

06-2156-CD
T. McCloskey vs McCloskey Homes

Thomas McCloskey et al vs McCloskey
2006-2156-CD

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

Thomas M. McCloskey

Linda A. McCloskey

vs.

McCloskey Homes, Inc.

No. 06-2156-CD

Type of Pleading: Contractor's Waiver
of Liens

Filed on behalf of: Owners

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, Esquire

Attorney at Law

Supreme Court No. 42519

LEA ANN HELTZEL, Esquire

Attorney at Law

Supreme Court No. 83998

100 Meadow Lane, Suite 5

DuBois, Pennsylvania 15801

(814) 375-0300



David J. Hopkins, Esquire

FILED ^{pd \$20.00}
11:00 am
DEC 29 2006 ICC Atty
Hopkins

William A. Shaw
Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 28th day of December, 2006, by and between Thomas M. McCloskey and Linda A. McCloskey, husband and wife, of 241 Treasure Lake, DuBois, Pennsylvania, 15801, hereinafter "Owner" and McCLOSKEY HOMES, INC., a Pennsylvania Corporation, of 241 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 Section 6A, Lot 183 in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, recorded in the Office of the Recorder of Clearfield County.

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:

Carol Foltz

Thomas M. McCloskey (Seal)
Thomas M. McCloskey, Owner

Witness:

Carol Foltz

Linda A. McCloskey (Seal)
Linda A. McCloskey, Owner

Witness:

Carol Foltz

Thomas M. McCloskey (Seal)
McCloskey Homes, Inc., Contractor