

04-1573-CD 04-1574-CD 04-1575-CD
Stipulation against Liens
Merle Toy, Jr. & Sons, Inc. vs. PC Exploration, Inc.

2004-1574-CD
Merle Toy vs PC Exploration

2004-1573-CD
Merle Toy vs PC Exploration

ORIGINAL

04-1573-05

NO LIEN AGREEMENT

Merle Toy, Jr. & Sons, Inc., a Pennsylvania corporation, with business offices at P.O. Box 117, RD # 1, Worthington, Pennsylvania (the "Contractor"), intending to be legally bound, does hereby fully and completely waive and release for itself, its successors and assigns, and its subcontractors and their respective subcontractors, if any, any and all claim of or right to mechanics' lien, under the statutes of the Commonwealth of Pennsylvania, against or with respect to the premises described as all of those properties and lands in Chest Township, Clearfield County, Pennsylvania upon which the Contractor shall perform natural gas well site work for PC Exploration, Inc. ("PC") under and pursuant to that certain Well Site Job Agreement No. 04-160T entered into as of September 23, 2004 by and between the Contractor and PC (the "Agreement"), the location of said well site construction being more particularly identified and described on the map attached hereto as Schedule A, or any part thereof, any improvement thereon, or with respect to any material, fixtures, apparatus or machinery furnished or to be furnished to the said premises pursuant to the Agreement, or with respect to any money or other consideration which may be due at any time hereafter from PC to the Contractor, which claim of lien might be asserted by reason of the doing, making or furnishing, heretofore or at any time hereafter, by the Contractor, its successors, assigns, materialmen, subcontractors, or sub-subcontractors, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the above-described premises or the improvements thereon.

The Contractor further agrees that upon the completion of the performance of the Agreement, the above-described premises shall be free and clear of any mechanics' liens, not only of the Contractor, but also of any and all of the subcontractors, materialmen, laborers or sub-subcontractors who may furnish any labor, material, services, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with or to the above-described premises in connection with the improvements referred to in the Agreement, whether such liens relate to the above-described premises or to any money or other consideration which may be due at any time hereafter from PC to the Contractor, or from the Contractor to any subcontractors or sub-subcontractors, if any.

The Contractor further agrees that the effect of this waiver shall not be impaired, affected or diminished by any provisions of the Agreement relating to the production, from time to time, of written waivers of liens, nor by any other provisions apparently inconsistent with this waiver.

IN WITNESS WHEREOF, the Contractor has executed this Agreement this 23rd day of September 2004.

ATTEST:

Daniel R. Hallman
Secretary

(Corporate Seal)

MERLE TOY, JR. & SONS, INC.

Merle Toy
President

FILED ^{ICC}
013:3784 PC
Explorat.
OCT 11 2004

PC pd
William A. Shaw
Prothonotary/Clerk of Courts
2000

ATTEST:

J. A. G.
Assistant Secretary

(Corporate Seal)

PC EXPLORATION, INC.

Paul G. Gray
Vice President of Development Operations

ORIGINAL

NO LIEN AGREEMENT

Merle Toy, Jr. & Sons, Inc., a Pennsylvania corporation, with business offices at P.O. Box 117, RD # 1, Worthington, Pennsylvania (the "Contractor"), intending to be legally bound, does hereby fully and completely waive and release for itself, its successors and assigns, and its subcontractors and their respective subcontractors, if any, any and all claim of or right to mechanics' lien, under the statutes of the Commonwealth of Pennsylvania, against or with respect to the premises described as all of those properties and lands in Bell Township, Clearfield County, Pennsylvania upon which the Contractor shall perform natural gas well site work for PC Exploration, Inc. ("PC") under and pursuant to that certain Well Site Job Agreement No. 04-158T entered into as of September 23, 2004 by and between the Contractor and PC (the "Agreement"), the location of said well site construction being more particularly identified and described on the map attached hereto as Schedule A, or any part thereof, any improvement thereon, or with respect to any material, fixtures, apparatus or machinery furnished or to be furnished to the said premises pursuant to the Agreement, or with respect to any money or other consideration which may be due at any time hereafter from PC to the Contractor, which claim of lien might be asserted by reason of the doing, making or furnishing, heretofore or at any time hereafter, by the Contractor, its successors, assigns, materialmen, subcontractors, or sub-subcontractors, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the above-described premises or the improvements thereon.

The Contractor further agrees that upon the completion of the performance of the Agreement, the above-described premises shall be free and clear of any mechanics' liens, not only of the Contractor, but also of any and all of the subcontractors, materialmen, laborers or sub-subcontractors who may furnish any labor, material, services, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with or to the above-described premises in connection with the improvements referred to in the Agreement, whether such liens relate to the above-described premises or to any money or other consideration which may be due at any time hereafter from PC to the Contractor, or from the Contractor to any subcontractors or sub-subcontractors, if any.

The Contractor further agrees that the effect of this waiver shall not be impaired, affected or diminished by any provisions of the Agreement relating to the production, from time to time, of written waivers of liens, nor by any other provisions apparently inconsistent with this waiver.

IN WITNESS WHEREOF, the Contractor has executed this Agreement this 23rd day of September 2004.

ATTEST:

Daniel Hallman
Secretary

(Corporate Seal)

MERLE TOY, JR. & SONS, INC.

L. O. Toy
President

FILED

OCT 11 2004

ATTEST:

Paul A. Shaw
Assistant Secretary

(Corporate Seal)

PC EXPLORATION, INC.

