

03-973-CD  
LUKE A. FUNAIR, etal vs. ROBERT BURNS CONSTRUCTION

FILED

03-973-CD JUL 02 2003

CONTRACTOR'S WAIVER OF LIENS

William A. Shaw  
Prethenetary

THIS AGREEMENT, made and entered into this \_\_\_\_ day of June, 2003, by and between LUKE A. FUNAIR and ELAINE T. FUNAIR, husband and wife, of DuBois, Pennsylvania 15801, hereinafter "Owner" and ROBERT BURNS CONSTRUCTION, of Treasure Lake, DuBois, Pennsylvania 15801, 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 mechanic's 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 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's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against ALL that certain piece or parcel land located and known as Lot 52, McCracken Run Road, City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

See Attached Exhibit "A"

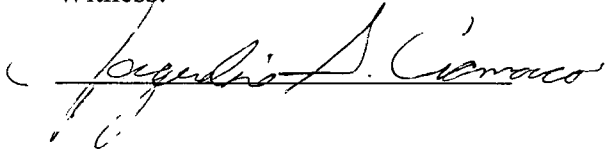
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and 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 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 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.

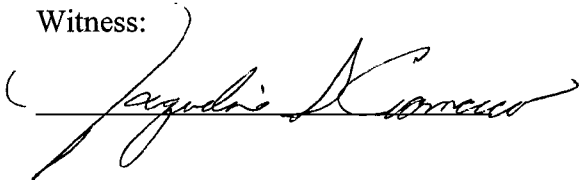
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

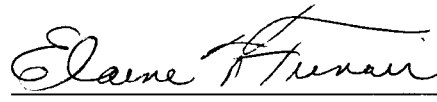
Witness:

  
\_\_\_\_\_  
Joseph A. Carraco

  
\_\_\_\_\_  
LUKE A. FUNAIR, Owner (Seal)

Witness:


  
\_\_\_\_\_  
Joseph A. Carraco

  
\_\_\_\_\_  
ELAINE T. FUNAIR, Owner (Seal)

BURNS CONTRACTING

Witness:

  
\_\_\_\_\_  
Joseph A. Carraco

  
\_\_\_\_\_  
(Seal)  
, Contractor

**SUGGESTED DEED DESCRIPTION Lot No 52 of the COKE HILL ESTATES SUBDIVISION**

**LOT No 52**

BEGINNING at an iron pin in the westerly right-of-way line of McCracken Run Road, being also the southeast corner of Lot No 53 in the COKE HILL ESTATES SUBDIVISION; thence by the westerly right-of-way line of McCracken Run Road S 6-21'-30" E 100.73 feet to an iron pin; thence by same along said right-of-way by a curve to the right having a radius of 25 feet, a bearing of S 22-45'-19" W with a chord distance of 24.1 feet to an iron pin; thence still by same by a curve to the left having a radius of 1525.00 feet, a bearing of S 46-47'-13" W with a chord distance of 233.91 feet to an iron pin in the center of the pole line of the Power Line right-of-way; thence by the center of the pole line being 50.0 feet west of power line right-of-way line N 6-23'-54" W 147.20 feet to an iron pin, being also the southwest corner of Lot No 53; thence by the southerly line of Lot no 53 in the COKE HILL ESTATES SUBDIVISION N 53-38'-31" E 229.77 feet to an iron pin and the place of beginning.

Containing 25,561 sq. ft. = 0.59 acre

EXCEPTING and reserving a right-of-way easement fifty (50.0) feet wide for the Power Co. along the westerly property line.

EXCEPTING and reserving a right-of-way easement ten (10.0) feet wide for the construction and maintenance of utility line's along and adjacent to the road right-of-ways.