

02-1527-CD
FREDERICK A. CHRISTENSEN, et al. vs. G. Luzier Cont.

WAIVER OF RIGHT TO FILE MECHANIC'S LIEN CLAIMWAIVER OF LIENS

This instrument is executed this 1st day of October 2002, by
G. LUZIER CONTRACTING ("Contractor") (or Subcontractor") in
 favor of FREDERICK A. CHRISTENSEN and MONA L. CHRISTENSEN ("Owner")

WITNESSETH:

1. Contractor is a contractor within the meaning of the Mechanics Lien Law of 1963.
2. Owner and contractor intend to enter or have entered into a certain contract ("Contract") in connection with construction of a dwelling house on a parcel of ground known as Brady Township, Clearfield County, Pennsylvania ("Property"), described as follows:

SEE Exhibit "A".

3. Contractor has, by this instrument and the promises contained herein, covenanted, promised and agreed that no mechanics' or materialmen's liens shall be filed or maintained against the estate or title or Owner in the property or any part thereof, or the appurtenances thereto, either by itself or anyone else acting or claiming through or under it for or on account of any work, labor or materials supplied in the performance of the work under the contract or under any supplemental contract for extra work.

NOW THEREFORE, in consideration of the contract and the covenants of Owner therein contained, and the sum of one dollar (\$1.00) paid in hand to contractor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Contractor, for itself and any one else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanic's or materialmen's lien, or notice of intention to file any lien, and does hereby covenant, promise and agree that no mechanics' lien or other lien of any kind whatsoever shall be filed or maintained against the estate or title of owner in the property or appurtenances thereto, by or in the name of contractor, or any subcontractor, materialman or laborer acting or claiming through or under for work done or materials furnished in connection with the contract or by any other party acting through or under them or any of them for and about the property or any part of it.

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William A. Shaw
Prothonotary

2. This agreement waiving the right of lien shall be an independent covenant by contractor and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in connection the above described project on the property to the same extent as any work and labor done and materials furnished under the contract.

3. In order to give owner full power and authority to protect itself, the property, the estate or title of owner therein, and the appurtenances thereto, against any and all liens filed by contractor or anyone acting under or through it in violation of the foregoing covenant, contractor hereby irrevocably authorizes and empower any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to (i) appear as attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of contractor or of any subcontractor or materialmen, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) cause to be filed and served in connection with such a lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, and to incorporate therein, as part of the record, the waiver contained in this instrument; and for such act or acts this instrument shall be good and sufficient warrant and authority. A reference to the court, term and number in which and where this agreement shall have been filed shall be conclusive evidence of the authority herein to warrant such action, and contractor, for itself and for them, hereby remises, releases and quit-claims all rights and manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them. In the event anyone acting through or under contractor shall so file a lien in violation of the foregoing covenant, Owner may not exercise its rights under the Paragraph 3 unless such lien has not been stricken or discharged (by payment, posting of a bond or other means) for a period of ten days after notice of such lien shall have been received by contractor.

4. It is the intention of the parties that this waiver shall be recorded in the office of the Prothonotary of Clearfield County to provide constructive notice of this waiver to any and all subcontractors, materialmen and other persons furnishing labor or materials under this contract.

IN WITNESS WHEREOF, contractor has executed this instrument as of the day and year
first written above.

Attest:

CONTRACTOR:

BY: Gary Luzzi
G Luzzi Contracting

"EXHIBIT A"

ALL that certain piece or parcel of land situate in Brady Township, Clearfield County, PA, being bounded and described as follows:

BEGINNING at a $\frac{1}{2}$ inch rebar said point being the southwest corner of the property of Clyde Hatten that is to be subdivided; thence North 09° 51' East, six hundred seventy-eight and 63/100 (678.63) feet along the property of J. Richard Peterman to a $\frac{1}{2}$ inch rebar; thence South 80° 09' East, nine hundred seventy-five and 96/100 (975.96) feet along Lot 3 of the Clyde Hatten Subdivision to a $\frac{1}{2}$ inch rebar located on the western right of way of Brady Township Road T-360; thence South 10° 21' West, 691.35 feet along the T-360 right of way to a $\frac{1}{2}$ inch rebar; thence North 79° 24' West, 970.07 feet along the property of Leroy Siverling, et al. to the point of beginning containing 15.3 acres, being the same parcel shown as Lot 2 on a map titled Survey Map Showing the Land of Clyde Hatten to Be Subdivided, dated November 9, 1998 prepared by ABM and Associates, Inc. recorded in Clearfield County Recorder of Deeds Office as Instrument No. 199905392.

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cc

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Owner pd

20.00

William A. Shaw
Prothonotary