

06-571-CD

Brian Owens vs Michael Owens Jr et al

2006-571-CD

Brian Owens vs Michael Owens et al

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

BRIAN J. OWENS

Owner : No. 2006- 571-CD
Type of Document: Waiver of Mechanics Lien
A N D
MICHAEL OWENS, JR.
d/b/a CRYSTALWOOD CONSTRUCTION:
Contractor

Filed on Behalf of Owner By:
BELL, SILBERBLATT & WOOD
By:

Ann B. Wood
Ann B. Wood, Esquire
Supreme Court ID #23364

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William A. Shaw
Prothonotary/Clerk of Courts

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

BRIAN J. OWENS :
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Owner : No. 2006-
:
:
MICHAEL OWENS, JR. :
d/b/a CRYSTALWOOD CONSTRUCTION:
Contractor :

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 17 day of March 2006, MICHAEL OWENS, JR. d/b/a CRYSTALWOOD CONSTRUCTION, with address of P.O. Box 361 Millheim Pa 16854 entered into a Contract with BRIAN J. OWENS, of P.O. Box 1026, Clearfield, Pennsylvania, for the construction of a garage on premises situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" which is attached hereto and incorporated herein by reference.

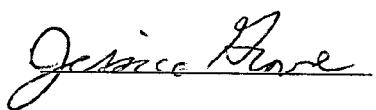
NOW, THEREFORE, BY THESE PRESENTS WITNESSETH: That in consideration of the grant of the Contract for the construction of said dwelling to the undersigned, and for the performance of said work and the sum of \$1.00 in hand paid at or before the signing and delivery hereof, the undersigned, covenants and 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 garage 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 garage 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



Michael Owens, Jr., d/b/a
Crystalwood Construction, Contractor

ALL those two pieces of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL ONE: BEGINNING at an iron pin on the southern edge of Township Road leading from Clearfield to Fulton Tunnel; thence along southern side North 83 degrees 29 minutes East 390.0 feet to old pin; thence along line of Parcel Two South 1 degree 05 minutes West 685.0 feet to iron pin; thence North 53 degrees 37 minutes West 431.6 feet to iron pin; thence North 1 degree 40 minutes East 451.1 feet to iron pin and place of beginning.

PARCEL TWO: BEGINNING at an iron pin on the southern edge of Township Road leading from Clearfield to Fulton Tunnel; thence along said southern edge South 78 degrees 43 minutes East 132.0 feet to an old iron pipe; thence still along the southern edge of said Township Road South 73 degrees 00 minutes East 202.3 feet to a point; thence South 90 degrees 30 minutes East 298.8 feet to a point; thence South 15 degrees 20 minutes West 396.0 feet to a point; thence South 2 degrees 11 minutes East 41 feet to a point in the said run; thence North 53 degrees 37 minutes West 263 feet, more or less, to an iron pin; thence North 1 degree 05 minutes East 685.0 feet to an iron pin and place of beginning.