

02-532-CD
BRIAN D. BUSH etux -vs- CENTURY CUSTOM HOMES & GARAGES

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 27th day of March, 2002, by and between **BRIAN D. BUSH and SHERI L. BUSH**, husband and wife, R.R. #3, Box 120 D, DuBois, Pennsylvania 15801, hereinafter "Owner" and Daniel M. Meyer t/d/b/a **CENTURY CUSTOM HOMES & GARAGES**, hereinafter "Contractor", of P.O. Box 1014, St. Mary's, PA 15857.

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 to file or enter on record any Mechanic's Lien or Liens against ALL that certain tract of land designated as R.R. #3, Box 120 D, DuBois, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office.

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.

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William A. Shaw
Prothonotary
uno cc

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:

Carl A. Jure

Owner

Brian D. Bush (Seal)
Brian D. Bush

Witness:

Carl A. Jure

Sheri L. Bush (Seal)
Sheri L. Bush

Witness:

Carl A. Jure

Daniel M. Meyer (Seal)
Daniel M. Meyer t/d/b/a
Century Custom Homes & Garages, Contractor

Exhibit A

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

BEGINNING at the Northeast corner of land conveyed to Richard I. Bush and Linda E. Bush to lands now or formerly of Kenneth Heffner; said point also being along line of lands now or formerly of Arnold Brown;

THENCE North 6 degrees 30 minutes East along lands now or formerly of Arnold Brown, a distance of 256.8 feet to a point at lands now or formerly of Albert Good;

THENCE North 74 degrees 5 minutes West a distance of 263.8 feet to a point;

THENCE South 6 degrees 38 minutes West a distance of 256.8 feet to the Northwest corner of the tract now or formerly of Kenneth Heffner;

THENCE South 74 degrees 5 minutes East along line of lands now or formerly of Kenneth Heffner, 264.5 feet to a point and the place of beginning.

EXCEPTING AND RESERVING all of the oil and gas, in, under and upon said premises to Richard I. Bush for or during his life or the survivor thereof.