

02-36-CD  
DUBOIS AREA ECONOMIC DEVELOPMENT -vs- NEW ENTERPRISE STONE AND  
CORPORATION LIME CO., INC.

## CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 2<sup>nd</sup> day of January, 2002, by and between **DUBOIS AREA ECONOMIC DEVELOPMENT CORPORATION**, hereinafter "Owner", of 3 South Brady Street, Suite 205, DuBois, PA 15801, and **NEW ENTERPRISE STONE AND LIME CO., INC.**, hereinafter "Contractor" of R.R.#1, Box 67, West Decatur, PA 16878.

See Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do agree as follows:

1. The Contractor for himself and anyone else acting or claiming through or under him, intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanics' lien, claim or notice of intention to file any lien or claim, and does hereby covenant, promise and agree that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the improvements or the estate or the title of the Owner in the Property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor or any subcontractor, materialmen or laborers 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 Property or any part thereof, or on credit thereof, and that all subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all subcontractors, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owners for any work done or labor or materials furnished under the Contract for and about the erection, construction or completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. The Contractor does hereby remise, release and waive for himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL that certain piece, parcel or lot of ground situate in the Township of Sandy, County of Clearfield, State of Pennsylvania, as more particularly described on Exhibit "A" attached hereto and made a part hereof.

3. 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 erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.

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William A. Shaw  
Prothonotary  
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4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporation shall be joint and several, and the work "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHERE, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

Witness:

Allen R. Wiedemann

NEW ENTERPRISE STONE AND LIME  
CO., INC.

By

Title:

Contractor

DuBOIS AREA ECONOMIC DEVELOPMENT  
CORPORATION

By

Title:

Owner

James H. Chana  
Chairman of the Board

EXHIBIT "A"

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

BEGINNING at a one-inch iron pipe set by this survey, said iron pipe being on the Western right of way for Industrial Drive (50 foot R/W) and being on a curve to the left, and also being the Southeast corner of the herein described parcel; thence South  $84^{\circ} 33' 19''$  West through the lands now or formerly of Developac, Inc., (Deed Book 1687, page 109, dated May 23, 1995, and recorded July 6, 1995) a distance of 78.00 feet to a one-inch iron pipe set by this survey; thence North  $72^{\circ} 24' 49''$  West through the lands now or formerly of Developac, Inc., (Deed Book 1687, page 109, dated May 23, 1985, and recorded July 6, 1995) a distance of 587.82 feet to a one-inch iron pipe set by this survey, said iron pipe being the Southwest corner of the herein described parcel; thence North  $08^{\circ} 54' 43''$  East through the lands now or formerly of Developac, Inc. (Deed Book 1687, page 109, dated May 23, 1995, and recorded July 6, 1995) a distance of 137.14 feet to a one-inch iron pipe set by this survey, said iron pipe being on the City of DuBois and Sandy Township Line and also on the line of lands now or formerly Coke Hill Estates; thence North  $25^{\circ} 28' 13''$  East along the City of DuBois and Sandy Township Line and also along the lands now or formerly Coke Hill Estates a distance of 89.11 feet to an existing iron pin, said iron pin being on the City of DuBois and Sandy Township Line and also on the line of lands now or formerly Coke Hill Estates; thence North  $30^{\circ} 42' 39''$  East along the City of DuBois and Sandy Township Line and also along the lands now or formerly Coke Hill Estates a distance of 51.34 feet to an existing iron pipe set by a previous survey, said iron pipe being the Southwest corner of lands now or formerly Magnet Applications, Inc. (Deed Book 1957, page 63, dated July 21, 1998, Lot Number 3) and also being the Northwest corner of the herein described parcel; thence South  $72^{\circ} 24' 49''$  East along the lands now or formerly of Magnet Applications, Inc. (Deed Book 1957, page 63, dated July 21, 1998, Lot Number 3) a distance of 606.83 feet to an existing iron pipe set by a previous survey, said iron pipe being on the Western right of way for Industrial Drive (50 foot R/W) and also being on a curve to the left, said iron pipe also being the Southeast corner of said lands of Magnet Applications, Inc., and the Northeast corner of herein described parcel; thence along the Western right of way for Industrial Drive (50 foot R/W) by a curve to the left, said curve having a radius of 621.95 feet and an arc length of 250.00 feet, said arc having a chord bearing of South  $06^{\circ} 04' 15''$  West and a chord distance of 248.32 feet to a one-inch iron pipe set by this survey, said iron pipe being on a curve to the left and also being the Southeast corner of the herein described parcel, the place of beginning. Containing 174,240 square feet or 4.00 acres.

SUBJECT to any utility easements which may be of record.

SUBJECT to a ten foot Utility Easement containing an existing water line and an existing gas line along the Western right of way for Industrial Drive, 50 foot Right-of-Way.

BEING a portion of Parcel Number 108 of the Sandy Township Clearfield County Assessment Map Number 128-C3.

BEING the same premises which were conveyed to DuBois Area Economic Development Corporation by deed of Developac, Inc., dated October 19, 1999, recorded December 21, 2000, as Clearfield County Instrument No. 200018776.

FILED

JAN 09 2002

William A. Shaw  
Prothonotary