

04-398-CD  
JUDY ANN PASSMORE VS. BEATTY EXCAVATING

FILED

MAR 23 2004

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William A. Shaw

Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

2004-398-CV

THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of March, 2004, by and between Judy Ann Passmore, of 7047 Chestnut Grove Highway, Luthersburg, Pennsylvania 15848, hereinafter "Owner" and Beatty Excavating, R.D. #1, Box 14, Luthersburg, Pennsylvania 15848, 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 Mechanics's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against ALL that certain tract or parcel of land located in Bloom Township, Clearfield County, Pennsylvania, bounded and described as described on the Attached Exhibit 'A'.

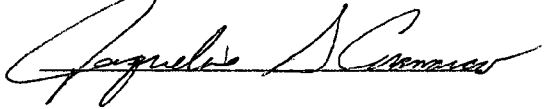
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.


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:



 (Seal)  
Judy Ann Passmore, Owner

Witness:

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BEATTY EXCAVATING

BY:  (Seal)  
Darryl Beatty Contractor

**EXHIBIT 'A'**

**JUDY ANN PASSMORE**

**ALL** that certain tract or parcel of land located in Bloom Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at the northwest corner of the lot now owned by Dale Kassab; thence along land now or formerly of Clifford Serene and Glenn Hartzfeld North 64° West a distance of 387 feet to a point; thence by land now or formerly of Glenn Hartzfeld North 26° East a distance of 265 feet to a point in the centerline of U. S. Route 219; thence along said centerline of U. S. Route 219 South 64° East a distance of 387 feet to a point in the centerline of said U. S. Route 219; thence South 26° West along the lands now or formerly of Dale Kassab, a distance of 264 feet to a point, being the place of beginning.

**CONTAINING** 2.3 acres as per the survey of Gary Thurston dated August 12, 1997, said survey is attached hereto and recorded herewith.

**SUBJECT, NEVERTHELESS,** to all easements and restrictions of record and apparent on the land.

**BEING** a portion of the parcels conveyed to Grantors herein by deed of Elizabeth I. Miller, dated November 9, 1995, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 1728, p. 363.