

2004-1343-CD
RICHARD E. POWERS, ETAL

VS

RICK POWERS CONT., INC.

Richard Powers et al vs Rick Powers Co
2004-1343-CD

FILED Hopkins pd.
20.00
011:1761
AUG 27 2004 acc Atty**CONTRACTOR'S WAIVER OF LIENS**William A. Shaw
Prothonotary/Clerk of Courts

THIS AGREEMENT, made and entered into this 24th day of August, 2004, by and between Richard E. Powers and June A. Powers of 305 Highland Street Extension, DuBois, Pennsylvania, 15801, hereinafter "Owner"; and RICK POWERS CONTRACTING, INC., of DuBois, Pennsylvania, 15801, "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 that certain piece, parcel or tract of land in Sandy Township, 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.

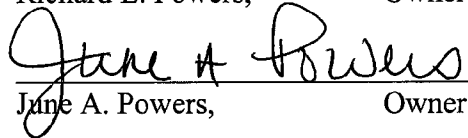
4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be 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

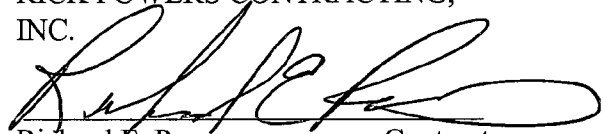


Richard E. Powers, Owner



June A. Powers, Owner

RICK POWERS CONTRACTING,
INC.



Richard E. Powers, Contractor

EXHIBIT 'A'
Richard E. & June A. Powers

ALL that certain parcel of land situate in the Township of Sandy, County of Clearfield, State of Pennsylvania, bounded and described as follows, to wit:

Beginning at an iron pin, on the Northern right of way of State Route 4009 and the Eastern line of Natalie Keel, Thence along Natalie Keel N 8° 35' 19" E 639.80' to an Iron Pin, Thence continuing along Natalie Keel S 80° 37' 05" E 175.00' to an Iron Pin, Thence along lot # 2 of the Powers 3 Subdivision S 10° 00' 10" W 714.17' to an Iron Pin on the Northern right of way of State Route 4009, Thence along aforesaid State Route 4009 N 55° 27' 43" W 175.00' to an Iron pin and the place of beginning. Containing 2.590 Acres and being Lot #1 of the Powers 3 Subdivision.

UNDER AND SUBJECT, nevertheless, to the express conditions. and restrictions as appear below the 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;

1. No lot shall be used except for single-family residential dwelling purposes. All houses built on said premises will contain at least 1232 square feet of living area. Anything fewer than 1232 square feet must meet approval of Grantor or its successors or assigns.
2. All dwellings and accessories thereto shall be in accordance with the ordinances in effect as ordained by the Township of Sandy except the side set backs shall be ten (10) feet. Any side set back less than ten (10) feet must meet the approval of Grantor, its successors and/or assigns. All accessory buildings will match the exterior of dwelling.
3. Every owner of a lot in the subdivision shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisitions).
4. **UNDER AND SUBJECT** to the conditions that all utility lines in the subdivision, including but not limited to electric, gas and telephone cable, must be placed underground.
5. **UNDER AND SUBJECT** to the condition that construction of a residential structure be commenced within two (2) years from the date hereof. It is further understood and agreed that in the event said structure is not commenced within two (2) years from the date hereof, the within conveyance shall become null and void and title thereto shall revert to Grantors, its heirs assigns. Grantor herein does agree, however, that in the case of said reversion or retaking, they shall reimburse to the Grantees the original purchase price less any and all amounts expended by them for the transfer taxes, real estate taxes, attorney's fees and closing costs of the original transaction as well as all costs involved in the transfer necessitated by the reversion on retaking.

6. UNDER AND SUBJECT to the condition that a well will be drilled for the residential structure prior to the time construction of the residential structure is commenced. RICHARD (RICK) POWERS CONSTRUCTION will be responsible for drilling said well. It is further understood and agreed that in the event said well is not drilled prior to the time construction of the residential structure is commenced or if water is not found, the within conveyance shall become null and void and title thereto shall revert to Grantors, its heirs assigns. Grantor herein does agree, however, that in the case of said reversion or retaking, they shall reimburse to the Grantees the original purchase price plus any and all amounts expended by them for the transfer taxes, real estate taxes, attorney's fees and closing costs of the original transaction as well as all costs involved in the transfer necessitated by the reversion on retaking.
7. After completion of exterior of house, buyer has one (1) year to install yard.
8. It is expressly covenanted and agreed by and between the parties hereto that no other contractor or contracting firm other than RICHARD (RICK) POWERS CONSTRUCTION, shall be permitted to at anytime place signs with the name of the contractor or contracting firm or any other means of advertisement by the contractor or contracting firm in the said subdivision.
9. Grantor reserves for itself, its successors and assigns, for the purposes incident to its development of the real property subject to these restrictions, a 7.6 foot wide easement along all property boundary lines for the purpose of construction, operation and maintenance of culvert pipes and/or utility lines and mains. Grantor also reserves the right to trim, cut and remove any trees and brush and to locate guide wires and braces wherever necessary for the installation, operation and maintenance together with the right to install, operate and maintain gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto.
10. On each lot, the rights of way and easements area reserved by the Grantor shall be maintained continuously by the lot owner but structures, plantings or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of culvert pipes and/or utilities, which may change the direction of flow of drainage channels in the easement, which may obstruct or retard the flow of water ratios or create erosion or sliding problems, provided, however, that where the exiting location of a drainage channel would hinder the orderly development of a lot, the drainage channel may be relocated, provided such relocation does not cause any encroachment on any other lot in the subdivision. Improvements within such area shall also be maintained by the respective lot owner except for those which a public authority or utility company is responsible.
11. Any other excavation or changing of the water tables beside what is specified in contract, Grantees will be responsible for their own ENS plans.

UNDER AND SUBJECT to all sewer lines in, on or underlying said premises with the right to go on said premises to repair maintain and replace the same.

FURTHER UNDER AND SUBJECT to all exceptions and reservations and easements of record or which can be determined by inspection of the premises.