

05-1259-CD  
N. Levenduski vs. Digilarmo Construction

Nicole Levenduski vs Digilarmo Construction  
2005-1259-CD

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

NICOLE M. LEVENDUSKI,  
Owner

: No. 2005-1259-C0

and

DIGILARMO CONSTRUCTION,  
Contractor

: Filed on behalf of: Owners

: Type of Pleading: Waiver of  
Mechanics Liens

: Filed by: Hopkins Heltzel LLP

: 900 Beaver Drive  
: DuBois, Pennsylvania 15801  
: (814) 375-0300

**FILED**

AUG 19 2005

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William A. Shaw  
Prothonotary

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CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 18<sup>th</sup> day of August, 2005 by and between Nicole M Levenduski, hereinafter "Owner", of Lot #8 Evergreen Street, Luthersburg, PA 15848, and DiGiarimo Construction, hereinafter "Contractor" of 145 Hickory Road, DuBois, PA 15801.

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 , 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:

DiGiarimo Construction

By:

(SEAL)

Nicole M. Levenduski Partner  
(Type or Print Name and Title)

Nicole M. Levenduski (SEAL)  
Owner: Nicole M. Levenduski

Commonwealth of Pennsylvania :

County of Clearfield :

On this, the 18<sup>th</sup> day of August, 2005, before me, the undersigned officer, personally appeared Christopher DiGilarmo, known to me (or satisfactorily proven) to be the person whose name is 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

ALL that certain piece, parcel, or lot of surface only, located in Brady Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the centerline of Township Road 359; said place of beginning being the northwestern corner of the Patrick H. Mowrey et al Luthersburg R.D. Subdivision Lot # 9; said place of beginning also being the northeastern corner of the premises described herein; thence due South along the western boundary line of Patrick H. Mowrey et al Luthersburg R.D. Subdivision Lot # 9, a distance of 450.00 feet to a 3/4" iron rebar pin set with yellow cap; thence South 66°03' 56" iron rebar pin set with yellow cap; thence due North along the eastern boundary line of Patrick H. Mowrey et al Luthersburg R.D. Subdivision Lot # 7, a distance of 445.99 feet to a point on the centerline of Township Road 359; thence North 64° 09' 25" East along said road centerline, a distance of 110 feet to a point on said road centerline, the said place of beginning. CONTAINING APPROXIMATELY 1.02 ACRE AND BEING KNOWN AS PATRICK H. MOWREY ET AL "LUTHERSBURG R.D. SUBDIVISION" LOT # 8.

Said Patrick H. Mowrey et al "Luthersburg R.D. Subdivision map" was recorded in Clearfield County Instrument #2000-3363 on March 13, 2000.

The conveyance herein is made subject to RESTRICTIVE COVENANTS developed by Patrick H. Mowrey and Kim E. Mowrey dated November 30, 1996 and recorded in Clearfield County Instrument #2000-3364 on March 13, 2000.

EXCEPTING AND RESERVING TO GRANTORS HEREIN, their executors, successors, heirs, and assigns, all of the coal, minerals, gas, and oil, lying in, upon, or under said parcel described herein, together with the right of ingress, egress, and full mining rights and drilling rights without any damage compensation to Grantee herein, her successors, heirs, and assigns.

ALSO EXCEPTING AND RESERVING to the Grantors herein, their successors, heirs, and assigns, a 10 foot right of way along all boundaries for present and future public utilities and drainage, installation and maintenance.

ALSO EXCEPTING AND RESERVING all those reservations and restrictions that were previously made heretofore of record.

BEING a portion of the same premises, identified as Parcel # A, conveyed to Grantors herein by deed of James R. Walsh, Trustee, dated January 3, 1991 and recorded in Clearfield County Deeds & Records Book 1387, Page 26. ALSO BEING a portion of the same premises conveyed to Grantors herein by deed of James R. Walsh, Trustee, dated July 5, 1990 and recorded in Clearfield County Deeds and Records Book 1352, Page 292.