

04-132-CD
EDWARD W. SIKORA, et al. vs. RONALD C. TORRELL, et al

Edward Sikora et al vs. Ronald Torrell et al
2004-132-CD

04132-00

FILED

JAN 29 2004

William A. Shaw
Prothonotary/Clerk of Courts

WAIVER OF RIGHT TO FILE MECHANICS' LIEN

KNOW ALL MEN BY THESE PRESENTS, that EDWARD W. SIKORA and MARLENE C. SIKORA, husband and wife, of 657 West Long Avenue, DuBois, Clearfield County, Pennsylvania 15801 ("Owners"), and RONALD C. TORRELL and RICHARD J. BERNARDO, partners, t/a TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES, having an address of 130 McCracken Run Road, DuBois, Pennsylvania 15801 ("Contractor"), have entered into a Construction Agreement dated October 16, 2003 (Contract) relating to the construction of a building and other improvements upon the following described premises as part of the consideration for which agreement this Waiver of Liens is given:

ALL that certain piece, parcel or tract of land together with the structures erected thereon situate in the City of DuBois, County of Clearfield, and Commonwealth of Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a point on the western right-of-way line of McCracken Run Road North, being a 50 foot right-of-way at the northeast corner of Lot #2 of the Sikora Plan No. 1, said point being the southeast corner of the herein described parcel;

thence by lands of said Lot #2, North 79° 00' 00" West, a distance of 201.47 feet to a point on line of lands now or formerly of Robert and George Cole;

thence along said lands of Robert and George Cole, North 16° 30' 40" East, a distance of 173.37 feet to an iron pipe on line of lands now or formerly of Green & Green Real Estate;

thence along said lands of Green & Green Real Estate, South 85° 45' 00" East, a distance of 186.11 feet to an iron pipe on the western right-of-way of McCracken Run Road North;

thence along said right-of-way, South 11° 00' 00" West, a distance of 194.44 feet to a point, the place of beginning.

CONTAINING 0.811 acres as per survey of R.B. Shannon & Associates, Inc., dated April 25, 2003, and being Lot #3 of the Sikora Plan No. 1 Subdivision as more particularly set forth in map recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200310123, on June 18, 2003.

UNDER AND SUBJECT to all outstanding leases of gas and oil with rights of ingress and regress for removal of the same.

FURTHER UNDER AND SUBJECT to all exceptions, reservations and restrictions which may appear in the recorded chain of title.

NOW, THEREFORE, Contractor, intending to be legally bound hereby, in consideration of the sum of One Dollar (\$1.00) to Contractor in hand paid, the receipt and sufficiency of which are hereby acknowledged, as well as for and in consideration of the entry by Owners into the Contract, does hereby, for Contractor and any and all subcontractors, materialmen and parties acting for, through or under Contractor, them or any of them, or anyone, covenant and agree with Owners that no mechanics' liens or claims shall be filed or maintained by Contractor, them or any of them, or any one, against the above-described real estate, or the buildings or other improvements erected or to be erected thereon, or any of them, or the estate (including a leasehold estate), interest or title thereto of Owners, for or on account of any work done or materials furnished under the Contract or under any supplemental contract, verbal or written, or contract for extra work relating to the construction and completion of said buildings or other improvements, or any of them, or otherwise; and Contractor, for Contractor and any and all subcontractors, materialmen and parties acting through or under Contractor, them or any of them, hereby expressly waives and relinquishes the right to have, file or

maintain any mechanics' liens or claims against said real estate or buildings or other improvements or any of them.

Contractor hereby covenants, promises and agrees that all subcontractors, material suppliers, and laborers on the work shall look to and hold Contractor personally liable for all subcontracts, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owners, or any other person with an estate (including a leasehold estate) in the above-described property, for any work done or labor or materials furnished under the Contract or otherwise.

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 construction and completion of the addition to the existing building or other improvements as to any work and labor done and materials furnished under the Contract aforesaid.

Contractor hereby represents and warrants that prior to the date hereof no work has been done and no materials have been furnished with regard to the construction which is the subject of the Contract or with regard to any supplemental contract, verbal or written, or contract for extra work in or about the construction and completion of any buildings or other improvements on the above-described property.

In order to give Owners and any person having an estate in the above-described property (including a leasehold estate), full power and authority to protect itself and

themselves, the above-described property, the buildings or other improvements to be constructed thereon, and the curtilages appurtenant thereto, against any and all liens or claims filed by the Contractor or anyone acting under or through it in violation of the foregoing covenant by Contractor, the Contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as attorney for it, them, or any of them, in any such Court, and in its or their name or names, (a) to the extent permitted by law, to mark satisfied of record at the cost and expense of Contractor or of any subcontractor, laborer or material supplier, any and all claims or liens filed in violation of the foregoing waiver and covenant, or (b) to cause to be filed and served in connection with such claims or liens (in the name of Contractor or any subcontractor, laborer or material supplier, or anyone else acting under or through it) any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, to incorporate therein, as part of the record the waiver contained in this instrument, and for such act or acts this instrument shall be good and sufficient warrant and authority, and a reference to the court, term and number in which and where this Waiver of Liens shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the contractor for itself and for them does hereby remise, release and quitclaim all rights and all manner of errors, defects and imperfections, whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

This agreement and Waiver of Liens is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County of Clearfield, Commonwealth of

Pennsylvania, or other proper place in which the above-described lands are located, within ten (10) days after the date hereof in accordance with the requirements of law in such case provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
this 29th day of January, 2004.

WITNESS:

Bessie A. Zimtrich

OWNERS:

Edward W. Sikora (SEAL)
Edward W. Sikora

Marlene C. Sikora (SEAL)
Marlene C. Sikora
("Owners")

WITNESS:

Bessie A. Zimtrich

TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES:

By Ronald C. Torrell (SEAL)
Ronald C. Torrell, Partner

By Richard J. Bernardo (SEAL)
Richard J. Bernardo, Partner
("Contractor")

Prothonotary/Clerk of Courts

William A. Shaw

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