

06-212-CD  
Marta Track Cons. vs Clearfield

Marta Track Cons vs clfd Foundation  
2006-212-CD

06-212-CJ

## Mechanic's Lien Waiver

THIS INSTRUMENT is executed this 3rd day of February, 2005, by  
Marta Track Constructors, Inc ("Contractor") in favor of The Clearfield Foundation ("Owner").

WITNESSETH:

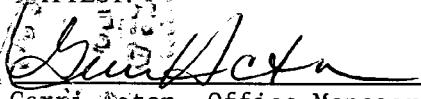
1. Owner and contractor intend to enter into a certain contract ("contract") in connection with Contract No. CF 25-01: Industrial Track Rehabilitation and Construction project upon a plot of ground being all that certain piece or parcel of land known as the Clearfield Fireman's Industrial Park, Clearfield, Pennsylvania 16830. ("property"). See Exhibit "A" attached hereto.
2. Contractor has, by this instrument and the promises contained herein, covenanted, promised and agreed that no mechanic's or materialmen's liens shall be filed or maintained against the estate or title of owner in the property or any part thereof, or the appurtenances thereto, either by itself or anyone else acting or claiming through or under it for or on account of any work, labor or materials supplied in the performance of the work under the contract or under any supplemental contract or for extra work.

NOW, THEREFORE, in consideration of the contract and the covenants of owner therein contained, and intending to be legally bound hereby:

1. Contractor, for itself and anyone else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanic's or materialmen's lien, or notice of intention to file any lien, and does hereby covenant, promise and agree that no mechanics' lien or other lien of any kind whatsoever shall be filed or maintained against the estate or title of owner in the property or the appurtenances thereto, by or in the name of contractor, or any subcontractor, materialman or laborer acting or claiming through or under for work done or materials furnished in connection with the contract or by any other party acting through or under them or any of them for and about the property or any part of it.
2. This agreement waiving the right of lien shall be an independent covenant by contractor and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in connection with the above-described project on the property to the same extent as any work and labor done and materials furnished under the contract.
3. In order to give owner full power and authority to protect itself, the property, the estate or title of owner therein, and the appurtenances thereto, against any and all liens filed by contractor or anyone acting under or through it in violation of the foregoing covenant, contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to (I) appear as attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by Law, mark satisfied of record at the cost and expense of contractor or of any subcontractor or materialman, any and all Lien or Liens, filed in violation of the foregoing covenant, or (ii) cause to be filed and served in connection with such Lien or Liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, and to incorporate therein, as part of the record, the waiver contained in this instrument; and for such act or acts this instrument shall be good and sufficient warrant and authority. A reference to the court, term and number in which and where this agreement shall have been filed shall be conclusive evidence of the authority herein to warrant such action, and contractor, for itself and for them, hereby remises, releases and quit-claims all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them. In the event anyone acting through or under contractor shall so file a Lien in violation of the foregoing covenant, owner may not exercise its rights under this Paragraph 3 unless such Lien has not been stricken or discharged (by payment, posting of a bond or other means) for a period of ten days after notice of such Lien shall have been received by contractor.

IN WITNESS WHEREOF, Contractor has executed this instrument as of the day and year first above written.

ATTEST:

  
 Gerri Acton, Office Manager

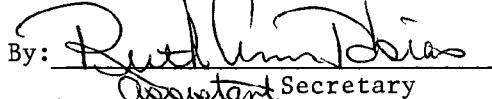
BY

:   
 Frank Schaffold, Regional Manager

FILED  
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 No CC

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ATTEST:

  
 By: Ruth Ann D'Amico  
 Assistant Secretary

By:

  
 The Clearfield Foundation  
 President

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

## \*RETURN DOCUMENT TO:

Instrument Number - 200517241

Recorded On 10/11/2005 At 2:51:49 PM

\* Instrument Type - DEED

\* Total Pages - 7

Invoice Number - 137627

\* Grantor - CLEARFIELD VOLUNTEER FIRE DEPARTMENT, FAIR & PARK BOARD

\* Grantee - CLEARFIELD FOUNDATION

\* Customer - BELIN & KUBISTA

### \* FEES

STATE TRANSFER TAX	\$1,512.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$17.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
CLEARFIELD AREA	\$756.00
SCHOOLS REALTY TAX	
LAWRENCE TOWNSHIP	\$756.00
TOTAL	\$3,056.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

County Parcel No.:

# This Deed

MADE the 10<sup>th</sup> day of October in the year Two Thousand Five (2005).

BETWEEN CLEARFIELD VOLUNTEER FIRE DEPARTMENT, FAIR & PARK BOARD, a non-profit corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, having an office and place of business at P.O. Box 712, Clearfield, Pennsylvania, hereinafter referred to as the "GRANTOR";

-And-

THE CLEARFIELD FOUNDATION, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an office and place of business at 125 East Market Street, Clearfield, Pennsylvania, Clearfield County, Pennsylvania, 16830, hereinafter referred to as the "GRANTEE".

