

02-587-00
WILLIAM F. FREEMAN et al -vs- RICHARD J. BERNARDO et al

**CONTRACTOR'S WAIVER, STIPULATION AGAINST AND RELEASE OF LIENS
AND MECHANICS CLAIMS**

THIS AGREEMENT, made and entered into as of this 15th day of April, 2002, by and between WILLIAM E. FREEMAN, of RR #1, Box 44, Grampian, Pennsylvania 16838, and WILLIAM A. FREEMAN, of RD #3, Box 269D, Curwensville, Pennsylvania 16833, hereinafter "Owners" and the undersigned Contractors, Subcontractors, and suppliers of materials, collectively known as "Releasors".

WHEREAS, it is the desire of the Owners that the undersigned for themselves and anyone else acting or claiming through or under them, waive of release any right or claim that they may now have or may in the future have that are commonly known as Mechanics or Materialmens Liens or Claims on the premises described more particularly in Exhibit A attached hereto and made a part hereof.

Now therefore intending to be legally bound hereby the parties do agree as follows:

1. That the undersigned Releasors for themselves, their Subcontractors, Materialmen, their heirs, executors, administrators, assigns or anyone else acting or claiming through or under them intending to be legally bound hereby do hereby waive or relinquish all right to file a Mechanics Lien, claim or Notice of Intention to file any lien or claim and to 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 of the estate or title of the Owners in the property or the curtilage appurtenant thereto by or in the name of the Contractor or any other Subcontractor, Materialmen or Laborer for work done and 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 credit thereof and that all Subcontractors, Materialmen and Laborers on the

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work shall look to and hold the Contractor personally liable for all subcontracts, materials furnished and work and labor done so that there shall not be any legal or lawful claim of any kind whatsoever against the Owners for any work done or labor or materials furnished under the contract for and about the erection, construction, and completion of the improvements under the contract. The Releasors for themselves and anyone else acting or claiming through or under them including any Subcontractors, Materialmen or Laborers do hereby agree for themselves, their heirs, successors, administrators and assigns to release all liens which they may now have or hereafter may have on the premises described herein by reason of any materials furnished or yet to be furnished or work performed or yet to be performed by them or any person claiming under them for and towards the erection and construction of improvements on said premises.

3. The Releasors for themselves, Subcontractors, Laborers, Materialmen or anyone else claiming or acting through or under them including their heirs, administrators, executors and assigns do hereby agree to release and forever quitclaim and by these presents do remise, release and forever quitclaim on to the Owners, their heirs and assigns, all manner of liens, claims and demands whatsoever that any of them might have or could have had or may in the future have for work done or yet to be done or materials furnished or yet to be furnished by any of them and hereby agree not to file any liens, claims or demands against the premises or if any liens, claims or demands have been filed against the premises, to promptly discharge the same.

4. It is the desire of the parties hereto that all benefits of this Agreement shall inure not only to the Owners but also to any mortgagees.

5. This Agreement shall be binding upon the parties hereto as well as any person claiming under them in regard to the erection, construction or completion of any improvements that have been erected or will be erected on the premises that are described more particularly in Exhibit A, attached

hereto and made a part hereof.

6. This Agreement shall be filed in the Prothonotary's Office of Clearfield County in accordance with the Mechanics Lien Act of 1963 and is the express intent of the parties to be legally bound hereby in accordance with the provision of the Mechanics Lien Act of 1963.

7. By executing this Agreement, the Owners does hereby certify that either no work has been performed or materials have been supplied by any person, partnership or corporation that would entitle that person, partnership or corporation at this time or in the future to file any Mechanics Lien or claim against the premises or in the alternative if any person, partnership or corporation may, prior to the execution of this Agreement have had the right or will in the future have any right to file a Mechanics Lien or claim, that any such right has been extinguished and terminated by the execution of this Agreement and that all persons, partnerships or corporations shall be prevented from maintaining or filing any Mechanics Lien or claim by virtue of the fact that they have executed this Agreement or some other party has executed this Agreement and they would be prevented from filing or maintaining any Mechanics Lien or claim as a result of that party's execution of this Agreement.

