

03-787-CD
DAVID M. IRVIN, etal. vs. DAVID AMON, etal.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

DAVID M. IRVIN and CONNIE A. IRVIN :

Owners :

A-N-D :

DAVID AMON d/b/a AMON :

CONTRACTING :

Contractor :

No. 03-787-60

FILED

MAY 29 2003

William A. Shaw
Prothonotary

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, AMON CONTRACTING, of P.O. Box 9, Trout Run Road, Shawville, PA 16873 on or about the 30th day of March, 2003, entered into a Contract with DAVID M. IRVIN and CONNIE A. IRVIN, husband and wife, of R.R.1, Box 342, Frenchville, PA 16836, for construction of a foundation and basement on premises situate in Girard Township, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BY THESE PRESENTS WITNESSETH: That in consideration of the grant of the Contract for the construction and installation of said dwelling to the undersigned, and for the performance of said work and the sum of \$1.00 in hand paid at or before the signing and delivery hereof, the undersigned, covenants and agrees that no Mechanic's Lien or Materialman's Lien or claims shall be maintained or filed by the undersigned, or by any contractor, sub-contractor, person, firm or corporation, or any of them against the above described premises or lot or other appurtenances thereto, for or on account of any work done or materials furnished by him in the construction and installation of said dwelling under his Contract to furnish all the labor and materials in and about the aforesaid work; and for the undersigned, himself, his heirs and assigns, and all others acting through or under him, hereby expressly waives and relinquishes the right to have filed and maintained any Mechanic's Lien or Materialman's Lien or claim against said building on the above described premises or any part thereof, and the undersigned further agrees that this agreement waiving the right to file a lien is an individual covenant and shall operate and be effective with respect to materials furnished and labor performed under the said Contract for the construction and installation of said dwelling or any extra additions to be made to said Contract in and about said building or premises.

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 empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania (i) to 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 materialman, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) to cause to be filed and served in connection with such 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 quitclaims all rights and all 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 this 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.

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

Witness:

Leola O'Brien

David Amon
David Amon d/b/a Amon Contracting

COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF CLEARFIELD :

On this, the 21 day of MAY, 2003, before me, the undersigned officer, personally appeared DAVID AMON d/b/a Amon Contracting and acknowledged to me that he executed the within instrument, for the purposes therein contained.

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

Leola O'Brien

(Notary Public)

Notarial Seal
Leola O'Brien, Notary Public
Girard Twp., Clearfield County
My Commission Expires Apr. 18, 2004
Member, Pennsylvania Association of Notaries

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

BEGINNING at a found 2" iron pipe corner; said corner being the northwest corner of the property described herein; thence along land of Bifford I. Ireland, South 88 degrees 05 minutes 16 seconds East, a distance of 190.00 feet to a set 3/4" iron rebar corner; thence along land of Bifford T. Ireland, South 08 degrees 57 minutes 32 seconds East, a distance of 319.61 feet to set 3/4" iron rebar corner; thence along the northern right-of-way line of T-143 these following courses and distances: North 83 degrees 00 minutes 39 seconds West 53.07 feet to a point; North 73 degrees 35 minutes 13 seconds West 44.11 feet to a point; North 71 degrees 59 minutes 12 seconds West, 102.19 to a set 3/4" iron rebar corner; thence along land of Bifford T. Ireland, North 09 degrees 55 minutes 16 seconds West, a distance of 275.65 feet to a found 2" iron pipe corner, the place of beginning.

Containing 1.27 acres as shown on a subdivision plan title "Lot Consolidation Plan of David M. & Connie A. Irvin, Girard Township, Clearfield County", as prepared by Hess & Fisher Engineers, Inc., dated June 12, 2002, and recorded in the Office of the Register and Recorder for Clearfield County as Instrument #200211428, Map File #2571.

EXCEPTING and RESERVING a 24 foot right-of-way located in the southeastern corner of the tract herein conveyed for use as access to the adjoining property now or formerly owned by Allen L. Lippert et ux. Said right-of-way having been created under Agreement between Allen Lynn Lippert et ux and Bifford T. Ireland dated the 17th day of October, 1986.

SUBJECT to such exceptions and reservations of the coal and such other rights as appears in the deed from Peter Bolents and wife to former grantors, said deed being recorded in the Office of the Recorder of Deed at Clearfield in Deed Book 360, Page 48.

BEING the same premises conveyed to David M. Irvin & Connie A. Irvin by deed dated October 14, 2002, recorded as Clearfield County Instrument #200304134.

FILED

11:11 AM PM 20:00

MAY 29 2003

William A. Shaw
Prothonotary