

07-429-CD
S. Millinder vs Fine Line Homes

Steven Millinder et al vs Fine Line Homes
2007-429-CD

STEVEN R. MILLINDER and) IN THE COURT OF COMMON PLEAS,
 DENISE D. MILLINDER) COUNTY OF CLEARFIELD
 Owner(s)) STATE OF PENNSYLVANIA
 AND)
 FINE LINE HOMES, L.P.) NO. 07-429-CD TERM, 2007
 Contractor(s))

MECHANIC'S LIEN WAIVER

THIS AGREEMENT, Made and entered into this the 16th day of March, 2007, by and between the Owner(s) of 2835 Long Run Road, West Decatur, Boggs Township, Clearfield County, Pennsylvania 16878.

And the Contractor(s) of 1426 Benner Pike, State College, Pennsylvania 16801.

WHEREAS, the Owner(s) have entered into a written contract with the Contractor(s) for the construction of a Monterey three (3) bedroom ranch home, with attached garage, in accordance with certain plans and specifications, and for the furnishing and providing of materials and labor necessary therefore upon a plot of ground being all that certain piece or parcel of land,

SEE ATTACHED LEGAL DESCRIPTION

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties as part of the said Contract and for the consideration therein set forth, before any of the above construction is commenced, that Contractor, for himself, herself, itself, themselves, his, her, its and their subcontractors, and all parties acting through or under him, it or them, covenants and agrees that no mechanic's claims or liens shall be filed or maintained by him, them, or any of them against the buildings and the lots of ground appurtenant thereto, or any of them, for or on account of any work done or materials furnished by him, them or any of them, under this contract or otherwise, for towards, in or about the erection and construction of the said buildings, or any of them, and Contractor, for himself, herself, itself, themselves, his, her, its and their subcontractors, and others under him, her, it or them, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' lien or claim against the buildings or any of them, and that this agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work and labor done and materials furnished under any supplemental contract, verbal or written, or contract for extra work in the erection and construction of the said building as to work and labor done and materials furnished under this contract.

This Stipulation is made and intended to be filed with the **CLEARFIELD** County Prothonotary in accordance with the requirements of the Act of Assembly of this State in such cases made and provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.


 STEVEN R. MILLINDER L.S.


 DENISE D. MILLINDER L.S.
 Owner(s)

FINE LINE HOMES, L.P.
 BY: 
 THADD R. WENDT L.S.
 Contractor(s)

Fine Line Homes, Inc. General Partner FLH - L.P.

FILED No cc
 019-04601 Atty Agres
 MAR 21 2007 pd \$20.00
 (m)
 William A. Shaw
 Prothonotary/Clerk of Courts

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

BEGINNING at an iron pin marking the northwest corner of the herein described Lot No. 3 of the Richard L. and Jamie M. Church Subdivision and marking the southwest corner of Lot No. 5 of said subdivision, and being on line of Lot No. 4 of said subdivision; thence along said Lot No. 5, South fifty-five (55°) degrees thirty-nine (39') minutes zero (00") seconds East, a distance of nine hundred forty-nine and twenty-one one-hundredths (949.21) feet to an iron pin; thence along said Lot No. 5, South eleven (11°) degrees zero (00') minutes twenty-two (22") seconds West, a distance of two hundred fifty-five and thirteen one-hundredths (255.13) feet to an iron pin on line of Lot No. 2 of the previously approved LaVaughn M. Glosser Subdivision; thence along said Lot No. 2, North eighty-two (82°) degrees fifty-two (52') minutes thirty (30") seconds West, a distance of one hundred twenty-five and nineteen one-hundredths (125.19) feet to an iron pin; thence along Lot No. 2, South eleven (11°) degrees zero (00') minutes twenty-two (22") seconds West, a distance of three hundred and fifteen one-hundredths (300.15) feet to a point in the center line of State Route No. 2028 and passing over an iron pin located seventeen and sixty-six one-hundredths (17.66) feet from said center line; thence along said center line, North fifty-six (56°) degrees thirty-four (34') minutes fifty-two (52") seconds West, a distance of three hundred sixty-one and eighty-four one-hundredths (361.84) feet to a point; thence along said center line, North fifty-five (55°) degrees nineteen (19') minutes twenty-seven (27") seconds West, a distance of three hundred seventy-nine and six one-hundredths (379.06) feet to a point; thence along said center line, North fifty-four (54°) degrees eighteen (18') minutes fifty-nine (59") seconds West, a distance of one hundred sixty and no hundredths (160.00) feet to a point; thence along said center line North fifty-three (53°) degrees three (03') minutes eight (08") seconds West, a distance of forty-seven and forty-eight one-hundredths (47.48) feet to a point marking the southeast corner of said Lot No. 4 of the said Richard L. and Jamie M. Church Subdivision; thence along said Lot No. 4 and passing over an iron pin at twenty-three and sixty-seven one-hundredths (23.67) feet from said center line, North twenty-three (23°) degrees twenty-one (21') minutes forty-eight (48") seconds East, a total distance of five hundred seventy-five and fifty one-hundredths (575.50) feet to an iron pin marking the place of beginning.

Containing 12.356 acres gross and 12.000 acres net and being Lot No. 3 as shown on a plan prepared by Stephen W. Norfolk, P.L.S., entitled, "Richard L. And Jamie M. Church Subdivision", dated August 8, 2006, recorded at Clearfield County, having Map File Number 200614317.