

02-1023-CD
Albert Huddy vs Componation Const.

02

02-1023-CD
ALBERT C. HUDDY et al -vs- COMPOSITION CONSTRUCTION

02/023-CD

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 27th day of June, 2002, by and between Albert C. Huddy and Mary J. Huddy, hereinafter "Owners", of Treasure Lake, Section 7B, Lot 153, DuBois, PA 15801, PA, and Componation Construction, Inc. , hereinafter "Contractors" of 667 Treasure Lake, DuBois, PA 15801,

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 Sandy, County of Clearfield, State of Pennsylvania:

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3. This Agreement waiving the right of lien shall be an independent covenant

JUN 27 2002
William A. Shaw
Prothonotary

Exhibit "A"

ALL that certain tract of land designated as Lot No.153, Section No. 7B, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Office of the Recorder of Clearfield County.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

FILED

JUN 27 2002
11:30 AM Hattie Hattie
William A. Shaw
Prothonotary
pd 20.00

cc atty.