

05-1147-CD

Richard Snyder et al vs Todd Cossick et al  
2005-1147-CD

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

RICHARD L. SNYDER and RUTH :  
ANN SNYDER :  
husband and wife, :  
Owners : No. 2005-1147-CD  
: Type of Document:  
A N D : Waiver of Mechanics Lien  
TODD COSSICK d/b/a :  
COSSICK CONSTRUCTION :  
Contractor :  
: Filed on Behalf of Owners By:  
: BELL, SILBERBLATT & WOOD  
: By:  
: Ann B. Wood  
: Ann B. Wood, Esquire  
: Supreme Court ID #23364

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William A. Shaw  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISIONRICHARD L. SNYDER and RUTH  
ANN SNYDER  
husband and wife,

Owners : No. 2005-

A N D

TODD COSSICK d/b/a  
COSSICK CONSTRUCTION  
ContractorWAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 27<sup>th</sup> day of June, 2005, TODD COSSICK d/b/a COSSICK CONSTRUCTION entered into a Contract with Richard L. Snyder and Ruth Ann Snyder, husband and wife, of 24 Cedar Terrace, Evington, VA 24550, for the construction of a residential dwelling house on premises situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BY THESE PRESENTS WITNESSETH: That in consideration of the grant of the Contract for the construction of said dwelling to the undersigned, and for the performance of said work and the sum of \$1.00 in hand paid at or before the signing and delivery hereof, the undersigned, covenants and agrees that no Mechanic's Lien or Materialman's Lien or claims shall be maintained or filed by the undersigned, or by any contractor, sub-contractor, person, firm or corporation, or any of them against the above described premises or lot or other appurtenances thereto, for or on account of any work done or materials furnished by him in the construction of said dwelling under his Contract to furnish all the labor and materials in and about the aforesaid work; and for the undersigned, himself, his heirs and assigns, and all others acting through or under him, hereby expressly waives and relinquishes the right to have filed and maintained any Mechanic's Lien or Materialman's Lien or claim against said building on the above described premises or any part thereof, and the undersigned further agrees that this agreement waiving the right to file a lien is an individual covenant and shall operate and be effective with respect to materials furnished and labor performed under the said Contract for the construction of said dwelling or any extra additions to be made to said Contract in and about said building or premises.

To give owner full power and authority to protect itself, the property, the estate, or title of owner therein, and the appurtenances thereto, against any and all liens filed by contractor or anyone acting under or through it 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 (i) to appear as attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of contractor or of any subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) to 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 it 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, term and number in which and where this agreement shall have been filed shall be conclusive evidence of the authority herein to warrant such action, and contractor, for itself and for them, hereby remises, releases and quitclaims all rights 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, owner may not exercise its rights under this Paragraph 3 unless such lien has not been stricken or discharged (by payment, posting of a bond or other means) for a period of ten days after notice of such lien shall have been received by contractor.

IN WITNESS WHEREOF, contractor has executed this instrument as of the day and year first above written.

Witness

COSSICK CONSTRUCTION

Carol J. Cossick

By: Todd Cossick  
Todd Cossick, Contractor

**THE FIRST THEREOF:**

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

BEGINNING at an Iron Pipe on N.W. Cor. Wm. Snyder, on South R/W of PA, Rte. 53; thence by said R/W N 74° 14' W 100.00'; thence by Grantor S 15° 46' W 313.63' to North R/W PA R.R.; thence by said R/W S 63° 38' E 101.74' to Iron Pipe; thence by Wm. Snyder N 15° 46' E 332.34' to Beginning. 0.7415 Acre.

CONTAINING in all 0.7415 Acre and being Assessment Map No. 101-H16-000-00055.

RESERVING AND EXCEPTING, however, to Witmer Land and Coal Company, its successors and assigns, the coal and other minerals as are reserved in Deed from Witmer Land and Coal Company to Alfred Dubler and Mary Dubler, which Deed is recorded in Clearfield County, Pennsylvania in Deed Book 220 at Page 7.

**THE SECOND THEREOF:**

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

BEGINNING at an iron rail on the southern right-of-way line of PA Route 53 on corner of Margaret Blair; thence by same S 29° 17' 19" W 255.94 feet to a point on the northern right-of-way line of N/F the Pennsylvania Railroad; thence by same S 62° 53' 20" E 390.68 feet to a point on the southwest corner of other lands or lot of Grantees; thence by same N 16° 32' 32" E 315.98 feet to an oak post on southern right-of-way line of PA Route 53; thence by same N 72° 31' 46" W 327.62 feet to the place of beginning. Containing 2.3350 acres by calculation as shown on Drawing No. 1143-1 as prepared by Frederic H. Shuss, R.L.S. and being Assessment Map No. 101-H16-000-00057.

RESERVING AND EXCEPTING, however, to Witmer Land and Coal Company, its successors and assigns, the coal and other mineral as are reserved in Deed from Witmer Land and Coal Company to Alfred Dubler and Mary Dubler, which Deed is recorded in Clearfield County, Pennsylvania, in Deed Book 220 at Page 7.

BEING the same premises conveyed to Richard L. Snyder and Ruth Ann Snyder by deed of Mary Lea Kost and Thomas Andrew Kost dated May 16, 2005, and recorded in Clearfield County as Instrument #200508567 on June 9, 2005.