

Randy Kirkwood et al vs Torrell & Bernardo
2004-594-CD

04-594-CD
RANDY L. KIRKWOOD et al vs. TORRELL & BERNARDO
REMODELING & CUSTOM HOMES

APR 29 2004

CONTRACTOR'S WAIVER OF LIENSWilliam A. Shaw
Prothonotary/Clerk of Courts

THIS AGREEMENT, made and entered into this 28 day of April, 2004, by and between Randy L. Kirkwood and Sharon L. Kirkwood of DuBois, Pennsylvania, 15801, hereinafter "Owner"; and TORRELL & BERNARDO REMODELING & CUSTOM HOMES of 130 McCracken Run Road, DuBois, Pennsylvania, 15801, 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 those certain tracts of land designated as Lot 53 in the Coke Hills Subdivision in the City of DuBois, Clearfield County, Pennsylvania. See attached property description.

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.

ATTEST



Ronald C. Torrell, Secretary

TORRELL & BERNARDO LAND CORP.

By:



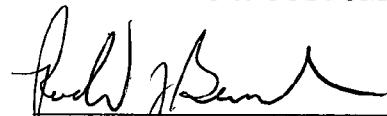
Richard J. Bernardo, President

ATTEST



Ronald C. Torrell

TORRELL & BERNARDO
REMODELING & CUSTOM HOMES



Richard J. Bernardo

EXHIBIT 'A'
Randy L. & Sharon L. Kirkwood

ALL that certain piece, parcel or lot of land lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at an iron pin in the westerly right-of-way line of McCracken Run Road, being also the northeast corner of Lot No. 52 in the Coke Hill Estates Subdivision;

THENCE by the northerly line of Lot No. 52 South 53 degrees 38 minutes 31 seconds West 229.77 feet to an iron pin in the center of the pole line of the power line right-of-way;

THENCE by the center of the pole line being also 50.0 feet west of power line right-of-way line North 6 degrees 23 minutes 54 seconds West 128.29 feet to an iron pin; being also the southwest corner of Lot No. 80;

THENCE by the southerly line of Lot No. 80 in the Coke Hill Estates Subdivision North 53 degrees 38 minutes 31 seconds East 229.87 feet to an iron pin in the westerly right-of-way line of McCracken Run Road;

THENCE by the Westerly right-of-way line of McCracken Run Road South 6 degrees 21 minutes 30 seconds East 128.43 feet to an iron pin and the place of beginning.

CONTAINING 25,193 square feet = 0.58 acre more or less and being known as Lot No. 53 of the Coke Hill Estates Subdivision in the City of DuBois, Pennsylvania.

EXCEPTING and reserving a right-of-way easement fifty (50.0) feet wide for the power company along the westerly property line.

EXCEPTING and reserving a right-of-way easement ten (10.0) feet wide for the construction and maintenance of utility lines along and adjacent to the road right-of-ways.

UNDER AND SUBJECT, nevertheless, to the express conditions and restrictions as appear below which Grantees, for themselves, their heirs and assigns, by acceptance of this indenture, agree with the Grantors, their heirs and assigns, that said restrictions and conditions may be amended, expanded, or eliminated, either in part or in entirety from future conveyances by the Grantors from its lands.

FILED

10:48 AM
APR 29 2004
20,00

cc: Atty Hopkins
William A. Shaw
Prothonotary/Clerk of Courts