

61-252-CD  
JAMES ANDREW JACKSON et al -vs- TORELL & BERNARDO

01-252-CD

**CONTRACTOR'S WAIVER, STIPULATION AGAINST AND RELEASE OF LIENS  
AND MECHANICS CLAIMS**

THIS AGREEMENT, made and entered into as of this 10th day of February, 2001, by and between JAMES ANDREW JACKSON, single, and JAMES DEAN JACKSON and CAROL R. JACKSON, his wife, of R D. 1, Box 41A, Penfield, Pennsylvania 15801, hereinafter "Owner" and the undersigned Contractors, Subcontractors, and suppliers of materials, collectively known as "Releasers".

WHEREAS, it is the desire of the Owner that the undersigned for themselves and anyone else acting or claiming through or under them, waive of release any right or claim that they may now have or may in the future have that are commonly known as Mechanics or Materialmens Liens or Claims on the premises described more particularly in Exhibit A attached hereto and made a part hereof.

Now therefore intending to be legally bound hereby the parties do agree as follows:

1. That the undersigned Releasers for themselves, their Subcontractors, Materialmen, their heirs, executors, administrators, assigns or anyone else acting or claiming through or under them intending to be legally bound hereby do hereby waive or relinquish all right to file a Mechanics Lien, claim or Notice of Intention to file any lien or claim and to 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 of the estate or title of the Owner in the property or the curtilage appurtenant thereto by or in the name of the Contractor or any other Subcontractor, Materialmen or Laborer for work done and 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 work shall look to and hold the Contractor personally liable for all subcontracts, materials furnished

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and work and labor done so that there shall not be any legal or lawful claim of any kind whatsoever against the Owner for any work done or labor or materials furnished under the contract for and about the erection, construction, and completion of the improvements under the contract. The Releasors for themselves and anyone else acting or claiming through or under them including any Subcontractors, Materialmen or Laborers do hereby agree for themselves, their heirs, successors, administrators and assigns to release all liens which they may now have or hereafter may have on the premises described herein by reason of any materials furnished or yet to be furnished or work performed or yet to be performed by them or any person claiming under them for and towards the erection and construction of improvements on said premises.

3. The Releasors for themselves, Subcontractors, Laborers, Materialmen or anyone else claiming or acting through or under them including their heirs, administrators, executors and assigns do hereby agree to release and forever quitclaim and by these presents do remise, release and forever quitclaim on to the Owner, their heirs and assigns, all manner of liens, claims and demands whatsoever that any of them might have or could have had or may in the future have for work done or yet to be done or materials furnished or yet to be furnished by any of them and hereby agree not to file any liens, claims or demands against the premises or if any liens, claims or demands have been filed against the premises, to promptly discharge the same.

4. It is the desire of the parties hereto that all benefits of this Agreement shall inure not only to the Owners but also to any mortgagees.

5. This Agreement shall be binding upon the parties hereto as well as any person claiming under them in regard to the erection, construction or completion of any improvements that have been erected or will be erected on the premises that are described more particularly in Exhibit A, attached hereto and made a part hereof.

6. This Agreement shall be filed in the Prothonotary's Office of Clearfield County in accordance with the Mechanics Lien Act of 1963 and is the express intent of the parties to be legally bound hereby in accordance with the provision of the Mechanics Lien Act of 1963.

7. By executing this Agreement, the Owner does hereby certify that either no work has been performed or materials have been supplied by any person, partnership or corporation that would entitle that person, partnership or corporation at this time or in the future to file any Mechanics Lien or claim against the premises or in the alternative if any person, partnership or corporation may, prior to the execution of this Agreement have had the right or will in the future have any right to file a Mechanics Lien or claim, that any such right has been extinguished and terminated by the execution of this Agreement and that all persons, partnerships or corporations shall be prevented from maintaining or filing any Mechanics Lien or claim by virtue of the fact that they have executed this Agreement or some other party has executed this Agreement and they would be prevented from filing or maintaining any Mechanics Lien or claim as a result of that party's execution of this Agreement.

WITNESS the due execution hereof and intending to be legally bound hereby that as of one day before any labor or materials have been provided for the improvements to the premises.

Witness Colleen M. Bontempo

James A. Jackson  
James Andrew Jackson, Owner

Witness Colleen M. Bontempo

J. Dean Jackson  
James Dean Jackson, Owner

Witness Colleen M. Bontempo

Carol R. Jackson  
Carol R. Jackson, Owner

Witness Patricia A. Yonushonis

Reid J. Bernardo  
Torell & Bernardo, Contractor

Witness \_\_\_\_\_

Sub Contractor \_\_\_\_\_

Witness \_\_\_\_\_

Sub Contractor \_\_\_\_\_

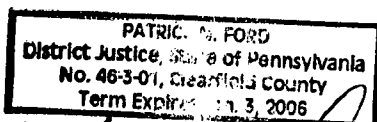
STATE OF \_\_\_\_\_

}  
} ss:

COUNTY OF \_\_\_\_\_

On this, the 20<sup>th</sup> day of February, 2001, before me, a Notary Public, the undersigned officer, personally appeared James Andrew Jackson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she has executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*Patrick N. Ford*

*James Andrew Jackson*

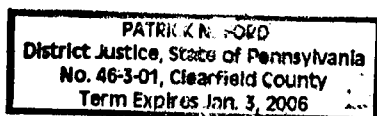
STATE OF \_\_\_\_\_

}  
} ss:

