

04-1314-CD
DANIEL P. REARDON, et al VS THOMPSON HILL HOMES

CONTRACTOR'S WAIVER OF LIENS

04-1314-CD

THIS AGREEMENT made and entered into this 19th day of Aug 2004 by and between Daniel P. Reardon and Christina R. Reardon, hereinafter "Owner(s)" of 5544 Mountain Run Rd, Penfield, PA 15849 and Thompson Hill Homes, hereinafter "Contractor" of 367 Southridge Road, St Mary's, PA 15857.

See Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein.

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 mechanics' 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' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL that certain piece, parcel or lot of ground situate in the Township of Huston, County of Clearfield, State of PA.
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

Thompson Hill Homes,

By:

Kevin Wolff
Kevin Wolff, president (SEAL)
(Type or print name)

FILED

09:40 AM
AUG 24 2004
2000

William A. Shaw
Prothonotary, Clerk of Courts

CONTRWAIVER.doc

D. P. Reardon (SEAL)
Owner: Daniel P. Reardon

Christina R. Reardon (SEAL)
Owner: Christina R. Reardon

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

BEGINNING at a point at the centerline of L.R. 17031, said point also being at the Northeast corner of lands now or formerly of James Kriner; thence along the Westerly line of said lands of Kriner, South 39° 25' West, a distance of 535.0 feet to an iron pin; thence on a curve to the right, the chord of which is North 33° 45' West, a distance of 332.0 feet to an iron pin; thence on a chord which is South 84° 25' West, a distance of 205.0 feet to an iron pin; thence North 35° 55' West a distance of 200.0 feet to an iron pin; thence on a curve, the course of which is North 47° 50' West a distance of 140.0 feet to an iron pin; thence North 19° 45' East a distance of 104.0 feet to an iron pin; thence North 55° 55' East a distance of 375 feet to an iron pin located at the centerline of L.R. 17031; thence along the centerline of L.R. 17031, South 44° 10' East a distance of 568.0 feet to an iron pin and place of beginning. CONTAINING 7.9 acres.

Exhibit "A"