

03-438-CD
Clearfield Municipal Authority vs.
CB& I Constructors, Inc.

SECTION 00560
WAIVER OF LIEN

2003-438-C0

This instrument executed the 1st day of March, 2003, by CB&I CONSTRUCTORS, INC., (the "Contractor"), for the benefit of CLEARFIELD MUNICIPAL AUTHORITY, a municipal entity organized and existing under the laws of the Commonwealth of Pennsylvania ("Owner").

WITNESSETH

A. Owner intends to enter into an agreement (the "Agreement") with the Contractor which provides for the Contractor to perform tasks related to the Clearfield Water Supply System ("System") on tracts of ground located in Lawrence Township, Clearfield County, PA. The improvements to be constructed are herein called "Improvements" designated Contract No. 1: 1.5 MG Moose Creek Water Storage Tank; Moose Creek Water System Improvements on parcels of ground in Lawrence Township, Clearfield County, PA, owned by the Clearfield Municipal Authority.

B. By the terms of the Agreement, Contractor will covenant, promise, and agree that no mechanics' or materialmen's liens will be filed or maintained against the Improvements 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 Improvements on the System or any appurtenance thereto.

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

(1) WAIVER OF LIEN. Contractor, 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 Improvements or the estate or title of the Owner in the System or the Improvements or the appurtenances thereto, by or in the name of Contractor, or any subcontractor, materialman or laborer for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the Improvements or the System or any part thereof.

FILED

01065/sec00560

MAR 27 2003

00560-1

Moose Creek 1.5 MG Water Storage Tank

Moose Creek Well No. 3 Development

Clearfield Municipal Authority

0/12/06/wg
William A. Shaw
Prothonotary

5 Cmt to RGF.

(2) INDEPENDENT COVENANT. This Agreement waiving the right of lien shall be an independent covenant, shall operate and be effective irrespective of the Owner's performance under the Contract 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 Improvements 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 Improvements or the estate or title of the Owner in the System or appurtenances thereto, Contractor 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 Improvements, the System, the estate or title of the Owner therein, and the appurtenances thereto, against any and all liens filed by the Contractor or anyone acting under or through it in violation of the foregoing covenant, the Contractor, 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 or record at the cost and expense of the Contractor 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 a conclusive evidence of the authority herein contained to warrant such action, and the Contractor 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) 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 Contractor has executed this instrument as of the day and year first above written.

WITNESS:

~~ATTEST:~~

CONTRACTOR

Rid J. H.

~~Secretary~~ Ronald J. Hohman
(SEAL) Business Development Manager

(SEE ATTACHED)

Glenn W. Rhines

~~Vice President~~ Glenn W. Rhines
Sales Manager Northern Region

COMMONWEALTH OF PENNSYLVANIA :

: SS

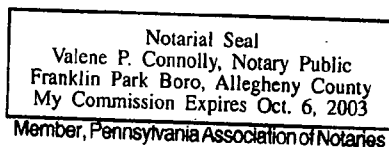
COUNTY OF :

On this, the 1st day of March, 2003, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Glenn W. Rhines who acknowledged himself Sales Manager to be the Northern of CB&I Constructors, Inc. 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.

Valene P. Connolly
Notary Public

My Commission Expires:



01065/sec00560

00560-3 Moose Creek 1.5 MG Water Storage Tank
Moose Creek Well No. 3 Development
Clearfield Municipal Authority

CERTIFICATION OF RESOLUTION AND AUTHORITY

I, **Walter G. Browning**, do hereby certify that I am the duly-elected and acting Secretary of CB&I Constructors, Inc., a Texas corporation, and that as such officer I am duly authorized to make this certificate in behalf of that corporation.


I further certify that by consent in lieu of a meeting dated March 6, 2001, as authorized by Texas law, the Board of Directors of said corporation adopted the following resolution in accordance with the By-laws of said corporation:

RESOLVED, that the President, any Vice-President, the Treasurer, or any regional sales manager, contracting manager, regional construction manager, manufacturing manager, project manager or business development manager heretofore or hereafter appointed by the Company or any other sales representative as may from time to time be designated by any one of the President, any Vice-President or the Treasurer, is authorized to make bids, prepare quotations and submit and receive proposals for contracts; to negotiate and sign contracts and other agreements, bid bonds, performance bonds, and other related documents; and to otherwise bind and obligate the Company in the conduct of its normal business.

I further certify that the foregoing resolution is in full force and effect and that Ronald J. Hohman is a duly designated and authorized Business Development Manager of CB&I Constructors, Inc.

This certificate shall remain in full force and effect for ninety days from the date it bears, unless sooner revoked, but no such revocation shall be effective as to anyone dealing with any individual named in this certificate in reliance hereon unless written notice of such revocation has been received by the person so relying on this certificate.

IN WITNESS WHEREOF, I have hereonto set my hand and the seal of CB&I Constructors, Inc., this 1st day of March, 2003.



Walter G. Browning, Secretary
CB&I Constructors, Inc.