

06-1171-CD  
C. Beer et al vs Ronald Torrell et al

2006-1171-CD  
Christopher Beer vs Ronald Torrell et al

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

CHRISTOPHER L. BEER and CHERI L. BEER, formerly known as CHERI L. LLEWELLYN, Plaintiffs, vs. RONALD C. TORRELL and RICHARD J. BERNARDO, partners, t/a TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES, Defendants. : No. 06 - 1171 C.D.  
: Type of Pleading: WAIVER OF RIGHT TO FILE MECHANICS' LIEN  
: Filed on Behalf of: CHRISTOPHER L. BEER and CHERI L. BEER, formerly known as CHERI L. LLEWELLYN, Plaintiffs  
: Counsel of Record for this Party:  
: PAULA M. CHERRY, ESQ.  
: Supreme Court No.: 36023  
: GLEASON, CHERRY AND CHERRY, L.L.P.  
: Attorneys at Law  
: One North Franklin Street  
: P.O. Box 505  
: DuBois, PA 15801-0505  
: (814) 371-5800  
:

FILED *pd \$20.00 Att'y*  
*6/3:41pm 2006* *cc Atty P. Cherry*  
*JUL 21 2006*

William A. Shaw  
Prothonotary

**WAIVER OF RIGHT TO FILE MECHANICS' LIEN**

KNOW ALL MEN BY THESE PRESENTS, that CHRISTOPHER L. BEER and CHERI L. BEER, formerly known as CHERI L. LLEWELLYN, of 270 Winterburn Road, Penfield, Pennsylvania 15849 ("Owners"), and RONALD C. TORRELL and RICHARD J. BERNARDO, partners, t/a TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES, having an address of 130 McCracken Run Road, DuBois, Pennsylvania 15801 ("Contractor"), have entered into a Construction Agreement dated April 13, 2006, (Contract) relating to the construction of a building and other improvements upon the following described premises as part of the consideration for which agreement this Waiver of Liens is given:

**ALL** that certain piece of land situated in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a point at the northern most corner of the land herein described, said point being the northwestern most corner of the land of Jens W. Jacobsen and Hildegunth Jacobsen and said point also being South 87° 17' West, 250.0 feet from a point in and near the center of L.R. 17031, Mountain Run Road hereafter, at the northeastern most corner of the aforementioned land of Jacobsen and running:

thence, South 87° 17' West, 616.9 feet along the land of Margaret L. Wesiliski, et al., and then the land of NRI DuBois, LLC, to an existing angle iron found at the northwestern most corner of the land herein described;

thence, South 02° 41' East, 582.3 feet along the land of NRI DuBois, LLC, to an existing  $\frac{1}{2}$ " iron pipe found at the southwestern most corner of the land herein described;

thence, South 52° 37' East, 583.8 feet along the land of NRI DuBois, LLC, to a point on the western most right of way line of Mountain Run Road at the southern most corner of the land herein described;

thence, North 17° 11' East, 400.0 feet along the western most right of way line of Mountain Run Road to a point at the northeastern corner of the land herein described;

thence, North 87° 17' East, 17.6 feet to a point in and near the center of Mountain Run Road at a northeastern corner of the land herein described;

thence, North 18° 45' East, 342.4 feet along the general centerline of Mountain Run Road to a point at the northeastern most corner of the land herein described;

thence, North 69° 58' West, 170.0 feet along the land of Jens W. and Hildegunth Jacobsen to an existing rebar w/cap, SU-00165-A, found at a northeastern corner of the land herein described;

thence, North 11° 03' East, 203.7 feet along the land of Jens W. and Hildegunth Jacobsen to a point at the northern most corner of the land herein described and the point of beginning.

CONTAINING 11.03 acres and shown on plat map prepared by Thomas M. Gusky, Registered Professional Land Surveyor, a copy of which is filed in the mapping records of the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200522365.

The above-description was prepared by Thomas M. Gusky from data secured from a survey performed by him on June 21, 2005.

