

04-1215-CD
ROBERT J. USAITIS, et al VS HORIZON HOMES

Robert Usaitis et al vs Horizon Homes
2004-1215-CD

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FILED

018:30
AUG 10 2004

200 to Amy
Hopkins
Att'y pd. 20.00

CONTRACTOR'S WAIVER OF LIENS

William A. Shaw
Prothonotary/Clerk of Courts

THIS AGREEMENT, made and entered into this 5th day of August, 2004, by and between ROBERT J. USAITIS and KARA KOZLOSKI, of 640 Treasure Lake, DuBois, Pennsylvania, 15801, hereinafter "Owner"; and HORIZON HOMES, of Reynoldsville, Pennsylvania, 15851, 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 498 San Spur Road, DuBois, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Clearfield County in Instrument No. 2004-01378.

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.

EXHIBIT 'A'

ROBERT J. USAITIS AND KARA KOZLOSKI

ALL that certain piece or parcel of land, situate lying and being situate in Sandy Township, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a concrete monument at the most westerly point of land of Margie May Phillips, said concrete monument being also a common point between lands of Phillips, Leo Harbison and D.E. Heberling Estate; thence North 36 degrees 49 minutes East, Five Hundred Thirty Seven and sixty-eight hundredths (537.68) feet along the property line between Phillips and Harbison to a point in the center of Township Road No. 397; thence in a southeasterly direction along the centerline of Township Road No. 397, Two Hundred Thirty (230) feet, more or less, to a point; thence South 36 degrees 49 minutes West, Five Hundred Four and eighty-two hundred (504.82) feet, more or less, by land of Phillips to an iron pin; thence North 52 degrees 31 minutes West, Two Hundred Twenty-five (225) feet along the boundary line between Phillips and the D. E. Heberling Estate to the concrete monument at the place of beginning.

CONTAINING two and one-half (2 ½) acres, more or less.

EXCEPTING AND RESERVING gas, oil, coal and other minerals in and under the above described parcel of land, as set out in previous deeds of record.

It is understood and agreed that the grantees, their heirs or assigns, will not construct any permanent buildings closer than One hundred (100) feet to the center of Township Road No. 397, nor closer than Sixty-five (65) feet to the easterly boundary line, nor closer than Fifteen (15) feet to the southerly or westerly boundary lines of the herein conveyed plot of land.

Being known as Clearfield County Tax Parcel No. 128 17326.5

BEING the same premises which became vested in Jack Leroy Phillips and Margie May Phillips by Deed of Eugene H. Young, et ux, dated, dated September 12, 1962 and recorded in Clearfield County Deed Book 501 page 679. The said Jack Leroy Phillips having died March 15, 1989, the property is now solely vested in Margie May Phillips as surviving spouse by operation of law.

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FILED

018:3001
AUG 10 2004

2cc to Atty
Hopkins
Atty pd. 20.00

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IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

By: Robert J. Usatis
Robert J. Usatis, Owner

By: Kara Kozloski
Kara Kozloski, Owner

Audie Geer

HORIZON HOMES

By: Audie Geer
Audie Geer, individually and doing business
as Horizon Homes

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