

03-639-CD  
RODGER S. LUKEHART, ETAL vs. MECCO Construction

FILED

03-639-CD

APR 28 2003

**CONTRACTOR'S WAIVER AND RELEASE OF LIENS**William A. Shaw  
Notary

THIS AGREEMENT made and entered into as of this 28 day of April, 2003, by and between, **RODGER S. LUKEHART and MELISSA A. LUKEHART**, 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 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 Owners 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 Owners for any work done or labor or materials furnished under the contract for and about the erection, construction, completion of the improvements, or under and 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 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.

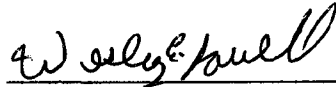
6. This Agreement shall be filed in the Prothonotary's Office of Clearfield County in accordance with the Mechanics Lien Act of 1963 and is the express intent of the parties to be legally bound hereby in accordance with the provision of the Mechanics Lien Act of 1963.

7. By executing this Agreement, the 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 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.

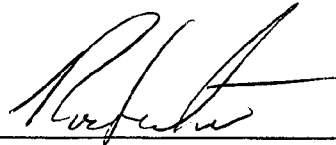
Mecco Construction

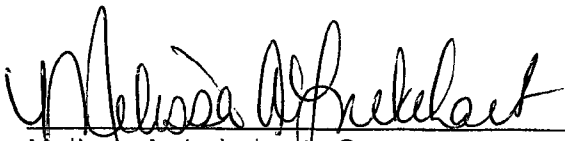
By: 

\_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
Subcontractor

  
Rodger S. Lukehart, Owner

  
Melissa A. Lukehart, Owner

ALL that lot known as Lot 1 from Deed dated May 23, 2001, as recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument Number 200107750, situated in Beccaria Township, Clearfield County, Pennsylvania, and being more particularly described as follows:

**LOT 1**

**BEGINNING** at a Stone Monument Set in the Northern right-of-way line of State Route 2042; thence North by lands now or formerly of Charles Kruis one (01) degree, twelve (12) minutes, zero (00) seconds East one thousand four hundred ninety-one and seventy-three hundredths (1491.73) feet to a Stone Monument Set;

thence by lands now or formerly of Glen Gathagan and lands now or formerly of Robert and Mary Grimes South eighty-eight (88) degrees, forty-eight (48) minutes, zero (00) seconds East one thousand two hundred twenty-five and fifty-three hundredths (1225.53) feet to a Stone Monument Set;

thence by lands now or formerly of Kenneth W. and Nahomi J. Jones South forty (40) degrees, twenty-six (26) minutes, zero (00) seconds East seven hundred forty-two and twenty-five hundredths (742.25) feet to a Stone Monument Set in the Northern right-of-way line of State Route 2042;

thence along the Northern right-of-way line of State Route 2042 South fifty-five (55) degrees, thirty-one (31) minutes, twenty-four (24) seconds West three hundred twelve and thirty hundredths (312.30) feet to a point;

thence along the Northern right-of-way line of State Route 2042, the following chord: South fifty-seven (57) degrees, forty-eight (48) minutes, fifty-three (53) seconds West nine hundred fifteen (915.00) feet to a point (having a radius of eleven thousand four hundred forty-two and sixty-six hundredths (11442.66) minutes, length nine hundred fifteen and twenty-four hundredths (915.24) feet);

thence along the Northern right-of-way line of State Route 2042 South sixty (60) degrees, six (06) minutes, twenty-two (22) seconds West ninety and two hundredths (90.02) feet to a point;

thence along the Northern right-of-way line of State Route 2042, the following chord: South sixty-nine (69) degrees, six (06) minutes, thirty-seven (37) seconds West three hundred seventy-two and forty-one hundredths (372.41) feet to a point (having a radius of one thousand one hundred eighty-nine and seventy-three hundredths (1189.73) minutes, length three hundred seventy-three and ninety-four hundredths (373.94) feet);

thence still along the Northern right-of-way line of State Route 2042 South seventy-eight (78) degrees, six (06) minutes, fifty-three (53) seconds West two hundred eighty-six and twenty-three hundredths (286.23) feet to the Stone Monument Set and being the point and place of beginning. Containing 40.50 Acres.

**BEING** a part of the premises conveyed to Joseph Turano, Sr. and Paulette A. Turano, husband and wife, as tenants by the entireties, by Robertina Elghmy, widow, of Northville, Michigan, by her Attorney-in-Fact, Warren B. Mikesell, II, by Deed dated May 23, 2001, as recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument Number 200107750.

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APR 28 2003  
Atty Ferraraccio  
Pd. 20:00

William A. Shaw  
Prothonotary