

05-1224-CD
Edward L. Welsh vs Hallstrom

Edward Welch et al vs. Hallstrom-Construct.
2005-1224-CD

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

EDWARD L. WELCH, KATHLEEN M. :
WELCH, GEORGE A. HEIGEL, :
DEBORAH R. HEIGEL, DAVID J. :
HOPKINS and MARGARET M. HOPKINS, :
Owners :

and :

HALLSTROM CONSTRUCTION, :
Contractor :

No. 05-1224-CD

Filed on behalf of: Owners

Type of Pleading: Waiver of
Mechanics Liens

Filed by: Hopkins Heltzel LLP

900 Beaver Drive
DuBois, Pennsylvania 15801
(814) 375-0300

FILED ^{5/}300 Atty + Hopkins
013:43/301 Atty pd. 20.00
AUG 15 2005
William A. Shaw
Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 5th day of August, 2005, by and between EDWARD L. WELCH and KATHLEEN M. WELCH, husband and wife, of 1327 Treasure Lake, DuBois, Pennsylvania 15801, GEORGE A. HEIGEL and DEBORAH R. HEIGEL husband and wife, of 2035 Green Glen Drive, DuBois, Pennsylvania 15801, and DAVID J. HOPKINS and MARGARET M. HOPKINS, husband and wife, of 895 Treasure Lake, DuBois, Pennsylvania 15801, hereinafter "Owners" and HALLSTROM CONSTRUCTION, INC., of 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.

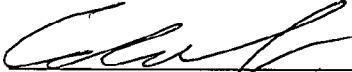
2. The Contractor does hereby remise, release and waive for himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against ALL that certain tract of land situate, lying and being in the City of DuBois, Clearfield County and Commonwealth of Pennsylvania, located on Meadow Lane and bounded and described on Exhibit "A" attached hereto.

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.

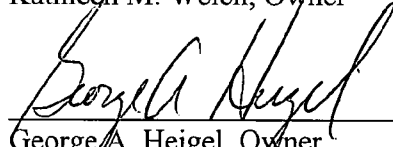
Witness:

 (Seal)
Edward L. Welch, Owner

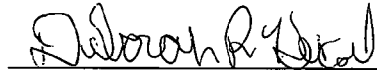
Witness:

 (Seal)
Kathleen M. Welch, Owner

Witness:

 (Seal)
George A. Heigel, Owner

Witness:

 (Seal)
Deborah R. Heigel, Owner

Witness:

 (Seal)
David J. Hopkins, Owner

Witness:

 (Seal)
Margaret M. Hopkins, Owner

Attest:

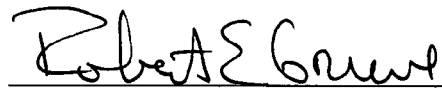
 (Seal)
Hallstrom Construction, Inc., Contractor
By: Robert E. Grieve, President

EXHIBIT "A"

ALL that 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 and the eastern line of an unopened fifty-foot street; thence along the southern line of Park Place South $76^{\circ} 54' 46''$ East a distance of 50.38 feet to a point; thence through lands of which this was a part South $20^{\circ} 05' 14''$ West a distance of 133.64 feet to a point on the original line of lands of Tri-County Broadcasting Co.; thence along said original line of Tri-County Broadcasting Co., South $69^{\circ} 54' 46''$ East a distance of 204.50 feet to a point, said point being the southeast corner of lands of Tri-County Broadcasting Co., and the southwest corner of lands of Penn-Haned Corporation; thence along lands of Penn-Haned Corporation South $20^{\circ} 11' 26''$ West a distance of 315.69 feet to a point; thence continuing along lands of Penn-Haned Corporation South $68^{\circ} 44' 00''$ East a distance of 199.95 feet to a point, said point being the southeast corner of lands of Penn-Haned Corporation and on the line of lands of Pennsylvania State University; thence along the lands of Pennsylvania State University South $29^{\circ} 10' 47''$ East (more properly West) a distance of 50.48 feet to a point, said point being the northeast corner of lands of Student Housing Associates; thence along lands of Student Housing Associates North $68^{\circ} 44' 00''$ West a distance of 200.00 feet to a point; thence continuing along lands of Student Housing Associates South $28^{\circ} 16' 00''$ West a distance of 50.00 feet to a point, said point being the northeast corner of lands of DuBois Business College, Inc.; thence along lands of DuBois Business College, Inc., North $68^{\circ} 44' 00''$ West a distance of 320.24 feet to a point, said point being the northwest corner of DuBois Business College, Inc., and on the eastern line of a fifty-foot unopened street; thence along the eastern line of said unopened street North $28^{\circ} 54' 32''$ East a distance of 542.57 feet to a point, the place of beginning. CONTAINING 3.10 acres.

EXCEPTING AND RESERVING therefrom the following conveyances:

1. Deed from Gray Investment Co., Inc., to DuBois Business College, Inc., dated August 20, 1992, recorded October 27, 1992, in Clearfield County Deeds & Records Book 1493, page 24, consisting of 13,462 square feet or 0.31 acres.
2. Deed of Dedication from Gray Investment Co., Inc., to The City of DuBois dated September 2, 1993, recorded November 2, 1993, in Clearfield County Deeds & Records Book 1566, page 271.

