

06-2151-CD
Gardian Lifestyle vs J. Jackman

Gardian Lifestyle vs James J.C et al
2006-2151-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARDIAN LIFESTYLE HOMES,
Plaintiff,

vs

JAMES J. JACKMAN and
CARIN S. JACKMAN, husband and wife,
Defendants.

NO. 06-2151-CD

Mechanic's Lien Waiver

For Filing

Mark R. Wendekier, Esquire
Attorney for Plaintiff & Defendants
306 Magee Avenue
Patton, PA 16668
Attorney ID #15131
Telephone # (814) 674-5991

FILED NOCC
0/2.45cm pa \$ 20.00
DEC 28 2006 AAG
JS

William A. Shaw
Prothonotary/Clerk of Courts

WAIVER OF LIENS

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, James J. Jackman and Carin S. Jackman, h/w ("Owner") and Gardian Lifestyle Homes ("General Contractor") have entered into an agreement ("Agreement") relating to the construction of certain improvements to a parcel of real property located at 601 Silverwood Estate, Decatur Township, Clearfield County, Pennsylvania, identified as Clearfield County Tax Parcel Nos. 112.0-N13-000-00110 and 118-112-N13-00-80, as more particularly described on Exhibit A attached hereto ("Premises"), as part of the consideration for which agreement this Waiver is given;

WHEREAS, the Contractor has covenanted, promised and agreed that no mechanics' liens or claims will be entered and filed against the Premises by Contractor, its subcontractors, vendors, materialmen, laborers or anyone else for any work, material or labor supplied in the performance of the Agreement or any supplemental agreement for extra work.

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 of which is hereby acknowledged, as well as for and in consideration of the entry by Owner thereunder, it is stipulated and agreed that neither the undersigned Contractor, any subcontractor, vendor, materialman, laborer, nor any other person furnishing labor or materials to Contractor with respect to the Agreement shall file a lien, commonly called a mechanics' lien, for work done or materials furnished to the buildings or improvements located on the Premises or any part thereof.

This stipulation and agreement waiving the right of lien shall be an independent covenant and shall also operate and be effective with respect to work done and materials furnished under any supplemental agreement or arrangement for extra work in the erection, construction and completion of any buildings or improvements on the Premises.

In the event that any mechanic's liens or claim is filed by the undersigned, undersigned hereby irrevocably waives any right to a jury trial in any action to strike or discharge the lien.

If the undersigned or any contractor or materialmen claiming by, through or under the undersigned files a mechanic's lien, notwithstanding this Waiver, the Owner or the Owner's representatives, successors or assigns shall have the right to discharge the lien by appropriate legal proceedings and to retain out of any payment then due or thereafter to become due to the undersigned an amount sufficient to completely reimburse and indemnify Owner against expenses and losses resulting from such lien. Expenses and losses shall include any attorney's fees, surety bond premiums and other costs incurred in attempting to discharge or remove such lien and any damages or other losses resulting from such lien all of which the undersigned agrees to pay. If any payment then due to the undersigned by Owner is not sufficient to reimburse and indemnify Owner by way of off-set as aforesaid, the undersigned agrees to pay the amount of the difference to Owner upon demand.

The undersigned hereby warrants and represents that as of the execution of this Waiver, no work of any kind has been done and no materials or supplies of any kind have been furnished in the performance of the aforesaid Agreement or any supplemental agreement of extra work in the erection, construction and completion of any buildings on the Premises or otherwise.

This Agreement and Waiver is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County where the Premises are located and Contractor agrees that it, all subcontractors, vendors, materialmen, laborers on said work shall look to and hold Contractor liable for the Agreement, materials furnished and work and labor done, so that there shall not be any legal or lawful claims of any kind whatsoever against Owner for any work done or labor or material furnished under the Agreement with the Contractor.

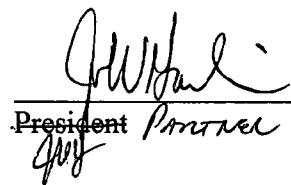
It is expressly understood that the foregoing Waiver and all of the provisions and remedies herein contained shall be available to and for the protection of Owner.

IN WITNESS WHEREOF, Contractor and the Owners have signed and sealed these presents as of the 22nd day of December, 2006.

