

01-1970-CD  
RODNEY C. FAIRMAN et ux -vs- ALLEN A.D. MILLER

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2001-1970-CD

## CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 6 day of December, 2001, by and between **RODNEY C. FAIRMAN and LESLEY R. FAIRMAN**, husband and wife, of R. R. # 3, Box 249B, Du Bois, Clearfield County, Pennsylvania, hereinafter "Owners" and **ALLEN A. D. MILLER**, hereinafter "Contractor", of Du Bois, Clearfield County, 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 Owners 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 Owners 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 land situate, lying and being in the Township of Sandy, County of Clearfield, and State of Pennsylvania, as more particularly described on Exhibit "A" attached hereto.

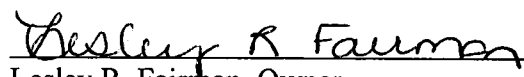
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and 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.

  
Allen A. D. Miller, Contractor

  
Rodney C. Fairman, Owner

  
Lesley R. Fairman, Owner

**ALL** that certain piece of land situated in Sandy Township, Clearfield County, Commonwealth of Pennsylvania, containing 13.55 acres and bounded and described as follows:

**BEGINNING** at an existing PK nail found in the center of Township Road 406, T-406 hereafter, said PK nail being the northwestern most corner of the land of James and Jeanette Burns and southwestern most corner of the land hereby conveyed and running;

THENCE, N22°-04'W, 230.4 feet along the center of T-406 to a point;

THENCE, N25°-21'W, 251.5 feet along the center of T-406 to a point;

THENCE, N25°-21'W, 234.2 feet along the center of T-406 to a point at the northwestern most corner of the land hereby conveyed;

THENCE, N63°-08'E, 400.0 feet along the land of Larry and Patty Reed to a 1" iron pipe set at the northeastern most corner of the land hereby conveyed;

THENCE, S35°-24'E, 236.8 feet along the land of Larry and Patty Reed to a 1" iron pipe set on the eastern most line of the land hereby conveyed;

THENCE, S35°-24'E, 125.0 feet along the land of Larry and Patty Reed to a point on the eastern most line of the land hereby conveyed;

THENCE, S6°-59'E, 420.0 feet along the land of Larry and Patty Reed to a point on the eastern most line of the land hereby conveyed;

THENCE, S32°-25'E, 300.0 feet along the land of Larry and Patty Reed to a point on the eastern most line of the land hereby conveyed;

THENCE, S14°-16'E, 287.7 feet along the land of Larry and Patty Reed to a point at the southeastern most corner of the land hereby conveyed, said point also being the northeastern most corner of lot number 19 of the aforementioned plot plan;

THENCE, N88°-35'W, 393.7 feet along the land of John and Roberta Guido to a point on the southern most line of the land hereby conveyed, said point also being on the eastern most line of the land of Richard and Jane Heverley;

THENCE, along the arc of a circle curving to the left an arc distance of 120.6 feet having a radius of 534.67 feet and a chord bearing N10°-04'W, 120.4 feet along the land of Richard and Jane Heverley to a point, said point being the northeastern most corner of lot number 18 of the aforementioned plot plan;

THENCE, S77°-55'W, 174.9 feet along the land of Richard and Jane Heverley to a point at a southwestern corner of the land hereby conveyed, said point also being a common corner of lots 3, 18 and 21 of the aforementioned plot plan and the southeastern most corner of the land of James and Jeanette Burns;

THENCE, N23°-11'W, 179.9 feet along the land of James and Jeanette Burns to a point at a southwestern corner of the land hereby conveyed, said point also being a common corner of lots 2, 21 and 23 of the aforementioned plot plan and the northeastern most corner of the land of James and Jeanette Burns;

THENCE, S80°-12'W, 202.2 feet along the land of James and Jeanette Burns to an existing PK nail found in the center of T-406 at the southwestern most corner of the land hereby conveyed and the Point of Beginning.

ALL bearings are based on the physical alignment of 2 (two) existing PK nails found in the center of T-406 as referenced on the aforementioned plot plan. Overall comparisons of adjoining bearings on record and previous surveys may reveal multiple bearing assignments for common lines of boundary. Differences are due different bearing bases utilized. All bearings are rounded to the nearest minute and all distances are rounded to the nearest tenth of a foot. This suggested deed description was written from data secured from a survey made on the premises August 30, 1993.

SUBJECT TO a Fifty (50') foot wide permanent easement over and under all that certain lot or parcel of ground described above for the purpose of maintaining, operating, repairing, relocating or replacing a water line running from land of Larry R. Reed to an existing trailer park. Said easement is centered over the said water line. Together with free ingress, egress and regress to and for the said Larry R. Reed, his employees, agents and heirs and assigns, for the purposes set forth above.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

**BEING** the same premises which became vested in Rodney C. Fairman and Lesley Rae Fairman by deed of Patty L. Reed dated October 30, 2001, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No.