

03-1351,CD
JAYME LEE vs. ROGER BRESSLER

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

JAIME LEE,
Owner

vs.

ROGER BRESSLER
Excavator

:
: 2003- -WML
: 03- 1351- CD
:
:
:
:
:

WAIVER OF MECHANIC'S LIEN

THIS AGREEMENT, waiving the right to file Mechanic's Lien, is made this 31st day of July, 2003, between JAIME LEE, with mailing address of 638 State Street, Curwensville, Pennsylvania, 16833, hereinafter called "OWNER", and ROGER BRESSLER with place of business at Railroad Street, Grampian, PA, hereinafter referred to as "EXCAVATOR".

WHEREAS, EXCAVATOR has agreed to furnish certain materials and labor for the construction of a home on all that certain piece or parcel of land situate in Penn Township, Clearfield County, to which OWNER took title by deed at Clearfield County Instrument Number 200314934, and more particularly described as follows:

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

BEGINNING at a ¾" rebar (set) on the Southern line of lands of Thomas E. Best and Linda S. Best, as recorded in Clearfield County Deed Book 1439, Page 145, said rebar being South 64 degrees 15 minutes 17 seconds East a distance of 473.77 feet from a 2 inch pipe (found) at the Southwest corner of Thomas E. Best and Linda S. Best, said place of beginning being the Northwestern corner of the parcel herein conveyed; thence along the Southern line of lands of Thomas E. Best and Linda S. Best, as recorded in Deed Book 1439, Page 145, South 64 degrees 15 minutes 17 seconds East a distance of 107.22 feet to a 1 ¼" pipe (found), said pipe being the Southeast corner of Thomas E. Best and Linda S. Best; thence still along the lands of Thomas E. Best and Linda S. Best, North 28 degrees 23 minutes 34 seconds East a distance of 30.70 feet to a ¾" rebar (set), said rebar being the Southwest corner of lands of Thomas E.

Best and Linda S. Best, as recorded in Deed Book 1441, Page 473; thence still along the lands of Thomas E. Best and Linda S. Best, South 64 degrees 26 minutes 14 seconds East a distance of 240.19 feet to a $\frac{3}{4}$ " rebar (set), said rebar being the Northwest corner of Lot Number 7 of the Monty T. Simbeck Subdivision, Phase 2; thence along the Western line of lands of Lot Number 7 South 23 degrees 57 minutes 24 seconds West a distance of 123.97 feet to a $\frac{3}{4}$ " rebar (set), said rebar being on the right of way of a 50 foot wide cul-de-sac of Simbeck Drive; thence along the Northern right-of-way line of Simbeck Drive the following courses and distances; along the arc of a curve with a radius of 50.00 feet, an arc distance of 26.83 feet, curving to the left, the chord of said running South 71 degrees 08 minutes 54 seconds West a distance of 26.51 feet to a point; thence North 64 degrees 13 minutes 23 seconds West a distance of 98.12 feet to a point; thence North 68 degrees 50 minutes 53 seconds West a distance of 103.11 feet to a point; thence North 78 degrees 56 minutes 24 seconds West a distance of 73.79 feet to a point; thence North 79 degrees 21 minutes 05 seconds West a distance of 22.73 feet to a $\frac{3}{4}$ " rebar (set), said rebar being the Southeast corner of Lot No. 5; thence along the Eastern line of Lot Number 5 North 10 degrees 21 minutes 41 seconds East a distance of 149.26 feet to a $\frac{3}{4}$ " rebar (set) and place of beginning.

CONTAINING 1.081 acres, and being designated as Lot No 6, as shown on Phase 2 of the Monty T. Simbeck Subdivision, dated June 5, 1999, which subdivision Map was prepared by Curry & Associates.