Gardian Lifestyle Homes:



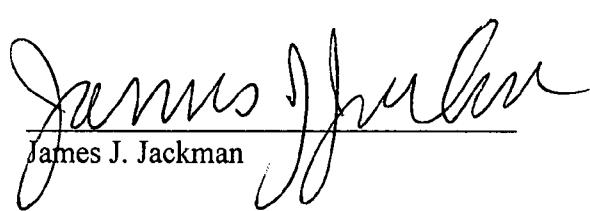
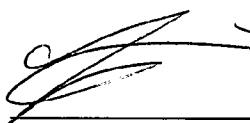
Witness


John Whalen
President Partner

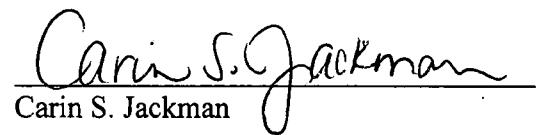
OWNER:



Witness


James J. Jackman

Witness


Carin S. Jackman

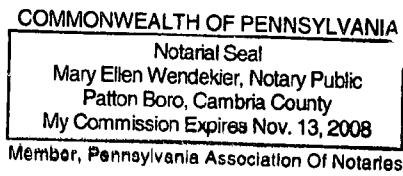
COMMONWEALTH OF PENNSYLVANIA,

:ss.

COUNTY OF CAMBRIA :

On this, the 22nd day of December, 2006, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared James J. Jackman and Carin S. Jackman known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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



Mary Ellen Wendekier
Notary Public
My Commission Expires:

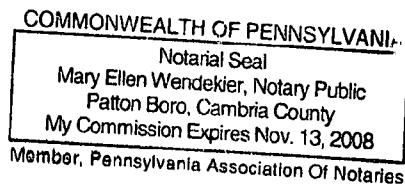
COMMONWEALTH OF PENNSYLVANIA,

:ss.

COUNTY OF CAMBRIA :

On this, the 22nd day of December, 2006, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared John W. Gardiner, Partner ~~XXXXXX~~ of Gardian Lifestyle Homes. known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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



Mary Ellen Wendekier
Notary Public
My Commission Expires:

ALL THOSE CERTAIN PIECES OF PARCELS OF LAND located in Decatur Township, Clearfield County, Pennsylvania bounded and described as follows:

PARCEL NUMBER 1: BEGINNING at a point at the Southeastern corner of Lot "C" on the Westerly line of lands now or formerly of Duane E. Wriglesworth and Darlene Wriglesworth; then South 89° 03' 52" West along the Southerly line of Lot "C" for a distance of 2462.57 feet to a point at the Southwestern corner of Lot "C" on the Easterly line of land now or formerly of B. Nevling, et al., and land now or formerly of Synergan, Inc. for a distance of 3136 feet, more or less to a point at a corner formed by the intersection of the boundary lines of lands now or formerly of Synergan, Inc., lands now or formerly of the Nancy Evan Norton Heirs, other lands now or formerly of Dennis A. Storm and Rose D. Storm, and Lot "D"; then North 43° 30' 57" East along other lands now or formerly of Dennis A. Storm and Rose D. Storm, for a distance of 3605.71 feet to a point; then North 01° 52' 29" West along the Westerly line of lands now or formerly of Duane E. Wriglesworth and Darlene Wriglesworth for a distance of 561.70 feet to a point and the place of beginning.

This piece or parcel of land is known and described as Lot "D", containing 105.18 acres, on the Final Plan of Subdivision of Lands For Timothy J. Baughman and Tina J. Baughman as recorded in Clearfield County, Pennsylvania Instrument #200403066 on March 1, 2004, a copy of which is attached hereto and incorporated herein by reference.

This Parcel Number 2 is further identified on the Clearfield County, Pennsylvania Tax Assessment Records as Assessment Number 112-N13-000-00110.

