



07-1764-CD

**CONTRACTOR'S WAIVER OF LIENS**

THIS AGREEMENT, made and entered into this 31<sup>st</sup> day of October, 2007, by and between **PENNSYLVANIA MOUNTAINS HEALTHCARE ALLIANCE, LLC**, of DuBois, Clearfield County, Pennsylvania 15801, hereinafter "Owner", and **ALLISON & ASSOCIATES CONSTRUCTION SERVICES, INC.** of DuBois, Clearfield County, Pennsylvania, hereinafter "Contractor",

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

1. The Contractor for himself and anyone else acting or claiming through or under him, 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

**FILED** Atty Mohney  
07-31-2007 pd. ad. 00  
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William A. Shaw  
Prothonotary/Clerk of Courts

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 himself, subcontractor 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:

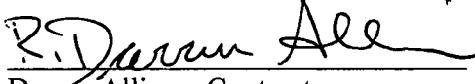
ALL those certain pieces, parcels or tracts of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania. Said property being also known as Lots 6 & 7 in the Coke Hill Estates with an address of 150 McCracken Run Road, DuBois, Pennsylvania 15801, and which is more particularly bounded and described on Exhibit "A" attached hereto.

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.

ALLISON & ASSOCIATES  
CONSTRUCTION SERVICES, INC

  
\_\_\_\_\_  
Darren Allison, Contractor

PENNSYLVANIA MOUNTAINS  
HEALTHCARE ALLIANCE, INC.

BY:   
\_\_\_\_\_  
Joseph Gribik, Jr., Executive  
Director, Owner

**ALL those certain pieces, parcels or tracts of land situate, lying and being situate in the City of Du Bois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:**

**THE FIRST THEREOF:**

**BEGINNING** at an iron pin corner, the Northwest corner of Parcel No. 5, said corner being also in the Easterly right of way of McCracken Run Road; thence by the Easterly line of McCracken Run Road, North 6° 10' 09" East 105.0 feet to an iron pin, the Southwest corner of Parcel No. 7; thence by the Southerly line of Parcel No. 7, South 83° 52' 00" East 491.87 feet to a point in the Westerly line of land now or formerly of David C. DuBois; thence by the Westerly line of land now or formerly of David C. DuBois, South 8° 14' 54" West 89.79 feet to a point; thence by same, South 13° 31' 54" West 64.46 feet to a point, the Northeast corner of Parcel No. 5; thence by the Northerly line of Parcel No. 5, North 78° 05' 00" West 482.78 feet to an iron pin corner and the place of beginning. **CONTAINING** 63,272 square feet (1.45 acres more or less) and being known as Parcel No. 6 in the Coke Hill Estates Subdivision in the City of Du Bois, Pennsylvania.

**THE SECOND THEREOF:**

**BEGINNING** at an iron pin corner, the Northwest corner of Parcel No. 6, said corner being also in the Easterly right of way of McCracken Run Road; thence by the Easterly line of McCracken Run Road, North 60 10' 09" East 105.0 feet to an iron pin, the Southwest corner of Parcel No. 8; thence by the Southerly line of Parcel No. 8, South 83° 52' 00" East 492.78 feet to a point in the Westerly line of land now or formerly of David C. DuBois; thence by the Westerly line of land now or formerly of David C. DuBois, South 06° 00' 05" East 12.05 feet to a point; thence by same, South 08° 14' 54" West 93.29 feet to a point, the Northwest corner of parcel No. 6; thence by the Northerly line of Parcel No. 6, North 83° 52' 00" West 491.87 feet to an iron pin corner and the place of beginning. **CONTAINING** 51,849 square feet (1.19 acres more or less) and being known as Parcel No. 7 in the Coke Hill Estates Subdivision in the City of Du Bois, Pennsylvania.

**EXCEPTING AND RESERVING** a right-of-way easement ten (10) feet wide for the construction and maintenance of utility lines along and adjacent to the street right-of-ways.

**BEING** the same premises which were conveyed to Playtime Pizza, Inc., by deed of Torrell & Bernardo Land Corporation dated December 3, 1999, and recorded at Clearfield, Pennsylvania, as Instrument Number 199919851.

**UNDER AND SUBJECT**, nevertheless, to the express conditions and restrictions as appear below which Grantee, for itself, its successors and assigns, by acceptance of this indenture, agrees with the Grantor, its successors and assigns, that said

restrictions and conditions may be amended, expanded, or eliminated, either in part or in entirety from future conveyances by the Grantor for its lands.

1. All dwellings and accessories thereto constructed shall be in accordance with the ordinances in effect as ordained by the City of Du Bois except the side set backs shall be ten (10) feet. Any side set back less than ten (10) feet must meet the approval of Grantor, its successors and/or assigns. All accessory buildings will match the exterior of dwelling.
2. Every owner of a lot in the subdivision shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to connect to City of Du Bois water and sewer lines and to pay charges for water and sewer services as may be charged by City of DuBois. The application for the said hookup shall be handled in cooperation with and coordinated through Torrell and Bernardo Remodeling and Custom Homes or its successors or assigns.
3. UNDER AND SUBJECT to the condition that all utility lines in the subdivision, including but not limited to electric, gas and telephone cable, must be placed underground.
4. After any remodeling or additions, buyer has one year to install yard.
5. It is expressly covenanted and agreed by and between the parties hereto that in the event a contractor or contracting firm other than Torrell and Bernardo Remodeling and Custom Homes is hired by Grantee, Grantee shall not permit said contractor or contracting firm to at any time place signs with the name of the contractor or contracting firm or any other means of advertisement by the contractor or contracting firm in the said subdivision.
6. Grantor reserves for itself, its successors and assigns, for the purposes incident to its development of the real property subject to these restrictions, a 7.6 foot wide easement along all property boundary lines for the purpose of construction, operation and maintenance of culvert pipes and/or utility lines and mains. Grantor also reserves the right to trim, cut and remove any trees and brush and to locate guide wires and braces wherever necessary for the installation, operation and maintenance together with the right to install, operate and maintain gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto.

7. On each lot, the rights of way and easement areas reserved by Grantor shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of culvert pipes and/or utilities, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided however that where the existing location of a drainage channel would hinder the orderly development of a lot, the drainage channel may be relocated, provided such relocation does not cause any encroachment on any other lot in the subdivision. Improvements within such area shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

8. Any other excavation or changing of water tables, besides what is specified in the contract, buyer will be responsible for their own ENS plan.

**UNDER AND SUBJECT** to all sewer lines in, on, or underlying said premises with the right to go on said premises to repair, maintain and replace the same.

**FURTHER UNDBR AND SUBJECT** to all exceptions and reservations and easements of record or which can be determined by inspection of the premises.

**FURTHER UNDER AND SUBJECT** to right of City of Du Bois to construct, repair or replace any culvert pipes or for construction or repair of any utility lines which may run on, under, or upon the subject premises.

**UNDER AND SUBJECT, NEVERTHELESS,** to all exceptions, reservations and restrictions contained in prior deeds of conveyance.