

06-1712-CD
R. Marsh al vs Paradise Mech & Elec.

Robert Marsh et al vs Paradise Mechanicals
2006-1712-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED

OCT 19 2006

012:01 P.M. 6K 20.00

PIFF paid

20.00

NO CC

William A. Shaw
Prothonotary/Clerk of Courts

Robert R Marsh Jr

(Plaintiff)

Theresa J Marsh

(Street Address)

DUBOIS PA 15801

(City, State ZIP)

CIVIL ACTION

No. 2006-1712-CD

Type of Case: _____

Type of Pleading: _____

Filed on Behalf of:

VS.

Paradise Mechanical &

(Defendant)

Electrical

Plaintiff

(Plaintiff/Defendant)

(Street Address)

(City, State ZIP)

Theron G Noble Esq

(Filed by)

301 East Pine Street

(Address)

Clearfield PA 16830

(Phone)

814 765-4996

(Signature)

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 19th day of October 2006, by and between **ROBERT R. MARSH, JR.** and **THERESA J. MARSH**, hereinafter "Owners", of DuBois, PA 15801 and **PARADISE MECHANICALS & ELECTRICAL**, 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 Contractors for themselves and anyone else acting or claiming through or under them, intending to be legally bound hereby, do 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 of the title of the Owner in the Property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractors or any subcontractor, materialmen or laborers for works 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 Contractors 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 and contract for extra work, or for work supplemental thereto, or otherwise.

2. The Contractors do hereby remise, release and waive for themselves, 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 Pennsylvania:

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 Contractors 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:

Lisa Picara

Contractor:

RTZ Bickle

Bickle Remodeling

By: Bickle Remodling

Witness:

Lisa Picara

Borrowers:

Robert R. Marsh, Jr.

Robert R. Marsh, Jr.

Lisa Picara

Theresa J. Marsh

Theresa J. Marsh

ALL that certain piece or tract of land situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin, said iron pin being on the western right-of-way of Township Road 380 and common with lands of James L. and Carolyn A. Yount; thence along aforesaid Yount property North 75° 32' 35" West 393.69 feet to an iron pin and common with Lot 2 of the Doan Hill Subdivision; thence along Lot 2 of the Doan Hill Subdivision North 15° 50' 11" East 420.77 feet to an iron pin; thence continuing along Lot 2 of the same North 79° 23' 36" East 54.29 feet to an iron pin; thence still along the same by a curve to the right, having a radius of 225.00 feet a length of 99.62 feet and along a cord bearing of North 77° 37' 32" East to an iron pin; thence still along the aforesaid Lot 2 of the Doan Hill Subdivision North 75° 32' 35" West 183.01 feet to an iron pin in the western right-of-way of Township Road 380; thence along Township

Road 380 South 13° 52' 02" West 464.86 feet to an iron pin and place of beginning. Containing 3.531 acres and being Lot 1 of the Doan Hill Subdivision, said Subdivision recorded in Clearfield County Recorder's Office at Instrument No. 200501967.