COUNTY OF \_\_\_\_\_

On this, the 20<sup>th</sup> day of February, 2001, before me, a Notary Public, the undersigned officer, personally appeared James Dean Jackson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she has executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*Patrick N. Ford*

*James Dean Jackson*

STATE OF

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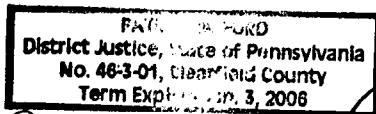
} ss:

COUNTY OF

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On this, the 20<sup>th</sup> day of February, 2001, before me, a Notary Public, the undersigned officer, personally appeared Carol R. Jackson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she has executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*Patricia M. Ford*

*Carol R. Jackson*

STATE OF

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} ss:

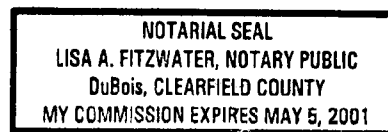
COUNTY OF

}

On this, the 19<sup>th</sup> day of February, 2001, before me, a Notary Public, the undersigned officer, personally appeared Torell & Bernardo, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she has executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Lisa A. Fitzwater*



## EXHIBIT "A"

**ALL** that certain piece and parcel of land situate in Huston Township, Clearfield County, Pennsylvania, containing 51.3 acres and shown on a plat referenced hereto and made apart of this document found in Map Rack No. 59 and bounded and bounded and described as follows:

**BEGINNING** at a point at the eastern most corner of the land herein described, said point being on the northwestern most right of way line of Township Road 408, T-408 hereafter, and said point also being the southeastern most corner of the land of Charles W. Tyler and Tina L. Warholic and said point also being N 51° 21' W, 33/4 feet from an existing 1' iron pipe found at the northern most corner of the land of Larry R. Reed, parcel "BB" and running:

1. Thence, S 47° 23' W, 445.5 feet along the northwestern most right of way line of T-408 to a point of curvature on the northwestern most right of way line of T-408;
2. Thence, along the arc of a circle curving to the left an arc distance of 107.4 feet along the northwestern most right of way line of T-408, said arc having a radius of 282.47 feet and a chord bearing S 36° 30' W, 106.7 feet to a point at the northeastern most corner of the Hoyt Cemetery;
3. Thence, N 83° 27' W, 120.8 feet along the land of the Hoyt Cemetery to an existing cornerstone marker found at the northwestern most corner of the Hoyt Cemetery;
4. Thence, S 06° 33' W, 65.0 feet along the land of the Hoyt Cemetery to a point at the Southwestern most corner of the Hoyt Cemetery;
5. Thence, S 83° 27' E, 106.6 feet along the land of the Hoyt Cemetery to a point on the western most right of way line of T-408 at the southeastern most corner of the Hoyt Cemetery;
6. Thence, along the arc of a circle curving to the left an arc distance of 23.5 feet along the western right of way line of T-408, said arc having a radius of 282.47 feet and a chord bearing S 09° 42' W, 23.5 feet to a point of tangency on the western most right of way line of T-408;
7. Thence, S 07° 19' W, 148.8 feet along the western most right of way line of T-408 to a point at the southeastern most corner of the land herein described;
8. Thence, N 82° 13' W, 1,141.2 feet along the land of Harry L. and Betty M. Wall to an existing 3/4" iron pipe found at a southern corner of the land herein described;

9. Thence, N 06° 52' E, 63.3 feet along the land of Benjamin F. and Norma J. Tinker to an existing 3/4" iron pipe found at a southern corner of the land herein described;
10. Thence, N 81° 18' W, 860.4 feet along the land of Benjamin F. and Norma J. Tinker and then the land of Marlene L. Nagle to a 1" iron pipe set at the southwestern most corner of the land herein described;
11. Thence, N 09° 17' E, 955.7 feet along the land of A.C. Brown to a 1" iron pipe set at the northwestern most corner of the land herein described;
12. Thence, S 81° 29' E, 1,847.3 feet along the land of A.C. Brown and then land assessed as "unknown" to a 1" iron pipe set at a northeastern corner of the land herein described;
13. Thence, N 08° 29' E, 399.2 feet along land assessed as "unknown" to an existing 1" iron pin found at the northern most corner of the land herein described;
14. Thence, S 75° 21' E, 500.3 feet along the land of Jack L. and Shirley R. Mastnock to an existing 3/4" iron pipe found at the northeastern most corner of the land herein described;
15. Thence, S 39° 56' W, 301.2 feet along the land of Kenneth E. and Ruthie M. Flanders to an existing iron bar found at a northeastern corner of the land herein described;
16. Thence S 40° 01' W, 306.5 feet along the land of Carl and Frances Calliari to an existing 1" iron pin found at a northeastern corner of the land herein described;
17. Thence, S 54° 16' E, 340.1 feet along the land of Carl and Frances Calliari and then the land of Charles W. Tyler and Tina L Warholic to a point on the northwestern most right of way line of T-408 at the eastern most corner of the land herein described and the Point of Beginning.

**BEING** the same premises conveyed to the Grantors herein by Deed of Ardelia K. Parrish, widow and Edward Hoyt Parrish, single, dated the 21<sup>st</sup> day of October, 1994, as recorded in Deed and Records Book Volume 1639, Page 89.



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William A. Shaw  
Prothonotary