

01-1812-CD  
THOMAS E. FRANK et al -vs- RONALD C. TORRELL et al

01. 1812 CO

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 2 day of November, 2001, by and between Thomas E. Frank and Zella M. Frank, hereinafter Owners, of R.D.2, Box 156A, DuBois, PA 15801, and Ronald C. Torrell and Richard J. Bernardo, partners, t/a Torrell and Bernardo Remodeling and Custom Homes, hereinafter "Contractors", of 130 McCracken Run Road, DuBois, PA 15801.

**FILED**

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William A. Shaw  
Prothonotary  
pd  
\$20.00

**See Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein**

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 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 the Township of Huston, County of Clearfield, State of Pennsylvania, more particularly set forth on Exhibit "A", attached hereto and made a part hereof.

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:

Ronald C. Torrell and Richard J. Bernardo, partners, t/a Torrell and Bernardo Remodeling and Custom Homes:

Dawn M. Cheny

By Ronald C. Torrell (SEAL)  
Ronald C. Torrell, partner

Dawn M. Cheny

By Richard J. Bernardo (SEAL)  
Richard J. Bernardo, partner  
Contractors

Dawn M. Cheny

Thomas E. Frank (SEAL)  
Thomas E. Frank

Dawn M. Cheny

Zella M. Frank (SEAL)  
Zella M. Frank  
Owners/Borrowers

Exhibit "A"

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

BEGINNING at a rebar set by this survey, said rebar being the southeast corner of lands now or formerly of Robert L. Smith (Deed Book 707, Page 500, Parcel Number 11.1 on the Clearfield County Assessment Map E3) and the northeast corner of the herein described parcel;

thence, South  $04^{\circ} 48'$  West along lands now or formerly of Fred J. and Theresa M. Gustafson (Instrument No. 200102901, Parcel Number 13.5 on Clearfield County Assessment Map E3) a distance of 340.82 feet to a rebar set by this survey, said rebar being the northeast corner of Parcel B of this survey;

thence, South  $72^{\circ} 41'$  West along Parcel B of this survey a distance of 210.90 feet to a rebar set by this survey, said rebar being the northwest corner of Parcel B;

thence, South  $00^{\circ} 15'$  East along Parcel B of this survey and through the northern right-of-way for T-401 a distance of 175.99 feet to a point in the center of T-401, said point being the southwest corner of said Parcel B;

thence, along the centerline for T-401 by a curve to the right, said curve having a radius of 1,679.40 feet and an arc length of 329.03 feet, said arc having a chord bearing of North  $84^{\circ} 38'$  West and a chord distance of 328.51 feet, to a point, said point being the PT of said curve;

thence, North  $79^{\circ} 01'$  West along the centerline for T-401 a distance of 308.61 feet to a point, said point being at the intersection of the centerline for T-401 and the centerline for T-409, and also being the southwest corner of the herein described parcel;

thence, North  $20^{\circ} 45'$  East along the centerline for T-409 a distance of 34.84 feet to a point;

thence, North  $11^{\circ} 21'$  East along the centerline for T-409 a distance of 312.73 feet to a point, said point being the southwest corner of Parcel A of this survey;

thence, South  $84^{\circ} 50'$  East along Parcel A of this survey a distance of 275.19 feet to a rebar set by this survey, said rebar being the southeast corner of Parcel A;

thence, North  $05^{\circ} 10'$  East along Parcel A a distance of 219.80 feet to a rebar set by this survey, said rebar being the northeast corner of said Parcel A;

thence, South 84° 50' East along lands now or formerly of Robert L. Smith (Parcel 11.1 on Clearfield County Assessment Map E3) a distance of 493.43 feet to a rebar set by this survey, the point of beginning.

CONTAINING 362,842.83 square feet or 8.33 acres and being known as Parcel C on the Partition & Retracement Survey for Thomas E. & Zella M. Frank, dated September 5, 2001, and referenced as Job No. JN226101, a survey plat of which is filed in the mapping records of the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200116956, Map File No. 2431.

BEING SUBJECT to the eastern right-of-way for Township Road T-409, the northern right-of-way for T-401, a water line and any other utility easements which may be of record.

The above-description was prepared by Lional Alexander, Professional Land Surveyor, in accordance with a survey performed by Alexander & Associates, Inc. Said survey plat is under the date of September 5, 2001, is referenced as JN226101, and recorded in the Clearfield County Mapping Records as Instrument No. 200116956, Map File No. 2431, as aforesaid.

EXCEPTING AND RESERVING unto the Grantors herein, their heirs and assigns forever, the right to use and obtain water from a spring located on the above-described premises, which spring is to be used in common with the Grantees, their heirs and assigns forever, together with the right of ingress, egress, and regress to and from the spring and spring house for the purpose of maintaining, repairing, and replacing the pipes, waterlines, spring house, or spring apparatus. The right to use and obtain water from the spring as aforesaid shall extend to the owners, heirs and assigns, of Parcel A consisting of 1.33 acres, Parcel B consisting of .89 acres to be combined with an adjoining tract consisting of 2.41 acres, which combined tract will be a parcel of land consisting of 3.30 acres, and Parcel C consisting of 8.33 acres, as more particularly set forth on the Partition & Retracement Survey of Thomas E. & Zella M. Frank, dated September 5, 2001, a map of the same being filed as Instrument No. 200116956, Map No. 2431. The costs of the maintenance, repair and replacement of the pipes, waterlines and spring house and spring apparatus shall be borne equally by the owners of the said Parcels A, B (as combined), and C as aforesaid, their heirs and assigns forever.