

04-997-CD  
TORRELL & BERNARDO REMODELING & CUSTOM HOMES VS JOHN M. NULL,  
et al

Torrell & Bernardo vs John Null et al  
2004-997-CD

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## WAIVER OF RIGHT TO FILE MECHANICS LIEN

CONTRACTOR:  
OWNERS:

**TORRELL & BERNARDO REMODELING & CUSTOM HOMES**  
**JOHN M. NULL and GEORGANN POWERS**

This instrument is executed this 6<sup>th</sup> day of June 2004, by **TORRELL & BERNARDO REMODELING & CUSTOM HOME** (hereinafter referred to as Contractor) in favor of **JOHN M. NULL and GEORGANN POWERS**, (hereinafter referred to as Owners)

### WITNESSETH:

1. Contractor is a Contractor within the meaning of the Mechanic's Lien Law of 1963.
2. Owners and contractor have entered into a Contract to build and construct a home on that parcel of land situate in more particularly described on Exhibit A, attached hereto and incorporated herein by reference.
3. Contractor has, by this instrument and the promises contained herein, covenanted, promised and agreed that no Mechanic's or Materialman's Liens shall be filed or maintained against the estate or title of the aforesaid property or any part thereof, or the appurtenances thereto, either by himself or anyone else actions or claiming through or under him for or on account of any work labor or material supplied in the performance of the work under the Contract or under any Supplemental contract or for extra work.

NOW, THEREFORE, in consideration of the Agreement and the covenants of Owners therein contained, and the sum of ONE (\$1.00) DOLLAR paid in hand to contractor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Contractor, for himself and anyone else acting or claiming through or under him, does hereby waive and relinquish all right to file a Mechanic's or Materialman's Lien, or notice of intention to file any lien, and does hereby covenant, promise and agree that no Mechanic's Lien or other lien of any kind whatsoever shall be filed or maintained against the estate or title of the aforesaid property or the appurtenances thereto, by or in the name of contractor, or any Contractor, Materialman or Laborer acting or claiming through or under for work done or materials furnished in connection with the Agreement or by any other party acting through or under them or any of them for and about the property or any part of it.
2. This Agreement waiving the right of lien shall be an independent covenant by Contractor and shall operate and be effective as well with respect to work done and materials furnished under any Supplemental Contract for extra work in connection with the above described project on the property to the same extent as any work and labor done and materials furnished under the Agreement.

**FILED**

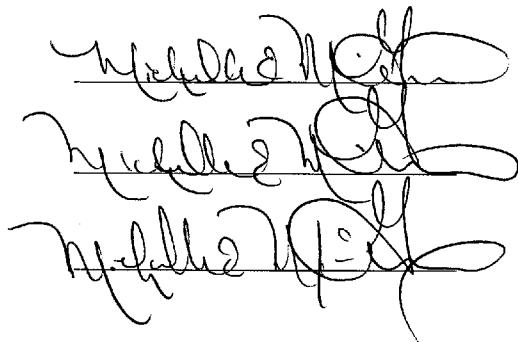
JUN 30 2004

William A. S.  
Prothonotary/Clerk U. Courts

3. In order to give Owners full power and authority to protect itself, the property, the estate or title of the owners therein and the appurtenances thereto, against any and all liens filed by Contractor or anyone acting under or through Contractor in violation of the foregoing covenant, Contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to (I) appear as attorney for him, them or any of them, in any such Court, and in Contractor's or their name or names, to the extent permitted by law, marked satisfied of record at the cost and expense of Contractor or of any Contractor or Materialman, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) cause to be filed and served in connection with such lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by contractor or them, and 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. A reference to the Court and Number in which and where this Waiver Agreement shall have been filed shall be conclusive evidence of the authority herein to warrant such action, and Contractor, for himself and for them, hereby remises, releases and quitclaims all right 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. In the event anyone acting through or under Contractor shall so file a lien in violation of the forgoing covenant, Owners may not exercise their right under this Paragraph three (3) unless such lien has not been stricken or discharged (by payment, posting of a bond or other means) for a period of the (10) days after notice of such lien shall have been received by Contractor.

IN WITNESS WHEREOF, Contractor and Owners have executed this Agreement as of the day and year first above written.

