

2005-771-CD
Armagost Excavating vs. T. Williams

Armagost Excavating v. Tara Williams
2005-771-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA (CIVIL DIVISION)

ARMAGOST EXCAVATING

Contractor

and

TARA WILLIAMS,

Owner

Mechanics

:
:
: No. 05-771-CD
:
:
:
: Filed on behalf of:
:
: Type of Pleading: Waiver of
:
: Liens
:
:
: Filed by:
:
: LEA ANN HELTZEL
: Attorney at Law
: Supreme Court No. 83998
:
: 900 Beaver Drive
: DuBois, Pennsylvania 15801
: (814) 375-0300

FILED Aug pd. 20.00

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MAY 27 2005 1 cc Aug

WAS
W/Prothonotary/Clerk of Courts

William A. Shaw

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 24th day of May 2005, by and between Tara Williams of , Rockton, Pennsylvania, 15856, hereinafter "Owner" and Armagost Evcavating., of 1120 Reynoldsville Falls Creek Road, Reynoldsville, Pennsylvania 15851., 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 parcel or piece of land lying, situated and being in Union Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an a pipe set thirty (30) feet West of the Northwest corner of lands of Rockton Cemetery Association, Inc.;

THENCE South 9 degrees 45 minutes West, one hundred sixty-two (162) feet to a pipe;

THENCE North 82 degrees 12 minutes West seventy-one and eight tenths (71.8) feet to a pipe;

THENCE North 12 degrees 50 minutes West one hundred eighty-nine (189) feet more or less, to a point;

THENCE South 82 degrees 12 minutes East one hundred sixty-five (165) feet more or less to the place of beginning.

Being the Same premises that became vested in Debra K. Unch by deed of Eric J. Rollinger and Rebecca C. Rollinger, husband and wife dated July 7, 1993 and recorded in Clearfield County Deed Book 1546, page 176.

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:

Harold Bumbaker

Tara Williams (Seal)
Tara Williams, Owner

Witness:

Christine Burr

Ray J. Allen (Seal)
Armagost Excavating, Contractor