

07-44-CD
Merle Toy Jr et al vs PC Exploration

Merle Toy Jr vs PC Exploration
2007-44-CD

MERLE TOY JR. & SONS, INC. :

IN THE COURT OF COMMON PLEAS

Contractor : CLEARFIELD COUNTY, PENNSYLVANIA

vs. : NO. 07-44-CD

PC EXPLORATION, INC. :

Owner :

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Type of Pleading:

: Wavier of Mechanic's Lien/
Stipulation Against Liens

: **Filed on behalf of:**

: PC Exploration, Inc., Owner

By: _____
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,
01/33/07, PC Expl.
JAN 09 2007
PC pd.
UN
William A. Shaw
Prothonotary/Clerk of Courts
20.00

ORIGINAL

NO LIEN AGREEMENT

Merle Toy, Jr. & Sons, Inc., a Pennsylvania corporation, with business offices at P.O. Box 117, RD # 1, Worthington, Pennsylvania (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 Burnside Township, Clearfield County, Pennsylvania upon which the Contractor shall perform natural gas well site work for PC Exploration, Inc. ("PC") under and pursuant to that certain Well Site Job Agreement No. 06-269T entered into as of December 18, 2006 by and between the Contractor and PC (the "Agreement"), the location of said well site construction being more particularly identified and described on the map attached hereto as Schedule 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, materialmen, subcontractors, or sub-subcontractors, of any labor, services, material, 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, materialmen, 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 18th day of December 2006.

ATTEST:

MERLE TOY, JR. & SONS, INC.

Donald H. Bellum
Secretary

L. O. Toy
President

(Corporate Seal)

ATTEST:

PC EXPLORATION, INC.

Jack
Assistant Secretary

Donald Toy
Senior Vice President of Operations

(Corporate Seal)