

04-1385-CD
CLARENCE A. CATALDO VS. MARK T. SULLIVAN, et al.

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William A. Shaw
Prothonotary/Clerk of Courts

WAIVER OF RIGHT TO FILE MECHANICS' LIEN

04-1385-QD

KNOW ALL MEN BY THESE PRESENTS, that CLARENCE A. CATALDO, of 49 Nitrate Street, Penfield, Clearfield County, Pennsylvania 15849, ("Owner") and MARK T. SULLIVAN, t/d/b/a SULLIVAN COMPANY, of P.O. Box 1112, DuBois, Clearfield County, Pennsylvania 15801 ("Contractor"), have entered into a Construction Agreement, relating to the construction of a building and other improvements upon the following described premises as part of the consideration for which agreement this Waiver of Liens is given:

ALL that certain piece, parcel or tract of land situate, lying and being in the CITY OF DuBOIS, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe corner of lands of Pennsylvania State University; thence South 75° 25' 32.8" East 520.37 feet to an iron pin on line of Division Street; thence South 20° 43' 27" West 221.83 feet to an iron pin; thence North 74° 59' 59.5" West 496.66 feet along Parcels 2, 3 and 4 to an iron pin; thence North 14° 34' 27" East 216.63 feet to an iron corner pipe, the place of beginning.

CONTAINING 2.55 acres.

Said conveyance is made under and subject to the following exceptions, reservations, covenants and conditions:

1. The premises above-described are under and subject to all outstanding leases of oil and gas and there is hereby excepted therefrom all oil and gas, with rights of ingress and egress for removal of the same.
2. Excepting and reserving all of the coal as the same has been reserved and/or conveyed in prior deeds.
3. Under and subject to all easements, servitudes and right-of-ways pertaining to the above-described premises.

4. Under and subject to an easement fifteen (15') feet in width for a storm drainage ditch and/or storm sewer through the property described herein. Said easement is for the purpose of ingress, egress and regress for maintenance, operation, construction and/or reconstruction of said storm drainage system.
5. Under and subject to an easement fifteen (15') feet in width for construction, operation, repair and maintenance of a sanitary sewer, through the parcel described herein.

NOW, THEREFORE, Contractor, intending to be legally bound hereby, in consideration of the sum of One Dollar (\$1.00) to Contractor in hand paid, the receipt and sufficiency of which are hereby acknowledged, as well as for and in consideration of the entry by Owner into the Contract, does hereby, for Contractor and any and all subcontractors, materialmen and parties acting for, through or under Contractor, him, it, them or any of them, or anyone, covenants and agrees with Owner that no mechanics' liens or claims shall be filed or maintained by Contractor, him, it, them or any of them, or any one, against the above-described real estate, or the buildings or other improvements erected or to be erected thereon, or any of them, or the estate (including a leasehold estate), interest or title thereto of Owner, for or on account of any work done or materials furnished under the Contract or under any supplemental contract, verbal or written, or contract for extra work relating to the construction and completion of said buildings or other improvements, or any of them, or otherwise; and Contractor, for Contractor and any and all subcontractors, materialmen and parties acting through or under Contractor, him, it, them or any of them, hereby expressly waives and relinquishes the right to have, file or maintain any mechanics' liens or claims against said real estate or buildings or other improvements or any of them.

Contractor hereby covenants, promises and agrees that all subcontractors, material suppliers, and laborers on the work shall look to and hold Contractor personally liable for all subcontracts, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner, or any other person with an estate (including a leasehold estate) in the above-described property, for any work done or labor or materials furnished under the Contract or otherwise.

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 construction of the buildings or other improvements as to any work and labor done and materials furnished under the Contract aforesaid.

Contractor hereby represents and warrants that prior to the date hereof no work has been done and no materials have been furnished with regard to the construction which is the subject of the Contract or with regard to any supplemental contract, verbal or written, or contract for extra work in or about the construction and completion of any buildings or other improvements on the above-described property.

In order to give Owner and any person having an estate in the above-described property (including a leasehold estate), full power and authority to protect herself, himself and themselves, the above-described property, the buildings or other improvements to be constructed thereon, and the curtilages appurtenant thereto, against any and all liens or claims filed by the Contractor or anyone acting under or through it in violation of the foregoing

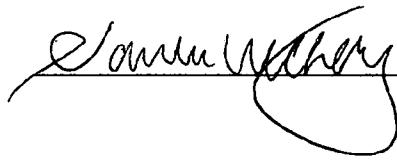
covenant by Contractor, the Contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as attorney for him, it, them, or any of them, in any such Court, and in his, its or their name or names, (a) to the extent permitted by law, to mark satisfied of record at the cost and expense of Contractor or of any subcontractor, laborer or material supplier, any and all claims or liens filed in violation of the foregoing waiver and covenant, or (b) to cause to be filed and served in connection with such claims or liens (in the name of Contractor or any subcontractor, laborer or material supplier, or anyone else acting under or through him, it, or them) any pleading or instrument, or any amendment to any pleading or instrument previously filed by him, it or them, to incorporate therein, as part of the record the waiver contained in this instrument, and for such act or acts this instrument shall be good and sufficient warrant and authority, and a reference to the court, term and number in which and where this Waiver of Liens shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the contractor for himself, itself and for them does hereby remise, release and quitclaim all rights and all manner of errors, defects and imperfections, whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

This agreement and Waiver of Liens is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County of Clearfield, Commonwealth of Pennsylvania, or other proper place in which the above-described lands are located, within

ten (10) days after the date hereof in accordance with the requirements of law in such case provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 3rd day of September, 2004.

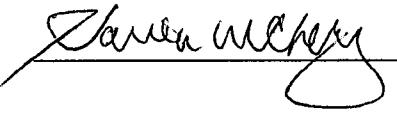
WITNESS:



(SEAL)

Clarence A. Cataldo
("Owner")

WITNESS:



SULLIVAN COMPANY:

By 



(SEAL)

Mark T. Sullivan
("Contractor")