

06-828-CD
Wayne Mickey et al vs Treasure Lake Const

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

Wayne R. Mickey and
Brenda A. Mickey

vs.

Treasure Lake Construction, LLC

No. 2006 - 828 - 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
05/14/2006 Atty Hopkins
MAY 25 2006
Atty pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 19 day of May, 2006, by and between Wayne R. Mickey and Brenda A. Mickey, husband and wife, of 211 East Weber Avenue, DuBois, Pennsylvania, 15801, hereinafter "Owner" and Treasure Lake Construction, LLC, a Pennsylvania Corporation, of 1280 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 Mechanics's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against:

ALL those certain pieces or parcels of land located in Sandy Township, Clearfield County, Pennsylvania, more fully bounded and described as follows, to wit:

See Attached Exhibit "A"

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:


(Seal)
Wayne R. Mickey, Owner


(Seal)
Brenda A. Mickey, Owner

Witness:

Treasure Lake Construction, LLC

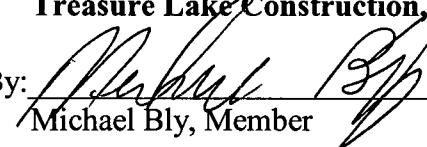
By: 
(Seal)
Michael Bly, Member

Exhibit A - Legal Description

ALL those certain pieces or parcels of land located in Sandy Township, Clearfield County, Pennsylvania, more fully bounded and described as follows to wit:

THE FIRST THEREOF; BEGINNING at an iron pin located at the Southerly line of Kiwanis Trail, said iron pin also being located at the Northwest corner of Lot No. 202 of the Hemlock Heights Subdivision; thence along the Westerly line of said Lot No. 202 South 20 degrees East a distance of 155 feet to an iron pin located at the Northerly line of Lot No. 402 in said Subdivision; thence along the Northerly line of Lot No. 402 South 74 degrees 35 minutes West a distance of 119.8 feet to an iron pin located at the corner of Lot No. 204 in said Subdivision; thence along the Northeast line of said Lot No. 204 North 44 degrees 44 minutes West a distance of 200.9 feet to an iron pin located at the southerly line of said Kiwanis Trail on a curve to the right having a radius of 213.0 feet, a distance of 215.9 feet to an iron pin and place of beginning. Being Lot No. 203 in said Subdivision.

THE SECOND THEREOF: BEGINNING at an iron pin located at the Southerly line of the Kiwanis Trail, said iron pin also being located at the Northwest corner of Lot No. 201 in said Subdivision; thence along the Westerly line of said Lot No. 201 South 16 degrees, 14 minutes West a distance of 150.0 feet to an iron pin located at the Northerly line of Lot No. 401 in said Subdivision; thence along the Northerly line of Lots Nos. 401 and 402 North 68 degrees, 22 minutes West a distance of 467.7 feet to an iron pin located at the Southeast corner of Lot No. 203 in said Subdivision; thence along the Easterly line of said Lot No. 203 North 20 degrees 00 minutes West a distance of 155 feet to an iron pin located at the Southerly line of Kiwanis Trail; thence along the Southerly line of Kiwanis Trail, South 70 degrees, 12 minutes East a distance of 489.4 feet to an iron pin; thence along a curve to the left having a radius of 155 feet, a distance of 70.3 feet to a point being the northwest corner of Lot No. 201 and place of beginning. Being Lot No. 202 in said Subdivision.

THE THIRD THEREOF: BEGINNING at the intersection of Hemlock Heights Road and Kiwanis Trail; thence along the Westerly line of Hemlock Heights Road, South 16 degrees 44 minutes West a distance of 320.9 feet to an iron pin located at the Northeast corner of Lot No. 401; thence along the Northerly line of said Lot No. 401, North 65 degrees, 53 minutes West a distance of 136.5 feet to an iron pin located at the Southeast corner of Lot No. 202 in said Subdivision; thence along the Easterly line of said Lot No. 202, North 16 degrees, 14 minutes East a line of Kiwanis Trail; thence on a curve to the left having a radius of 155 feet, the chord of which is North 50 degrees 40 minutes East a distance of 117.7 feet to an iron pin and place of beginning. Being Lot No. 201 in said Subdivision.

BEING PARCEL NO. 128-0-A3-000-00148