

Clfd. Co. Housing vs MGM Construction
2005-1251-CD

05-1251-CD
Clearfield Cty Housing Auth vs MGM

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CLEARFIELD COUNTY HOUSING AUTHORITY, CIVIL ACTION
(Plaintiff) Owner

222 Leavy Avenue

(Street Address)

Clearfield, PA 16830

(City, State ZIP)

No. 2005-1251-CV

Type of Case:

Type of Pleading: No Lien Agreement

Filed on Behalf of:

Clearfield County Housing Authority, Owner
(Plaintiff/Defendant)

VS.

MGM Construction, Inc.

(Defendant) Contractor

(Street Address)

(City, State ZIP)

FILED ^(R)

AUG 19 2005

o/m/w/w

William A. Shaw
Prothonotary/Clerk of Courts

GATES & SEAMAN, Attorneys
(Filed by)

2 North Front Street, P. O. Box 846
Clearfield, PA 16830
(Address)

814-765-1766

(Phone)

Andrew Gates
(Signature)

SECTION 00620
NO LIEN AGREEMENT

PROJECT: **MEYERS APARTMENTS PA 65-A-1**
Miscellaneous Repairs – Capital Fund 2003 / 2004
222 Leavy Drive, Clearfield, PA 16830 – See below*

THIS AGREEMENT, made and entered into this 16th day of August, 2005, by and between the Clearfield County housing Authority, hereinafter designated as Owner, and MGM Construction Inc., hereinafter designated as Contractor.

WITNESSETH:

That by a certain contract, of even date herewith, the Contractor, in consideration of the covenants to be performed and payments to be made by or on account of the Owner, did covenant and agree to furnish all labor and materials and perform all work necessary to complete in the most substantial manner and to the satisfaction and acceptance of the Owner.

NOW, THEREFORE, the Contractor, in consideration of the sum of One (\$1.00) Dollar and of the covenants and provisions in said contract contained, does hereby covenant, stipulate and agree, and it is also covenanted, stipulated and agreed in the above recited contract, as follows:

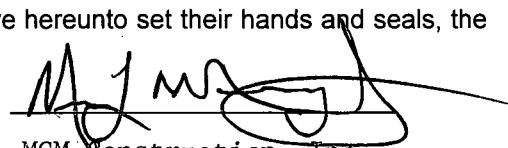
The Contractor will not at any time suffer or permit any mechanics' lien, or any other lien, attachment or other encumbrance, under any laws, regulations or orders, Federal, State or local, or otherwise, by any person or persons, whomsoever, to be put or remain on the building or premises, into or upon which any work is done or labor or materials are furnished under the Contract, for such work, labor or material or by reason of any other claim or demand against the Contractor, and the Contractor will not put any materials on said building to which the Contractor has not obtained absolute title, and the Contractor agrees further, that any mechanics' or other lien, attachment, or other encumbrance or claim of a third party, however, arising (whether through the contractor's or the Clearfield County Housing Authority or any other person's action or inaction and whether valid or invalid) until it is removed shall preclude any and all claim or demand for any payment whatsoever under or by virtue of this Contract, and in the event the same is not removed the Clearfield County Housing Authority at its discretion may remove the same at the expense (including legal fees) of the Contractor, and without regard to the validity or invalidity thereof.

The Contractor expressly agrees further, that no lien shall be attached to the real estate, buildings or structures or any other improvements of the Clearfield County Housing Authority either on behalf of the Contractor herein or on behalf if any subcontractor, mechanic, journeyman, laborer, materialman, or person performing labor upon or furnishing materials or machinery or other equipment or other property for such improvements or premises of said Clearfield County Housing Authority, or on behalf of any other person. Neither the Contractor nor any other person supplying any materials, equipment, machinery or other property, or performing work or labor in or upon the building or the work included in this Contract shall have the right to file a mechanics' lien or claim or any other lien or claim of any nature whatsoever against the building or premises. Should the Clearfield County Housing Authority request it, Contractor agrees to execute any supplemental stipulation or other agreement deemed by the Clearfield County Housing Authority desirable or necessary for the purpose of making the no lien provision of this Contract a matter of record, or the Clearfield County Housing Authority, at the option of the Clearfield County Housing Authority, may file this Contract or a counterpart or executed copy thereof.

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals, the say and year first written.

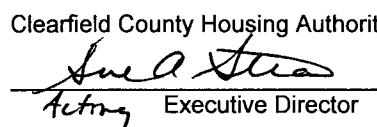
ATTEST

Denicey A. Mair
Witness


MGM Construction, Inc.
Contractor

ATTEST

Denicey A. Mair
Witness


Sue A. Stea
Executive Director

*Further description of realty is attached hereto and made a part hereof as Exhibit "A".

ALL THAT CERTAIN parcel of land situate in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, more particularly described as follows:

BEGINNING at an old iron shaft at the intersection of the West side of Third Street and the Northeast side of Leavy Avenue; thence by Leavy Avenue, North 33° 31' West, 312.5 feet to an iron pipe at a Sixteen (16) foot alley; thence North 26° 05' East, 21.1 feet to an old iron pin at a Sixteen (16) foot alley; thence by said alley, South 88° 45' East, 241.6 feet to an old iron pin at Third Street; and thence by Third Street, South 15° 55' West, 285.3 feet to an old iron shaft, the place of beginning. Being part of Lot No. 6 in the Mossop Addition to Clearfield Borough. The original lot included the Sixteen (16) foot alley to the North of the above described parcel.

TOGETHER WITH the ninety-nine low-rent dwelling units for elderly persons heretofore constructed thereon by the Grantor, in accordance with the plans and specifications therefore, being a part of Project PA 65-1, which plans and specifications were approved by HUD as meeting minimum property standards and/or acceptable alternatives as therein noted and approved; and all equipment, furnishings and tangible property and the structures now located on the above described premises.

EXHIBIT "A"