

02-1845-CD
ELIZABETH ANN R.MORGAN vs. ROWLES CONSTRUCTION

FILED

02-1845-CJ

NOV 25 2002

William A. Shaw
Prothonotary

CONTRACTOR'S WAIVER AND RELEASE OF LIENS

THIS AGREEMENT made and entered into as of this 31st day of October, 2002, by and between Elizabeth Ann R. Morgan, hereinafter known as "Owner," and the undersigned Contractor, Subcontractors and suppliers of materials, collectively known as "Releasors."

WHEREAS it is the desire of the Owner that the undersigned for themselves and anyone else acting or claiming through or under them, waive or 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 Owner in the property or the curtilage or curtilages 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 on credit thereof and that all Subcontractors, Materialmen and Laborers on the 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 whatever against the Owner for any work done or labor or materials furnished under the contract for and about the erection, construction, completion of the improvements, or under any contract for any extra work or for work supplemental thereto or otherwise.

2. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well as in respect to work done and materials furnished under any

supplemental contract for extra work in 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 Owner, her 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 Owner 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 Owner 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 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.

Signed and sealed
in the presence of

John F. Morgan

CM Rowles
Contractor,
Rowles Construction

Elizabeth Ann R. Morgan
Owner, Elizabeth Ann R. Morgan

EXHIBIT "A"

ALL those parcels of land situate in the Township of Bradford, County of Clearfield, State of Pennsylvania bounded and described as follows:

PARCEL NO. ONE

BEGINNING at a stone post on the East side of Public Road leading from Bigler to Wallacetown; thence along said road South thirty-four degrees fifty minutes West (S 34°50'W) one hundred fifty-seven (157) feet to a ditch; thence by land now or formerly of Joseph Owens South fifty-six degrees twenty-nine minutes East (S 56° 29'E) fifty-three and two tenths (53.2) perches to land now or formerly of George Wilson; thence by said lands North thirty-two degrees forty- five minutes East (N32° 45' E) one hundred fifty-seven (157) feet to stone post; thence still by lands now or formerly of George Wilson North sixty-five degrees two minutes West (N 65° 2' W) fifty-three (53) perches to post and place of beginning.

CONTAINING three acres and nineteen perches, more or less.

BEING identified in the Office of mapping and Assessment of Clearfield County as Map No. 106-O9-43.

PARCEL NO. TWO

BEGINNING at a stone post, said post being situate at the Northeast corner of other land owned by John A. Morris, Jr. and Margaret L. Morris, said other land being identified by Clearfield County Assessment Number 106-O9-43; thence in a southerly direction along said land and along line of land now or formerly of Hershel Owens, et al, one thousand four hundred fifty-seven (1,457) feet, more or less, to a point in line of land now or formerly of Christa Smeal; thence in an easterly direction along said line six hundred (600) feet, more or less, to a point; thence in a northerly direction through land of which this is a part, and on a line parallel with the first course set forth herein one thousand four hundred fifty-seven (1,457) feet, more or less, to a point; thence in a westerly direction through land of which this is a part, six hundred (600) feet, more or less, to stone post and place of beginning.

PARCEL NO. THREE

BEGINNING at a post, said post being situate at the northwest corner of other land owned by John A. Morris, Jr. and Margaret L. Morris; said other land being identified by Clearfield County Assessment Number 106-O9-43; thence in a northerly direction along the eastern side of Township Route 696 two hundred sixty (260) feet to a

post; thence in an easterly direction through land of which this is a part two hundred (200) feet to line of land now or formerly of Albert Green et ux; thence in a southerly direction along line of land now or formerly of Albert Green, et ux, sixty (60) feet to southwest corner of land now or formerly of Albert Green, et ux; thence in an easterly direction along said line of land now or formerly of Albert Green et ux; and along line now or formerly of Leatrice Green, two hundred (200) feet to a point in the western boundary line of land now or formerly of Charles Waple, et ux; thence in a southerly direction along said line, two hundred (200) feet, more or less, to a post in the Northerly boundary line of other land of John A. Morris, Jr. and Margaret L. Morris; thence in a westerly direction along said line four hundred (400) feet to point and place of beginning.

EXCEPTING AND RESERVING that parcel of land conveyed by John A. Morris, Jr. and Margaret L. Morris to Albert D. Green and Cynthia J. Green by a deed dated January 29, 1990 in Volume 1369 Page 454 described as follows:

BEGINNING at an iron pipe located at the Southeast corner of other lands of Albert D. Green and Cynthia J. Green; thence along other lands of John A. Morris, Jr. and Margaret L. Morris, South thirty-five degrees seven minutes (S 35° 07' W) sixty-two and seventy-six hundredths (62.76) feet to an iron pipe; thence still along other lands of John A. Morris, Jr. and Margaret L. Morris, North fifty-six degrees fifteen minutes West (N 56° 15' W) sixty-one and two hundredths (61.02) feet to an iron pipe; thence still along other lands of John A. Morris, Jr. and Margaret L. Morris, North eighteen degrees twenty-eight minutes fifty seconds East (N18° 28' 50" E) forty-six and twenty-six hundredths (46.26) feet to an iron pipe on line of other lands of Albert D. Green and Cynthia J. Green; thence along other lands of Albert D. Green and Cynthia J. Green, South sixty- nine degrees fifty-three minutes East (S 69° 53' E) seventy-six and eighty-six hundredths (76.86) feet to an iron pipe and place of beginning.

CONTAINING 0.0847 acres.

BEING identified in the Office of Mapping and Assessment as Map No. 106-O9-44.2.

BEING the same premises as was conveyed to the mortgagor herein by a deed dated June 7 th., 2000 from John A. Morris, Jr. and Margaret L. Morris recorded June 9, 2002 as Document No. 200008064.

FILED

L. Morgan

01/10/48-24

Ad. 20.00

NOV 25 2002

No CC

William A. Shaw
Prothonotary