The above premises are more accurately described as follows:

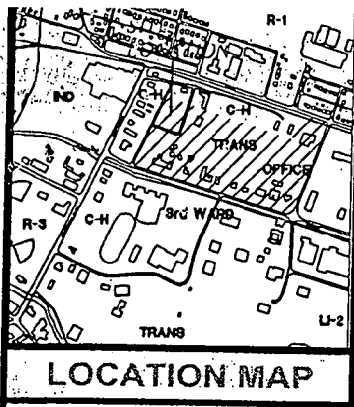
BEGINNING at a point, said point being on the eastern Right-of-Way of Meadow Lane (100' R/W) and the northwest corner of lands now or formerly of DuBois Business College, and being the southwest corner of the herein described parcel; thence, North 28° 54' 32" East along the eastern Right-of-Way for Meadow Lane (100' R/W) a distance of 488.31 feet to a point on the western line of lands now or formerly WCED Radio Station, and being the northwest corner of the herein described parcel; thence, South 33° 35' 36" West along lands now or formerly WCED Radio Station a distance of 122.61 feet to a point; thence, South 69° 54' 46" East along lands now or formerly WCED Radio Station a distance of 204.50 feet to a point, said point being the southeast corner of lands now or formerly WCED Radio Station, and being the northeast corner of the herein described parcel; thence, South 20° 11' 26" West along lands now or formerly Penn Haned Corporation a distance of 315.69 feet to a point; thence, South 68° 44' 00" East along lands now or formerly of Penn Haned Corporation a distance of 200.28 feet to a point; thence, South 29° 01' 47" West along lands now or formerly Pennsylvania State University a distance of 50.48 feet to a point, said point being the southeast corner of the herein described parcel; thence, North 68° 44' 00" West along lands now or formerly DuBois Business College a distance of 471.32 feet to the place of beginning. CONTAINING 102,366 square feet or 2.35 acres.

The said premises are portrayed as Parcel A containing 1.81 acres and Parcel B containing .54 acres on a map or plan prepared by Alexander and Associates, Inc., Falls Creek, Pa., under date of December 16, 2003, and referenced as JN2527-03, a copy of which is attached hereto and made a part of this deed. The parcels have never been subdivided and are assessed as one parcel.

EXCEPTING AND RESERVING to Gray Investment Co., Inc., its successors and assigns, the perpetual, uninterrupted right to an easement for vehicular and pedestrian traffic to the existing 22- foot paved road as portrayed on the map prepared by Alexander and Associates, attached hereto, provided, however, that Grantees, their heirs, executors, administrators, successors and assigns, shall have the right to relocate the easement at Grantees' expense, which provision shall survive.

BEING the residue of premises conveyed to Gray Investment Co. Inc., by deed of Courier-Express Publishing Company, dated May 2, 1989, recorded May 11, 1989, in Clearfield County Deeds & Records Book 1281, page 544, and subsequently re-recorded May 3, 1990, in Clearfield County Deeds & Records Book 1339, page 115 with a corrected acknowledgment.

Grantor herein state that the hereinabove described property is not presently being used for disposal of hazardous waste nor to the best of its knowledge, information and belief has it ever been used for the disposal of hazardous waste. This statement is made in compliance with the Solid Waste Management Act No. 1980-97, Section 405.



Copyright © 2003 Alexander & Associates, Inc. All rights reserved. No part of this drawing may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted in or by any computer or other system without the prior written permission of the surveyor. Copies of this plan without an impression seal are not valid.

NOTE:
Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied by the surveyor. No abstract of title, nor title commitment, nor results of a title search were furnished to the surveyor. There may exist other documents of record that would affect this surveyed parcel.

NOTE:
Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground or situated conditions or facilities that may affect the use or development of this parcel.

S. R. 255

CONSOLIDATED RAIL SERVICE

LOCATION MAP



MEADOW LANE 100' R/W

NORTH

PARK PLACE

W C E D RADIO STATION

PENN HANED CORP.

Parcel "A"

Welch, Heigel, Hopkins

Containing:
78677 SQ. FT.
1.81 ACRES

PENN HANED CORP.

PENN HANED CORP.

Containing:
23,560 SQ. FT.
0.54 ACRES

Parcel "B"
Welch, Heigel, Hopkins

DU BOIS BUSINESS COLLEGE, INC.

Wetlands Statement
Before any construction begins in the surveyed area shown on this map, it is the responsibility of the property owner or contractor to determine if in fact wetlands exist within the surveyed area.



Call Before You Dig!
Pennsylvania Law Requires
3 Working Days Notice For
Construction Phase And 10 Working
Days Notice In Design Stage.
Stop Call
Pennsylvania One Call System, Inc.
1-800-242-1776

Note: Being a portion of lands surveyed by Lee-Simpson Associates, Inc.
for Courier Express Publishing Company, Inc. 12-06-1983 (File No. L-2360)

NOTES:
The word "certify" or "certificate" as shown and used herein means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.

Certification by Surveyor that the Survey and Plans are Correct:
I, **Leon Alexander**, hereby certify that I am a registered Land Surveyor in the Commonwealth of Pennsylvania. I further certify that this plan correctly represents a survey completed by me and that all monuments and markers shown hereon actually exist and that their location, type, and material are accurately shown.

Date: **10-21-04**

Signature of **Leon Alexander**



Graphic Scale: 1" = 50'



REMAINING LANDS
For
GRAY INVESTMENT COMPANY, INC.
CITY OF DUBOIS CLEARFIELD Pennsylvania

Alexander & Associates, Inc.
Land Surveying
112 Church Street, P.O. Box 378
Falm Creek, Pennsylvania, 15660
Phone: (814) 371-5578 Fax: (814) 371-5850
Leon Alexander, P.L.S.
Reg. No. 22867-E

