

04-1518-CD
KENNETH E. LONDON, et al. vs. TORRELL & BERNARDO REMODELING & CUTS

Kenneth London et al vs Torrell & Bernardo
2004-1518-CD

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William A. Shaw
Prothonotary

2004 1518 - CP

CONTRACTORS WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 29th day of September, 2004, by and between KENNETH E. LONDON and PATRICIA A. LONDON of 729 Williams Road, Curwensville, Pennsylvania, hereinafter "Owner"; and TORRELL & BERNARDO REMODELING & CUSTOM HOMES of 130 McCracken Run Road, DuBois, Pennsylvania, 15801, 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 that certain piece, parcel or tract of land in the City of DuBois, 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.

Kenneth E. London
KENNETH E. LONDON, Owner

Patricia A. London
PATRICIA A. LONDON, Owner

ATTEST

Ronald C. Torrell
Ronald C. Torrell

TORRELL & BERNARDO
REMODELING & CUSTOM HOMES

Richard J. Bernardo
Richard J. Bernardo, Contractor

EXHIBIT 'A'
Kenneth E. & Patricia A. London

ALL that certain piece, parcel or tract of land lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the southern right-of-way of McCracken Run Road in the Coke Hill Estates Subdivision in the City of DuBois, Pennsylvania, said point being the northwest corner of Lot No. 39;

THENCE, along the said right-of-way by a curve, said curve having a chord bearing of North 45 degrees 09 minutes 30 seconds East and a chord distance of 232.53 feet to a point at the northwest corner of Lot No. 40;

THENCE along Lot No. 40, South 31 degrees 38 minutes 40 seconds East 384.99 feet to a point at the southwest corner of Lot No. 40;

THENCE along the City Line, South 38 degrees 54 minutes 53 seconds West, 121.6 feet to a point;

THENCE along the City Line, South 29 degrees 52 minutes 53 seconds West, 90.54 feet to a point at the southeast corner of Lot No. 38;

THENCE along Lot No. 38, North 45 degrees 19 minutes 20 seconds West, 328.71 feet to a point;

THENCE along Lot No. 38, North 06 degrees 23 minutes 54 seconds West to a point and the place of beginning.

CONTAINING 2.21 acres more or less and being known as Lot No. 39 in the Coke Hill Estates Subdivision in the City of DuBois, Pennsylvania.

EXCEPTING and reserving a right-of-way easement ten (10.0) feet wide for the construction and maintenance of utility lines along and adjacent to the road right-of-ways.

EXCEPTING and reserving a right-of-way easement fifty (50.00) feet wide for the maintenance of power lines along and adjacent to the northwest line of the property.

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

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William A. Shaw
Prothonotary