

02-231-CD  
DAVID L. HOOVER et al -vs- MICHAEL E. POWERS et al

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02-231-c2

FEB 19 2002

William A. Shaw  
Prothonotary

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 19th day of February, 2002, by and between DAVID L. HOOVER and CHARLENE R. HOOVER, of DuBois, Pennsylvania, 15801, hereinafter "Owner", and MICHAEL E. POWERS t/d/b/a MICHAEL E. POWERS CONSTRUCTION, hereinafter "General Contractor or Contractor" of 970 Treasure Lake, DuBois, Pennsylvania 15801.

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 mechanic's 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's Lien Act of 1963 as amended to file or enter on record any Mechanic's Lien or Liens against ALL that certain parcel of land situated, lying and being in Union Township, Clearfield County, Pennsylvania, bounded and described as follows, and being the same premises as surveyed and drawn by Thomas C. Wingert, PLS. Said survey plat is under the date of September 30, 1999, and was recorded in Clearfield County on December 22, 1999 as Plat Map Number 1935.

BEGINNING at a 2 inch iron pin, said iron pin being a common corner of lands of John Conway and lands of the Grantor and on the northeasterly edge of Township Road 360 to Rockton; following along said roadway North 5 degrees 32 minutes 36 seconds East, 200 feet to an iron pin the point of beginning; Thence, by lands of the Grantor, North 83 degrees 55 minutes 30 seconds West, 450 feet to an iron pin; Thence, by same North 5 degrees 32 minutes 36 seconds East 300.00 feet to an iron pin; Thence, still by same South 83 degrees 55 minutes


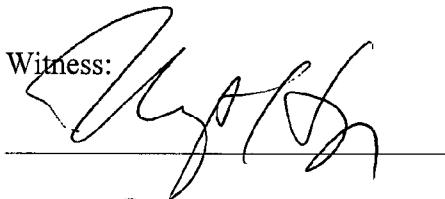
30 seconds East, 450 feet to an iron pin in the Northeasterly edge of Township Road 360; Thence, along said roadway South 5 degrees 32 minutes 36 seconds West, 300.00 feet to the point of beginning. CONTAINING 3.1 acres.

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.

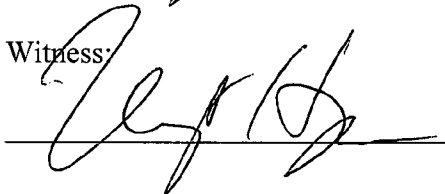
Witness:



(Seal)

DAVID L. HOOVER, Owner

Witness:



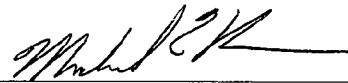
(Seal)

CHARLENE R. HOOVER, Owner

Witness:



MICHAEL E. POWERS CONSTRUCTION



(Seal)

MICHAEL E. POWERS, General Contractor

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Atty the H&A

FEB 19 2002

Ad. 20.00

William A. Shaw  
Prothonotary