

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

MAYSON PROPERTIES, LLC,
Owner

vs.

CHRISTOPHER F. BOHLEY,
Contractor

06-1593-CD
2006- -WML

WAIVER OF MECHANIC'S LIEN

Filed on Behalf of:
Owner

Counsel of Record for Owner:
Peter F. Smith, Esquire
Supreme Court No. 34291
30 South Second Street
P. O. Box 130
Clearfield, PA 16830
(814) 765-5595

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OCT 02 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

MAYSON PROPERTIES, LLC,	:		
Owner	:	2006-	-WML
	:		
vs.	:		
	:		
CHRISTOPHER F. BOHLEY,	:		
Contractor	:		

WAIVER OF MECHANIC'S LIEN

THIS AGREEMENT, waiving the right to file Mechanic's Lien, is made this 2nd day of October, 2006, between MAYSON PROPERTIES, LLC, a Pennsylvania Limited Liability Company, with registered office of 71 Dairy Lane, Clearfield, Pennsylvania 16830, hereinafter called "OWNER", and CHRISTOPHER F. BOHLEY, with address of 71 Dairy Lane, Clearfield, Pennsylvania 16830, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has agreed to furnish certain materials and labor for the purpose of converting a commercial building into an apartment building on all that certain piece or parcel of land situate in Clearfield Borough, Clearfield County, to which OWNER took title by deed at Clearfield County Instrument Number 2006 16657, and more particularly described as follows:

All those certain pieces or parcels of land situated in the Borough of Clearfield, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at a ¾" rebar (set) at the intersection of the eastern right of way line of West Second Street with the northern right of way line of West Walnut Street, said rebar being the southwest corner of the parcel herein conveyed and running; thence along the eastern right of way line of West Second Street north 00 degrees 01 minutes 49 seconds east a distance of 107.00 feet to a ¾" rebar (set), said rebar being the southwest corner of the Parcel 1 of the Bowers Subdivision; thence along the southern line of lands of the Parcel 1 of the Bowers Subdivision south 89 degrees

36 minutes 44 seconds east a distance of 100.14 feet to a ¾" rebar (set), said rebar being the northwest corner of Parcel 3 of the Bowers Subdivision; thence through lands of the Grantor for a new subdivision line south 00 degrees 02 minutes 42 seconds west a distance of 107.00 feet to a ¾" rebar (set), said rebar being on the northern right of way line of West Walnut Street, said rebar also being the southwest corner of Parcel 3 of the Bowers Subdivision; thence along the northern right of way line of West Walnut Street north 89 degrees 36 minutes 44 seconds west a distance of 100.11 feet to a ¾" rebar (set) and place of beginning.

Containing 10,713.79 sq. ft. 0.246 acres and being known as Parcel 2 of the Bowers Subdivision dated January 5, 2006, and shown on map prepared by Curry & Associates. Being a part of lands conveyed to the Grantor by deed book 718 page 256.

THE SECOND THEREOF:

BEGINNING at a ¾" rebar (set) on the northern right of way line of West Walnut Street, said rebar being south 89 degrees 36 minutes 44 seconds east a distance of 100.11 feet from a ¾" rebar (set) at the intersection of the eastern right of way line of West Second Street with the northern right of way line of West Walnut Street, said place of beginning being the southwest corner of the parcel herein conveyed and running; thence through lands of the Grantor for a new subdivision line north 00 degrees 02 minutes 42 seconds east a distance of 107.00 feet to a ¾" rebar (set), said rebar being on the southern line of lands of Parcel 1 of the Bowers Subdivision; thence along the southern line of lands of Parcel 1 of the Bowers Subdivision south 89 degrees 36 minutes 44 seconds east a distance of 100.14 feet to a ¾" rebar (set), said rebar being on the western right of way line of a 20 foot wide designed but un-opened alley; thence along the western right of way line of the 20 foot wide alley south 00 degrees 03 minutes 59 seconds west a distance of 107.00 feet to a ¾" rebar (set), said rebar being on the northern right of way line of West Walnut Street; thence along the northern right of way line of West Walnut Street north 89 degrees 36 minutes 44 seconds west a distance of 100.10 feet to a ¾" rebar (set) and place of beginning.

Containing 10,712.95 sq. ft. 0.246 acres and known as Parcel 3 of the Bowers Subdivision dated January 5, 2006, and shown on map prepared by Curry & Associates. Being a part of lands conveyed to the Grantor by deed book 718, page 256.

NOW, THEREFORE, it is hereby stipulated by and between the said parties as part of the said Contract and for the consideration set forth, that before any of the above construction is commenced, neither the undersigned CONTRACTOR, any sub-contractor or Materialman, nor any other person furnishing labor or materials to the said CONTRACTOR under the contract above referred to, shall file a lien commonly known as a Mechanic's Lien, for work done or materials furnished to the said building or any part thereof.

This stipulation is made and intended to be filed with the Clearfield County Prothonotary in accordance with the requirements of the Act of Assembly of Pennsylvania in such cases made and provided.

CONTRACTOR acknowledges that he, it or they have inspected the land in question and that no part of it has been disturbed by the CONTRACTOR or any one claiming by or through him prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties have properly executed this Agreement the day and year first above written.

OWNER:

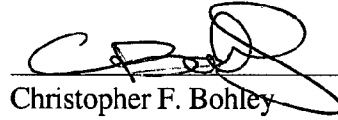
CONTRACTOR:

MAYSON PROPERTIES, LLC

By:



Christopher F. Bohley, Manager & CEO



Christopher F. Bohley

By:



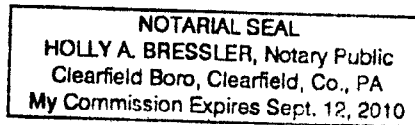
Lauren R. Bohley, Manager & CEO

AFFIDAVIT

STATE OF PENNSYLVANIA :
:SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared CHRISTOPHER F. BOHLEY and LAUREN R. BOHLEY, as Managers and CEO's of MAYSON PROPERTIES, LLC, who being duly sworn according to law deposes and says that MAYSON PROPERTIES, LLC is the Owner in the foregoing Waiver of Mechanic's Lien, and further that they executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 2nd day of October, 2006.



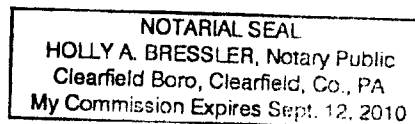
Holly A. Bressler
Notary Public

AFFIDAVIT

STATE OF PENNSYLVANIA :
:SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared CHRISTOPHER F. BOHLEY who being duly sworn according to law deposes and says that he is the Contractor in the foregoing Waiver of Mechanic's Lien, and further that he executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 2nd day of October, 2006.



Holly A. Bressler
Notary Public

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
JULY 11, 2006

FILED

OCT 02 2006

William A. Shaw
Prothonotary/Clerk of Courts