

Garred Real Estate vs Hallstrom Con. Inc.

2006-1462-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GARRED REAL ESTATE INVESTMENT : No. 06 - 1462 C.D.
CO., LLC, :
Plaintiff, : Type of Pleading:
vs. : CONTRACTOR'S WAIVER OF LIENS
: :
HALLSTROM CONSTRUCTION, INC., : Filed on Behalf of: GARRED REAL
Defendant. : ESTATE INVESTMENT CO., LLC,
: Plaintiff
: Counsel of Record for this Party:
: :
: PAULA M. CHERRY, ESQ.
: Supreme Court No.: 36023
: :
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
: :
: (814) 371-5800
: :
: :

FILED *Atty pd.*
d3.15.01 20.00
SEP 08 2001
5 *ICC Atty Cherry*
William A. Shaw
Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 29 day of August, 2006, by and between GARRED REAL ESTATE INVESTMENT CO., LLC, a Limited Liability Company, with its principal office located at 320½ South Brady Street, DuBois, Clearfield County, Pennsylvania 15801, hereinafter "Owner", and HALLSTROM CONSTRUCTION, INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at 101 East Long Avenue, DuBois, Clearfield County, Pennsylvania 15801, hereinafter "Contractor";

See Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do agree as follows:

1. The Contractor for itself and anyone else acting or claiming through or under it, intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanics' lien, claim or notice of intention to file any lien or claim, and does hereby covenant, promise and agree that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the improvements or the estate or the title of the Owner in the Property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor or any subcontractor, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the improvements or the Property or any part thereof, or on credit thereof, and that all subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all subcontractors, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner for any work done or labor or materials furnished under the Contract for and about the erection, construction and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.
2. The Contractor does hereby remise, release and waive for itself, subcontractors and materialmen the right under the Act of Assembly entitled the Mechanics' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL that certain piece, parcel or lot of ground situate in the City of DuBois, County of Clearfield, State of Pennsylvania, more particularly set forth on Exhibit "A", attached hereto and made a part hereof.
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any

supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.

4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, hereby do execute this Agreement the day and year first above written.

ATTEST:



Brian Ganoe, Secretary/Treasurer

CONTRACTOR:

HALLSTROM CONSTRUCTION, INC.:

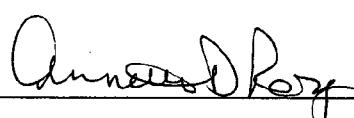


Robert E. Grieve, President

WITNESS:

OWNER:

GARRED REAL ESTATE INVESTMENT CO., LLC:

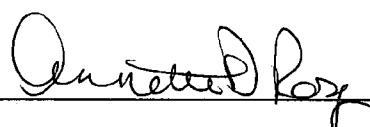


By

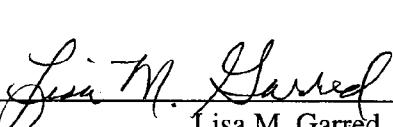


(SEAL)

Sean P. Garred, Sr., Member



By



(SEAL)

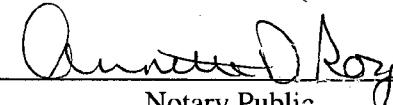
Lisa M. Garred, Member

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

On this, the 29th day of August, 2006, before me, a Notary Public, personally appeared ROBERT E. GRIEVE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged himself to be the President of HALLSTROM CONSTRUCTION, INC., the foregoing corporation; and that as such, he, being authorized by such corporation to do so, executed the foregoing instrument for the purposes therein contained by signing his name thereon as such.

