

01-1565-CD  
DENNIS J. MORGAN etux -vs- BEN PALUMBO

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

THIS AGREEMENT, made and entered into as of this 20 day of August, 2001, by and between DENNIS J. MORGAN, and ERIN MORGAN, his wife, of RR #1 Box 326, Grampian, Pennsylvania 16838, hereinafter "Owners" and the undersigned Contractors, Subcontractors, and suppliers of materials, collectively known as "Releasors".

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 Releasors 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 and work and labor done so that there shall not be any legal or lawful claim of any kind whatsoever

**FILED**

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William A. Shaw  
Prothonotary

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 Jefferson 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 Elizabeth Wolfgang-Lynch

Dennis J. Morgan  
Dennis J. Morgan, Owner

Witness Elizabeth Wolfgang-Lynch

Erin Morgan  
Erin Morgan, Owner

Witness Elizabeth Wolfgang-Lynch

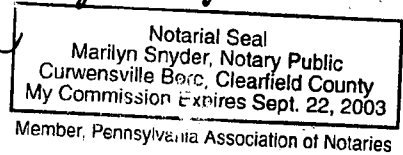
Ben Palumbo  
Ben Palumbo, Contractor

STATE OF }  
 } ss:  
COUNTY OF }

On this, the 20 day of August, 2001, before me, a Notary Public, the undersigned officer, personally appeared Dennis J. Morgan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purpose therein contained.

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

*Marilyn Snyder*

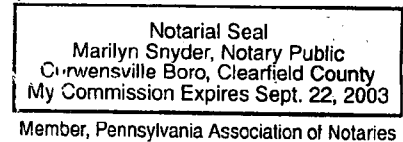


STATE OF }  
 } ss:  
COUNTY OF }

On this, the 20 day of August, 2001, before me, a Notary Public, the undersigned officer, personally appeared Erin Morgan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she has executed the same for the purpose therein contained.

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

*Marilyn Snyder*

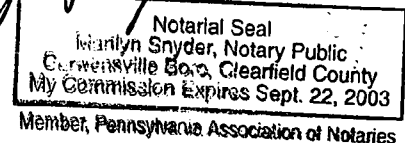


STATE OF }  
 } ss:  
COUNTY OF }

On this, the 20 day of August, 2001, before me, a Notary Public, the undersigned officer, personally appeared Ben Palumbo, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purpose therein contained.

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

*Marilyn Snyder*



## **EXHIBIT "A"**

### **PARCEL A:**

**ALL** that certain piece, parcel or tract of land lying and being situate in Bloom Township, Clearfield County, Pennsylvania, bounded and described as follows to wit:

**BEGINNING** at a point, said point being in the centerline for S.R.0219 and also being the northwest corner of lands now or formerly of James Morgan (Deed Book 926 Page 304, Parcel Number 64 on Clearfield County Assessment Map E-8) and the northeast corner of the herein described parcel, further being shown as Corner Number 1 on the hereto attached plat;

**THENCE**, S 04 Degrees 06 Minutes 25 Minutes W through the southern right-of-way for S.R.0219, along said lands of James Morgan, along lands now or formerly of Charles M. Haag et. ux. (Deed Book 526 Page 275, Parcel Number 9 on Clearfield County Assessment Map E-8), and through the western right-of-way for S.R.3011 (33-foot R/W) a distance of 875.21 feet to a point in the centerline of S.R.3011, said point being the southwest corner of said lands of Haag, further being shown as Corner Number 2 on the hereto attached plat;

**THENCE**, S 44 Degrees 33 Minutes 30 Seconds W along the centerline of S.R.3011 a distance of 490.42 feet to a point, said point being the southern-most corner of the herein described parcel, further being shown as Corner Number 3 on the hereto attached plat;

**THENCE**, N 45 Degrees 40 Minutes 20 Seconds W through the western right-of-way for S.R.3011 and through the lands of Dennis J. and Erin Morgan, of which this is a part, (along "Parcel D" of this survey) a distance of 291.44 feet to a rebar to be set by this survey, further being shown as Corner Number 4 on the hereto attached plat;

**THENCE**, N 04 Degrees 06 Minutes 25 Seconds E through the lands of Dennis J. and Erin Morgan, of which this is a part (along "Parcel D" of this survey) a distance of 434.65 feet to a rebar to be set by this survey, further being shown as Corner Number 5 on the hereto attached plat;

**THENCE**, N 84 Degrees 26 Minutes 05 Seconds E along lands now or formerly of George E. Thiebaud et. ux. (Deed Book 799 Page 206, Parcel Number 58 on Clearfield County

Assessment Map E-8) a distance of 301.63 feet to a rebar to be set by this survey, said rebar being the southeast corner of said lands of Thiebaud, further being shown as Corner Number 6 on the hereto attached plat;

**THENCE**, N 10 Degrees 52 minutes 45 Seconds W along lands now or formerly of George E. Thiebaud et. ux. and through the southern right-of-way for S.R.0219 a distance of 466.10 feet to a point, the point of beginning.

**CONTAINING** 435,600 square feet or 10.0 acres together with a shed.

**BEING** subject to the souther right-of-way for S.R.0219, the western right-of-way for S.R.3011, and any utility easements which may be of record.

**BEING** a portion of the First Parcel described in Deed Book 1381 Page 16 and recorded in the Clearfield County Courthouse.

**BEING** a portion of Parcel Number 48 on Clearfield County Assessment Map E-8.

**NOTE:** The grantees herein, as well as the grantors for their remaining lands, for themselves and their heirs and assigns acknowledge that they will comply with he Pennsylvania Sewage Facilities Act 537 as amended, 12-2-1976 (35 P.S.750.7(a)) when and if the time would arise for the construction of a dwelling to be located on these lands.

**BEING** the same premises as surveyed and drawn by ALEXANDER & ASSOCIATES INC., Falls Creek, PA 15840. Said survey plat is under the date of July 17, 2001, is referenced as JN223001, and is intended to be recorded in the Clearfield County Courthouse for a more particular description.