

02-1216-CD
DONATION HILL PARTNERSHIP -vs- TIM BRITTON CONST. &
WOWQ 102-FRANCIS ROSANA

FILED

E Wm

02-1216-CO

AUG 08 2002
011501 Donation Hill
William A. Shaw PD \$2000
Prothonotary no 2

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this Fifth day of August, 2002, by and among Donation Hill Partnership, of 241 Anderson Lane, Cochranton, Pa. 16314, hereinafter "Owner" and Tim Britton, hereinafter "Contractor", of Tim Britton Const. Ser. DuBois, Pennsylvania, 15801, and JK WO WG 102 - Francis Rosano hereinafter "Tenant" of FIRST MEDIA RADIO, LLC.

WHEREAS, Tenant and Contractor have entered into an Agreement dated 7/24/02, 2002 wherein Contractor will construct certain improvements to the Property described in Paragraph 2, below; and

WHEREAS, the parties hereto intend that the Contractor and all those subcontractors, material suppliers, employees and agents claiming by and through the Contractor waive any rights they may have under the Pennsylvania Mechanics Lien Law.

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 mechanic's 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 does hereby remise, release and waive for himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against ALL that certain piece or parcel of real estate being located partially in the City of DuBois and partially in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

ALL THAT CERTAIN piece or parcel of real estate being located partially in the City of DuBois and partially in Sandy

Township, Clearfield County, Pennsylvania, bounded and described as follows,

BEGINNING at a point at the Southwest corner of tract herein described, which point is also the Northern right of way line of Pa. Route 255, and which point is at the centerline of McCracken Run; thence North 10' 50' 14" East along centerline of McCracken Run a distance of 114.38 feet to a point; thence continuing along the centerline of McCracken Run, North 11' 54' 52" East a distance of 138.81 feet to a point; thence North 3' 17" 54" East a distance of 161.85 feet to a point in McCracken Run, and at the lands of DuBois Lanes, Inc.; thence South 88' 11' 38" East along lands of DuBois Lanes, Inc., a distance of 204.63 feet to a point; thence continuing along lands of DuBois Lanes, South 1' 48' 22" West a distance of 432.09 feet to a point at the Northern right of way of Route 255; thence North 83' 22' 30" West along said right of way a distance of 239.87 feet to a point at PC Station I17+ 61.67, which point is at or near the Eastern bank off McCracken Run; thence North 88' 44' West 12.12 feet to a point in the centerline of McCracken Run, being the place of beginning. Containing 2.14 acres, more or less.

Together with a right of way 50 feet in width which abuts the Eastern boundary of the tract herein described. Said right of way is to be used in common with the property lying to the East deeded to DuBois Lanes, Inc. Such right of way shall be for purposes of ingress, egress and regress in and to the premises described herein perpetually subject to the obligation of common maintenance with the adjoining tract over which this right of way is imposed. The said right of way is 50 feet wide and runs along the Eastern border of the tract herein described, and abuts such eastern border, a total distance of 335 feet.

BEING the same premises conveyed by Sunrise Properties, Inc. as Grantor to James P. Dworetzky and Lisa A. Dworetzky, his wife, by Deed dated June 9, 1994 and recorded on June 21, 1994 in Clearfield County Record Book 1612, page 592.

EXCEPTING all that certain lot, piece or parcel of land, situate, lying and being in the City of DuBois, County of Clearfield, Pennsylvania bounded and described as follows:

BEGINNING at a point on the eastern most line of lands of the Grantors, said point being located North 1' 48' 22" East 282.09 feet from the southeastern most corner of lands of the Grantors; thence through lands of the Grantors North 88' 1' 38" West 208.54 feet, through an iron pin set near the bank of

McCracken Run to a point in the present centerline of McCracken Run; thence along the westernmost line of the Grantors, along line of lands of Cletas Heller and generally following the centerline of McCracken Run North 3° 17' 54" East 150.05 feet to a point for a corner; thence through an iron pin set near the bank of McCracken Run and along the northern most line of the lands of Grantors South 88° 11' 38" East 204.63 feet to an iron pin for a corner; thence along the easternmost line of the lands of the Grantors South 1° 48' 22" West 150.0 feet to an iron pin for a corner, the point and place of beginning containing 0.71 ACRES, more or less.