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

My commission expires Notarial Seal
Annette D. Roy, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 24, 2007



Notary Public

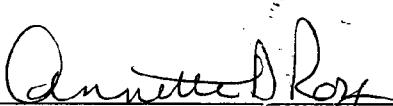
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

On this, the 29th day of August, 2006, before me, a Notary Public, personally appeared SEAN P. GARRED, and LISA M. GARRED, Members of GARRED REAL ESTATE INVESTMENT CO., LLC., known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

My commission expires:

Notarial Seal
Annette D. Roy, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 24, 2007



Notary Public

Exhibit "A"

ALL those certain pieces or parcels or lots of new land situated, lying and being in the Third Ward of the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a set brass monument in the existing concrete sidewalk on the northerly right-of-way of West DuBois Avenue and being the Southwesterly corner of land now or formerly belonging to PBS Enterprises, Inc.;

THENCE, by the aforesaid right-of-way, North 74° 40' West 300.99 feet to a set 5/8 inch rebar on the Easterly bank of Juniata Run, passing over a 1/2 inch iron pin in the existing concrete sidewalk at 78.99 feet;

THENCE, by the said Easterly bank, North 0° 30' 47" West 165.14 feet to a set 5/8 inch rebar, and being on the Southerly edge of an unopened 16 foot alley;

THENCE, by the said alley, South 75° 30' 12" East 66.79 feet to a found 1 inch iron pipe;

THENCE, by the same, South 75° 54' 52" East 50.25 feet to a found 1 inch iron pipe;

THENCE, by the same, South 74° 17' 20" East 49.74 feet to a found 1 inch iron pin;

THENCE, by the same, South 74° 40' East 100.32 feet to a set railroad spike;

THENCE, North 15° 20' East 16.29 feet to a set 5/8 inch rebar on the line of land now or formerly belonging to State Public School Building Authority;

THENCE, by the same, South 74° 40' East 78.99 feet to a found 1" iron pin, being the Northwesterly corner of land now or formerly belonging to PBS Enterprises;

THENCE, by the same, South 15° 20' West 176.02 feet to the point and place of beginning.

CONTAINING 1.22 acres, more or less, as more particularly set forth in subdivision and consolidation maps prepared by Lee-Simpson Associates, Inc., Consulting Engineers, entitled, "Consolation (sic) Consolidation Plan Properties of Sean Garred", a copy of which is filed in the mapping records of the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200607011, on May 8, 2006.

The above-description was prepared by Lee-Simpson Associates, Inc., in accordance with survey performed by them as referenced above.

It is the intent of this instrument to combine into one parcel, Lots 4, 5, 6, 7, 8, 9 and part of 3 of the John E. DuBois Plan of Lots of the Third Ward of the City of DuBois.

A portion of the above-set forth premises is UNDER AND SUBJECT to the following exceptions, reservations, covenants and conditions as set forth in the prior deeds of conveyance:

1. UNDER AND SUBJECT to all outstanding leases of oil and gas, and there is hereby excepted therefrom all oil and gas, with rights of ingress and egress for removal of the same.
2. EXCEPTING AND RESERVING all of the coal as the same has been reserved and/or conveyed in prior Deeds.
3. SUBJECT to all City Zoning and Land Subdivision Ordinances now in effect or that may be in effect at any time in the future.
4. SUBJECT to a 15 foot right of way easement with the City of DuBois for a 30 inch storm sewer being 7.5 feet either side of said sewer line.
5. SUBJECT to a 10 foot right of way easement with the City of DuBois for maintenance of Juniata Run.
6. SUBJECT to a 15 foot right of way for a 3 inch gas line now or formerly owned by Lee Minter.

EXCEPTING AND RESERVING all coal, clay, oil, gas, iron ore and other minerals and mining rights only as the same may have heretofore been excepted and reserved.

ALSO UNDER AND SUBJECT to a right-of-way for gas and storm sewer lines as more particularly set forth on the maps filed in the mapping records of the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200607011, as aforesaid.

UNDER AND SUBJECT to all other exceptions, reservations, conditions, restrictions, easements and rights of way as may appear in the recorded chain of title or as more particularly set forth in subdivision and consolidation maps filed in the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200607011.

FILED

SEP 08 2006

William A. Shaw
Prothonotary/Clerk of Courts