WITNESS the due execution hereof and intending to be legally bound hereby that as of one day before any labor or materials have been provided for the improvements to the premises.

Witness *Joey Carcella*

William E. Freeman
William E. Freeman, Owner

Witness *Joey Carcella*

William A. Freeman
William A. Freeman, Owner

Witness *Patricia A. Youshko*

Richard J. Bernardo
Richard J. Bernardo, Contractor

Witness *Patricia A. Youshko*

Ronald C. Torrell
Ronald Torrell, Contractor

On this, the 15th day of April, 2002, before me, a Notary Public, the undersigned officer, personally appeared William E. Freeman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purpose therein contained.

set my hand and official seal

Mark A. Falvo

Notarial Seal
Mark A. Falvo, Notary Public
City of DuBois, Clearfield County
My Commission Expires Dec. 26, 2005

Member, Pennsylvania Association of Notaries

On this, the 15th day of April, 2002, before me, a Notary Public, the undersigned officer, personally appeared William A. Freeman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she has executed the same for the purpose therein contained.

set my hand and official seal.

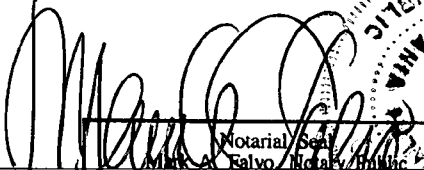
Mark A. Falvo

Notary Seal
Mark A. Falvo, Notary Public
City of DuBois, Clearfield County
My Commission Expires Dec. 26, 2005

Member, Pennsylvania Association of Notaries

On this, the 15th day of April, 2002, before me, a Notary Public, the undersigned officer, personally appeared Richard J. Bernardo, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purpose therein contained.

set my hand and official seal.


Notarial Seal
Mark A. Talvo, Notary Public
City of DuBois, Clearfield County
My Commission Expires Dec 26, 2005
Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA

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} ss:

COUNTY OF CLEARFIELD

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On this, the 15th day of April, 2002, before me, a Notary Public, the undersigned officer, personally appeared Ronald Torrell, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

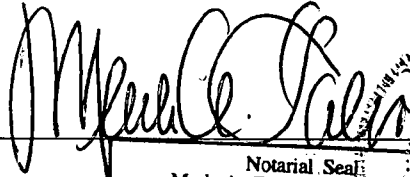

Notarial Seal
Mark A. Falvo, Notary Public
City of DuBois, Clearfield County
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EXHIBIT "A"

ALL that certain piece and parcel of land situate in the Township of Penn, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING in the center of old Curwensville to Grampian Highway at Northeast corner of Gail Bonsall land; thence along highway North 69 degrees Two hundred eighteen (218) feet to corner of Iverson Land; thence along land North 11 degrees 09 feet West Eighty-three (83) feet to center of route 879 by a curve to the right having a chord of 586 degrees Twenty (20) feet West Three hundred eighty-seven (387) feet; thence from center of route 879 along Interco land, South 11 degrees Twenty (20) feet East Three hundred seven (307) feet to corner of Sewage Treatment Plant land of Borough of Grampian; thence along land the following courses and distances South 63 degrees Fifty-five (55) feet West, Forty-two (42) feet North 86 degrees Fifteen (15) feet West One hundred forty-seven (147) feet South 43 degrees Twenty (20) feet West One hundred eighty-one (181) feet South 34 degrees Twenty-five (25) feet East, Twenty-five (25) feet More or less to railroad right of way; thence along railroad right of way in westerly direction Two hundred seventy-three (273) feet to southeast corner at Gail Bonsall land; thence along Bonsall land North 20 degrees Fifteen (15) feet West Two hundred forty-five (245) feet to center of old Curwensville to Grampian Highway and place of beginning. CONTAINING 2.38 acres more or less.

UNDER and **SUBJECT** to all prior reservations as may appear of record.

BEING the residue of the premise identified in "PARCEL I" as was conveyed to William E. Freeman, and Julia E. Freeman, his wife, by Deed of Harbison-Walker Refractories Company, dated December 27, 1995 and entered for record in the Recorder's Office of Clearfield County to Deed Book Volume 1735, Page 379.