

05-1355-CD

Barry Miller et al vs Robert Burns et al

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

BARRY R. MILLER and
DEBRA L. MILLER,
Owners

vs.

ROBERT BURNS, t/d/b/a
BURNS CONTRACTING,
Contractor

No. 05-1355-CD

Type of Pleading: Contractor's Waiver
of Liens

Filed on behalf of: Owners

Counsel of Record for this party:

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FILED 2cc
03-15-05 Atty Hopkins
AUG 31 2005 Atty pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts



David J. Hopkins, Esquire

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 31st day of August, 2005, by and between BARRY R. MILLER and DEBRA L. MILLER, of 240 Treasure Lake, DuBois, Pennsylvania 15801, hereinafter "Owner" and ROBERT BURNS t/d/b/a BURNS CONTRACTING, of 1356 Treasure Lake, 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 Mechanic's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against:

ALL that certain tract of land designated as Lot 16 in the Acorn Hills Plan of the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Office of the Recorder of Clearfield County.

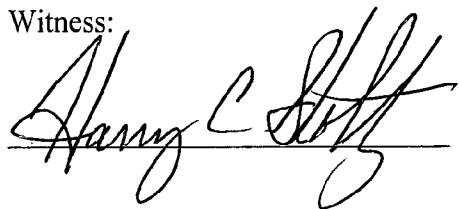
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and 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.

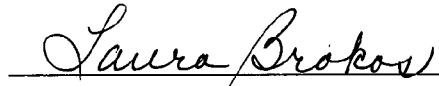
Witness:



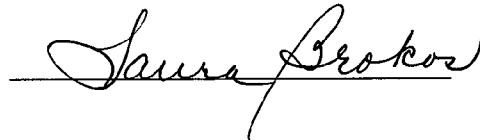
Burns Contracting

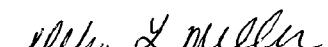
By  (Seal)
Robert Burns, Contractor

Witness:



 (Seal)
Barry R. Miller, Owner



 (Seal)
Debra L. Miller, Owner

FILED

AUG 3 12005

William A. Shaw
Prothonotary/Clerk of Courts