



FILED

JUN 11 2004

William A. Shaw  
Prothonotary/Clerk of CourtsCONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of June, 2004, by and between Christopher L. Donahue and Ashley M. Hynds, of 186 Daffodil Lane, DuBois, Pennsylvania, hereinafter "Owner" and Christopher L. Donahue of 186 Daffodil Lane, DuBois, 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 in 186 Daffodil Lane, DuBois, 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.

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:

M. Barlow

Witness:

as to all.

Witness:

\_\_\_\_\_

Ashley M. Wynne (Seal)  
Owner

Christopher J. Dore (Seal)  
Owner

Christopher J. Dore (Seal)  
Contractor

## **Exhibit "A"**

ALL that certain piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as Exhibit "A" attached hereto.

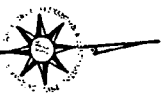
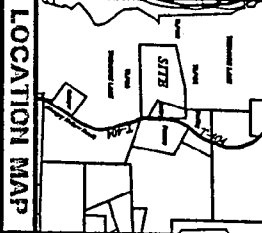
Being known as "Parcel A" on a subdivision map by Alexander and Associates, Inc. Land & GPS Surveying Services, dated October 7, 2003. Said map is recorded in the Office of the Recorder in and for Clearfield County as Instrument No. 2003-20471.

BEING a portion of the same premises which were conveyed to Lance P. Donahue and Mary E. Donahue, husband and wife, by deed of Deposit Bank, a corporation created and existing under the laws of the Commonwealth of Pennsylvania, dated December 30, 1986, and recorded in the Office of the Recorder of Deeds in and for Clearfield County in Deed Book Volume 1132 at page 282.

EXCEPTING AND RESERVING unto John E. DuBois, his heirs and assigns forever, all the coal, oils, gas, fireclay and other minerals contained in or beneath the surface of said lands, together with the unobstructed right to mine, dig and carry away the same, without being liable for any damages caused to the surface thereof, or the buildings thereon by operations carried on beneath the surface of said land.

UNDER AND SUBJECT to all of the rights, duties and responsibilities as set forth in the right of way agreement between Lorraine F. Duttry and Josephine Duttry, husband and wife, and Deposit Bank, the Grantors in prior deed, dated December 30, 1986.

**Transfer Tax: This is a conveyance from parents to son and therefore is not subject to tax under the Pennsylvania Realty Transfer Tax Act.**



Treasure Lake Property Owners Association

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SANDY TOWNSHIP ZONING DISTRICT  
R-4 Residential, Agricultural  
See Act 600, 1968, P.S. 111  
First Reading 1968  
Act 600, 1968, P.S. 111  
Act 600, 1968, P.S. 111

Lance P. & Mary E. Donahue

Lance P. & Mary E. Donahue

David F. Ditty

Josephine L. Ditty

Earl E. Powers, Jr.

Legend

100' 200' 300' 400' 500'

DATE: October 8, 2003

REVISION:

JOB NO: J02508-03

SHEET NO: 1 of 1

FIELD BOOK: 10462X

DRAWN BY: B.A.

SCALE: 1" = 60'

**PARTITION OF LAND**  
For  
**LANCE P. & MARY E. DONAHUE**

Sandy Township  
Clearfield County  
Pennsylvania

**Alexander & Associates, Inc.**  
Land Surveying, C.P.S. & Abstracting  
112 Church Street, P.O. Box 378  
Falls Creek, Pennsylvania, 15440  
Phone: (814) 371-5578 Fax: (814) 371-5550  
Lionel Alexander, P.L.S., Reg. No. 22857-E