

05-346-CD
B. Nadzom et al vs. Boggs Materials

BOGGS MATERIALS

Bradley Nadzom et al v. Boggs Materials
2005-346-CD

CONTRACTOR'S WAIVER OF LIENS

05-346-CD

THIS AGREEMENT made and entered into this 2nd day of March, 2005 by and between Bradley A Nadzom and Mollie A Nadzom, hereinafter "Owner(s)", of Logan Road, Osceola Mills, PA 16833, and BOGGS MATERIALS (Name of contractor), hereinafter "Contractor" of 1443 Empire Road, PO Box 57, Hawk Run, PA 16840.

See Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein.

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 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 piece, parcel or lot of ground situate in the Township of Decatur, County of Clearfield, State of PA.
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.

Witness:

90

James R. Shaw
BOGGS COAL CO

Boggs Materials and Services

By:

Boggs Materials + Service

[Signature]

(SEAL)

(Type or print name of contractor)

FILED

1cc

Absolute Settlement

MAR 11 2005

Pro Settlement

Ad. 20.00

William A. Shaw
Prothonotary/Clerk of Courts

Bradley A Nadzom
Owner: Bradley A Nadzom

(SEAL)

Mollie Nadzom
Owner: Mollie Nadzom

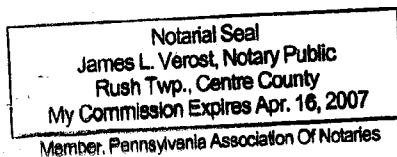
(SEAL)

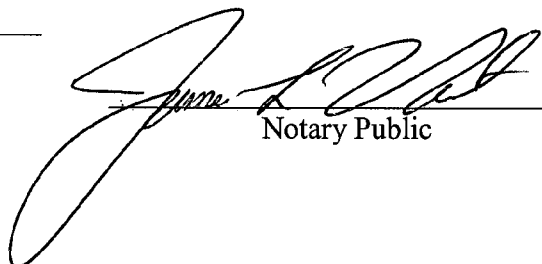
Commonwealth of Pennsylvania)
:SS:
County of Centre)

On this, the 2 day of March, 2005, before me, the undersigned officer, personally appeared, Boggs Materials & Service (Boggs Materials and Services), 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.

My Commission Expires: _____



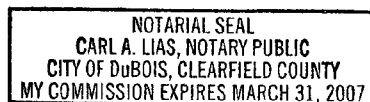

Notary Public

Commonwealth of Pennsylvania)
:SS:
County of Clearfield)

On this, the 2 day of March, 2005, before me, the undersigned officer, personally appeared, Bradley A. Nadzom and Mollie Nadzom 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.

My Commission Expires: _____



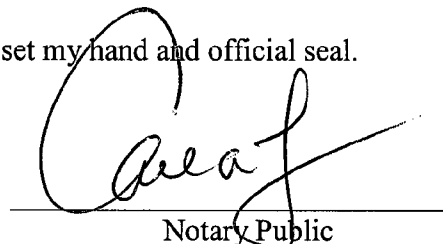

Notary Public

EXHIBIT "A" -

ALL that certain piece or parcel of land situate in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the North side of Township Road No. 663. Said point is also the Southwest corner of Lot No. 1; thence along said Road, North sixty-two degrees, ten minutes West (N 62° 10' W) twenty-five (25) feet to an iron pin and also the corner of Lot No. 2; thence along Lot No. 2, North twenty degrees, no minutes, thirty-five seconds East (N 20° 00' 35" E) three hundred ninety-eight and forty-one hundredths (398.41) feet to an iron pin; thence still along Lot No. 2, North sixty-one degrees, thirty-nine minutes, forty seconds West (N 61° 39' 40" W) three hundred nine and eighty-nine hundredths (309.89) feet to an iron pin on line of other lands of Edward L. and Theona L. Hughes; thence along lands of same, North twenty-five degrees, ten minutes, East (N 25° 10' E) three hundred seventy-eight and seventy-eight hundredths (378.78) feet to an iron pin and also the corner of Lot No. 4; thence along

Lot No. 4, South sixty-five degrees, forty-six minutes, forty-five seconds East (S 65° 46' 45" E) two hundred ninety-eight and fifteen hundredths (298.15) feet to an iron pin; thence still along Lot No. 4 and Lot No. 1, South twenty degrees, no minutes, thirty-five seconds West (S 20° 00' 35" W) eight hundred two and six hundredths (802.06) feet to an iron pin and place of beginning.

known as Lot No. 3 on the map prepared by P. R. Mondoock for Shirokey Surveys, dated February 6, 2001 and recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument No. 200103608.