the Engineer, to the extent permitted by law, hereby irrevocably authorizes and empowers any Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as Attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of the Engineer or of any subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenant, or cause to be filed and served in connection with such lien or liens, any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, to incorporate therein, as part of the record, the waiver contained in this instrument, and for such act or acts this instrument shall be good and sufficient warrant and authority, and a reference to the court, term and number in which and where this Agreement shall have been filed shall be conclusive evidence of the authority herein contained to warrant such action, and the Engineer for itself and, to the extent permitted by law, for them does hereby remise, release and quitclaim all rights and all manners of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

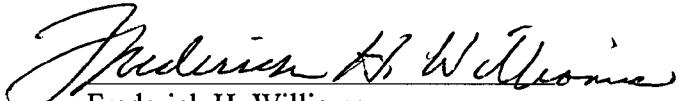
(5) WORK NOT COMMENCED. Engineer hereby represents and warrants that, except as provided for in the Letter of No Prejudice issued by the Pennsylvania Infrastructure Investment Authority on February 15, 2002, no work of any kind or nature has yet been done or will be done on the System and no materials whatsoever have as yet been furnished to the System by anyone under, toward or in connection with the execution or performance of the Agreement.

(6) FILING WITH PROTHONOTARY. This instrument is made and intended to be filed with the Prothonotary in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the undersigned Engineer has executed this instrument as of the day and year first above written.

ATTEST:

R.E. COLEMAN ASSOCIATES, INC.



Frederick H. Williams
Secretary



Ronald E. Coleman
President

(SEAL)

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF CHESTER :

On this, the 26 day of August, 2002, before a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Ronald E. Coleman who acknowledged himself to be the President of R.E. Coleman Associates, Inc., a Pennsylvania For Profit Corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Virginia J. Coleman
Notary Public

NOTARIAL SEAL

Virginia J. Coleman, Notary Public
West Goshen Twp., County of Chester
My Commission Expires Dec. 14, 2001

My Commission Expires: 12/14/2004

ED

Atty Miller
112:57 6/1
SLP 24 2002

2cc Atty Miller

William A. Shaw
Prothonotary