

04-1682-CD  
HAROLD J. BELL, et al. vs. RONALD TORRELL, et al.

04-1682-CD

Harold J. Bell and  
Kimberly S. Gluczyk-Bell,  
Owners/Plaintiffs/Defendants

v.

Ronald Torrell and Richard J. Bernardo  
t/d/b/a Torrell and Bernardo  
Remodeling & Custom Homes  
Contractors/Defendants/Plaintiffs

FILED <sup>no cc</sup>  
9/11:24/04  
OCT 26 2004

William A. Shaw  
Prothonotary/Clerk of Courts  
Atty. R. Torretti pd.  
2000

### **CONTRACTOR'S WAIVER AND RELEASE OF LIENS**

This Agreement made and entered into as of this 20th day of October, 2004, by and between Harold J. Bell and Kimberly S. Gluczyk-Bell, h/w, hereinafter Owners/Plaintiffs/Defendants, of 15 Mowrey Lane, DuBois, PA 15801, and Ronald Torrell and Richard J. Bernardo, t/d/b/a Torrell and Bernardo Remodeling & Custom Homes, hereinafter Contractors/Defendants/Plaintiffs, of 130 McCracken Run Road, DuBois, Pennsylvania 15801:

WHEREAS it is the desire of the Owners/Plaintiffs/Defendants that the undersigned Contractors/Defendants/Plaintiffs for themselves and anyone else acting or claiming through or under them, waive or release any rights or claims that they may now have or may in the future have that are commonly known as Mechanics or Materialmens Liens or Claims on the premises described more particularly in Exhibit "A" attached hereto and made a part hereof.

1. That the undersigned Contractors/Defendants/Plaintiffs for themselves, the Subcontractors, Materialmen, their heirs, executors, administrators, assigns or anyone else acting or claiming through or under them intending to be legally bound do hereby waive or relinquish all right to file a Mechanics Lien, claim or Notice of Intention to any lien or claim and so hereby covenant, promise and agree that no Mechanics Lien or other lien or Claim of any kind whatsoever shall be filed or maintained against the improvements of the estate or title of the Owners/Plaintiffs/Defendants in the property or the curtilage or cartilages appurtenant thereto by or in the name of the Contractors/Defendants/Plaintiffs or any other Subcontractor, Materialman and Laborer for work done and 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 work shall look to and hold the Contractors/Defendants/Plaintiffs personally liable for all subcontracts, materials furnished and work and labor done so that

there shall not be any legal or lawful claim of any kind whatsoever against the Owners/Plaintiffs/Defendants for any work done or labor or materials furnished under the contract for the erection, construction, completion of the improvements, or under any contract for any extra work or for work supplemental thereto or otherwise.

2. This Agreement waiving the right of the lien shall be an independent covenant and shall operate and be effective as well as in respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction, and completion of the improvements under the contract. The Contractors/Defendants/Plaintiffs for themselves and anyone else acting or claiming through or under them, including all Subcontractors, Materialmen or Laborers do hereby agree for themselves, their heirs, successors, administrators and assigns, to release all liens which they may now or hereafter may have on the premises described herein by reason of any materials furnished or yet to be furnished or work performed or yet to be performed by them or any person claiming under them for and towards the erection and construction of improvements on said premises.

3. The Contractors/Defendants/Plaintiffs for themselves, the Subcontractors, Materialmen, Laborers or anyone else claiming or acting through or under them, including their heirs, administrators, executors and assigns do hereby agree to release and forever quitclaim and by these presents do remise, release and forever quitclaim to the Owners/Plaintiffs/Defendants, their heirs and assigns, all manner of liens, claims and demands whatsoever that any of them might have or could have had or may in the future have for work done or yet to be done or materials furnished or yet to be furnished by any of them and hereby agree not to file any liens, claims or demands against the premises, to promptly discharge the same.

4. It is the desire of the parties hereto that all benefits of this Agreement shall inure not only to the Owners/Plaintiffs/Defendants but also to any Mortgagees.

5. This Agreement shall be binding upon the parties hereto as well as any person claiming under them in regard to the erection, construction or completion of any improvements that have been erected or will be erected on the premises that are described more particularly in Exhibit "A", attached hereto and made a part hereof.

6. This Agreement shall be filed in the Prothonotary's Office of Jefferson County, Commonwealth of Pennsylvania, in accordance with the Mechanics' Lien Act of 1963 and it is the express

intent of the parties to be legally bound hereby in accordance with the provision of the Mechanics' Lien Act of 1963.

7. By executing this Agreement, the Owners/Plaintiffs/Defendants do hereby certify that either no work has been performed or materials have been supplied by any person, partnership, or corporation, that would entitle that person, partnership, or corporation, at this time or in the future to file any Mechanics Lien or claim against the premises or in the alternative if any person, partnership, or corporation may, prior to the execution of this Agreement have the right or in the future will have the right to file a Mechanics Lien or claim, that any such right has been extinguished and terminated by the execution of this Agreement and that all persons, partnerships, or corporations shall be prevented from maintaining or filing any Mechanics Lien or claim by virtue of the fact that they have executed this Agreement or some other party has executed this Agreement, and they would be prevented from filing or maintaining any Mechanics Lien or claim as a result of that party's execution of this Agreement.

