

06-460-CD
Torrell & Bernardo Land Corp vs

2006-460-CD
Torrell & Bernardo vs Torrell & Bernardo

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

Torrell & Bernardo Land Corporation

vs

Torrell & Bernardo Custom Home &
Remolding

No. *06-460-CD*

Type of Pleading: Contractor's Waiver
of Liens

Filed on behalf of: Owners

Counsel of Record for this party:
HOPKINS HELTZEL LLP

DAVID J. HOPKINS, Esquire
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, Esquire
Attorney at Law
Supreme Court No. 83998

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300


David J. Hopkins, Esquire

FILED *rec*
06-460-CD *Atty Hopkins*
MAR 28 2006 *Atty pd-0000*
William A. Shaw
Notary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 24th day of March, 2006, by and between TORRELL & BERNARDO LAND CORPORATION, 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, material men and laborers on the works shall look to and hold Contractor 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 material men 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 piece, parcel or tract of land 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:

By: 

Ronald C. Torrell, Secretary

TORRELL & BERNARDO LAND
CORPORATION

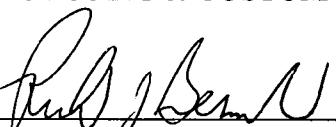
By: 

Richard J. Bernardo, President

ATTEST:


Ronald C. Torrell

TORRELL & BERNARDO
REMODELING & CUSTOM HOMES

By: 

Richard J. Bernardo, Contractor

EXHIBIT 'A'

**Torrell & Bernardo Land Corporation
Lot # 3, Arminta Hills Estates
Tower Lane, DuBois, PA 15801**

ALL that certain parcel of land situate and being in the City of DuBois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at an iron pin in the westerly line of Tower Lane, being also the southeast corner of Lot No. 4;

Thence by the westerly line of Tower Lane by a curve to the left with a 75 foot radius, having a chord of S 47-21-38 East 25.64 feet to an iron pin;

Thence still by Tower Lane S 57-12-08 E 78.72 feet to an iron pin on the northeast corner of Lot No. 2;

Thence by the northerly line of Lot No. 2 S 33-00-36 W 150.00 feet to an iron pin in the easterly line of land of A.B. Chittester, et, ux;

Thence by the easterly line of land of A.B. Chittester, et, ux and partly by land of A. Wayne N 57-12-08 W 104.00 feet to an iron pin the southwest corner of Lot No. 4;

Thence by the southerly line of land of Lot No. 4 N 33-00-36 E 154.38 feet to an iron pin and the place of beginning.

Containing 15,636 sq. ft = 0.36 Ac.

EXCEPTING and reserving an easement 12 feet wide along the westerly line.

EXCEPTING and reserving a right-of-way easement ten (10.0) feet wide for the construction and maintence of utilities lines along and adjacent to Tower Lane right-of-ways.