

04-950-CD  
80 NORTH PARK PLACE ASSOCIATES vs. RONALD PRINGLE, etal.

80 North Park vs Ronald Pringle  
2004-950-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

80 NORTH PARK PLACE ASSOCIATES, :

Owner :

vs. :

RONALD PRINGLE d/b/a ALL COUNTY :

ROOFING SYSTEMS, :

Contractor :

04-950-02  
2004- -WML

FILED

JUN 18 2004

William A. Shaw  
Prothonotary/Clerk of Courts

**WAIVER OF MECHANIC'S LIEN**

THIS AGREEMENT, waiving the right to file Mechanic's Lien, is made this 14<sup>th</sup> day of June, 2004, between 80 NORTH PARK PLACE ASSOCIATES, a partnership, located at 80 North Park Place, DuBois, Pennsylvania, 15801, hereinafter called "OWNER", and RONALD PRINGLE d/b/a ALL COUNTY ROOFING SYSTEMS, with place of business at R.R., Falls Creek, Pennsylvania 15840, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has agreed to furnish certain materials and labor for the construction of New Roof on all that certain piece or parcel of land situate in the City of DuBois, Clearfield County, to which OWNER took title by deed at Clearfield County Instrument Number 2004 09861, and more particularly described as follows:

**ALL that certain piece or parcel of land situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:**

**BEGINNING at a point, said point being located on the southern line of Park Place, a fifty-foot street, said point also being located South 76° 54' 46" East a distance of 50.38 feet from the eastern line of an unopened fifty-foot street, said point also being the northwest**

54' 46" East a distance of 206.32 feet to a 3/4" iron pipe, said pipe being the northeast corner of the parcel herein described; thence along lands now or formerly of Penn-Haned Corporation South 20° 11' 26" West a distance of 158.78 feet to a point, said point being the southeast corner of the parcel herein described; thence along lands now or formerly of Tri-County Broadcasting Co., intended to be conveyed to Courier-Express Publishing Co., North 69° 54' 46" West a distance of 204.50 feet to a point, said point being the southwest corner of the parcel herein described; thence through lands of which this was a part and intended to be conveyed to Courier-Express Publishing Co., North 20° 05' 14" East a distance of 133.64 feet to a point, the place of beginning. CONTAINING 0.687 acres and being the residual of City of DuBois Parcel #5472 titled in the name of Tri-County Broadcasting Co.

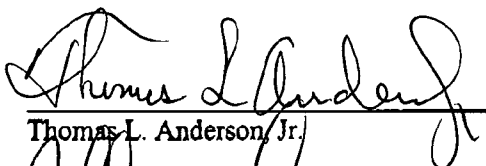
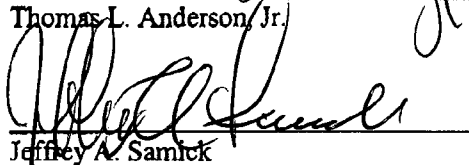
NOW, THEREFORE, it is hereby stipulated by and between the said parties as part of the said Contract and for the consideration set forth, that before any of the above construction is commenced, neither the undersigned CONTRACTOR, any sub-contractor or Materialman, nor any other person furnishing labor or materials to the said CONTRACTOR under the contract above referred to, shall file a lien commonly known as a Mechanic's Lien, for work done or materials furnished to the said building or any part thereof.

This stipulation is made and intended to be filed with the Clearfield County Prothonotary in accordance with the requirements of the Act of Assembly of Pennsylvania in such cases made and provided.


CONTRACTOR acknowledges that he, it or they have inspected the land in question and that no part of it has been disturbed by the CONTRACTOR or any one claiming by or through him prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties have properly executed this Agreement the day and year first above written.

**OWNER:**  
80 NORTH PARK PLACE ASSOCIATES

  
Thomas L. Anderson, Jr.  
  
Jeffrey A. Samick

**CONTRACTOR:**

  
Jerry Paulinellie  
Ronald Pringle

AFFIDAVIT

STATE OF PENNSYLVANIA :  
COUNTY OF MERCER :SS

Before me, the undersigned officer, personally appeared THOMAS L. ANDERSON, JR. and JEFFREY A. SAMICK, partners d/b/a 80 NORTH PARK PLACE ASSOCIATES, who being duly sworn according to law deposes and says that they are the Owner in the foregoing Waiver of Mechanic's Lien, and further that they executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14<sup>th</sup> day of June, 2004.



  
Notary Public

Notarial Seal  
Ranulfo K. Gracilla, Jr., Notary Public  
City of Sharon, Mercer County  
My Commission Expires Oct. 1, 2006

## AFFIDAVIT

STATE OF PENNSYLVANIA

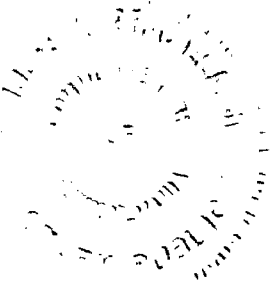
:SS

COUNTY OF *MERCER*

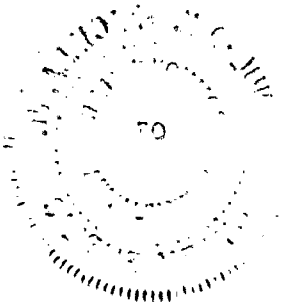
*Ronald Pringle*  
Before me, the undersigned officer, personally appeared ~~JERRY PAULINELLI~~, who  
being duly sworn according to law deposes and says that he is the Contractor in the foregoing  
Waiver of Mechanic's Lien, and further that he executed the foregoing Waiver of Mechanic's Lien  
for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14<sup>th</sup> day of  
June, 2004.

*Ranulfo K. Gracilla, Jr.*  
\_\_\_\_\_  
Notary Public



Notarial Seal  
Ranulfo K. Gracilla, Jr., Notary Public  
City of Sharon, Mercer County  
My Commission Expires Oct. 1, 2006



FILED nbcc

~~6/3/00~~  
JUN 18 2004

Atty Peter Smith

pd. 20.00

William A. Shaw  
Prothonotary/Clerk of Courts