

**Torrell and Bernardo vs Torrell and Bern.
2006-1000-CD**

**06-1000-CD
Torrell & Bernardo vs Torrell Bernardo**

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

TORRELL AND BERNARDO
LAND CORPORATION,

Owner

vs.

TORRELL AND BERNARDO
REMODELING & CUSTOM HOMES,

Contractor

No. 06-1000-CD

Type of Pleading: Contractor's Waiver
of Liens

Filed on behalf of: Torrell and Bernardo Land
Corporation, Owner

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, Esquire

Attorney at Law

Supreme Court No. 42519

LEA ANN HELTZEL, Esquire

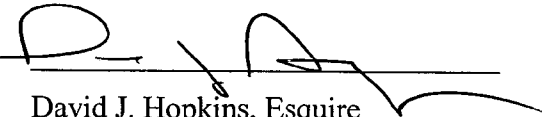
Attorney at Law

Supreme Court No. 83998

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DuBois, Pennsylvania 15801

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David J. Hopkins, Esquire

FILED^{icc}

019:45/01
JUN 23 2006

Any Hopkins

Any pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this _____ day of June, 2006, by and between TORRELL AND BERNARDO LAND CORPORATION whose business address is 130 McCracken Run Road, DuBois, Pennsylvania 15801, hereinafter "Owner"; and TORRELL & BERNARDO REMODELING & CUSTOM HOMES whose business address is 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, 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, parcels or tracts of land, known as Lot Nos. 36, 37 and 38 in the Coke Hill Estates Subdivision, in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

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.

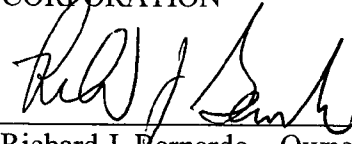
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

ATTEST:



Ronald C. Torrell

TORRELL & BERNARDO LAND
CORPORATION



Richard J. Bernardo, Owner

ATTEST:



Ronald C. Torrell

TORRELL & BERNARDO
REMODELING & CUSTOM HOMES



Richard J. Bernardo, Contractor

LOT No 36, 37 and 38

BEGINNING at an iron pin in the easterly right-of-way line of McCracken Run Road, being also the northwest corner of Lot No 35 in the COKE HILL ESTATES SUBDIVISION; thence by the easterly right-of-way line of McCracken Run Road by a curve to the right having a radius of 1475.00 feet, the following bearings and distances N 20- 32'- 30" E with a chord distance of 100.00 feet to an iron pin; thence by same radius N 24- 25'- 30" E with a chord distance of 100.00 feet to an iron pin ; thence still by same radius having a bearing of N 33- 30'- 12" E with a chord distance of 366.39 feet to an iron pin , being also the northwest corner of Lot No 38; thence by the northerly line of Lot No 38 in the COKE HILL ESTATES SUBDIVISION S 06- 23'- 54" E 106.52 feet to an iron pin; thence still by same S 45- 19'- 20" E 328.71 feet to an iron pin in the line of land of David C. Dubois, being also the City of DuBois and Sandy Township division line; thence by the division line of David C. Dubois S 29- 52' 53" W 206.96 feet to an iron pin; thence still by land of David C. Dubois S 30- 00'- 53" W 79.34 feet to an iron pin the northeast corner of Lot No 35; thence by the northerly line of Lot No 35 in the COKE HILL ESTATES SUBDIVISION N 76- 01'- 57" W 392.88 feet to an iron pin and the place of beginning.

Containing 157,806 sq. ft. = 3.52 acre more or less

EXCEPTING and reserving a right- of- way easement ten (10.0) feet wide for the construction and maintenance of utility line's along and adjacent to the road right-of-way.

EXCEPTING and reserving a right-of-way easement fifteen (15.0) feet wide for the maintenance of an existing sanitary sewer line.

EXCEPTING and reserving a right-of-way easement one hundred forty (140.00) feet wide for the maintenance of an existing power line.