FURTHER, the Grantor does hereby grant and convey unto the said Grantees, their heirs and assigns, the free and uninterrupted use, liberty and privilege of passage in and along a certain right-of-way, in Penn Township, Clearfield County, Pennsylvania, extending in and out of Township Road 843, curving in a Southwesterly direction and then curving in a Southeasterly direction to land to Monty T. Simbeck, said right-of-way being 63 feet wide where it begins at the end of the Township Road 843, and being 70.96 feet wide where it meets the Western line of Monty T. Simbeck land, and said right-of-way being thirty (30) feet wide on the Western side on the centerline of said right-of-way and thirty three (33) feet wide on the Western side of the centerline of said right-of-way is shown on the aforesaid Subdivision Maps of Monty T. Simbeck, prepared by Curry and Associates, and which right-of-way is described in Deed of Right-of-Way from Sharon Fiegel and Robert Fiegel to Monty T. Simbeck, recorded May 7, 1999 to Clearfield County Instrument No. 199907306, and as described in Deed of Right-of-Way from Dalma L. Nicholson to Monty T. Simbeck, recorded July 7, 1999 to Clearfield County Instrument No. 199911250.

FURTHER, the Grantor does hereby grant and convey unto the said Grantees, their heirs and assigns, the free and uninterrupted use, liberty and privilege of and passage in and along a fifty (50) foot right-of-way, designated a Simbeck Drive, as shown on the aforesaid Subdivision Maps of Monty T. Simbeck, prepared by Curry and Associates.

TOGETHER with free ingress, egress and regress to and for the said Grantees, their heirs and assigns, their tenants and undertenants, occupiers or possessors of the said Grantees' premises, in common with him, the said Grantor, his heirs and assigns, his tenants and undertenants, occupiers or possessors of the said Grantors' messuage and ground adjacent to the above-described right-of-ways.

TO HAVE AND TO HOLD all and singular the privileges aforesaid to them, the Grantees, their heirs and assigns, to and for the only proper use and behoof of them, the said Grantees, their heirs and assigns, forever, in common with him, the said Grantors, his heirs and assigns as aforesaid.

BEING the same premises conveyed to Jaime Lee by Deed dated August 20, 2003 and recorded at Clearfield County Instrument No. 2003 14934.

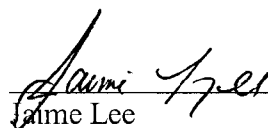
NOW, THEREFORE, it is hereby stipulated by and between the said parties as part of the said Contract and for the consideration set forth, that before any of the above construction is commenced, neither the undersigned EXCAVATOR, any sub-contractor or Materialman, nor any other person furnishing labor or materials to the said EXCAVATOR under the contract above referred to, shall file a lien commonly known as a Mechanic's Lien, for work done or materials furnished to the said building or any part thereof.

This stipulation is made and intended to be filed with the Clearfield County Prothonotary in accordance with the requirements of the Act of Assembly of Pennsylvania in such cases made and provided.

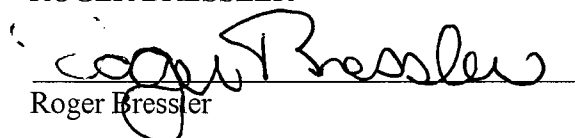
EXCAVATOR acknowledges that he, it or they have inspected the land in question and that no part of it has been disturbed by the EXCAVATOR or any one claiming by or through him prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties has properly executed this Agreement the day and year first above written.

OWNERS:


Jaime Lee

EXCAVATOR:
ROGER BRESSLER


Roger Bressler

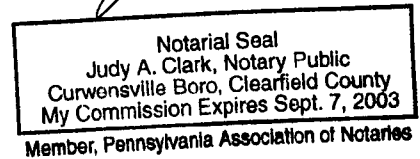
AFFIDAVIT

STATE OF PENNSYLVANIA :
:SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared JAIME LEE, an adult individual, who being duly sworn according to law deposes and says that she is the Owner in the foregoing Waiver of Mechanic's Lien, and further that she executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20th day of AUG ~~July~~, 2003.
JAC

JAC Jaime Lee
Notary Public



AFFIDAVIT

STATE OF PENNSYLVANIA :
:SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared ROGER BRESSLER, who being duly sworn according to law deposes and says that he is the operator of land in the foregoing Waiver of Mechanic's Lien, and further that he executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of AUG ~~July~~, 2003.
JAC

Judy A. Clark
Notary Public

