

05-1253-CD
Clearfield Cty Housing Auth vs WLK
General

Clfd. Co. Housing vs WLK General Constr.
2005-1253-CD

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. 2005-1253-CD

Type of Case: _____

Type of Pleading: No Lien Agreement

Filed on Behalf of:

CLEARFIELD COUNTY HOUSING AUTHORITY, Owner
~~(Plaintiff/Defendant)~~

VS.

WLK GENERAL CONSTRUCTION
~~(Defendant)~~ Contractor

P. O. Box 1422
(Street Address)

Clearfield, PA 16830
(City, State ZIP)

FILED (2)

AUG 19 2005

William A. Shaw
Prothonotary/Clerk of Courts

GATES & SEAMAN, Attorneys
(Filed by)

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

814-765-1766
(Phone)

Andrew Gates
(Signature)

**SECTION 00620
NO LIEN AGREEMENT**

PROJECT: **EDGEWOOD APARTMENTS PA 65 A-2**
Miscellaneous Repairs – Capital Fund 2003 / 2004
R D #4 – Valley View 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 WLK General Construction, 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.

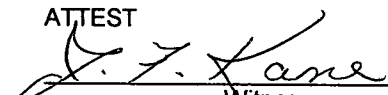
NOW, THEREFORE, the Contractor, in consideration of the sum of One (\$1.00) Dollar and of the covenants and provisions in said contract contained, does hereby covenant, stipulate and agree, and it is also covenanted, stipulated and agreed in the above recited contract, as follows:

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 of 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.

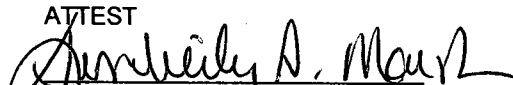
IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals, the say and year first written.

ATTEST


Witness


WLK Construction
Contractor

ATTEST


Witness

Clearfield County Housing Authority


Executive Director

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

ALL THAT CERTAIN parcel of land, located in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe, the Westernmost corner of lands now or formerly of the Lawrence Township School District, said point being on the Northeastern Right-of-Way Line of Township Road #517; thence by said Right-of-Way Line N 54° 19' W, 198.33 feet to an iron pipe; thence by same N 20° 17' W, 226.47 feet to an iron pipe; thence by same N 3° 10' W, 398.33 feet to an iron pipe; thence by same N 23° 51' W, 479.77 feet to an iron pipe; thence by same N 36° 03' W, 247.98 feet to an iron pipe; thence by lands now or formerly of T. H. Aughenbaugh, of which this is a part, S 86° 11' E, 222.68 feet to an iron pipe; thence by same S 39° 12' E, 470.08 feet to an iron pipe; thence by same S 82° 59' E, 760.53 feet to an iron pipe on line of Fred L. Hoover; thence by lands now or formerly of Fred L. Hoover, S 3° 49' W, 384.21 feet to an iron pipe on line of the Lawrence Township School District; thence by lands now or formerly of the Lawrence Township School District, N, 83° 50' W, 344.40 feet to an iron pipe; thence by same S 27° 40' W, 617.27 feet to an iron pipe on the Northeastern Right-of-Way Line of Township Road #517 and the place of beginning.

CONTAINING 15 acres.

TOGETHER with the eighty-one low-rent dwelling units for families 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 alternatives thereto accepted by HUD as therein noted and approved, and all equipment, furnishings and tangible property located on and the structures now located on the above described premises.

EXHIBIT "A"