

03-1202-CD
BERNARD P. SNYDER, et al. vs. MICALE CONSTRUCTION SERVICES, INC.

03-1202-CD

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 14th day of August, 2003 by and between **Bernard P. Snyder and Kristy L. Snyder**, hereinafter "Owners", of **4th Street, Dubois, PA 15801**, and **Micale Construction Services**, hereinafter "Contractor" of **416 Main Street, Kersey, Pa 15846**.

See Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein.

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 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 City of DuBois, County of Clearfield, State of PA.
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:

Micale Construction Services

Eric E. Jacobs (SEAL)
By: ERIC E. JACOBS
Please Print or Type Name Above

Bernard P. Snyder (SEAL)
Owner, Bernard P. Snyder

Kristy L. Snyder (SEAL)
Owner, Kristy L. Snyder

FILED

AUG 14 2003

William A. Shaw
Prothonotary/Clerk of Court

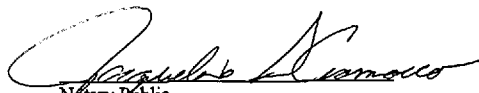
COMMONWEALTH OF PENNSYLVANIA :

ss.

COUNTY OF :

On this, the 14th day of August, 2003, before me, the undersigned officer, personally appeared Bernhard P. Snyder, Kristy L. Snyder, known to me (or satisfactorily proven) to be the one of the persons whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purposes herein contained.

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


Notary Public

Notary Seal
Jacqueline S. DiMaggio, Notary Public
Curwensville, PA, Clearfield County
My Commission Expires Mar. 14, 2005

EXHIBIT "A"

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

BEGINNING at an existing P.K. nail set by this survey in the centerline of T-398 (33' R/W) (Fourth Street), said nail being the northwest corner of a larger parcel of which the herein described parcel was a part, and being the southwest corner of the herein described parcel, and shown as corner number 45 on the hereto attached survey map,

THENCE; N 30 degrees 22 minutes 55 seconds E along the centerline of T-398 (33' R/W) (Fourth Street) a distance of 230.14 feet to an existing P.K. nail set by previous survey, said nail being the southwest corner of lands now or formerly Larry F. & Merian A. Stott (Instrument Number 200216637, dated September 3, 2002), and being the northwest corner of the herein described parcel, and shown as corner number 24 on the hereto attached survey map,

THENCE; S 38 degrees 34 minutes 35 seconds E along lands now or formerly Larry F. & Merian A. Stott (Instrument Number 200216637, dated September 3, 2002) and through the eastern Right-of-Way for T-398 (33' R/W) a distance of 628.32 feet to an existing rebar set by previous survey, and shown as corner number 43 on the hereto attached survey map,

THENCE; N 60 degrees 03 minutes 45 seconds W through the lands of which this was a part DuBois Area Catholic Schools (Instrument Number 199912945) and through the eastern Right-of-Way for T-398 (Fourth Street) (33' R/W) a distance of 586.44 feet to a P.K. nail set in the centerline for T-398, said nail being the southwest corner of the herein described parcel, and shown as corner number 45 on the hereto attached survey map, the place of beginning.

CONTAINING 67,479 square feet or 1.55 Acres

SUBJECT to Right-Of-Way of T-398 (Fourth Street)(33-foot R/W)

SUBJECT to any utility easements which may be of record.

BEING a portion of lands conveyed from Donald W. Trautman, Most Reverend Bishop Of Erie " DuBois Area Catholic Schools" as described in Instrument Number 1999-12945.

