

01-1291-CD
CHRISTIAN AND MISSIONARY ALLIANCE -vs- J.C. ORR & SON, INC.
CHURCH OF DUBOIS

WAIVER OF RIGHT TO FILE MECHANICS' LIEN

KNOW ALL MEN BY THESE PRESENTS, that THE CHRISTIAN AND MISSIONARY ALLIANCE CHURCH OF DuBOIS, PENNSYLVANIA, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at 1004 South Main Street, DuBois, Clearfield County, Pennsylvania 15801 ("Owner"), and J.C. ORR & SON, INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office at 438 Seventh Avenue, P.O. Box 1152, Altoona, Pennsylvania 16603 ("Contractor"), have entered into a Construction Agreement dated July 16, 2001, ("Contract") relating to the construction of new additions to the existing buildings and other improvements and renovations upon the following described real estate, as part of the consideration for which agreement this Waiver of Liens is given:

ALL that certain piece, parcel, or tract of land lying and being situate in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an existing concrete monument, said monument being along the southern line of lands now or formerly of DuBois Regional Medical Center and also being the northeast corner of lands now or formerly of Palumbo and Miles and the northwest corner of the herein described parcel; thence, South 54° 09' East along lands now or formerly of DuBois Regional Medical Center a distance of 102.87 feet to an existing concrete monument, said monument being the northeast corner of the herein described parcel; thence, South 07° 07' 15" West along lands now or formerly of Amada Marino a distance of 214.23 feet to an existing

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William A. Shaw
Prothonotary

concrete monument; thence, South 39° 15' 00" East along lands now or formerly of Amada Marino and along the southern right-of-way for Sunnyside Avenue (40-foot r/w) a distance of 351.06 feet to an iron pipe or pin; thence, South 60° 18' 00" West a distance of 375.94 feet to a point along South Main Street, said point being the southeast corner of the herein described parcel; thence, North 52° 11' 25" West within Wayne Road a distance of 344.47 feet to an iron pipe or pin, said pipe or pin being the southeast corner of lands now or formerly of Raymond O'Donnell and the southwest corner of the herein described parcel; thence, North 37° 14' 30" East along lands now or formerly of Raymond O'Donnell a distance of 150.00 feet to a point, said point being the northeast corner of said lands of O'Donnell; thence, North 41° 26' 54" West along lands now or formerly of Raymond O'Donnell a distance of 61.19 feet to a point, said point being the northwest corner of said lands of O'Donnell; thence, North 37° 14' 30" East along lands now or formerly of George Shetler and lands now or formerly of Palumbo and Miles a distance of 445.32 feet to an existing concrete monument, the point of beginning. CONTAINING 4.9 acres, more or less.

The above description was prepared by Alexander & Associates, Inc., surveyors, which description was compiled from deeds and conveyances of record and a survey completed by Raymond Mitchell, P.L.S., and Yost Associates, Inc., which was recorded in Clearfield County Miscellaneous Book 143, Page 528, as well as from physical evidence obtained on the land. A map for the subject premises was prepared by Alexander & Associates, Inc., and is filed to Map No. 1281 in the Clearfield County Mapping Dockets of Clearfield, Pennsylvania.

UNDER AND SUBJECT to all exceptions, reservations, restrictions, conditions, and prior conveyances which may appear in the recorded chain of title or which can be discovered from an inspection of the premises.

NOW, THEREFORE, Contractor, intending to be legally bound hereby, in consideration of the sum of One Dollar (\$1.00) to Contractor in hand paid, the receipt and

sufficiency of which are hereby acknowledged, as well as for and in consideration of the entry by Owner into the Contract, does hereby, for Contractor and any and all Subcontractors, materialmen and parties acting for, through or under Contractor, them or any of them, or anyone, covenant and agree with Owner that no mechanics' liens or claims shall be filed or maintained by Contractor, them or any of them, or any one, against the above-described real estate, or the buildings or other improvements erected or to be erected thereon, or any of them, or the estate (including a leasehold estate), interest or title thereto of Owner, for or on account of any work done or materials furnished under the Contract or under any supplemental contract, verbal or written, or contract for extra work relating to the construction and completion of said additions to the existing buildings or other improvements or renovations, or any of them, or otherwise; and Contractor, for Contractor and any and all Subcontractors, materialmen and parties acting through or under Contractor, them or any of them, hereby expressly waives and relinquishes the right to have, file or maintain any mechanics' liens or claims against said real estate or buildings or other improvements or renovations or any of them.

Contractor hereby covenants, promises and agrees that all Subcontractors, material suppliers, and laborers on the work shall look to and hold Contractor personally liable for all subcontracts, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner, or any other person with an estate (including a leasehold estate) in the above-described property, for any work done or labor or

materials furnished under the Contract or otherwise.

This agreement waiving the right of lien shall be an independent covenant 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 construction and completion of the said additions to the existing buildings or other improvements or renovations as to any work and labor done and materials furnished under the Contract aforesaid.

Contractor hereby represents and warrants that prior to the date hereof no work has been done and no materials have been furnished with regard to the construction which is the subject of the Contract or with regard to any supplemental contract, verbal or written, or contract for extra work in or about the construction and completion of any additions to existing buildings or other improvements or renovations on the above-described property.

In order to give Owner and any person having an estate in the above-described property (including a leasehold estate), full power and authority to protect itself and themselves, the above-described property, the additions to the existing buildings or other improvements or renovations to be constructed thereon, and the curtilages appurtenant thereto, against any and all liens or claims filed by the Contractor or anyone acting under or through it in violation of the foregoing covenant by Contractor, the Contractor 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, (a) to the extent permitted by law, to mark satisfied of record at the cost and expense of Contractor or of any Subcontractor, laborer or material supplier, any and all claims or liens filed in violation of the foregoing waiver and covenant, or (b) to cause to be filed and served in connection with such claims or liens (in the name of Contractor or any Subcontractor, laborer or material supplier, or anyone else acting under or through it) 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 Waiver of Liens shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor for itself and for them does hereby remise, release and quitclaim all rights and all manner of errors, defects and imperfections, whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

This agreement and Waiver of Liens is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County of Clearfield, Commonwealth of Pennsylvania, or other proper place in which the above-described lands are located, within

ten (10) days after the date hereof in accordance with the requirements of law in such case provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
this 6th day of August, 2001.

ATTEST:

THE CHRISTIAN AND MISSIONARY ALLIANCE
CHURCH OF DuBOIS, PENNSYLVANIA:

William B. Miles
William B. Miles
Secretary of the Governing Board

(Corporate Seal)

By Reverend G. Edwin Mangham
Reverend G. Edwin Mangham
Chairman of the Governing Board
("Owner")

ATTEST:

J.C. ORR & SON, INC.:

Patricia A. Shoup
Patricia A. Shoup, Secretary

(Corporate Seal)

By Joseph H. Orr III
Joseph H. Orr III, Vice-President
("Contractor")