WITNESSETH, that in consideration of the sum of one hundred fifty-one thousand two hundred (\$151,200.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, its successors and assigns forever,

ALL those three (3) certain lots or parcels of land situated in Lawrence Township, Clearfield County, Pennsylvania bounded and described in accordance with a survey thereof by L. Robert Kimball & Associates dated August 31, 2005 as follows;

THE FIRST THEREOF:

BEGINNING at the point on the northern right-of-way of Township Road T-605 (Industrial Park Road) and the southeast corner of land now or formerly of New Enterprise Stone & Lime Co., Inc. also being the southwest corner of the property herein described;

Thence along the line of lands of said New Enterprise North 00 degrees 37 minutes 17 seconds East 805.63 feet to an iron pin on southwest corner of land now or formerly of The Clearfield Volunteer Fire Dept.;

Thence along the line of lands of said Clearfield Volunteer Fire Dept. South 88 degrees 28 minutes 47 seconds East 347.48 feet to a point;

Thence by the same North 00 degrees 49 minutes 22 seconds East 232.11 feet to a point and the southwest corner of Lot 4;

Thence along the line of lands of Lot 4 the following course and distances:

North 55 degrees 14 minutes 06 seconds East 523.34 feet to a point,  
South 59 degrees 52 minutes 49 seconds East 324.67 feet to a point and the northwest corner of Lot 2,  
Thence along the western line of lands of Lot 2 the following course and distances:  
South 30 degrees 07 minutes 11 seconds West 952.60 feet to a point;  
By a curve to the left having a radius of 502 feet arc length of 109.44 chord bearing South 23 degrees 52 minutes 28 seconds West chord distance 109.22 feet to a point;  
South 17 degrees 37 minutes 45 seconds West 351.73 feet to a point on the northern right-of-way of Township Road T-605 (Industrial Park Road);  
Thence along said right-of-way line North 72 degrees 27 minutes 05 seconds West 204.06 feet to a point;  
Thence along said right-of-way by a curve to the left having a radius of 748.20 feet arc length of 250.31 chord bearing North 82 degrees 14 minutes 59 seconds West chord distance 249.15 feet to an iron pin and place of beginning. Containing 17.80 acres.

**BEING** Lot #1 in the Clearfield Logistics Facility Subdivision Plan recorded at Instrument Number 200516675. Being a portion of tracts acquired by Grantor in those deeds dated December 18, 1970, recorded in the office of the Record of Deeds of Clearfield County in Deed Book 571 Page 289 and dated November 24, 1970 and recorded in Deed Book 731 Page 084.

THE SECOND THEREOF:

BEGINNING at the point on the northern right-of-way of Township Road T-605 (Industrial Park Road) and the southeast corner of Lot 1, also being the southwest corner of the property herein described;

Thence along the line of lands of Lot 1 North 17 degrees 37 minutes 45 seconds East 351.73 feet to a point,

Thence by a curve to the right having a radius of 502.00 feet arc length of 109.44 chord bearing North 23 degrees 52 minutes 28 seconds East chord distance 109.22 feet to a point;

Thence by the same North 30 degrees 07 minutes 11 seconds East 952.60 feet to a point on the line of lands of Lot 4;

Thence along the line of lands of Lot 4 the following course and distances:

South 59 degrees 52 minutes 49 seconds East 60.00 feet to a point;

South 30 degrees 07 minutes 11 seconds West 677.34 feet to a point and the northwest corner of Lot 3;

Thence along the western line of lands of Lot 3 the following course and distances:

South 30 degrees 07 minutes 11 seconds West 275.26 feet to a point;

By a curve to the left having a radius of 442.00 feet arc length of 96.36 chord bearing South 23 degrees 52 minutes 28 seconds West chord distance 96.17 feet to a point;

South 17 degrees 37 minutes 45 seconds West 351.31 feet to a point on the northern right-of-way of Township Road T-605 (Industrial Park Road);

Thence along said right-of-way line North 72 degrees 46 minutes 27 seconds West 60.00 feet to a point and place of beginning. Containing 1.94 acres.

**BEING** Lot #2 in the Clearfield Logistics Facility Subdivision Plan recorded at Instrument Number-  
Being a portion of a larger tract acquired by Grantor in that deed dated December 18, 1970, recorded in  
the office of the Record of Deeds of Clearfield County in Deed Book 571 Page 289.

