

02-1021-CD
Mark Sullivan vs Sullivan Company al

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MARK T. SULLIVAN et al -vs- SULLIVAN COMPANY et al

JUN 27 2002

CONTRACTOR'S RELEASE AND WAIVER OF LIENS William A. Shaw
Prothonotary

THIS AGREEMENT made and entered into this 21ST day of May 2002, by and between **MARK T. SULLIVAN AND DANA E. SMITH**, of Du Bois, Clearfield, Pennsylvania, hereinafter "Owner", and **SULLIVAN COMPANY**, of Du Bois, Clearfield County, Pennsylvania, hereinafter "General Contractor"; **GROVES EXCAVATING**, of Du Bois, Clearfield County, Pennsylvania, hereinafter "Subcontractor"; and **HUGHES ENGINEERING**, of Clearfield, Clearfield County, Pennsylvania, hereinafter "Subcontractor";

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

1. The Contractor and Subcontractors for themselves and anyone else acting or claiming through or under them, 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 Owner for any work done or labor or materials furnished

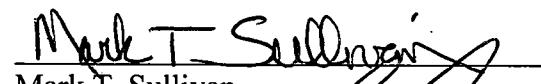
under the Contract for and about the erection, construction and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

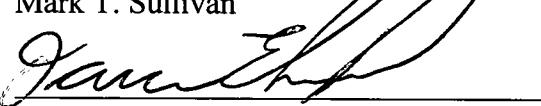
2. The Contractor and Subcontractors as set forth herein do hereby remise, release and waive for themselves, subcontractors and materialmen the right under the Act of Assembly entitled the Mechanics' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL that certain piece, parcel or lot of ground known as Lot E, City of Du Bois, Clearfield County, Pennsylvania, as is more particularly described on Exhibit "A" attached hereto.

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.

4. In the event Contractor and/or Subcontractors consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" and/or Subcontractors 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 WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.


Mark T. Sullivan


Dana E. Smith

SULLIVAN AND COMPANY

BY: Mark T. Sullivan
General Contractor

GROVES EXCAVATING

BY: Alan C. Grove
Subcontractor

HUGHES ENGINEERING

BY: W. J. N. Taylor
Subcontractor

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

BEGINNING at a point, said point being the southwest corner of Lot "F" and being the northwest corner of the herein described parcel; **thence**, South 80° 54' 00" East along the southern line of Lot "F" and lands now or formerly of Isenberg a distance of 144.94 feet to a point, said point being the northeast corner of the herein described parcel; **thence**, South 10° 29' 00" East along the lands now or formerly of Isenberg, Roy, Hangarten, Kessler, and Shaffer a distance of 246.25 feet to a point; **thence**, South 88° 33' 40" East along the lands now or formerly of Shaffer a distance of 28.62 feet to a point on the western right of way for Jared Street; **thence**, South 00° 26' 00" East along the western right of way for Jared Street a distance of 5.02 feet to a point, said point being at the intersection of the western right-of-way for Jared Street and the northern right-of-way for Aspen Way as described in the City of DuBois Ordinance No. 1577 (dated 5/27/1997); **thence**, South 89° 34' 00" West along the right-of-way for Aspen Way as described in the City of DuBois Ordinance No. 1577 (dated 5/27/1997) a distance of 104.92 feet to a point; thence along the right-of-way for Aspen Way as described in the City of DuBois Ordinance No. 1577 (dated 5/27/1997) by a curve to the right, said curve having a radius of 275.00 feet and an arc length of 45.76 feet, said arc having a chord bearing of North 85° 40' 00" West and a chord distance of 45.70 feet, to a point; **thence**, North 80° 54' 00" West along the right-of-way of Aspen Way as described in the City of DuBois Ordinance No. 1577 (dated 5/27/1997) a distance of 57.65 feet to a point; **thence**, North 09° 06' 00" East along the right-of-way of Aspen Way as described in the City of DuBois Ordinance No. 1577 (dated 5/27/1997) a distance of 14.00 feet to a point; **thence**, North 80° 54' 00" West along the right-of-way for Aspen Way as described in the City of DuBois Ordinance No. 1577 (dated 5/27/1997) a distance of 50.00 feet to a point, said point being the southwest corner of the herein described parcel; **thence** North 09° 06' 00" East along the lands now or formerly of Buffalo and Pittsburgh Railroad a distance of 240.31 feet to a point, the place of beginning.

CONTAINING 46,863.7 square feet or 1.08 acres.

BEING subject to any utility easements which may be of record.

BEING Lot E in the Subdivision Plan of Property by L. Robert Kimball & Associates, Inc., for the City of DuBois Redevelopment Authority and as resurveyed and amended by Alexander & Associates, Inc., as a partition of land dated December 7, 2000, and revised December 18, 2000, for the Redevelopment Authority of the City of DuBois. Said lot is also the subject of an Order of the Court of Common Pleas of Clearfield County dated December 2, 2001. Both the partition of land and the Order of Court are intended to be filed in the Office of the Recorder of Clearfield County, Pennsylvania. The above described lot is a portion of the premises which were the subject of a Declaration of Taking filed to No. 95-1424-CD and recorded in Clearfield County Deeds & Records Book 1710, page 396.

FILED

Atty Barkley

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JUN 27 2002
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No cc

W.A. Shaw
Prothonotary