

02-1066-CD
CLEARFIELD COUNTY ECONOMIC -vs- HALLSTROM CONSTRUCTION, INC.
DEVELOPMENT CORPORATION

02-1066-CD

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made this ninth day of July, 2002, between Clearfield County Economic Development Corporation, 209 East Locust Street, Clearfield, PA 16830 ("Owner"), and Hallstrom Construction, Inc., PO Box 648, 101 East Long Avenue, DuBois, PA 15801 ("Contractor").

WHEREAS, by a duly executed written agreement dated July 9, 2002 (the "Contract"), Owners and Contractor have contracted for the construction of a new multi-tenant building (the "Improvements") situate in Clearfield County Techology Park, Route 322, Clearfield, Pennsylvania 15801 (the "Property"), described and incorporated herein; and

WHEREAS, other than some initial sitework, no work has commenced on the Property and no labor or materials have been delivered to the Property or Furnished for the Improvements by Contractor or any sub-contractor or materialmen; and

NOW THEREFORE, the Contractor, for itself, its successors and assigns and anyone else acting or claiming through or under it, for and in consideration of the Contract and the considerations mentioned therein, and intending to be legally bound hereby, does hereby agree as follows:

1. Waiver of Lien. Contractor hereby waives and relinquishes all rights 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 title of Owners in the Property as described in Exhibit "A" or the curtilage or curtilages appurtenant thereto, by or in the name of 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 work shall look to and hold Contractor personally liable for all subcontract, 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. Independent Covenant. 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 said Improvements and as to any work and labor done and materials furnished under the Contract.

3. Public Notice. This Agreement shall be filed in the Clearfield County Prothonotary's Office as public notice hereof.

IN WITNESS WHEREOF, the said parties, intending to be legally bound hereby, set their hands and seals dated the day and year first above written.

FILED

ATTEST:

JUL 09 2002

William A. Shaw
Prothonotary

ATTEST:

Victoria A. Dohr
(Asst) Secretary

OWNERS:

CLEARFIELD COUNTY ECONOMIC DEVELOPMENT CORP.

(SEAL)

CONTRACTOR
HALLSTROM CONSTRUCTION, INC.

Robert E. Gries
President

FILED

Hallstrom Construction

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JUL 09 2002

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Shaw
William A. Shaw
Prothonotary