

03-715-CD

NICHOLE E. HARKERODA, et al. vs. D.J.M. CONTRACTING

[REDACTED]

## WAIVER OF LIENS

MAY 09 2003

THIS AGREEMENT made this 25th day of March, 2003, between **Nichole E. Harkleroad**  
 and **Kenneth J. Feaster** of 4101 Punkin Ridge Road, LaJose, Pennsylvania 15753, <sup>William A. Shaw  
Prothonotary</sup> Owner  
 and **D.J.M. Contracting, Inc.** of 953 Short Cut Road, Irvona, Pennsylvania 16656 (hereinafter called  
 "Contractor").

## THE BACKGROUND of this Agreement is as follows:

A. By a written agreement or agreements which have been or are about to be executed (the "Contract") Owner and Contractor have contracted for the erection, construction and completion of a Two Story Home, Full Basement, Attached Garage (the "Improvements") to be erected on real estate described in Exhibit "A" attached (the "Property").

B. By the terms of the Contract, Contractor has covenanted, promised and agreed that no mechanics' or materialmen's liens or claims would be filed or maintained in the Property or any part thereof, or the curtilage or curtilages appurtenant thereto, either by himself or anyone else for or on account of any work, labor, or materials supplied in the performance of the Contract, or under any supplemental contract or for extra work, in the erection, construction, or completion of the Improvements on the Property or any of the curtilages appurtenant thereto.

## NOW THIS AGREEMENT WITNESSETH:

1. The Contractor, for himself and anyone else acting or claiming through or under him, for and in consideration of the Contract and the considerations mentioned therein, and 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 title of Owner in the Property or the curtilage or curtilages appurtenant thereto, by or in the name of 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 work shall look to and hold 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 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. 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 or labor done and materials furnished under the Contract.

3. 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 word "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 neuter shall be deemed to include the masculine and feminine, as the context may require.

Agreement, the singular shall be deemed to include the plural, and neuter shall be deemed to include the masculine and feminine, as the context may require.

**IN WITNESS WHEREOF**, the said parties have hereunto set their hands and seals dated the day and year first above written.

**WITNESSES PRESENT:**

William G. Ashcom  
as to both

By: Nicole E. Harkleroad (seal)

Owner: Nicole E. Harkleroad  
neé Nichole

By: KJF (seal)

Owner: Kenneth J. Feaster President.

By: Doris J. Marenko (seal)

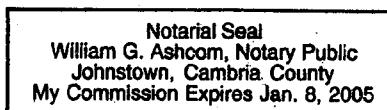
Contractor: D.J.M. Contracting, Inc.

State of Pennsylvania ss  
County of Cambria

April

On this, the 17th day of March, 2003, before me, the undersigned officer, personally appeared Nicole E. Harkleroad and Kenneth J. Feaster known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Member, Pennsylvania Association of Notaries

William G. Ashcom (seal)  
Notary Public

State of Pennsylvania ss  
County of

On this, the 25<sup>th</sup> day of March, 2003, before me, the undersigned officer, personally appeared Doris J. Marenko of D.J.M. Contracting, Inc. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Marilyn Snyder (seal)  
Notarial Seal  
Marilyn Snyder, Notary Public  
Curwensville Boro, Clearfield County  
My Commission Expires Sept. 22, 2003

Member, Pennsylvania Association of Notaries

## LEGAL DESCRIPTION

ALL that parcel of land known as Lot 1 of the Howard and Margaret Harkleroad Subdivision, lying approximately 1/3 mile West of the intersection of Pennsylvania State Route 3001 with Township Road T-309, in Burnside Township, Clearfield County, Pennsylvania, and being more particularly described as follows:

BEGINNING at a 3/4 inch rebar set at the common corners of Parcel's One and Two as described in Deed Book 434, Page 587, of which this is a part, said rebar being on the western line of Ivan E. Johnston, as was conveyed to him by Deed Book 448, Page 269, said rebar being also the southeast corner of the land herein conveyed and running: thence North 85 degrees 20 minutes 25 seconds West a distance of 213.46 feet through lands of Howard and Margaret Harkleroad by parcel Two to a 3/4 inch rebar set; thence North 05 degrees 00 minutes 00 seconds East a distance of 408.65 feet through lands of Howard and Margaret Harkleroad to a point in the centerline of Township Road T-309, also known as Harkle Road, said line passing through a 3/4 inch rebar set back 17.11 feet from said centerline of T-309; thence 177.77 feet along an arc of a circle, curving to the left, with a 1409.07 foot radius, the long chord of which bears South 81 degrees 12 minutes 00 seconds East a distance of 177.66 feet, along the centerline of Harkle Road to a point; thence, South 84 degrees 48 minutes 52 seconds East a distance of 36.19 feet along the same to a point; thence South 05 degrees 00 minutes 00 seconds West a distance of 395.49 feet through the right-of-way of Harkle Road and along Ivan E. Johnston to a 3/4 inch rebar set and place of beginning, said line passing through a railroad spike found at 3.32 feet and through a 5/8 inch rebar with cap inscribed "CPS SURVEYS" found at 17.38 feet.

Together with, and subject to, covenants, easements and restrictions of record.

CONTAINING 1.958 acre total, minus 0.081 acre for the right-of-way of Harkle Road, leaving a 1.877 acre net and known as Lot 1 of the Howard and Margaret Harkleroad Subdivision dated October 24, 2002 as shown on map prepared by Curry and Associates. Bearings above are based on the eastern boundary line described in Howard and Margaret Harkleroad's Deed.

RESERVING herein all the gas and other minerals, together with the usual mining rights, privileges, etc for operating, mining and removing the same with liabilities for damages.

UNDER AND SUBJECT to the conditions, restrictions, reservations, exceptions, easements and rights of way contained in prior instruments of record affecting title to said premises, or as are apparent on the premises.

BEING the same premises which Howard Harkleroad and Margaret Harkleroad, his wife,, by Deed dated December 10, 2002 and recorded December 16, 2002 in the Clearfield County Recorder of Deeds Office as Instrument Number 200220113, granted and conveyed unto Nichole Harkleroad, an adult individual.

FILED NO  
JUN 3 2003  
MAY 09 2003 Anchor Realty Settlement  
pd. 20.00

William A. Shaw  
Prothonotary