

03-1589-CD

NATHAN A. BENTON, etal. vs. GARY P. MITCHELL, etal.

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this October 21, 2003 by and between Nathan Andrew Benton and Barbara Ann Benton, hereinafter "Owner(s)", of RR 2, DuBois, PA 15801, and Gary P. Mitchell of ~~RR 2, DuBois, PA 15801~~ G.P. Mitchell Contracting, hereinafter "Contractor" of RR 4 Box 243, DuBois, PA 15801.

03-1589-CD

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 Township of Huston, 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.

FILED

OCT 23 2003

William A. Shaw  
Prothonotary/Clerk of Courts

Witness:

*Kathryn Charles Gorda*

G.P. Mitchell Contracting

By: *Gary P. Mitchell* (SEAL)  
Gary P. Mitchell

*Nathan Andrew Benton* (SEAL)  
Owner, Nathan Andrew Benton

*Barbara Ann Benton* (SEAL)  
Owner, Barbara Ann Benton

COMMONWEALTH OF PENNSYLVANIA .  
COUNTY OF Clearfield :

us.

On this, the 21st day of October, 2003, before me, the undersigned officer, personally appeared Gary P. Mitchell of ~~MD CONTRACTING~~ G.P. Mitchell Contracting, 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.

*Kathryn E. Swartzlander*  
Notary Public

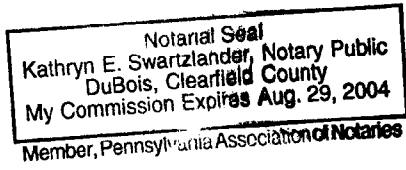


EXHIBIT "A"

ALL those pieces, parcels or tracts of land situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF:**

**Beginning** at a point in the centerline of Township Road 408 (Spichers Road), said point also being the northwest corner of Wilfong (Deed Book 1406 Page 501); Thence along the centerline of said road N 48 degrees 37 minutes 34 seconds W, a distance of 250.10 feet to a point; Thence along the same and a curve to the right (CH - N 33 degrees 02 minutes 58 seconds W, LC - 251.39', R - 402.14') and having an arc length of 255.68 feet to a point; Thence, still along the centerline of said road N 16 degrees 48 minutes 51 seconds W, a distance of 169.78 feet to a point; Thence along a curve to the right (CH - N 05 degrees 26 minutes 03 seconds W, LC - 237.73', R - 732.50') and having an arc distance of 238.79 feet to a point; Thence N 02 degrees 26 minutes 24 seconds E a distance of 234.96 feet to a point; Thence along a curve to the left (CH - N 32 degrees 00 minutes 06 seconds W, LC - 348.27', R - 377.53') and having an arc distance of 361.97 feet to a point, said point also being the southwest corner of other lands of Benton (Inst. #200113880, Second Thereof); Thence along said southerly line of other lands of Benton N 64 degrees 47 minutes 54 seconds E, a distance of 1174.52 feet to a set 5/8" rebar w/cap, said point lying on the southerly line of other lands of Benton (Inst. #200113880, First Thereof); Thence along the said southerly line of Benton S 87 degrees 12 minutes 06 seconds E, a distance of 753.25 feet to a set 5/8" rebar w/cap, said point lying on the westerly line of Bundy (Deed Book 781 Page 180); Thence along said westerly line S 04 degrees 17 minutes 54 seconds W, a distance of 701.25 feet to a set 5/8" rebar w/cap; Thence still along said westerly line S 05 degrees 47 minutes 54 seconds W, a distance of 290.27 feet to a set 5/8" rebar w/cap, said point lying on the northerly line of Beckes (Deed Book 742 Page 14); Thence along said northerly line N 83 degrees 09 minutes 14 seconds W, a distance of 112.64 feet to a set 5/8" rebar w/cap, said point being the northwest corner of the aforesaid Beckes; Thence S 04 degrees 27 minutes 46 seconds W, a distance of 1188.00 feet to a set 5/8" rebar w/cap, said point lying on the northerly line of the aforementioned Wilfong; Thence along said northerly line N 85 degrees 34 minutes 00 seconds W, a distance of 962.93 feet to a point and place of beginning.

CONTAINING 67.7505 acres according to the Plan of Minor Subdivision prepared by Land & Mapping Services dated December 30, 2002 and recorded in the Clearfield County Courthouse.