WITNESS the due execution hereof and intending to be legally bound hereby that as of at least one day before any labor or materials have been provided for the improvements to the premises.

Witness:

Pamela J. Bessinger

Pamela J. Bessinger

Pamela J. Bessinger

Pamela J. Bessinger

Torrell & Bernardo Remodeling  
& Custom Homes by:

Ronald Torrell

Ronald Torrell,  
Contractor/Defendant/Plaintiff

Richard J. Bernardo

Richard J. Bernardo,  
Contractor/Defendant/Plaintiff

Harold J. Bell

Harold J. Bell, Jr., Owner/  
Plaintiff/Defendant

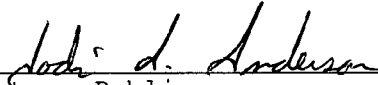
Kimberly S. Gluck-Bell

Kimberly S. Gluck-Bell,  
Owner/Plaintiff/Defendant

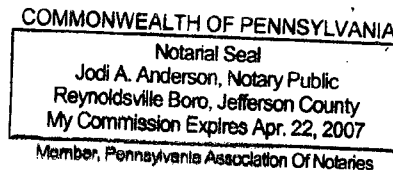
COMMONWEALTH OF PENNSYLVANIA:  
SS  
COUNTY OF JEFFERSON :

On this, the 20th of October, 2004, before me the undersigned officer,  
a notary public, personally appeared Harold J. Bell and Kimberly S.  
Gluczyk-Bell, Owners/Plaintiffs/Defendants, known to me (or satisfactorily  
proven) to be the persons whose names are subscribed to the within  
instrument, and acknowledged that they executed the same for the purpose  
therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal.

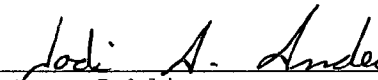
  
Notary Public  
My Commission Expires: 4/22/07

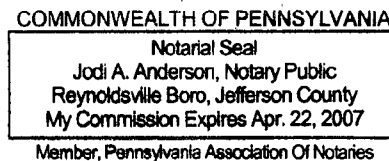
COMMONWEALTH OF PENNSYLVANIA:  
SS  
COUNTY OF JEFFERSON :



On this, the 20th of October, 2004, before me the undersigned officer,  
a notary public, personally appeared Ronald Torrell and Richard J.  
Bernardo, Contractors/Defendants/Plaintiffs, known to me (or  
satisfactorily proven) to be the person whose names are subscribed to the  
within instrument, and acknowledged that they executed the same for the  
purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal.

  
Notary Public  
My Commission Expires: 4/22/07



**EXHIBIT "A"**

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

**The First Thereof:**

BEGINNING at an iron pin in the northerly right-of-way line of Andrea Court, being also the southeast corner of Lot No. 49 in the Coke Hill Estates Subdivision;

THENCE by the easterly line of Lot No. 49 North 06 degrees 21 minutes 29 seconds West 233.40 feet to an iron pin the southwest corner of Lot No. 49;

THENCE by the southerly line of Lot No. 59 North 68 degrees 45 minutes 40 seconds East 105.00 feet to an iron pin the southwest corner of Lot No. 60;

THENCE by the southerly line of Lot No. 60 North 54 degrees 06 minutes 53 seconds East 114.32 feet to an iron pin the northwest corner of Lot No. 47;

THENCE by the westerly line of Lot No. 47 South 13 degrees 23 minutes 30 seconds West 248.88 feet to an iron pin in the northerly right-of-way line of Andrea Court;

THENCE by the northerly right-of-way line of Andrea Court with a curve to the left having a radius of 65.0 feet, a bearing of South 51 degrees 37 minutes 38 seconds West with a chord distance of 102.11 feet to an iron pin;

THENCE still by said right-of-way line with a curve to the right having a radius of 25.0 feet, a bearing of South 24 degrees 38 minutes 50 seconds West with a chord distance of 26.26 feet to an iron pin;

THENCE still by same South 56 degrees 06 minutes 50 seconds West 19.26 feet to an iron pin and the place of beginning.

CONTAINING 32,487 square feet=0.75 acre more or less and being known as Lot No. 48 in the Coke Hill Estates Subdivision of 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-way.

**The Second Thereof:**

BEGINNING at a point in the northern right-of-way of Andrea Court (erroneously referred to in prior deeds as McCracken Run Road) in the Coke Hill Estates Subdivision in the City of DuBois, Pennsylvania, said point being the southwest corner of Lot No 49;

THENCE along Lot No. 50, North 06 degrees 21 minutes 30 seconds West, 232.69 feet to a point at the northeast corner of Lot No. 50;

THENCE along Lot No. 58, North 55 degrees 46 minutes 00 seconds East, 100.44 feet to a point at the northwest corner of Lot No. 48;

THENCE along Lot No. 48, South 06 degrees 21 minutes 29 seconds East, 233.40 feet to a point on the northern right-of-way of Andrea Court (erroneously referred to in prior deeds as McCracken Run Road);

THENCE along the said right-of-way, South 56 degrees 06 minutes 50 seconds West, 100.00 feet to a point and place of beginning.

CONTAINING 0.47 acre more or less and being known as Lot No. 49 in the Coke Hill Estates Subdivision of 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-way.

FURTHER being identified as Clearfield County Tax Map Number 7.3-026-000-8750 as shown on the assessment map in the Records of Jefferson County, Pennsylvania.