

05-566-CD

D. Beveridge vs. J. Ruggiero et al

Donald Beverage Gen. Con. v John Rugg
2005-566-CD

05-566-CD

FILED
d25837
APR 20 2005

WAIVER OF RIGHT TO FILE MECHANICS LIEN

CONTRACTOR: **DONALD BEVERIDGE GENERAL CONTRACTING**
OWNERS: **JOHN P. RUGGIERO and ELIZABETH A. RUGGIERO**

William A. Shaw
Prothonotary/Clerk of Court
Mortgage Settlement
Services pc. 2000

This instrument is executed this _____ day of _____ 2005, by **DONALD BEVERIDGE GENERAL CONTRACTING** (hereinafter referred to as "Contractor") in favor of **JOHN P. RUGGIERO and ELIZABETH A. RUGGIERO**, husband and wife, (hereinafter referred to as "Owners")

No CC

WITNESSETH:

1. Contractor is a Contractor within the meaning of the Mechanic's Lien Law of 1963.
2. Owners and contractor have entered into a Contract to build and construct a home on that parcel of land situate in more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.
3. Contractor has, by this instrument and the promises contained herein, covenanted, promised and agreed that no Mechanic's or Materialman's Liens shall be filed or maintained against the estate or title of the aforesaid property or any part thereof, or the appurtenances thereto, either by himself or anyone else, actions or claiming through or under him for or on account of any work labor or material supplied in the performance of the work under the Contract or under any Supplemental contract or for extra work.

NOW, THEREFORE, in consideration of the Agreement and the covenants of Owners therein contained, and the sum of ONE (\$1.00) DOLLAR paid in hand to contractor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Contractor, for himself and anyone else acting or claiming through or under him, does hereby waive and relinquish all right to file a Mechanic's or Materialman's Lien, or notice of intention to file any lien, and does hereby covenant, promise and agree that no Mechanic's Lien or other lien of any kind whatsoever shall be filed or maintained against the estate or title of the aforesaid property or the appurtenances thereto, by or in the name of contractor, or any Contractor, Materialman or Laborer acting or claiming through or under for work done or materials furnished in connection with the Agreement or by any other party acting through or under them or any of them for and about the property or any part of it.

2. This Agreement waiving the right of lien shall be an independent covenant by Contractor and shall operate and be effective as well with respect to work done and materials furnished under any Supplemental Contract for extra work in connection with the above described project on the property to the same extent as any work and labor done and materials furnished under the Agreement.

3. In order to give Owners full power and authority to protect itself, the property, the estate or title of the owners therein and the appurtenances thereto, against any and all liens filed by Contractor or anyone acting under or through Contractor in violation of the foregoing covenant, Contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to (I) appear as attorney for him, them or any of them, in any such Court, and in Contractor's or their name or names, to the extent permitted by law, marked satisfied of record at the cost and expense of Contractor or of any Contractor or Materialman, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) cause to be filed and served in connection with such lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by contractor or them, and to incorporate therein, as part of the record, the waiver contained in this Instrument; and for such act or acts this Instrument shall be good and sufficient warrant and authority. A reference to the Court and Number in which and where this Waiver Agreement shall have been filed shall be conclusive evidence of the authority herein to warrant such action, and Contractor, for himself and for them, hereby remises, releases and quitclaims all right and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them. In the event anyone acting through or under Contractor shall so file a lien in violation of the foregoing covenant, Owners may not exercise their right under this Paragraph three (3) unless such lien has not been stricken or discharged (by payment, posting of a bond or other means) for a period of the (10) days after notice of such lien shall have been received by Contractor.

IN WITNESS WHEREOF, Contractor and Owners have executed this Agreement as of the day and year first above written.

WITNESS:

Contractor:

DONALD A. Beveridge

BY: Donald Beveridge (Seal)

**DONALD BEVERIDGE GENERAL
CONTRACTING**

Owners:

John P. Ruggiero (Seal)
JOHN P. RUGGIERO

Elizabeth A. Ruggiero (Seal)
ELIZABETH A. RUGGIERO