BEING AND INTENDING TO DESCRIBE a portion of the lands conveyed to James P. Dworetzky and Lisa A. Dworetzky, his wife, by Sunrise Properties, Inc. by deed dated June 9, 1994 and recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania in Deed and Record Book Volume 1612 at Page 592.

Together with a right-of-way in common with the Grantors, their predecessors in title and their successors and assigns, 50 feet in width, which abuts the eastern boundary of the lands of the Grantors and which leads from State Route 0255 to the driveway entrance to lands of the Grantors and to the above described lands; said right-of-way to be used in common with the Grantors, their heirs, successors and assigns, which lands are now or formerly were owned by Sunrise Properties, Inc. The right-of-way granted and conveyed herein shall be for the purpose of ingress and egress in and to the above described premises perpetually, subject to the obligation of common maintenance of the same with others using the same.

SAID EXCEPTION BEING AND INTENDING to describe the property conveyed by James P. Dworetzky and Lisa A. Dworetzky, his wife, to T.K. Motors, Inc. by Deed dated June 22, 1995 recorded in Clearfield County Record Book 1685, page 30 on June 23, 1995.

recorded in the Recorder of Deeds Office, at ~~deed book volume~~ ~~page~~ *DR*

INSTRUMENT #200104967 *AP* *RR*

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 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" 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.

Witness/Attest:

Connie Huey

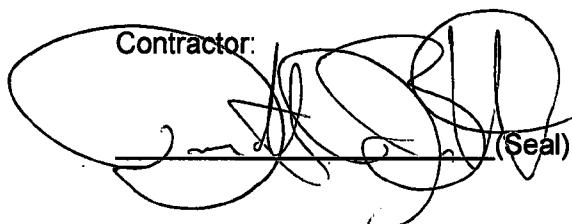
Owner:

 (Seal)

Witness/Attest:

Connie Huey

Contractor:

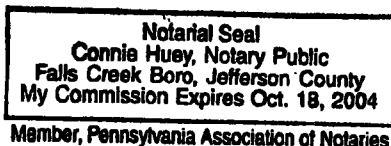
 (Seal)

Witness/Attest:

Connie Huey (Seal)

Tenant:

 By: 



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)

ACKNOWLEDGMENT

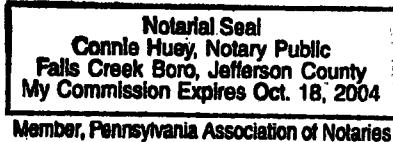
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Jefferson) SS:

On this the 5 day of August, 2002, before me, a Notary Public, the undersigned officer, personally appeared Tim Britton, known to me (or satisfactorily proven) to be the duly appointed representative of Contractor whose name is subscribed to the within instrument, and acknowledged that such representative executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Connie Huey
Notary Public

My Commission Expires:



ACKNOWLEDGMENT

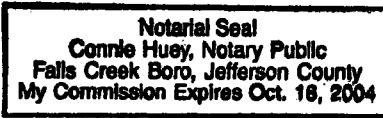
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Jefferson) SS:

On this the 5 day of August, 2002, before me, a Notary Public, the undersigned officer, personally appeared Francis Rosana, known to me (or satisfactorily proven) to be the duly appointed representative of WOWG-102 whose name is subscribed to the within instrument, and acknowledged that such representative executed the same for the purposes therein contained.

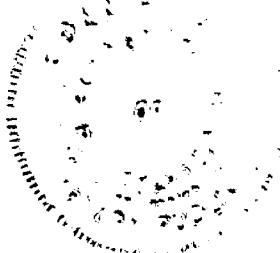
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Connie Huey
Notary Public

My Commission Expires:



Member, Pennsylvania Association of Notaries



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Jefferson) SS:

On this the 5 day of August, 2002, before me, a Notary Public, the undersigned officer, personally appeared Tom Anderson, known to me (or satisfactorily proven) to be the duly appointed representative of Landlord whose name is subscribed to the within instrument, and acknowledged that such representative executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Connie Huey
Notary Public

My Commission Expires:

