

05-798-CD
Torrell/Bernardo vs. J. Lazore etal

Torrell & Bernardo Remd v. Joseph Lazor
2005-798-CD

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

TORRELL AND BERNARDO,
REMODELING AND CUSTOM HOMES
Contractor

and

JOSEPH M. AND PHYLLIS LAZORE
Owner

Mechanics

No. 2005-798-CD

Filed on behalf of:

Type of Pleading: Waiver of

Liens

Filed by:

LEA ANN HELTZEL

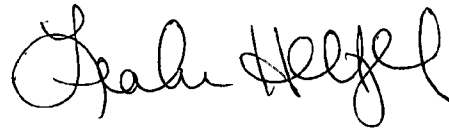
Attorney at Law

Supreme Court No. 83998

900 Beaver Drive

DuBois, Pennsylvania 15801

(814) 375-0300



FILED

JUN 03 2005

0/12:30
William A. Shaw

Prothonotary/Clerk of Courts

1 Cent to Att

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 22nd day of November, 2004, by and between JOSEPH M. LAZORE and PHYLLIS LAZORE of 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.

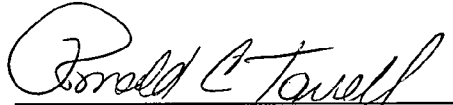
2. The Contractor does hereby remise, release and waive for himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against: ALL those certain tracts of land designated as Lot 10 in the Arminta Hills Subdivision in the City of DuBois, Clearfield County, Pennsylvania. 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.

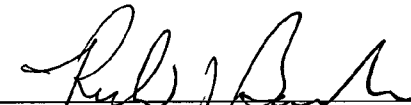
4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be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

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, Secretary

TORRELL & BERNARDO LAND CORP.

By: 
Richard J. Bernardo, President

ATTEST


Ronald C. Torrell

TORRELL & BERNARDO
REMODELING & CUSTOM HOMES


Richard J. Bernardo

EXHIBIT 'A'
JOSEPH M. LAZORE and PHYLLIS LAZORE

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 L. Heffner, being also the southeast corner of Lot No. 9;

THENCE by the westerly line of land of Heffner and partly by lands of Jehovah Witness South 42 degrees 05 minutes 14 seconds East 200.00 feet to an iron pin the northeast corner of Lot No. 11;

THENCE by the northerly line of Lot No. 11 South 41 degrees 53 minutes 14 seconds West 111.38 feet to an iron pin in the right of way line of Tower Lane;

THENCE by the right of way line of Tower Lane North 46 degrees 32 minutes 51 seconds West 69.46;

THENCE by the same by a curve to the left with a 140 foot radius, having a chord of North 56 degrees 38 minutes 29 seconds West 49.07 feet to an iron pin, the southwest corner of Lot No. 9;

THENCE by the southerly line of Lot No. 9 North 11 degrees 27 minutes 10 seconds East 159.76 feet to an iron pin and the place of beginning.

CONTAINING 19,049 square feet or 0.44 acre.

EXCEPTING and reserving a right-of-way easement ten (10.0) feet wide for the construction and maintenance of utility lines along and adjacent to the road right-of-ways.

Being known as Lot No. 10 in the Arminta Hills Estates of the City of DuBois.