

06-2119-CD

Robert Burns vs Burns Contracting

Robert Burns et al vs Burns Contracting  
2006-2119-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

Robert C. Burns, Sr.  
Leigh Ann Burns

vs.

Burns Contracting

No. 2006-2119-C0

Type of Pleading: Contractor's Waiver  
of Liens

Filed on behalf of: Owners

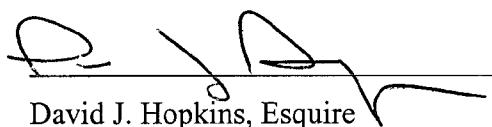
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FILED

DEC 22 2006

01/11/07 (w)

William A. Shaw  
Prothonotary/Clerk of Courts

1 CERT TO ATTY

## **CONTRACTOR'S WAIVER OF LIENS**

THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of December, 2006, by and between Robert C. Burns, Sr. and Leigh Ann Burns, husband and wife, of 1356 Treasure Lake, DuBois, Pennsylvania, 15801, hereinafter "Owner" and Burns Contracting, of 1356 Treasure Lake, DuBois, Pennsylvania 15801, hereinafter "Contractor".

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 mechanic's 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's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against:

ALL that certain tract of land designated as 644 Lincoln Drive, Sandy Township, Clearfield County, Pennsylvania, recorded in the Office of the Recorder of Clearfield County.

See Attached Exhibit "A"

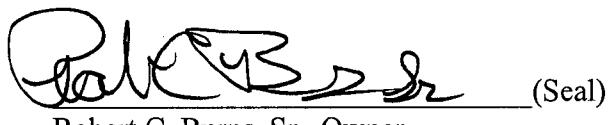
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and 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.

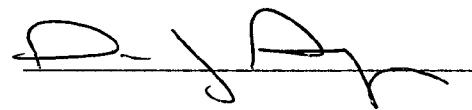
Witness:



(Seal)

Robert C. Burns, Sr., Owner

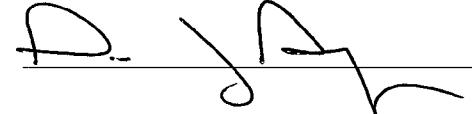
Witness:



(Seal)

Leigh Ann Burns, Owner

Witness:



(Seal)

Burns Contracting, Contractor  
Robert C. Burns, Sr.

## **EXHIBIT "A"**

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

BEGINNING at a point in the center line of former Highway leading from DuBois to Sykesville, now known as Lincoln Drive, said point also being at the Southeast corner of land formerly of Margaret Kohler, now Carl and Angeline Monella;

THENCE along the Northerly line of Lincoln Drive, North 82° West 127.5 feet to an iron pipe;

THENCE along Easterly line of Amshey land, North 5° 21' East 150.8 feet to an iron pipe;

THENCE along the Southerly line of lands now or formerly of Carl M. Monella and Jean A. Monella, South 82° East 127.5 feet to an iron pipe;

THENCE along land of Temple Baptist Church South 5° 21' West 150.8 feet to a point and place of beginning.

BEING the same premises which were conveyed to Robert C. Burns and Leigh Ann Burns, husband and wife, by deed of Carl M. Monella, Jr. and Jean A. Monella, husband and wife, dated September 30, 2003, and recorded in the Office of the Recorder of Deeds in and for Clearfield County as Instrument No. 2003-18400.

Tax Parcel No. 1280B400000098