

03-358-CD  
DEAN A. DUNWORTH &  
CYNTHIA R. DUNWORTH -vs- BURNS CONTRACTING

**CONTRACTOR'S WAIVER OF LIENS**

**THIS AGREEMENT** made and entered into this 11th day of March, 2003, by and between **DEAN A. DUNWORTH AND CYNTHIA R. DUNWORTH**, husband and wife, of Sandy Township, Clearfield County, Pennsylvania, hereinafter "Owners" and **BURNS CONTRACTING**, of Sandy Township, Clearfield County, Pennsylvania, hereinafter "Contractor",

**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

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William A. Shaw  
Prothonotary

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 Bloom, Clearfield County, Pennsylvania, as more particularly described on Exhibit "A" attached hereto.

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.

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 work "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.

BURNS CONTRACTING

BY   
Robert Burns, Contractor

  
Dean A. Dunworth, Owner

  
Cynthia R. Dunworth, Owner

**ALL** that certain piece, parcel or tract of land situate, lying and being in the Township of Bloom, Clearfield County, Pennsylvania being bounded and described as follows:

**BEGINNING** at a point in the centerline of Irishtown Road (S.R. 3011). Said point being the Southeast corner of the lot herein described and the Southeast corner of the tract of land from which this lot is being conveyed; thence from the said point of beginning, along the centerline of Cramer Road (T-348) and along other lands of Vernon E. and Kathleen M. Dunworth, South 89° 18' 19" West 234.00 feet to a point in the centerline of Cramer Road (T-348); thence through a 1" iron pipe 17.00 feet from the centerline of Cramer Road (T-348) and through lands of Vernon E. and Kathleen M. Dunworth, North 559.92 feet to a 1" iron pipe; thence through lands of Vernon E. and Kathleen M. Dunworth, East 233.98 feet to a 1" iron pipe; thence along lands of Dallas L. and Carol A. Ferrel, along lands of John E. and Victoria M. Mahlon and through a 1 1/4" iron pin 23.22 feet from the centerline of Irishtown Road (S.R. 3011), South 787.45 feet to a point in the centerline of Irishtown Road (S.R. 3011), the said place of beginning. Containing 130,680 square feet, 3.000 acres.

The above described property, being Lot #1 of the Dunworth Subdivision, recorded in Subdivision Plan Book, Map File No. 2649 at the Clearfield County Recorder's Office.

**SUBJECT TO** all exceptions, reservations, easements and rights of way which may appear of record.

**BEING** the same premises which became vested in the Mortgagors herein by deed of Vernon E. Dunworth, et ux, dated October 25, 2002 and recorded in Clearfield County as Instrument Number 200217520.

**EXHIBIT "A"**