

05-1624-CD  
Hallstrom Cons. vs Clearfield

Penn Highlands Clearfield vs Clearfield Hosp  
2005-1624-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Hallstrom Construction Inc.  
(Plaintiff)

CIVIL ACTION

P.O. Box 648, 101 E. Long Ave  
(Street Address)

No. 05-1624-CD

DuBois PA 15801  
(City, State ZIP)

Type of Case: \_\_\_\_\_

Type of Pleading: \_\_\_\_\_

VS.

Filed on Behalf of:

Clearfield Hospital  
(Defendant)

\_\_\_\_\_  
(Plaintiff/Defendant)

809 Turnpike Ave  
(Street Address)

Clearfield PA 16830  
(City, State ZIP)

**FILED**

9/1:55 Lm

OCT 20 2005

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p/fb  
100 p/fb.

William A. Shaw  
Prothonotary

Annette D. Roy  
(Filed by)

101 E Long Ave DuBois PA 15801  
(Address)

814-371-4334  
(Phone)

Annette D. Roy  
(Signature)

05-1624-CD

**WAIVER OF RIGHT TO FILE MECHANIC'S LIEN**

MADE as of the 20th day of October, 2005, by and among  
Clearfield Hospital  
with a principal office and place of business located at 809 Turnpike Avenue, Clearfield  
County, Clearfield, Pennsylvania 16830 hereinafter  
referred to as Owner;

AND

HALLSTROM CONSTRUCTION, INC., a Pennsylvania Corporation, with its principal  
office located in the City of DuBois, Clearfield County, Pennsylvania, hereinafter  
referred to as Contractor.

WHEREAS, Owner has entered into a contract with Contractor to provide  
materials and perform labor necessary to Construct a New Cancer Treatment  
Facility

located upon premises situate in Borough of Clearfield, Clearfield County,  
Pennsylvania,

bounded and described as follows, to wit:

All that parcel of land known as Lot 1 of the Clearfield Hospital Lot Consolidation  
Survey dated February 15, 2005, lying on the north east corner of the intersection of  
Turnpike Avenue, also known as Township Road T-971, and McBride Street, in  
Clearfield Borough, Clearfield County, Pennsylvania and being more particularly  
described as follows:

BEGINNING at a  $\frac{3}{4}$  inch rebar set on the eastern side of a 40 foot wide right-of-way  
line of Turnpike Avenue and the northern side of a 50 foot wide right-of-way line of  
McBride Street, being the southwestern corner of Lot 1 of the said consolidation plan of  
the land herein conveyed and running:

Thence, north 04 degrees 53 minutes 36 seconds west a distance of 150.93 feet, along the  
eastern right-of-way line of Turnpike Avenue to a  $\frac{3}{4}$  inch rebar set;

Thence, 49.17 feet along an arc of a circle, curving to the left with a 1120.00 foot radius, along chord of which bears north 06 degrees 90 minutes 04 seconds west a distance of 49.17 feet, along the eastern right-of-way line of Turnpike Avenue to a ¾ inch rebar set;

Thence, south 89 degrees 55 minutes 19 seconds east a distance of 385.09 feet; through the lands of Clearfield Hospital to a mag nail set in the pavement on the western right-of-way line of Doctors Drive;

Thence south 01 degrees 41 minutes 49 seconds west a distance of 200.26 feet along Doctors Drive to a ¾ inch rebar set on the northern right-of-way line of McBride Street;

Thence, north 89 degrees 46 minutes 27 seconds west a distance of 361.02 feet; along the northern right-of-way line of McBride Street to a ¾ inch rebar set and the place of beginning;

Containing 1.708 acres and known as Lot 1 of the Clearfield Hospital Lot Consolidation Plan dated February 15, 2005, and shown on map prepared by Curry and Associates. Bearings above are based on true north. Being a consolidation of lands that were conveyed to the grantor in deed book 257 page 32; deed book 732 page 452, deed book 575 page 431 and deed book 796 page 274.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the parties hereto, as part of the said contract and for the consideration therein set forth, that neither the undersigned Contractor, any subcontractors, materialmen, or mechanic, nor any other person furnishing labor or materials to the said Contractor under this contract shall file any mechanic's or other lien or claim for work done or material furnished in or about the performance of said contract against the ground upon which the structure or work herein provided for is erected or done or against any structure or property whatsoever covered by said contract.

THIS stipulation is specifically made with the purpose and intent that it be filed in the Prothonotary's Office of Clearfield County, Pennsylvania, in accordance with an under and by virtue of an Act titled Mechanics' Lien Law of

1963, P.L. 1175, No. 497, as amended, in order to operate as a complete waiver by the Contractor and all subcontractors of the right to file any mechanic's liens, of any nature and in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Waiver to be duly executed as of the day and year first above written.

WITNESS:

Brian P. Gorman

ATTEST:

By Robert E. Grieve

Robert E. Grieve, President