

06-1357-CD  
Pamela Hibbard vs Mervin M. Miller et al

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2006-1357-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

PAMELA J. HIBBARD,

Plaintiff,

vs.

MERVIN M. MILLER, t/d/b/a M & M  
CONTRACTING,

Defendant.

: No. 06 - 1357 - C.D.

: Type of Pleading:

: CONTRACTOR'S WAIVER OF LIENS

: Filed on Behalf of: PAMELA J. HIBBARD,  
Plaintiff

: Counsel of Record for this Party:

: PAULA M. CHERRY, ESQ.

: Supreme Court No.: 36023

: GLEASON, CHERRY AND CHERRY, L.L.P.

: Attorneys at Law

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FILED No CC  
m/11:24/81 Amy Cherry  
AUG 23 2006 pd-2000  
JM

William A. Shaw  
Prothonotary/Clerk of Courts

### CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 22nd day of August, 2006, by and between PAMELA J. HIBBARD, of 318 Pifer Street, DuBois, Clearfield County, Pennsylvania 15801, hereinafter "Owner", and MERVIN M. MILLER, t/d/b/a M & M CONTRACTING, of 3567 Pike Road, Punxsutawney, Jefferson County, Pennsylvania 15767, hereinafter "Contractor";

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, subcontractors 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 City of DuBois, County of Clearfield, State of Pennsylvania, more particularly set forth 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:

Bessie A. Zimtrach

M & M CONTRACTING:

By Mervin M. Miller (SEAL)  
Mervin M. Miller  
Contractor

WITNESS:

Edward McNamee

Pamela J. Hibbard (SEAL)  
Pamela J. Hibbard  
Owner

Exhibit "A"

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

BEGINNING at an iron pipe at the common corner of Lots Nos. 117 and 118 in the Knarr Addition to the City of DuBois at Pifer Street; thence along Pifer Street right-of-way, South 38° 48' West 30 feet to a cut in the concrete; thence along the Northeasterly line of land conveyed by The Union Banking and Trust Company, Executor of Joseph X. Arick Estate to Albert E. Munn and Alice M. Munn by Deed dated July 3, 1976, and recorded in Deed Book No. 722, Page 199, North 48° 17' West 99.7 feet to an iron pipe; thence along the Northwesterly line of said Munn land, South 41° 00' West 20 feet to an iron pipe; thence along the Northeasterly line of Lot No. 119 in said addition, North 48° 17' West 44.9 feet to an iron pipe at Donaldson Alley; thence along Donaldson Alley, North 41° 00' East 49.97 feet to an iron pipe; thence along the Southwesterly line of Lot No. 117 in said Addition, South 48° 17' East 143.4 feet to an iron pipe and place of beginning. BEING a portion of Lot No. 118 in the said Knarr Addition.

EXCEPTING AND RESERVING from the above description that parcel of land conveyed from Donald G. Good and Lorene M. Good, husband and wife, to Albert E. Munn, et ux., by Deed dated February 17, 1989, as recorded in Deeds and Records Book Vol. 1275, Page 383, such conveyance being a 20' x 144.5' x 20' x 144.1' strip.

UNDER AND SUBJECT to all other exceptions, reservations and restrictions which may appear in the recorded chain of title.

**FILED**

**AUG 23 2006**

William A. Shaw  
Prothonotary/Clerk of Courts