

03-1822-CD
ROLAND C. STIVTS, etal. vs. WAYNE C. NEPPER BUILDING& REMODELING

2003-1822-CN

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 10th day of December, 2003, by and between Roland C. Silvis and Gloria J. Silvis, of 1013 Antis Hill Road, Clearfield, Pennsylvania, hereinafter "Owner" and Wayne C. Neeper Building & Remodeling of R.D. #1, Box 366, Curwensville, Pennsylvania, 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 Mechanic's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against All that certain piece or parcel of land situate, lying and being located at 1155 Mt. Zion Road, Clearfield,, Clearfield County and Commonwealth of Pennsylvania, bounded and described on 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.

FILED

DEC 10 2003
11/30/3-001-
William A. Shaw
Prothonotary
RD 20. —

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

Witness:

Witness: Carol

Wayne C. Neep (Seal)
Wayne C. Neep Contractor

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:

Care a f

Witness:

Care a f

R C Silvis

(Seal)

ROLAND C. SILVIS, Owner

Gloria J. Silvis

(Seal)

GLORIA J. SILVIS, Owner

EXHIBIT A

Roland C. Silvis and Gloria J. Silvis
TAX MAP # 123-J07-133

ALL that certain lot or parcel of land of the Hand and Lumadue Subdivision, situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEING known as Lot 2 and beginning at a 5/8" rebar set in the eastern line of a twenty (20) foot private road, said 5/8" rebar also being the northwestern corner of the land herein described;

THENCE by Lot 4 of the Hand and Lumadue Subdivision, North 58 degrees 26 minutes 43 seconds East 446.27 feet to a 5/8" rebar set in the eastern line of S.R. 0322;

THENCE by the eastern line of said S.R. 0322 South 30 degrees 28 minutes 27 seconds East 413.79 feet to a fence post in the eastern line of said S.R. 0322 and in the northern line of S.R. 1003;

THENCE by the northern line of said S.R. 1003, South 26 degrees 35 minutes 37 seconds West 213.16 feet to a fence post;

THENCE still by the northern line of said S.R. 1003 South 58 degrees 31 minutes 41 seconds West 255.42 feet to a 5/8" rebar set in the eastern line of the aforementioned twenty (20) foot private road;

THENCE by the eastern line of said twenty (20) foot private road and Lot 1 of the Hand and Lumadue Subdivision North 31 degrees 46 minutes 17 seconds West 525.85 feet to a 5/8" rebar set in the eastern line of said twenty (20) foot private road and the place of beginning.
Containing 5/087 acres.

Being Lot No. 2 in the Hand and Lumadue Subdivision is recorded in Clearfield County as Map No. 2334, Instrument No. 2001-17012.

TOGETHER with the right to use the twenty (20) foot private road, 525.85 feet along, crossing Lot 1 of the Hand and Lumadue Subdivision and lying along the eastern line of Lot 2 to access S.R. 1003.

SUBJECT, NEVERTHELESS, TO THE FOLLOWING CONDITIONS AND RESTRICTIONS:

1. The Grantees, their heirs, successors and assigns shall never remove, or cause to be removed, more than one-half (1/2) of the timber located on the herein described parcel as of the date of this Deed.
2. The Grantees, their heirs, successors and assigns shall not subdivide this parcel for any reason.
3. The Grantees, their heirs, successors and assigns shall not place a trailer, mobile home or double wide on the property herein described.

In the event that any of the above conditions or restrictions are violated, the property shall revert back to Brent A. and Stephanie A. Hand, their heirs, successors and assigns.