Paul A. Shaw
Vice President of Development Operations

William A. Shaw
Prothonotary

ORIGINAL

NO LIEN AGREEMENT

041575-05

Merle Toy, Jr. & Sons, Inc., a Pennsylvania corporation, with business offices at P.O. Box 117, RD # 1, Worthington, Pennsylvania (the "Contractor"), intending to be legally bound, does hereby fully and completely waive and release for itself, its successors and assigns, and its subcontractors and their respective subcontractors, if any, any and all claim of or right to mechanics' lien, under the statutes of the Commonwealth of Pennsylvania, against or with respect to the premises described as all of those properties and lands in Chest Township, Clearfield County, Pennsylvania upon which the Contractor shall perform natural gas well site work for PC Exploration, Inc. ("PC") under and pursuant to that certain Well Site Job Agreement No. 04-159T entered into as of September 23, 2004 by and between the Contractor and PC (the "Agreement"), the location of said well site construction being more particularly identified and described on the map attached hereto as Schedule A, or any part thereof, any improvement thereon, or with respect to any material, fixtures, apparatus or machinery furnished or to be furnished to the said premises pursuant to the Agreement, or with respect to any money or other consideration which may be due at any time hereafter from PC to the Contractor, which claim of lien might be asserted by reason of the doing, making or furnishing, heretofore or at any time hereafter, by the Contractor, its successors, assigns, materialmen, subcontractors, or sub-subcontractors, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the above-described premises or the improvements thereon.

The Contractor further agrees that upon the completion of the performance of the Agreement, the above-described premises shall be free and clear of any mechanics' liens, not only of the Contractor, but also of any and all of the subcontractors, materialmen, laborers or sub-subcontractors who may furnish any labor, material, services, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with or to the above-described premises in connection with the improvements referred to in the Agreement, whether such liens relate to the above-described premises or to any money or other consideration which may be due at any time hereafter from PC to the Contractor, or from the Contractor to any subcontractors or sub-subcontractors, if any.

The Contractor further agrees that the effect of this waiver shall not be impaired, affected or diminished by any provisions of the Agreement relating to the production, from time to time, of written waivers of liens, nor by any other provisions apparently inconsistent with this waiver.

IN WITNESS WHEREOF, the Contractor has executed this Agreement this 23rd day of September 2004.

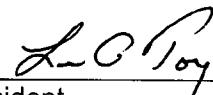
ATTEST:



Daniel L. Hallman
Secretary

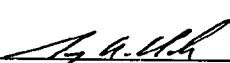
(Corporate Seal)

MERLE TOY, JR. & SONS, INC.



L.C. Toy
President

ATTEST:



J. A. Shaw
Assistant Secretary

(Corporate Seal)

PC EXPLORATION, INC.



Donald L. Toy
Vice President of Development Operations

FILED 10/3/04 PC Exploration
OCT 11 2004 PC pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts



Staple

Staple



04-1576-CD
KIRWIN A. FERRA VS. TREASURE LAKE CONSTRUCTION, LLC

2004-1576-CD
Kirwin Ferrara vs Treasure Lake Const

FILED

09/07/04 200 to Atty

04-1576-CD

OCT 12 2004

CONTRACTOR'S WAIVER OF LIENS

William A. Shaw
Prothonotary

THIS AGREEMENT, made and entered into this 10 day of October, 2004, by and between KIRWIN A. FERRA, of 199 Elbell Road, Punxsutawney, Pennsylvania, 15857, hereinafter "Owner" and TREASURE LAKE CONSTRUCTION, LLC, of 1427 Treasure Lake, DuBois, Pennsylvania 15801, hereinafter "Contractor".

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 tract of land designated as Section No. 3, Lot 56, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Office of the Recorder of Clearfield County.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.

3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

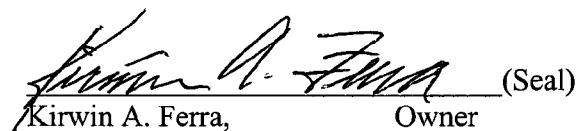
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and 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.

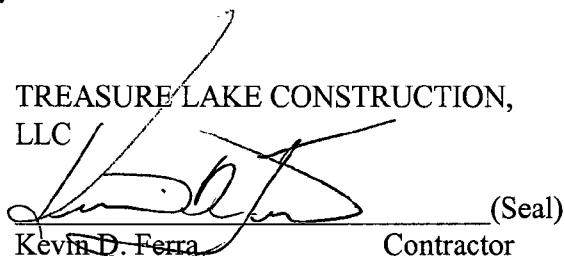


Witness:



Kirwin A. Ferra, (Seal)
Owner

TREASURE LAKE CONSTRUCTION,
LLC



Kevin D. Ferra, (Seal)
Contractor

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

ROSS A. SHAW,
Plaintiff,

v.

VICKY S. SHAW,
Defendant.

* No. 05 - 1576 - CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:
* Defendant

* Counsel of Record for
* this party:

* James A. Naddeo, Esquire
* 207 East Market Street
* PO Box 552
* Clearfield, PA 16830
* (814) 765-1601

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FILED NOCC
1345 PM
MAR 01 2011

William A. Shaw
Prothonotary/Clerk of Courts

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

ROSS A. SHAW, *
Plaintiff, *
*
*
V. * No. 05 - 1576 - CD
*
*
VICKY S. SHAW, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a
Affidavit under Section 3301 (d) of the Divorce Code was served on
the following and in the following manner on the 1st day of March,
2011:

First-Class Mail, Postage Prepaid

David C. Mason, Esquire
409 North Front Street
PO Box 28
Philipsburg, PA 16866

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Defendant