

**Douglas Hanes et al vs McCloskey Homes  
2006-1048-CD**

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Douglas M. HANES ←  
(Plaintiff)

CIVIL ACTION

SHELLEY A. HANES  
(Street Address)  
221 Treasure Lake  
DuBois PA 15801  
(City, State ZIP)

No. 2006-1048-C0

Type of Case: CIVIL

Type of Pleading: W.M.

vs.

McClurkey Homes, Inc  
(Defendant)

Filed on Behalf of:

Plaintiff  
(Plaintiff/Defendant)

241 Treasure Lake  
(Street Address)  
DuBois PA 15801  
(City, State ZIP)

FILED

JUN 30 2006 *Recd*

1/3:50/2007  
William A. Shaw  
Prothonotary/Clerk of Courts

1 CURE TO FILE

Gleason CHERKSY & CHERKSY L.L.C.  
PAULA M CHERKSY  
(Filed by)  
PO Box 505  
DuBois PA 15801  
(Address)

814-371-5800  
(Phone)

Paula M. Cherksy  
(Signature)

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 22nd day of June, 2006 by and between Douglas M. Hanes and Shelley A. Hanes, hereinafter "Owner(s)", of Section 15 Lots 121 & 122 Treasure Lake, DuBois, PA 15801, and McCloskey Homes Inc., hereinafter "Contractor" of 241 Treasure Lake, DuBois, PA 15801.

See Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein.

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 mechanics' 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' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL that certain piece, parcel or lot of ground situate in the Township of Sandy, County of Clearfield, State of PA, more particularly described on Exhibit "A" attached hereto and made a part hereof.
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/Attest:

McCloskey Homes Inc.

Thomas M. McCloskey

By: Thomas M. McCloskey (SEAL)

Contractor: Thomas M. McCloskey, President  
(Type or Print Name and Title)

Douglas M. Hanes

Douglas M. Hanes (SEAL)

Borrower: Douglas M. Hanes

Shelley A. Hanes

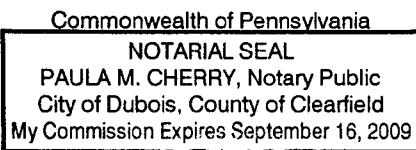
Shelley A. Hanes (SEAL)

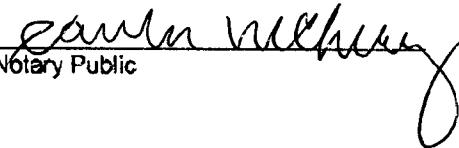
Borrower: Shelley A. Hanes

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : ss.

On this, the 22<sup>nd</sup> day of June, 2006, before me, the undersigned officer, personally appeared Thomas M. McCloskey, President of McCloskey Homes Inc., known to me (or satisfactorily proven) to be the one of the persons whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purposes herein contained.

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



  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : ss.

On this, the        day of June, 2006, before me, the undersigned officer, personally appeared DOUGLAS M. HANES and SHELLEY A. HANES, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

  
Notary Public

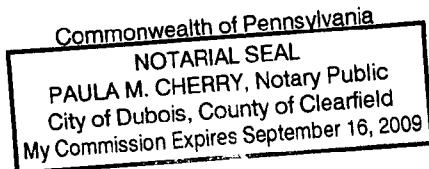


Exhibit "A"

**ALL** that certain piece, parcel or tract of land, lying and being situate in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at an iron pin at the northern most corner of Lot 121 of Section 15 of the Treasure Lake Subdivision of which this is a part and the eastern right of way of Lesser Antilles Court; thence, along aforesaid Lot 121 and Lot 120 of Section 15 of the Treasure Lake Subdivision, South 54° 30' 21" East 211.62 feet to an iron pin; thence, along Lots 121 and 122 of which this is a part, South 33° 40' 00" West 122.79 feet to an iron pipe; thence, along Lot 122 of which this is a part and Lot 123, North 77° 33' 05" West 221.89 feet to the eastern right of way of Lesser Antilles Court; thence, along the eastern right of way of Lesser Antilles Court by a curve to the left having a radius of 50.00 feet, an arc length of 28.69 feet to a point; thence, continuing along the right of way of Lesser Antilles Court by a curve to the right having a radius of 25.00 feet and an arc length of 29.66 feet to a point; thence, continuing along the same by a curve to the left having a radius of 775.00 feet and an arc length of 163.02 feet to an iron pin and place of beginning.

CONTAINING 0.8558 acres and being the consolidation of Lots 121 and 122 of Section 15 of the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania

The above-set forth description was prepared by Greg A. Caldwell, P.L.S., of Caldwell Surveying, in accordance with a survey performed by him, on March 9, 2006, and as shown on survey map entitled, "Lot Consolidation for Douglas M. and Shelley A. Haines" (more correctly known as Hanes) heretofore recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200605617, on April 17, 2006.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by former Grantor or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.