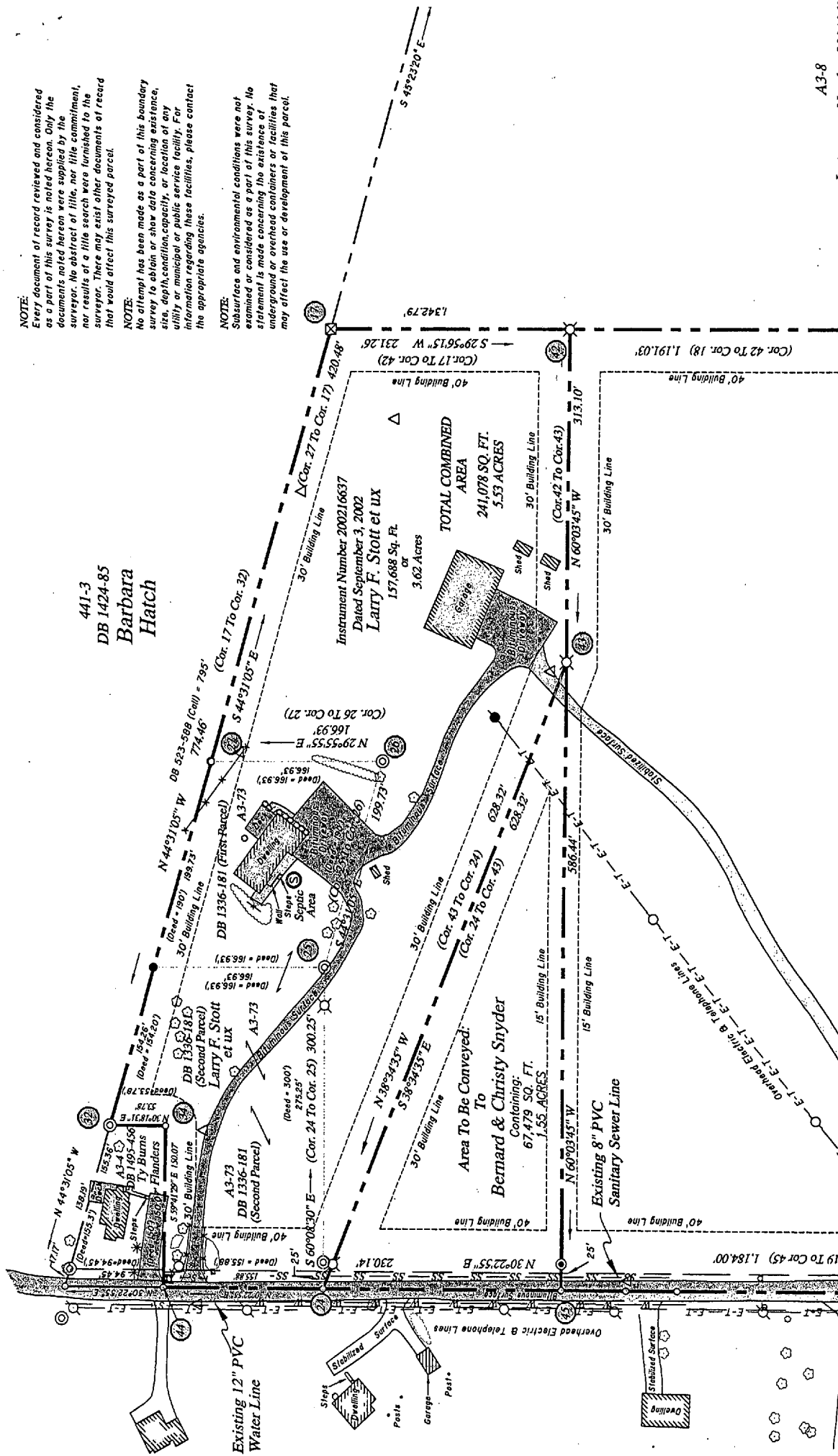
BEING the same premises as surveyed and drawn by ALEXANDER & ASSOCIATES INC., Falls Creek, PA 15840. Said survey plat is under the date of, May 6, 2003, and is referenced as JN2439-03 and is intended to be recorded in the Clearfield County Courthouse for a more particular description.

NOTE:
Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied by the surveyor. No abstract of title, nor title commitment, nor results of a title search were furnished to the surveyor. There may exist other documents of record that would affect this surveyed parcel.

NOTE:
No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal or public service facility. For information regarding these facilities, please contact the appropriate agencies.

NOTE:
Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of this parcel.

441-3
DB 1424-85
Barbara
Hatch



FILED Hopkins pd.
011134-81 20.00
AUG 14 2003
William A. Shaw
Prothonotary/Clerk of Courts
2 cc Atty
J