

08-1299-CD

Fayette Resources Inc vs Welcome Home

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

FAYETTE RESOURCES  
INCORPORATED, Owner

vs.

WELCOME HOME CENTER, INC.

Contractor

No. 2008-1299-CV

Type of Pleading: Contractor's Waiver  
of Liens

Filed on behalf of: Owner

Counsel of Record for this party:

HOPKINS HELTZEL LLP

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FILED (F)

JUL 15 2008

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William A. Shaw  
Prothonotary/Clerk of Courts

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Lea Ann Heltzel, Esquire

## **CONTRACTOR'S WAIVER OF LIENS**

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of June, 2008, by and between FAYETTE RESOURCES INCORPORATED, a Pennsylvania corporation of 1313 Connellsville Road, Lemont Furnace, Pennsylvania, hereinafter "Owner" and WELCOME HOME CENTERS, INC., a Pennsylvania Corporation, of 6083 Route 219, Brockway, 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 mechanic's 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. Contractor does hereby remise, release and waive for himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against:

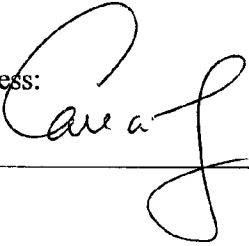
ALL that certain tract of land in the Borough of Clearfield, Clearfield County, Pennsylvania, more completely described on Exhibit "A".

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.

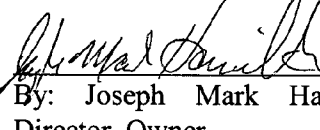
4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be 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.

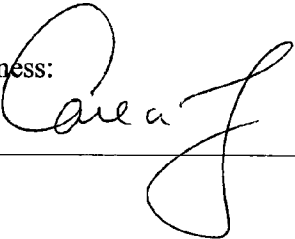
Witness:

  
\_\_\_\_\_

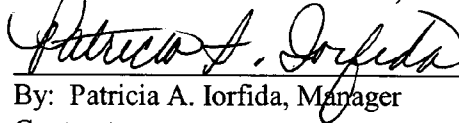
FAYETTE RESOURCES, INC.

 (Seal)  
By: Joseph Mark Hamilton, Regional  
Director, Owner

Witness:

  
\_\_\_\_\_

WELCOME HOME CENTERS, INC.

 (Seal)  
By: Patricia A. Iorfida, Manager  
Contractor

## Exhibit A - Legal Description

Commitment No. 1459371ERIE

Being Parcel NO. Portion of 4.1-K08-200-00021

FIRST ALL that certain piece of parcel of land situated in the Borough of Clearfield, County of Clearfield, and Commonwealth of Pennsylvania bounded and described as follows:

BEGINNING at a 3/4" rebar (set) at the southeast corner of Parcel 1 of the Reilly Subdivision, said rebar being on the western right of way line of Orchard Street, said rebar also being south 03 degrees 51 minutes 00 seconds west a distance of 140.00 feet from the intersection of the southern right of way line of West Market Street, (a 34 foot wide right of way), and the western right of way line of Orchard Street, (a 32 foot wide right of way) said rebar being the northeast corner of the parcel herein described and running.

1. thence along the western right of way line of Orchard Street South 03 degrees 51 minutes 00 second west a distance of 140.00 feet to a 3/4" rebar (set), said rebar being at the northeast corner of Parcel 2 of the Reilly Subdivision;
2. thence along line of lands now or formerly of John C. Reilly north 86 degrees 12 minutes 27 seconds west a distance of 120.00 feet to a 3/4" rebar (set), said rebar being the northwest corner of Parcel 3 of the Reilly Subdivision, and being on the eastern right of way line of Wood Street, a 40 foot wide right of way);
3. thence along the eastern right of way line of Wood Street north 03 degrees 51 minutes 00 seconds east a distance of 96.10 feet to a 3/4" rebar (set), said rebar being at the southwest corner of Parcel 1 of the Reilly Subdivision, said rebar also being south 03 degrees 51 minutes 00 seconds west a distance of 140.00 feet from the intersection of the southern right of way line of West Market Street, with the eastern right of way line of Wood Street;
4. thence along the southern line of lands now or formerly of John C. Reilly south 86 degrees 12 minutes 27 seconds east a distance of 120.00 feet to a 3/4" rebar (set) and place of beginning.

Containing 11,532.00 sq. ft. 0.264 acres and known as Parcel 2 of the Reilly Subdivision dated May 25, 2005, and shown on map prepared by Curry & Associates. Bearings Above are based on map prepared by Roy C. Kindig for H.H. Stage Est. map dated April 18, 1958 found in Deed Book 467, Page 77.

SECOND- ALL that certain piece of parcel of land situated in the Borough of Clearfield, County of Clearfield, and Commonwealth of Pennsylvania bounded and described as follows:

BEGINNING at a 3/4" rebar (set) at the southeast corner of Parcel 2 of the Reilly Subdivision, said rebar being on the western right of way line of Orchard Street, said rebar also being south 03 degrees 51 minutes 00 seconds west a distance of 236.10 feet from a 3/4" rebar (set) at the intersection of the southern right of way line of West Market Street, (a 34 foot wide right of way), and the western right of way line of Orchard Street, (a 32 foot wide right of way) said rebar being the northeast corner of the parcel herein described and running;

1. thence along the western right of way line of Orchard Street south 03 degrees 51 minutes 00 second west a distance of 96.10 feet to a 3/4" rebar (set), said rebar being at the northeast corner of lands of Kermit W. Graham;
2. thence along the line of Kermit W. Graham north 86 degrees 12 minutes 27 seconds west a distance of 120.00 feet to a 3/4" rebar (set), said rebar being the northwest corner of lands of Kermit W. Graham, and being on the eastern right of way line of Wood Street, a 40 feet wide right of way);
3. thence along the eastern right of way line of Wood Street north 03 degrees 51 minutes 00 seconds east a distance of 96.10 feet to a 3/4" rebar (set), said rebar being at the southwest corner of Parcel 2 of the Reilly Subdivision, said rebar also being south 03 degrees 51 minutes 00 seconds west a distance of 236.10 feet from the intersection of the southern right of way line of West Market Street, with the eastern right of way line of Wood Street;
4. thence along line of lands now or formerly of John C. Reilly south 86 degrees 12 minutes 27 seconds east a distance of 120.00 feet to a 3/4" rebar (set) and place of beginning.

Containing 11,531.75 sq. ft. 0.264 acres and known as Parcel 3 of the Reilly Subdivision dated May 25, 2005, and shown on map prepared by Curry & Associates. Bearings above are based on map prepared by Roy C. Kindig for M.H. Stage Est. map dated April 18, 1958 found in Deed Book 467, Page 77.