

04-1486-CD
ALLAN SIMPSON, et al. vs. C.E. NELSON BUILDING & REMODELING

04-1486-CD

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 28th day of September, 2004, by and between **ALLAN SIMPSON and SHERYL J. SIMPSON**, husband and wife, of DuBois, Pennsylvania, hereinafter "Owner", and **C. E. NELSON BUILDING AND REMODELING**, of DuBois, Clearfield County, 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 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

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William A. Shaw
Prothonotary/Clerk of Courts

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 lot or parcel of ground situate, lying and being in Sandy Township, Clearfield County, Pennsylvania. Said property being also known as Lot #9 in the Acorn Hills Plan of the Treasure Lake Subdivision, and which is more particularly bounded and described on Exhibit "A" attached hereto.

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.

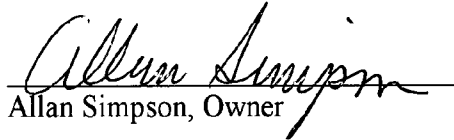
4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be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

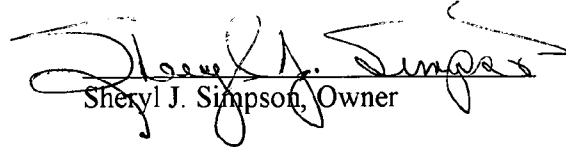
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby, do execute this Agreement the day and year first above written.



C. E. Nelson, Contractor



Allan Simpson, Owner



Sheryl J. Simpson, Owner

LOT #9

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

BEGINNING at an iron pipe or iron pin, said pipe or pin being along the northern right-of-way for Pine Valley Road (50-foot r/w) and also being the southwest corner of Lot Number 10 in the Acorn Hills Subdivision and the southwest corner of the herein described parcel;

THENCE, along the northern right-of-way for Pine Valley Road by a curve to the right, said curve having a radius of 300.00 feet and an arc length of 389.32 feet, said arc having a chord bearing of N 50°-05'-36" W and a chord distance of 362.57 feet, to an iron pipe or iron pin, said pipe or pin being the PRC;

THENCE, along the northern right-of-way for Pine Valley Road by a curve to the right, said curve having a radius of 300.00 feet and an arc length of 58.10 feet, said arc having a chord bearing of N 18°-27'-51" W and a chord distance of 58.01 feet, to an iron pipe or iron pin, said pipe or pin being the PT;

THENCE, N 12°-54'-56" W along the northern right-of-way for Pine Valley Road (50 foot r/w) a distance of 118.86 feet to an iron pipe or iron pin, said pipe or pin being the PC of a curve to the right;

THENCE, along the northern right-of-way for Pine Valley Road by a curve to the right, said curve having a radius of 330.00 feet and an arc length of 205.82 feet, said arc having a chord bearing of N 04°-57'-07" E and a chord distance of 202.50 feet, to an iron pipe or iron pin, said pipe or pin being the PT of a curve to the right;

THENCE, along the northern right-of-way for Pine Valley Road by a curve to the left, said curve having a radius of 50.00 feet and an arc length of 94.33 feet, said arc having a chord bearing of N 29°-50'-29" E and a chord distance of 80.95 feet, to an iron pipe or iron pin, said pipe or pin being the PRC;

THENCE, along the northern right-of-way for Pine Valley Road by a curve to the right, said curve having a radius of 25.00 feet and an arc length of 21.03 feet, said arc having a chord bearing of N 00°-06'-49" W and a chord distance of 20.41 feet, to an iron pipe or iron pin, said pipe or pin being the PT;

THENCE, N 23°-58'-52"E along the northern right-of-way for Pine Valley Road (50-foot r/w) a distance of 36.41 feet to an iron pipe or iron pin, said pipe or pin being the southwest corner of Lot Number 18 and the northwest corner of the herein described parcel;

THENCE, S 66°-01'-08" E along Lot Number 18 in the Acorn Hill Subdivision a distance of 283.27 feet to an iron pipe or iron pin, said pipe or pin being the northeast corner of the herein described parcel;

THENCE, S 02°-43'-45" W along Lot Number 11 in the Acorn Hill Subdivision a distance of 291.12 feet to an iron pipe or iron pin, said pipe or pin being the southwest corner of Lot Number 11 and along the eastern line of the herein described parcel;

THENCE, S 02°-43'-45" W along Lot Number 10 in the Acorn Hill Subdivision a distance of 268.48 feet to an iron pipe or iron pin, said pipe or pin being the southwest corner of Lot Number 10 and the point of beginning.

CONTAINING 169,278 square feet or 3.89 acres.

BEING subject to a drainage easement on Sheet Number 2 of the Acorn Hills Subdivision Plan.

BEING subject to any utility easements which may be of record.

BEING Lot Number 9 in the Acorn Hills Subdivision.

ALL that certain tract of land designated as Lot No. 9 in the Acorn Hills Plan of the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Map File Aperture #1114, as more particularly on Exhibit "A" attached hereto, excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476, and the Declaration of Restrictions of J. W. Rice Construction, Inc. recorded in Clearfield County Deed and Records Book 1682, page 556; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as they may be made by Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.
5. The right of the owner and/or operator of any recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors and assigns, for the use and/or maintenance of any such facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING a portion of the premises which became vested in J. W. Rice Construction, Inc. by deed of Recreation Land Corporation dated January 27, 1995 and recorded in Clearfield County Deed and Records Book 1672, page 220