

2001-135-CD
TROY EDWARD DONAHUE etal -vs- TROY EDWARD DONAHUE etal
Contractor Owners

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 28th day of November, 2000, by and between **TROY EDWARD DONAHUE and ERIN L. DONAHUE**, husband and wife, of Union Township, Clearfield County, Pennsylvania and **JOHN EDWARD HENRY and LORI L. HENRY**, husband and wife, of the City of Du Bois, Clearfield County, Pennsylvania, hereinafter "Owners", and **TROY EDWARD DONAHUE**, hereinafter "General Contractor", of Rockton, Pennsylvania.

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

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William A. Shaw
Prothonotary

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. 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 that certain piece, parcel or lot of ground situate in Union Township, Clearfield County, Pennsylvania, as is more particularly 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 work "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.

BY: Troy Edward Donahue
TROY EDWARD DONAHUE
GENERAL CONTRACTOR

WALTMAN BROTHERS

BY: John Waltman
John Waltman Subcontractor

RUSSELL CONTRACTOR

BY: William Russell
William Russell Subcontractor

ROBERT PASSMORE

BY: Robert N. Passmore
Robert Passmore Subcontractor

YOUR BUILDING CENTERS, INC.

BY: Paul O'Neal

J.A. KOHLHEPP SONS, INC.

BY: Andrew J. Kohlhepp

ALL that certain piece or parcel of land, situate in Union Township, Clearfield County, Pennsylvania, bounded and described as follows to wit:

BEGINNING at a post at the Southerly line of Township Route No. 360; said point also being at the Northerly line of lands, now or formerly of J. S. and A. H. Reitz; thence in an Easterly direction along said Northerly line of J. S. and A. H. Reitz, 975 feet more or less, to a point, said point being the Southeast corner of lands of the Grantors of which this is a part; thence in a Northerly direction along the Easterly boundary line of said lands of the Grantors of which this is a part, 950 feet more or less, to said Southerly line of Township Route No. 360, which road traverses the Southeastern corner of the lands of the Grantors of which this is a part; thence in a Southwesterly direction along said Township Road No. 360 to the place of beginning.

BEING the same premises which became vested in the Grantors herein by deed of Edith Jane Miller dated November 13, 2000 and recorded in Clearfield County as Instrument No. 200017047.

EXHIBIT "A"