

05-120-CD
McCluskey vs. Torrell & Bernardo

BERNARDO REMODELING & CUSTOM HOMES

Charlotte McCluskey v. Torrell & Bernardo
2005-120-CD

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 26th day of January, 2005, by and between CHARLOTTE F. MCCLUSKEY of 14 Grove Place, DuBois, Pennsylvania, 15801, 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.

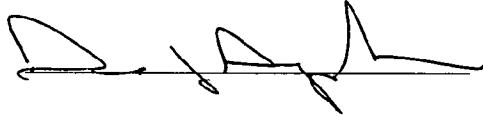
2. The Contractor does hereby remise, release and waive for himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against: ALL that certain piece, parcel or tract of land in the City of DuBois, Clearfield County, Pennsylvania, known as Lot No. 11 in the Arminta Hills Estates Subdivision. 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.

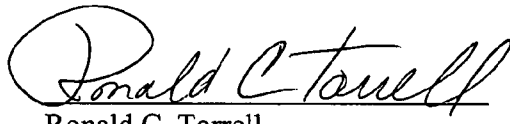
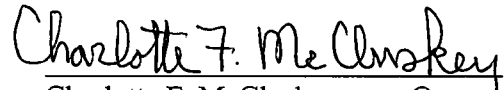
4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be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

Atty's Hopkins & Hertz
 \$20.00
 JAN 27 2005
 REC Atty's
 PROHIBITED BY LAW

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



ATTEST


Ronald C. Torrell
Charlotte F. McCluskey, Owner

TORRELL & BERNARDO
REMODELING & CUSTOM HOMES

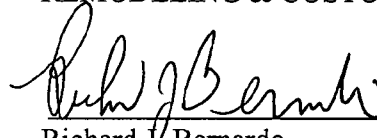

Richard J. Bernardo, Contractor

EXHIBIT 'A'
CHARLOTTE F. MCCLUSKEY

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 an iron pin in the westerly line of land of Jehovah Witness, being also the southeast corner of Lot No. 11;

THENCE by the westerly line of land of Jehovah Witness, South $42^{\circ} 05' 14''$ East 234.58 feet to an iron pin in the right of way line of a 25 foot easement;

THENCE by the right of way line of said easement, South $82^{\circ} 03' 08''$ West 128.44 feet to an iron pin in the right of way of Tower Lane;

THENCE by a curve to the left with a 75 foot radius, having a chord of North $33^{\circ} 48' 39''$ West 33.07 feet to an iron pin;

THENCE by same North $46^{\circ} 32' 51''$ West 118.44 feet to an iron pin in the southwest corner of Lot No. 10;

THENCE by the southerly line of Lot No. 10, North $41^{\circ} 53' 14''$ East 111.38 feet to an iron pin and the place of beginning.

CONTAINING 20,697 square feet or 0.48 acre.