

07-51-CD
Torrell & Bernardo vs Torrell & Bernardo

Torrell & Bernardo vs Torrell & Bernardo
2007-51-CD

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

Torrell and Bernardo Land
Corporation

No. 07-51-CD

vs.

Torrell & Bernardo

Type of Pleading: Contractor's Waiver
of Liens

Remodeling & Custom Homes

Filed on behalf of: Owners

Counsel of Record for this party:

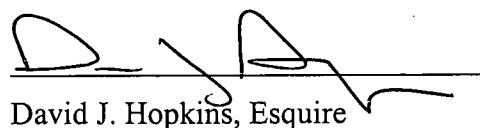
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FILED 1CC
01/31/07 Atty
JAN 10 2007
UN Hopkins
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd.
20.00

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 10 day of January, 2007, by and between TORRELL AND BERNARDO LAND CORPORATION, a Pennsylvania corporation, of 130 McCracken Run Road, DuBois, Pennsylvania, 15801, hereinafter "Owner" and TORRELL AND BERNARDO REMODELING & CUSTOM HOMES, of 130 McCracken Run Road, 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 Lots 30 & 31 in the Coke Hills Estate Subdivision, City of DuBois, 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.

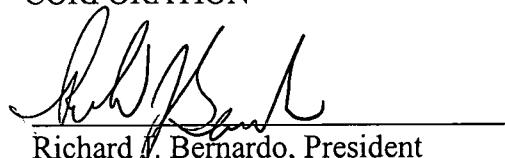
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

ATTEST



Ronald C. Torrell, Secretary

TORRELL & BERNARDO LAND
CORPORATION


Richard J. Bernardo, President

Witness:



TORRELL & BERNARDO
REMODELING & CUSTOM HOMES


(Seal)
Richard J. Bernardo, Partner

Witness:

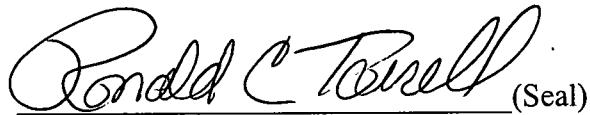

(Seal)
Ronald C. Torrell, Partner

EXHIBIT "A"
Torrell and Bernardo Land Corporation
Lot 30 & 31 Coke Hills
DuBois, PA 15801

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

BEGINNING at an iron pin in the westerly right-of-way line of McCracken Run Road, being also the southeast corner of Lot No. 24 in the Coke Hill Estates Subdivision;

Thence by the westerly right-of-way line of McCracken Run Road by a curve to the left having a radius of 1525.00 feet, a bearing of South 13 degrees 16 minutes 52 seconds West with a chord distance of 123.00 feet to an iron pin;

THENCE by a curve to the right having a radius of 25.0 feet, a bearing of South 58 degrees 22 minutes 44 seconds West with a cord distance of 36.82 feet to an iron pin in the northerly right-of-way line of Amanda Court;

THENCE by the northerly line of Amanda Court North 74 degrees 10 minutes 24 seconds West 120.20 feet to an iron pin;

THENCE by same by a curve to the right having a radius of 25.00 feet, a bearing of North 46 degrees 8 minutes 13 seconds West with a cord distance of 23.62 feet;

THENCE still by same by a curve to the left having a radius of 65.00 feet, a bearing of North 50 degrees 10 minutes 35 seconds West a chord distance of 69.38 feet to an iron pin the southeast corner of Lot No. 25 in the Coke Hill Estates Subdivision;

THENCE by the easterly line of Lot No. 25 North 7 degrees 34 minutes 10 seconds East 111.83 feet to an iron pin the southwest corner of Lot No. 24 in the Coke Hill Estates Subdivision;

THENCE by the southerly line of Lot No. 24 South 74 degrees 10 minutes 24 seconds East 239.97 feet to an iron pin and the place of beginning.

CONTAINING 33,658 square feet = 0.77 acre more or less

EXCEPTING AND RESERVING a right-of-way easement ten (10.0) feet wide for the construction and maintenance of utility lines along and adjacent to the road right-of-way.