

**Speedwell Const vs Wrigth Philipsburg
2006-1013-CD**

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Frederick Construction, Inc. CIVIL ACTION
(Plaintiff)

639 D.tz Dr.
(Street Address)

No. 2006-1013

Munkiim, PA 17545
(City, State ZIP)

Type of Case: W&L Civil

Type of Pleading: WML

vs.

Wright, Phillipsburg, LLC
(Defendant)

Filed on Behalf of:

~~(Plaintiff/Defendant)~~

(Street Address)

(City, State ZIP)

Korth L Ebersole
(Filed by)

~~514~~ 637 Ditz Dr., Mankin PA 17545
(Address)

717-665-0100
(Phone)

FILED

JUN 27 2006

William A. Shaw
Prothonotary/Clerk of Courts

Prothonotary/Clerk:
Index Against All Parties
As Plaintiff And Against All
Parties As Defendants

WAIVER OF LIENS

This instrument is executed this 27 day of June, 2006, by **Speedwell Construction, Inc.** ("Contractor") located at 637 Ditz Drive, Manheim, PA 17545 in favor of **Wright Philipsburg, LLC** ("Owner"), with an address of 532 Bryn Mawr Avenue, Swarthmore, PA 19081.

BACKGROUND

A. Contractor is or may be a contractor within the meaning of the Pennsylvania Mechanics' Lien Law of 1963.

B. Owner and Contractor have entered into an agreement (the "Agreement") dated June , 2006, in connection with the design and construction of a renovation project and related improvements on certain real property located at 883 North Front Street, Philipsburg, Pennsylvania, legally owned by the Owner. (The project and related improvements are hereinafter collectively referred to as the "Improvements" and the parcel of ground is hereinafter referred to as the "Property").

C. Contractor has, by this instrument and the premises contained herein, covenanted, promised and agreed that no mechanics' or materialmen's liens shall be filed or maintained against the Improvements or the estate or title of the Owner in the Property or any part thereof, or the appurtenances thereto, either by itself or anyone else acting or claiming through or under it for or on account of any work, labor or materials supplied in the performance of the work constituting the Improvements, or under any supplemental contract or for extra work, or in the design, erection, installation, construction or completion of the Improvements on the Property or any appurtenance thereto.

NOW, THEREFORE, incorporating the Background herein by reference, in consideration of the Agreement and the covenants of Owner therein contained, and the sum of One Dollar (\$1.00) paid in hand to Contractor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Contractor for itself and anyone else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanics' or materialmen's lien, or notice of intention to file any lien, and does hereby covenant, promise and agree that no mechanics' lien or other lien of any kind whatsoever shall be filed or maintained against the Improvements or the estate or title of Owner in the Property or the appurtenances thereto, by or in the name of Contractor, or any contractor, subcontractor, materialman, laborer or consultant acting or claiming through or under Contractor for work done or materials furnished in connection with the Improvements or under the Agreement 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.

2. This Waiver or Liens 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 design, erection, construction and completion of the Improvements to the same extent as any work and labor done and materials furnished in connection with the Improvements or under the Agreement.

3. In the event that any part of this Waiver of Liens is determined to be illegal or unenforceable, it shall be deemed stricken or reformed and the remainder of this instrument shall be unaffected and remain in full force and effect.

4. This Waiver of Liens is intended to be filed with the County Prothonotary in accordance with the Pennsylvania Mechanics ' Lien Law of 1963 in any such case provided.

IN WITNESS WHEREOF, Contractor has executed this Waiver of Liens on the day and year first above written.

(CORPORATE SEAL)

SPEEDWELL CONSTRUCTION, INC.

ATTEST: Jeremy Zimmerman
Name: Jeremy Zimmerman
Title:

By: Keith E. Lescalle
Name: Keith E. Lescalle
Title: Pres.

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS. :

On this, the 27th day of June, 2006, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Keith E. Lescalle who acknowledged himself to be the President of Speedwell Construction, Inc., and that he, as such President, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

