

Monsanto Enviro-Chem

Monsanto Enviro-Chem Systems Inc.
Corporate Square Office Park
Box 14547
St. Louis, Missouri 63178
Phone: (314) 694-1000

RECEIVED JAN 21 1980

January 17, 1980

Ms. Jean Osborne
ASARCO, Inc.
P. O. Box 1111
El Paso, Texas 79999

Dear Jean:

Please find enclosed two executed copies of the Release of Liens required by our contract. I hope that this now completes your files.

I am sorry for the delay.

Sincerely,

MONSANTO ENVIRO-CHEM SYSTEMS INC.

Julio Serra Jones
Julio Serra-Jones
Estimating & Control Director

JLS-J:jkb

Enclosures

PLAINTIFF'S EXHIBIT

ASA-1132

ASARCO ELP 0007973

WAIVER AND RELEASE OF LIENS

WHEREAS:

Monsanto Enviro-Chem Systems Inc. ("Enviro-Chem"), a Delaware Corporation, entered into an Agreement with ASARCO, Inc. ("Owner") for the erection of one metallurgical, double absorption sulfuric acid plant at El Paso, Texas.

NOW, THEREFORE, WITNESSETH:

Pursuant to said Agreement, Enviro-Chem hereby waives and releases any and all liens and claims or rights to liens, statutory and otherwise, resulting from the construction, against Owner which Contractor may now have or hereafter acquire for materials furnished, labor done, or equipment used in connection with the construction under, or incident to, the said agreement, or for so-called "extra work", whether such materials, labor or equipment were furnished on behalf of Contractor, his subcontractors, vendors or lessors, or his or their employees;

Signed on this 16th day of January, 1980.

MONSANTO ENVIRO-CHEM SYSTEMS INC.

By [Signature]

Title [Signature]

WAIVER AND RELEASE OF LIENS

WHEREAS:

Monsanto Enviro-Chem Systems Inc., a Delaware Corporation, entered into an Agreement with ASARCO, Inc. ("Owner") for the erection of one metallurgical, double absorption sulfuric acid plant at El Paso, Texas and subcontracted the construction of said acid plant to the undersigned, Leonard Construction Company, a Delaware Corporation ("Contractor").

NOW, THEREFORE, WITNESSETH:

Contractor, hereby waives and releases any and all liens and claims or rights to liens, statutory and otherwise, resulting from the construction, against Owner which Contractor may now have or hereafter acquire for materials furnished, labor done, or equipment used in connection with the construction under, or incident to, the said Agreement, or for so-called "extra work", whether such materials, labor or equipment were furnished on behalf of Contractor, his subcontractors, vendors or lessors, or his or their employees;

Signed on this 16th day of January, 1980

LEONARD CONSTRUCTION COMPANY

By

Title

