

06-1644-CD
Merle Toy Jr & Sons vs PC Exploration

Merle Toy vs PC Exploration
2006-1644-CD

MERLE TOY JR. & SONS, INC., :

IN THE COURT OF COMMON PLEAS

Contractor :

CLEARFIELD COUNTY, PENNSYLVANIA

vs. :

NO. 06-1644-CD

PC EXPLORATION, INC., :

Owner :

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:

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:

:

:

:

Type of Pleading:

:

Wavier of Mechanic's Lien/
Stipulation Against Liens

:

Filed on behalf of:

:

PC Exploration, Inc., Owner

By: *Shaw*
Asst. Vice President of Operations

:

Counsel of Record for this Party:

:

Michael S. Delaney, Esquire
936 Philadelphia Street
Indiana, PA 15701
(724) 349-2255
ID# 25537

FILED PC Expl. pd. 20.00
012:23/61
OCT 06 2006
1cc PC Expl.
LM

William A. Shaw
Prothonotary/Clerk of Courts

ORIGINAL

Blue Sky # 2 (44a)

NO LIEN AGREEMENT

Merle Toy, Jr. & Sons, Inc., a Pennsylvania corporation, with business offices at 870 Claypoole Road, P.O. Box 117, Worthington, Pennsylvania 16262 (the "Contractor"), intending to be legally bound, does hereby fully and completely waive and release, for itself, its successors and assigns, and its subcontractors and their respective subcontractors, if any, any and all claim of or right to mechanics' lien, under the statutes of the Commonwealth of Pennsylvania, against or with respect to the premises described as all of those properties and lands in Chest Township, Clearfield County, Pennsylvania across which the Contractor shall install a new 2-inch diameter plastic natural gas pipeline for PC Exploration, Inc. ("PC") under and pursuant to that certain Pipeline Job Agreement No. 06-144T entered into on August 28, 2006 by and between the Contractor and PC (the "Agreement"), the location of said pipeline being more particularly identified and described on the map attached hereto as Exhibit A, or any part thereof, any improvement thereon, or with respect to any material, fixtures, apparatus or machinery furnished or to be furnished to the said premises pursuant to the Agreement, or with respect to any money or other consideration which may be due at any time hereafter from PC to the Contractor, which claim of lien might be asserted by reason of the doing, making or furnishing, heretofore or at any time hereafter, by the Contractor, its successors, assigns, material suppliers, subcontractors, or sub-subcontractors, of any labor, services, materials, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the above-described premises or the improvements thereon.

The Contractor further agrees that upon the completion of the performance of the Agreement, the above-described premises shall be free and clear of any mechanics' liens, not only of the Contractor, but also of any and all of the subcontractors, material suppliers, laborers or sub-subcontractors who may furnish any labor, material, services, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with or to the above-described premises in connection with the improvements referred to in the Agreement, whether such liens relate to the above-described premises or to any money or other consideration which may be due at any time hereafter from PC to the Contractor, or from the Contractor to any subcontractors or sub-subcontractors, if any.

The Contractor further agrees that the effect of this waiver shall not be impaired, affected or diminished by any provisions of the Agreement relating to the production, from time to time, of written waivers of liens, nor by any other provisions apparently inconsistent with this waiver.

IN WITNESS WHEREOF, the Contractor has executed this Agreement this 28th day of August 2006.

ATTEST:

Vicki Key
Secretary/Treasurer

[Corporate Seal]

CONTRACTOR:
MERLE TOY, JR. & SONS, INC.

Merle Toy
President

ATTEST:

[Signature]
Assistant Secretary

[Corporate Seal]

PC EXPLORATION, INC.

[Signature]
Vice President of Operations