

05-1396-CD  
Rajel Corporation vs Ronald H Pete

Rajel Corporation vs Ronald H. Pete  
2005-1396-CD

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

RAJEL CORPORATION,  
Owner

vs.

No. 05-1396-CD

RONALD H. PETE,  
Contractor

Type of Pleading: Contractor's Waiver  
of Liens

Filed on behalf of: Owner

Counsel of Record for this party:  
HOPKINS HELTZEL LLP

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Attorney at Law  
Supreme Court No. 42519

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FILED *acc Atty*  
010:37 PM  
SEP 09 2005 *Atty pd. 20.00*

William A. Shaw  
Prothonotary/Clerk of Courts

(70°) degrees twenty-three (23') minutes East, a distance of one hundred eighteen and three-tenths (118.3') feet to an iron pipe; thence South fifty-four (54°) degrees seven (07') minutes East, a distance of forty-two and one-tenth (42.1') feet to an iron pipe; thence South seventy (70°) degrees twenty-three (23') minutes East, a distance of forty-five and one-tenth (45.1') feet to an iron pipe in line of land now or formerly of the DuBois Educational Foundation, Inc.; thence by the line of land now or formerly of the DuBois Educational Foundation, Inc., South twenty (20°) degrees twenty-one (21') minutes West, a distance of two hundred thirty-one and nine-tenths (231.9') feet to an iron pipe; thence still by same North sixty-nine (69°) degrees thirty-nine (39') minutes West, a distance of two hundred fifty and five-tenths (250.5') feet to an iron pipe the southwest corner of land now or formerly of the Tri-County Broadcasting Co.; thence by the easterly line of land now or formerly of Tri-County Broadcasting Co. North twenty (20°) degrees twenty-one (21') minutes East, a distance of one hundred fifty-eight and five-tenths (158.5') feet to an iron pipe and the place of beginning.

The premises above described are subject to easements for the City of DuBois water line, sanitary sewer and storm sewer.

BEING KNOWN as Clearfield County Assessment Parcel # 007.3-017-000-5475 (Control # 007-3-09834) containing dormitory & 1.24 acres.

THE SECOND THEREOF: BEGINNING at an iron pin, said iron pin being on the easterly line of lands of the Tri-County Broadcasting Co., said point also being the southwest corner of a 1.24 acre tract owned by the Penn-Haned Corporation; thence by the southerly line of said Penn-Haned Corporation tract South sixty-nine (69°) degrees thirty-nine (39') minutes East, a distance of two hundred fifty and five-tenths (250.5') feet to an iron pin, said iron pin being on the westerly line of land of the Pennsylvania State University, said point also being the southeast corner of the 1.24 acres tract of the said Penn-Haned Corporation; thence turning to the right by line of lands of the Pennsylvania State University South twenty-eight (28°) degrees forty-six (46') minutes West, a distance of one hundred sixty-nine and eighty-two one-hundredths (169.82') feet to a point, said point also being on the westerly line of land of Pennsylvania State University; thence turning to the right by lands of Tri-County Broadcasting Co., North sixty-nine (69°) degrees thirty-nine (39') minutes West, a distance of two hundred fifty-five and nine-tenths (255.9') feet to a point; thence turning to the right also by lands of Tri-County Braodcastng Co. North twenty (20°) degrees twenty-one (21') minutes East, a distance of one hundred sixty-eight (168') feet to an iron pin and place of beginning. Containing 0.92 acres.

THE THIRD THEREOF: BEGINNING at a point, said point being the northeast corner of the tract herein described; also said point being the southeast corner of lands of Penn-Haned Corporation and on the line of lands of Pennsylvania State University; thence along lands of Pennsylvania State University South twenty-nine (29°) degrees ten (10') minutes forty-seven (47") seconds West, a distance of one hundred fifty-three and seventy-five one-hundredths (153.75') feet to a point, said point being the southeast corner of the tract herein described; thence through lands of

which this was a part North sixty-eight ( $68^{\circ}$ ) degrees forty-four ( $44'$ ) minutes zero (00") seconds West a distance of one hundred ninety-nine and ninety-five one-hundredths (199.95') feet to a point, said point being the southwest corner of the tract herein described; thence continuing through lands of which this was a part North twenty ( $20^{\circ}$ ) degrees eleven (11') minutes twenty-six (26") seconds East, a distance of one hundred forty-seven and sixty-nine one-hundredths (147.69') feet to a point, said point being the northwest corner of the tract herein described and the southwest corner of lands of Penn-Haned Corporation; thence along lands of Penn-Haned Corporation South sixty-nine ( $69^{\circ}$ ) degrees fifty-four (54') minutes forty-six (46") seconds East, a distance of two hundred twenty-three and ninety-two one-hundredths (223.92') feet to a point, the place of beginning. Containing 0.729 acres.

The two parcels described above are combined for assessment purposes by the Clearfield County Bureau of Assessment as Parcel # 007.3-017-000-05475 should be (007.3-017-000-05473) (Control # 007.3-32675) containing building and 1.649 acres.

BEING the same premises granted and conveyed by Gray Investment Company, Inc, a Pennsylvania Corporation, to RAJEL Corporation, a Pennsylvania Corporation, by Deed dated August 1, 2005 and recorded in Clearfield County Instrument Number 2005-11780.

Now, September 8, 2005, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said RAJEL Corporation to the said Ronald H. Pete to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with Ronald H. Pete and the further consideration of One Dollar, to Ronald H. Pete, paid by RAJEL Corporation, it is agreed that no lien shall be filed against the building by the contractor, or any sub-contractor, nor by any of the material men or workmen or any other person for any labor, or materials purchased, or extra labor or materials purchased for the erection of said building, the right to file such liens being expressly waived.

**Witness**, our hands and seals the day and year aforesaid.

Ronald H. Pete  
Ronald H. Pete

**RAJEL CORPORATION**

BY: Ronald H. Pete  
Ronald H. Pete

**FILED**

**SEP 09 2005**

*William A. Shaw  
ProthonotaryClerk of Courts*