

04-1618-CD  
PPL GENERATION, LLC vs. EARTHMOVERS UNLIMITED, INC.

PPL Generation vs Earthmovers unlimited  
2004-1618-CD

## LIEN WAIVER

This Lien Waiver ("Waiver") is made this 13th day of September, 2004, by Earthmovers Unlimited, Inc., a Pennsylvania corporation (referred to herein as "CONTRACTOR").

WHEREAS, by contract between PPL Generation, LLC, a Delaware corporation (referred to herein as "COMPANY"), and CONTRACTOR of the same date as this Waiver, CONTRACTOR has agreed to perform Wetlands Mitigation (referred to herein as "WORK") at COMPANY's Horning Run Wetlands Replacement Project located in Huston Township, Clearfield County, PA, pursuant to COMPANY's Contract No. 282569-C (referred to therein as "CONTRACT");

WHEREAS, the parties intend that COMPANY shall not be subject to any claim of lien or lien by or on behalf of CONTRACTOR or any subcontractor or any mechanic or materialman or any other person for labor done or materials furnished in connection with the WORK; and

WHEREAS, this Waiver is given by CONTRACTOR in furtherance of the aforesaid purpose and pursuant to the terms of the CONTRACT.

NOW, THEREFORE, in consideration of the foregoing premises, it is hereby understood and agreed that there shall be no lien or right to file a claim of lien against the COMPANY or the lands, buildings, fixtures or premises of COMPANY in and upon which work is to be performed under the terms of the CONTRACT, or the lands, buildings, fixtures, or premises appurtenant thereto, for work or labor done or materials furnished in the performance of the WORK pursuant to the CONTRACT, or any part or parts thereof or extra work thereunder. No such lien or claim of lien shall be filed or in any way attempted to be enforced by or on behalf of CONTRACTOR, or by or on behalf of any subcontractor, supplier, mechanic or materialman or any other person in connection with the performance of the WORK pursuant to the CONTRACT; nor shall there be any claim against COMPANY, its successors or its assigns other than the claims of CONTRACTOR under the CONTRACT. If the CONTRACTOR, or any subcontractor, supplier, mechanic, or materialman or any other person in connection with the performance of the WORK pursuant to the CONTRACT shall file any such mechanic's lien or claim of lien, the COMPANY shall have the right to discharge the lien and to retain out of any payment then due or thereafter to become due to CONTRACTOR, an amount sufficient to completely indemnify it against such lien or other claim with interest, together with the expense incident to discharging such lien, including reasonable attorney's fees and disbursements, all of which the CONTRACTOR agrees to pay.

**FILED**

OCT 15 2004

William A. Shaw  
Prothonotary/Clerk of Courts

CONTRACTOR, intending to be legally bound, hereby certifies and declares that this Waiver was executed and delivered prior to any authority being given to CONTRACTOR to proceed with any of the work pursuant to the CONTRACT. It is the intent of the CONTRACTOR that this Waiver will be promptly recorded in accordance with the law.

IN WITNESS WHEREOF, the CONTRACTOR has executed and delivered this Waiver on the date first set forth above and in the manner set forth below.

WITNESS:

EARTHMOVERS, INC.

By: *Diane A. Niebauer*  
(Signature)

Diane A. Niebauer  
(Printed Name)

By: *John P. Niebauer, Jr.*  
(Signature)

John P. Niebauer, Jr.  
(Printed Name)

president  
(Title)

NOTARY

Subscribed and sworn before me  
this 23 day of Sept., 2004

*Kristin N. Quick*  
Notary Public

(SEAL)