WITNESS:



**TORRELL & BERNARDO REMODELING &  
CUSTOM HOME**

BY: Michael J. Bernardo

John M. Null (Seal)  
JOHN M. NULL

Georgann Powers (Seal)  
GEORGANN POWERS

## EXHIBIT "A"

### LEGAL DESCRIPTION:

**ALL** that parcel of land known as Lot 2B of the Terry L. and Michele L. Thomas Subdivision dated December 24, 2002, and revised October 30, 2003, lying approximately 3 miles West of Clearfield along Pennsylvania State Route 1003, in Lawrence Township, Clearfield County, Pennsylvania, and being more particularly described as follows:

BEGINNING at a  $\frac{3}{4}$  inch rebar set on the southern line of Lot 1, of the subdivision referenced above, now owned by Albert B. Starr, Jr. and Linda S. Starr, as was conveyed to them by instrument number 200310271, said rebar being at the northeast corner of Lot 2A, said rebar also being the northwest corner of the land herein conveyed and running:

Thence South eighty-five ( $85^\circ$ ) degrees twenty-five ( $25'$ ) minutes nine ( $09''$ ) seconds East a distance of two hundred eighty-nine and seventy hundredths (289.70) feet along Albert B. Starr, Jr. and Linda S. Starr, to a  $\frac{3}{4}$  inch rebar set on the western line of Lot 3 now owned by David S. and Jodi L. Grimminger Domico, as was conveyed to them by instrument number 200318419;

Thence South four ( $04^\circ$ ) degrees forty-two ( $42'$ ) minutes twenty-three ( $23''$ ) seconds West a distance of two hundred twelve and twenty-two hundredths (212.22) feet, along Lot 3 to a point in the centerline of a fifty (50) foot Private Road and at the common corner of Lots 3, 5 and 6, said line passing through a  $\frac{3}{4}$  inch rebar set back twenty-five and zero hundredths (25.00) feet from said centerline of the Private Road.

Thence North eighty-four ( $84^\circ$ ) degrees forty-four ( $44'$ ) minutes twenty-two ( $22''$ ) seconds West a distance of two hundred eighty-nine and seventy-two hundredths (289.72) feet along the centerline of the Private Road and Lot 5 to a point at the southeast corner of Lot 2A;

Thence North four ( $04^\circ$ ) degrees forty-two ( $42'$ ) minutes twenty-three ( $23''$ ) seconds East a distance of two hundred eight and seventy-nine hundredths (208.79) feet along Lot 2A to a  $\frac{3}{4}$  inch rebar set and place of beginning, said line passing through a  $\frac{3}{4}$  inch rebar set at twenty-five and zero hundredths (25.00) feet.

Together with and subject to covenants, easements and restrictions of record.

FURTHER, Grantors hereby grant and convey unto the Grantees, herein, their heirs, executors and assigns, in common with the Grantors herein, their heirs, executors and assigns, a fifty (50) foot easement across the Private Road designated on the Thomas Subdivision, the center line of which extends between a point on the eastern boundary line of Martin Street Extension and the western boundary line of Lot 4, for the purpose of ingress, egress and regress from Martin Street Extension to the premises.

UNDER AND SUBJECT to Road Maintenance Agreements dated July 31, 2002 and October 9, 2003, recorded in the Office of the Recorder of Deeds for Clearfield County to Instrument No. 2003313951 and 200313421, respectively.

UNDER AND SUBJECT to a Road Maintenance Agreement between the parties dated January 23, 2004, recorded in the Office of the Recorder of Deeds for Clearfield County to Instrument Number 200401172 January 23, 2004.

EXCEPTING AND RESERVING unto the Grantors, their heirs, executors and assigns, the right, in common with Grantees, their heirs, executors and assigns, of ingress, egress, and regress over, upon and through that part of the aforesaid Private Road extending between the eastern boundary of Lot 5 and Lot 2 and the eastern boundary of the cul-de-sac of the Private Road.

Containing 1.400 acre total minus 0.166 acre for the right-of-way of the fifty (50) foot Private Road, leaving 1,234 acre net and known as Lot 2B of the Terry L. and Michele L. Thomas Subdivision dated December 24, 2002, and revised October 30, 2003, as shown on map prepared by Curry and Associated recorded in the Office of the Recorder of Deeds to Instrument Number. 200322393 on December 11, 2003.

BEING the same premises which became vested in John M. Null and Georgann Powers, single individuals, by deed of Terry L. Thomas and Michele L. Thomas by deed dated January 23, 2004 recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania, to Instrument Number 200401170 on January 23, 2004.

FILED

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JUN 30 2004

Mortg. Settlement pd. 20.00

W<sup>illiam A. Shaw</sup>  
William A. Shaw  
Prothonotary/Clerk of Courts