**THE SECOND THEREOF:**

**Beginning** at a point, said point lying in the centerline of Township Road 408 (Spichers Road) and also lying on the Sandy/Huston Township line; Thence along said township line N 07 degrees 36 minutes 05 seconds E, a distance of 414.06 feet to a set 5/8" rebar w/cap; Thence along other lands of Benton S 87 degrees 12 minutes 06 seconds E, a

distance of 1287.00 feet to a set 5/8" rebar w/cap; Thence along the northeasterly line of other lands of Benton S 64 degrees 47 minutes 54 seconds W, a distance of 1174.52 feet to a point, said point lying in the centerline of the aforesaid Township Road 408; Thence along said centerline and a curve to the left (CH - N 60 degrees 01 minutes 06 seconds W, LC - 7.23', R - 377.53') and having an arc distance of 7.23 feet to a point, said point being a common corner of Spicher (Deed Book 602 Page 29); Thence leaving said road and along said Spicher N 35 degrees 45 minutes 16 seconds E, a distance of 216.60 feet to a set 5/8" rebar w/cap; Thence along the same N 65 degrees 04 minutes 02 seconds W, a distance of 100.00 feet to a set 5/8" rebar w/cap; Thence still along said Spicher S 35 degrees 45 minutes 16 seconds W, a distance of 216.71 feet to a point, said point lying in the centerline of said Township Road 408; Thence along said centerline and a curve to the right (CH - N 58 degrees 38 minutes 06 seconds W, LC - 142.30', R - 879.21') and having an arc distance of 142.45 feet to a point; Thence still along said centerline and a curve to the left (CH - N 60 degrees 56 minutes 08 seconds W, LC - 67.50', R - 306.15') and having an arc distance of 67.64 feet to a point and place of beginning.

CONTAINING 9.0840 acres according to the Plan of Minor Subdivision prepared by Land & Mapping Services dated December 30, 2002 and recorded in the Clearfield County Courthouse.

### **THE THIRD THEREOF:**

**Beginning** at an existing iron pipe, said iron pipe being the southwest corner of Lewis (Deed Book 470 Page 239) and lying on the Sandy/Huston Township Line; Thence along the southerly line of Lewis S 87 degrees 12 minutes 06 seconds E, a distance of 1782.00 feet to a set 5/8" rebar w/cap; Thence along the easterly line of Lewis N 06 degrees 47 minutes 54 seconds E, a distance of 1204.50 feet to a set 5/8" rebar w/cap; Thence N 87 degrees 12 minutes 06 seconds E, a distance of 165.00 feet to an existing post and stones, said point being the southwesterly corner of Commonwealth of Pennsylvania; Thence along the westerly line of Bundy (Deed Book 781 Page 180) S 04 degrees 17 minutes 54 seconds W, a distance of 1905.75 feet to a set 5/8" rebar w/cap; Thence along the north line of other lands of Benton N 87 degrees 12 minutes 06 seconds W, a distance of 2040.25 feet to a set 5/8" rebar w/cap, said point lying on the Sandy/Huston Township line; Thence along said township line N 07 degrees 36 minutes 05 seconds E, a distance of 706.01 feet to a point and place of beginning.

CONTAINING 37.8994 acres according to the Plan of Minor Subdivision prepared by Land & Mapping Services dated December 30, 2002 and recorded in the Clearfield County Courthouse.

BEING the same premises conveyed to Nathan Andrew Benton and Barbara Ann Benton, husband and wife, by deed of Clarence W. Spicher dated August 28, 2001, and recorded in Clearfield County at Instrument Number 200113880.

BEING the same premises which were also conveyed by corrective deed from Nathan Andrew Benton and Barbara Ann Benton to Nathan Andrew Benton and Barbara Ann Benton, dated and recorded June 16, 2003 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, as instrument no. 200310326.

NATHAN ANDREW BENTON and  
BARBARA ANN BENTON, husband and wife,  
Owners

and

GARY P. MITCHELL of  
G.P. MITCHELL CONTRACTING  
Contractor

CONTRACTOR'S WAIVER OF LIENS

Notary Public  
Prothonotary

**FILED**  
OCT 23 2003  
11:37 AM  
Pd. \$20.00  
Wb CC

LAW OFFICES  
ERVIN S. FENNELL, JR.  
228 DEPOSIT BANK BUILDING  
POST OFFICE BOX 606  
DUBOIS, PENNSYLVANIA  
15801-0606