

06-1224-CD

G. Luzier Contracting vs John Schaffer et al

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FILED Blakley &
01/30/2006 Jones pd.
JUL 31 2006 20.00
William A. Shaw
Prothonotary/Clerk of Courts
Ab CC

WAIVER OF RIGHT TO FILE MECHANIC'S LIEN CLAIM

WAIVER OF LIENS

This instrument is executed this 31st day of July, 2006, by
G. LUZIER CONTRACTING ("Contractor") (or "Subcontractor") in
favor of JOHN THOMAS SCHAFFER ("Owner")
LINDSAY D. GRAY

WITNESSETH:

A. Contractor is a contractor within the meaning of the Mechanics Lien Law of 1963.

B. Owner and Contractor intend to enter or have entered into a certain contract ("Contract") in connection with building a home on a parcel of ground known as Coal Hill Rd. Luthersburg, Pennsylvania ("Property"), described as follows:

SEE Exhibit "A".

C. Contractor has, by this instrument and the promises contained herein, covenanted, promised and agreed that no mechanic's or materialmen's liens shall be filed or maintained against the estate or title of 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 under the Contract or under any supplemental contract or for extra work.

NOW THEREFORE, in consideration of the contract 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 mechanic's or materialmen's lien, or notice of intention to file any lien, and does hereby covenant, promise and agree that no mechanic's lien or other lien of any kind whatsoever shall be filed or maintained against the estate or title of Owner in the Property or the appurtenances thereto, by or in the name of Contractor, or any subcontractor, materialman or laborer acting or claiming through or under the Contractor for work done or materials furnished in connection with the Contract or by any other party acting

through or under them or any of them for and about the Property or any part of it.

2. No part of any construction loan or loan proceeds shall be, at any time, subject or liable to attachment or levy at the suit of Borrower, general contractor, subcontractor or materialman, or any creditor thereof.

3. This agreement waiving the right of lien shall be an independent covenant by Contractor and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in connection with the above described Contract on the Property to the same extent as any work and labor done and materials furnished under the Contract.

4. In order to give Owner full power and authority to protect itself, the Property, the estate or title of Owner therein, and the appurtenances thereto, against any and all liens filed by Contractor or anyone acting under or through it in violation of the foregoing covenant, contractor hereby irrevocably authorizes and empower any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to (i) appear as attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of Contractor or of any subcontractor or materialmen, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) cause to be filed and served in connection with such a lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, and 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. A reference to the court, term and number in which and where this agreement shall have been filed shall be conclusive evidence of the authority herein to warrant such action, and Contractor, for itself and for them, hereby remises, releases and quit-claims 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. In the event anyone acting through or under Contractor shall so file a lien in violation of the foregoing covenant, Owner may not exercise its rights under this Paragraph 3 unless such lien has not been stricken or discharged (by payment, posting of a bond or other means) for a period of ten days after notice of such lien shall have been received by Contractor.

5. It is the intention of the parties that this waiver shall be recorded in the Office of the Prothonotary of Clearfield County to provide constructive notice of this waiver to any and all subcontractors, materialmen and other persons furnishing labor or materials under this Contract.

IN WITNESS WHEREOF, Contractor has executed this instrument as of the day and year first above written.

CONTRACTOR:

Attest:

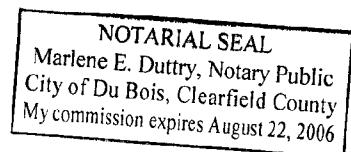
BY: Gary _____

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

On this 31st day of July, 2006, before me, the undersigned officer, personally appeared GARY LIZIER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Marlene E. Duttry (SEAL)
Notary Public
My commission expires:



ALL THAT PARCEL OF LAND KNOWN AS LOT 1 OF THE JAMES A. AND H. MAXINE GRAY SUBDIVISION, DATED NOVEMBER 2, 2005, LYING DIRECTLY ACROSS FROM THE INTERSECTION OF SCHUCKER ORCHARD ROAD AND PENNSYLVANIA STATE ROUTE 219 IN BRADY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/4 inch rebar set South 36 degrees 19 minutes 04 seconds East, 344.49 feet from the eastern corner of Thomas L. and Jodi S. Milliren, as was conveyed to them by instrument number 200320090, said rebar being the northern corner of the land herein described and running; thence South 36 degrees 38 minutes 17 seconds East a distance of 340.20 feet, through lands of the grantor to a 3/4 inch rebar set; thence South 54 degrees 35 minutes 00 seconds East a distance of 222.70 feet, through lands of the grantor to a point in the centerline of Pennsylvania State Route 219, said line passing through a 3/4 inch rebar set back 52.43 feet from the centerline of Pennsylvania State Route 219; thence North 36 degrees 32 minutes 49 seconds West a distance of 340.19 feet along said centerline of Pennsylvania State Route 219 to a point; thence North 54 degrees 35 minutes 00 seconds East a distance of 222.16 feet through lands of the Grantor to a 3/4 inch rebar set and place of beginning, said line passing through a 3/4 inch rebar set at 30.47 feet

TOGETHER with and subject to covenants, easements and restrictions of record.

CONTAINING 1.737 acre total minus 0.234 acre for the right-of-way of Pennsylvania State Route 219, leaving 1.503 acre net and known as Lot No. 1 of the James A. and H. Maxine Gray Subdivision, as shown on map prepared by Curry and Associates dated November 2, 2005.

BEING the same premises which became vested in the Mortgagors herein by deed of James A. Gray, widower, dated February 14, 2006 and recorded in Clearfield County as Instrument Number 200602811.

UNDER AND SUBJECT, NEVERTHELESS, to all exceptions, reservations and restrictions contained in prior deeds of conveyance.

EXHIBIT "A"

FILED

JUL 31 2006

William A. Shaw
Prothonotary/Clerk of Courts