THE THIRD THEREOF:

BEGINNING at the point on the northern right-of-way of Township Road T-605 (Industrial Park Road) and the southeast corner of Lot 2, also being the southwest corner of the property herein described;

Thence along the line of lands of Lot 2 North 17 degrees 37 minutes 45 seconds East 351.31 feet to a point;

Thence by a curve to the right having a radius of 442.00 feet arc length of 96.36 chord bearing North 23 degrees 52 minutes 28 seconds East chord distance 96.17 feet to a point;

Thence by the same North 30 degrees 07 minutes 11 seconds East 275.26 feet to a point and the southwest corner of Lot 4;

Thence along the line of lands of Lot 4 the following course and distances:

South 59 degrees 52 minutes 49 seconds East 510.00 feet to a point;

South 30 degrees 07 minutes 11 seconds West 87.15 feet to a point;

By a curve to the right having a radius of 525.00 feet arc length of 127.97 chord bearing South 23 degrees 08 minutes 13 seconds West chord distance 127.65 feet to a point;

South 16 degrees 09 minutes 15 seconds West 383.46 feet to a point on the northern right-of-way of Township Road T-605 (Industrial Park Road);

Thence along said right-of-way line the following course and distances:

North 73 degrees 50 minutes 45 seconds West 280.41 feet to a point;

North 72 degrees 56 minutes 25 seconds West 266.39 feet to a point and place of beginning. Containing 8.06 acres.

**BEING** Lot #3 in the Clearfield Logistics Facility Subdivision Plan recorded at Instrument Number-  
Being a portion of a larger tract acquired by Grantor in that deed dated December 18, 1970, recorded in  
the office of the Record of Deeds of Clearfield County in Deed Book 571 Page 289.

**SUBJECT, HOWEVER,** to all exceptions and reservations contained in the prior chain of title.

**TOGETHER** with all and singular, the improvements, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever of the said party of the first part in law, equity, or otherwise, howsoever, of, in, and to the same and every part thereof.

**TO HAVE AND HOLD** the said hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successor and assigns, **FOREVER**.

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Clay Dalt

Treasurer

*CLFD Foundation*  
*David J. Gallagher*  
President

This 10<sup>th</sup> day of October, 2005.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED, OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended).

AND the said Grantor will SPECIALLY warrant and forever defend the property hereby conveyed.

"THIS Deed is made under and by virtue of a Resolution of the Board of Directors of the Grantor duly passed at a regular meeting thereof, held on the 29th day of September, 2005, a full quorum being present, authorizing and directing the same to be done."

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

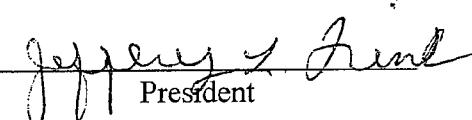
Sealed and delivered  
in the presence of:

Attest:

  
Secretary

Clearfield Vol. Fire Dept.,  
Fair & Park Board

By

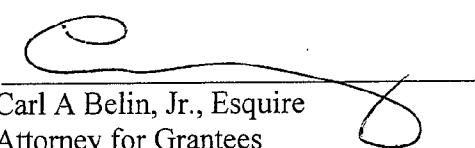
  
President

{SEAL}

### Certificate of Residence

I hereby certify that the precise address of the Grantee herein is as follows:

P.O. Box 250  
125 East Market Street  
Clearfield, PA 16830

  
Carl A Belin, Jr., Esquire  
Attorney for Grantees

Commonwealth Of Pennsylvania

:

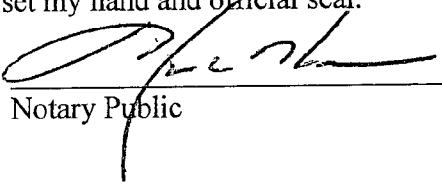
: ss.

County Of Clearfield

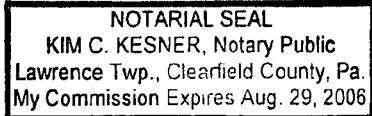
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On this, the 10<sup>th</sup> day of October, 2005, before me, the undersigned authority, personally appeared Jeffery L. Fink, President of The Clearfield Volunteer Fire Department, Fair & Park Board, and acknowledged that as such officer he is authorized on behalf of the corporation to execute the within instrument by signing the name of the corporation by himself as President and further that he did so for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



**BELIN & KUBISTA**

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.  
KIMBERLY M. KUBISTA  
JOHN R. RYAN

CARL A. BELIN  
1901-1997

AREA CODE 814  
TELEPHONE 765-8972  
FAX (814) 765-9893

February 9, 2006

To the Prothonotary:

Please make certain that the attached Stipulation Against Liens is docketed on the Mechanic's Lien Docket and Judgment Docket as follows:

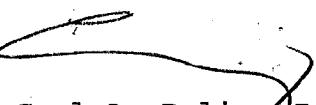
MARTA TRACK CONSTRUCTORS, INC., Plaintiff  
vs.  
THE CLEARFIELD FOUNDATION, Defendant

and

THE CLEARFIELD FOUNDATION, Plaintiff  
vs.  
MARTA TRACK CONSTRUCTORS, INC., Defendant

Very truly yours,

BELIN & KUBISTA

  
Carl A. Belin, Jr.

CABjr/lgb

Attachment