PARCEL NUMBER 2: BEGINNING at a point where Beaver Run crosses line of tract in warrantee name of Thomas P. Cope; then South 46° West 150 perches to post on land now or formerly of John Anderson; then along same North 68° West 314 perches to old white oak (down) corner now or formerly of Samuel Hambleton; then along same North 45° East 108 perches to point on little Beaver Run; then down same by its several courses and distances as follows:

South 85° East 3 perches,

EXHIBIT "A"

Legal Description for Jackman

Page 1 of 4

North 72° East 6 perches,
South 77° East 9 perches,
South 24° East 6 perches,
South 77° East 4 perches,
North 80° East 8 perches,
South 71° East 21 perches,
South 46° East 10 perches,
South 3° East 8 perches,
South 51° East 8 perches,
North 84° East 5 1/2 perches,
North 23° East 6 perches,
North 79° East 6 perches,
North 76° East 10 perches,
South 73° East 9 perches,
North 70° East 8 perches,
South 45° East 6 perches,
South 36° East 4 1/2 perches,
South 33° East 8 perches,
South 75° East 5 perches,
North 74° East 8 perches,
South 36° East 28 perches,
North 87° East 6 perches,
South 55 1/4° East 14 perches,
South 67° East 17 perches,
South 25° East 18 perches,
South 15° East 10 perches,
North 79° East 13 perches,
South 47° East 14 perches,
North 87° West 4 1/2 perches,
South 55 1/4° East 14 perches,
South 67° East 18 perches,
South 25° East 18 perches,
South 15° East 10 perches,
North 79° East 13 perches,
South 47° East 14 perches,
North 87° West 4 1/2 perches,
South 55 1/4° East 14 perches,
South 67° East 18 perches,
South 25° East 18 perches,
South 15° East 10 perches,
North 79° East 13 perches,
South 47° East 14 perches,
South 41° East 4 1/2 perches,
South 39° East 7 perches,
South 31 1/4° West 5 perches,

EXHIBIT "A"

Legal Description for Jackman

Page 2 of 4

South 49° East 4 1/2 perches,
South 22 1/2° East 12 perches,
North 77° East 3 perches,
South 78° East 2 perches, South 3 perches,
South 48° West 5 perches,
South 32° East 2 perches,
South 30° East 6 perches,
South 36 1/2° East 7 perches,

to the mouth of said Little Beaver run where it empties into Beaver Run; then down said Run North 70° East 8 1/2 perches;

South 87° East 8 1/2 perches,
South 86° East 3 perches,
South 59° East 3 perches,
South 79 1/2° East 2 perches,
North 56° East 5 perches
North 46° East 16 perches
North 69° East 9 perches
North 50° East 3 perches
North 29° East 14 perches
North 56 1/2° East 12 perches
North 26 1/2° East 8 perches
North 58° East 8 perches; and

then South 77° East 11 perches, to the place of beginning.

This parcel of land is further identified on the Clearfield County, Pennsylvania Tax Assessment Records as Assessment Number 112-N13-000-00080.

ALSO GRANTING to Grantees, their heirs, successors and assigns, together with PARCEL NUMBER 2, the perpetual easement as set forth in the deed recorded in Clearfield County, Pennsylvania as Instrument Number 200003254.

TO THE EXTENT THAT GRANTORS' HAVE SAME, GRANTORS' EXCEPT AND RESERVE to themselves, their heirs, successors and assigns all coal, oil, natural gas and other minerals in, upon, under and beneath the above described parcels, together with all rights to mine and produce same.

EXHIBIT "A"

Legal Description for Jackman

Page 3 of 4

**PARCEL NUMBER 1 BEING THE SAME PREMISES TITLE TO WHICH became vested
in the Grantors by deed recorded in Clearfield County, Pennsylvania as Instrument Number
200406970.**

**PARCEL NUMBER 2 BEING THE SAME PREMISES TITLE TO WHICH became vested
in the Grantors by deed recorded in Clearfield County, Pennsylvania as Instrument Number
200003254.**

UNDER AND SUBJECT TO:

- (a) The exception and reservations set forth in the deed recorded in Clearfield County, Pennsylvania as Instrument Number 200003254.
- (b) Any and all exceptions, reservations, covenants, agreements, conveyances and restrictions which affect the premises and are visible by inspection of the premises.
- (c) Any and all exceptions, reservations, covenants, agreements, conveyances and restrictions contained in any and all prior deeds, grants and conveyances affecting the premises.

GRANTORS state that the above property is not presently being used, nor to the best of their knowledge, information and belief, has it ever been used for the disposal of hazardous wastes. This statement is made in compliance with the Solid Waste Management Act No. 1980-97, Section 405.

EXHIBIT "A"

*Legal Description for Jackman
Page 4 of 4*