

01-1711-CD
WILLIAM L. ROWE -vs- BURNS CONTRACTING

01-1711-CO

WAIVER OF RIGHT TO FILE MECHANIC'S LIEN

WHEREAS, WILLIAM L. ROWE, Owner, has entered into a contract with BURNS CONTRACTING, General Contractor, with regard to construction of a dwelling house on premises described on the attached Exhibit "A".

NOW, THEREFORE, it is hereby stipulated and agreed by and between the parties hereto, as part of the said contract and for the consideration therein set forth, that neither the undersigned General Contractor, any subcontractor, materialmen, or mechanic, nor any other person furnishing labor or materials to the said General Contractor under this contract shall file any mechanic's or other lien or claim for work done or material furnished in or about the performance of said contract against the ground upon which the structure or work herein provided for is erected or done or against any structure thereon erected or to be erected, or against any structure or property whatsoever covered by said contract.

THIS stipulation is specifically made with the purpose and intent that it be filed in the Prothonotary's Office of Clearfield County, Pennsylvania, in accordance with and under and by virtue of an Act titled Mechanic's Lien Law of 1963, P.L. 1175, No. 497, as amended, in order to operate as a complete waiver by the General Contractor and all subcontractors of the right to file any mechanic's lien of any nature and in any manner.

FILED

OCT 12 2001
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William A. Shaw
Prothonotary
pd \$50.00
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IN WITNESS WHEREOF, the said parties have caused this waiver to be
duly executed the 10th day of October, 2001.

WITNESS:

OWNER:

Kathleen M. Myer

William L. Rowe (SEAL)
William L. Rowe

GENERAL CONTRACTOR:

Robert Burns (SEAL)
Burns Contracting
By:

ALL that certain piece, parcel or tract of land situate, lying and being in SANDY TOWNSHIP, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point in the center of Sandy Township Road No. 397, said point being on the Easterly property line now or formerly of Leonard Rex Schriver; thence South 37° 42' West along the boundary line between lands now or formerly of Leonard Rex Schriver and land now or formerly of the James Jeffery Estate, a distance of 550.3 feet, more or less, to an iron pin; thence North 52° 2' West along land now or formerly of Leonard Rex Schriver, a distance of 150.8 feet to a stake; thence North 37° 58' East along land now or formerly of Leonard Rex Schriver, a distance of 588.2 feet, more or less, to a point in the center of the Township Road No. 397; thence in a Southeasterly direction along the center line of the Township Road, a distance of 153.5 feet, more or less, to the PLACE OF BEGINNING.

CONTAINING 1.9 acres, more or less, excluding the portion of land within the Township Road right of way.

EXCEPTING AND RESERVING all of the coal, gas, oil and other minerals.

UNDER AND SUBJECT to the building line restrictions as set forth in deed from Leonard Rex Schriver, et ux., to Cartherine V. Hobba dated May 23, 1959, and recorded in the Office of the Recorder of Deeds of Clearfield County, PA, in Deed Book Vol. 475, page 145.

BEING the same premises conveyed to Mortgagor herein by deed of M. Jerome Hobba, et al., recorded October 8, 1997, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, to Deed Book Vol. 1878, page 143.

LEGAL DESCRIPTION – EXHIBIT “A”