NOW, THEREFORE, Contractor, intending to be legally bound hereby, in consideration of the sum of One Dollar (\$1.00) to Contractor in hand paid, the receipt and sufficiency of which are hereby acknowledged, as well as for and in consideration of the entry by Owners into the Contract, does hereby, for Contractor and any and all subcontractors, materialmen and parties acting for, through or under Contractor, them or any of them, or anyone, covenant and agree with Owners that no mechanics' liens or claims shall be filed or maintained by Contractor, them or any of them, or any one, against the above-described real

estate, or the buildings or other improvements erected or to be erected thereon, or any of them, or the estate (including a leasehold estate), interest or title thereto of Owners, for or on account of any work done or materials furnished under the Contract or under any supplemental contract, verbal or written, or contract for extra work relating to the construction and completion of said building or other improvements, or any of them, or otherwise; and Contractor, for Contractor and any and all subcontractors, materialmen and parties acting through or under Contractor, them or any of them, hereby expressly waives and relinquishes the right to have, file or maintain any mechanics' liens or claims against said real estate or building or other improvements or any of them.

Contractor hereby covenants, promises and agrees that all subcontractors, material suppliers, and laborers on the work shall look to and hold Contractor personally liable for all subcontracts, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owners, or any other person with an estate (including a leasehold estate) in the above-described property, for any work done or labor or materials furnished under the Contract or otherwise.

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 construction and completion of said building or other improvements as to any work and labor done and materials furnished under the Contract aforesaid.

Contractor hereby represents and warrants that prior to the date hereof no work has been done and no materials have been furnished with regard to the construction which is the

subject of the Contract or with regard to any supplemental contract, verbal or written, or contract for extra work in or about the construction and competition of any buildings or other improvements on the above-described property.

In order to give Owners and any person having an estate in the above-described property (including a leasehold estate), full power and authority to protect itself and themselves, the above-described property, the building or other improvements to be constructed thereon, and the curtilages appurtenant thereto, against any and all liens or claims filed by the Contractor or anyone acting under or through it in violation of the foregoing covenant by Contractor, the Contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as attorney for it, them, or any of them, in any such Court, and in its or their name or names, (a) to the extent permitted by law, to mark satisfied of record at the cost and expense of Contractor or of any subcontractor, laborer or material supplier, any and all claims or liens filed in violation of the foregoing waiver and covenant, or (b) to cause to be filed and served in connection with such claims or liens (in the name of Contractor or any subcontractor, laborer or material supplier, or anyone else acting under or through it) any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, 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, and a reference to the court, term and number in which and where this Waiver of Liens shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the contractor for itself and for them does hereby remise, release and quitclaim 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.

This agreement and Waiver of Liens is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County of Clearfield, Commonwealth of Pennsylvania, or other proper place in which the above-described lands are located, within ten (10) days after the date hereof in accordance with the requirements of law in such case provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20 day of July, 2006.

WITNESS:

*Dawn Mckay*

OWNERS:

Christopher L. Beer (SEAL)  
Christopher L. Beer

Cheri L. Beer (SEAL)  
Cheri L. Beer

Cheri L. Llewellyn (SEAL)  
Cheri L. Llewellyn  
("Owners")

WITNESS:

*Dawn Mckay*

TORRELL AND BERNARDO  
REMODELING AND CUSTOM HOMES:

By Ronald C. Torrell (SEAL)  
Ronald C. Torrell, Partner

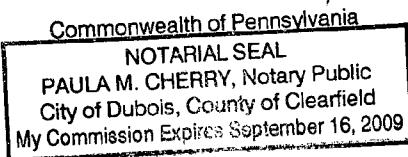
By Richard J. Bernardo (SEAL)  
Richard J. Bernardo, Partner  
("Contractor")

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS.  
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On this, the 20<sup>th</sup> day of July, 2006, before me, a Notary Public, personally appeared CHRISTOPHER L. BEER and CHERI L. BEER, formerly known as CHERI L. LLEWELLYN, 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 therein contained.

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

My commission expires: 9-16-2009



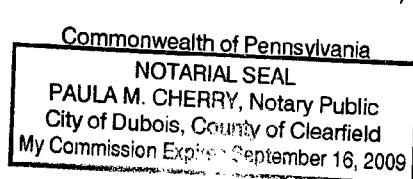
*Paula Cherry*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS.  
:

On this, the 20 day of July, 2006, before me, a Notary Public, personally appeared RONALD C. TORRELL and RICHARD J. BERNARDO, partners, t/a TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES, 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 therein contained.

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

My commission expires: 9-16-2009



*Paula Cherry*  
Notary Public

**FILED**

JUL 21 2006

William A. Shaw  
Prothonotary