

05-696-CD
D. Beatty vs. R. Bojalad, et al

Betty Excavating v. Robert Bojalad et al
2005-696-CD

CONTRACTOR'S WAIVER OF LIENS

05-696-CD

THIS AGREEMENT made and entered into this 11th, May, 2005 by and between Robert S. Bojalad and Shelley S. Bojalad, hereinafter "Owner(s)", of Lot #82 Moravian Drive Sylvan Heights, DuBois, PA 15801, and Beatty Excavating, hereinafter "Contractor" of 3447 Shamokin Trail, Luthersburg, PA 15848.

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 Sandy Twp, 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:

Beatty Excavating

By: Darryl Beatty (SEAL)
Contractor: Darryl Beatty

Robert S. Bojalad (SEAL)
Owner: Robert S. Bojalad

Shelley S. Bojalad (SEAL)
Owner: Shelley S. Bojalad

FILED ^{rec}
11:30 AM Hopk. Ins. & Heitzel
MAY 16 2005 Atty pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts

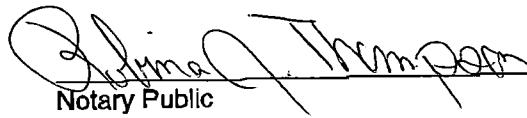
COMMONWEALTH OF PENNSYLVANIA

ss.

COUNTY OF

On this, the 11th day of May, 2005, before me, the undersigned officer, personally appeared Darryl Beatty of Beatty Excavating, known to me (or satisfactorily proven) to be the one of the persons whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purposes herein contained.

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



Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ROBINA J. THOMPSON, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES APRIL 3, 2008

EXHIBIT A

Bojalad, Robert S. and Shelley S.

ALL that certain lot or parcel of ground situate, lying and being in Sandy Township, Clearfield County. Said property being known as Lot #82 in the former Schall Land Company Subdivision Plan dated July 12, 1994, surveyed by Lee-Simpson Associates, Inc., and which is more fully bounded and described as follows, to wit:

BEGINNING at a point in the right-of-way of Moravian Drive, said point being the corner of Lot 82 and Lot 81 in the Schall Land Company plan of lots;

Thence South 13 degrees 53 minutes 06 seconds West along Lot 81, a distance of 155.87 feet to a point;

Thence North 73 degrees 52 minutes 16 seconds West, a distance of 162.90 feet to a point;

Thence North 16 degrees 16 minutes 07 seconds East, along Lot 83, a distance of 181.09 feet to a point;

Thence South 73 degrees 43 minutes 53 seconds East, along the right-of-way of Moravian Drive, a distance of 103.10 feet to a point;

Thence along a curve to the right, being the cul-de-sac right-of-way of Moravian Drive, the chord of which is South 47 degrees 43 minutes 16 seconds East 13.16 feet to a point;

Thence along a curve to the left, being the cul-de-sac right-of-way of Moravian Drive, the chord of which is South 48 degrees 54 minutes 47 seconds East 45.71 feet to the point and place of beginning.

CONTAINING 0.64 acres.

EXCEPTING AND RESERVING therefrom and subject to:

1. All building and subdivision regulations of Sylvan Heights, as Amended, recorded in Volume 1635, page 27, in the Clearfield County Recorder's Office; all of said restrictions being covenants which run with the land.
2. All easements, rights-of-way, reservations, and limitations shown or contained in prior instruments of record and as recorded.
3. All coal, mining, mineral, oil and gas rights of every kind and nature.

SUBJECT to all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.