

07-647-CD  
John Schuster et al vs Ben Palumbo

John Schuster et al vs Palumbo Building  
2007-647-CD

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

John S. Schuster and  
Patricia A. Schuster,  
Owners

vs.

Ben Palumbo Building Contractor,  
Contractor

No. 07-647-CD

Type of Pleading: Contractor's Waiver  
of Liens

Filed on behalf of: John S. Schuster  
and Patricia A. Schuster, Owners

Counsel of Record for this party:  
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04/05/2001 Absolute Settlement  
APR 25 2001  
William A. Shaw  
Prothonotary/Clerk of Courts  
(LW) Abs. Settlement  
pd. 20.00

## CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of April, 2007, by and between John S. Schuster and Patricia A. Schuster, husband and wife, of 1786 Treasure Lake, DuBois, Pennsylvania, 15801, hereinafter "Owner" and BEN PALUMBO BUILDING CONTRACTOR of 1332 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, material men 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, material men 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 material men the right under the Act of Assembly entitled the Mechanic'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 15 LOTS 523 & 524 (now known as Lot 523A) in the Treasure Lake Subdivision, 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:

Carrie J

Carrie J

Carrie J

John S. Schuster  
John S. Schuster, Owner

(Seal)

Patricia A. Schuster  
Patricia A. Schuster, Owner

Ben Palumbo  
Ben Palumbo Building Contractor,  
Contractor

(Seal)

## **Exhibit A - Legal Description**

Commitment No. 1316387ERIE

**FIRST THEREOF:**

ALL that certain tract of land designated as Section 15, Lot 523, Bimini, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office.

**SECOND THEREOF:**

ALL that certain tract of land designated as Section 15, Lot 524, Bimini, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office.

**MORE ACCURATELY:**

ALL those certain tracts of land previously designated as Section 15, Lot 523 and Lot 524, "Bimini", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office described as follows:

BEGINNING at an iron pin on the Western right of way of Greater Inagua Court, said iron pin also being common with Lot 522 of Section 15 of the Treasure Lake Subdivision as shown in the Clearfield County Courthouse;

THENCE along aforementioned Lots 522 and 523 of which is part North 86 degrees 00 minutes 00 seconds West 200.00 feet to an iron pin;

THENCE along Lot 522 of section 15 of the Treasure Lake Subdivision North 4 degrees 00 minutes 00 seconds East 45.55 feet to an iron pin common with Lot 524 of which this is part and Lot 552;

THENCE along aforementioned Lot 524 North 20 degrees 41 minutes 58 seconds West 37.94 feet to an iron pin common with Lot 525;

THENCE along Lot 524, of which this is part, and Lot 525 North 63 degrees 00 minutes 00 seconds East 196.30 feet to an iron pin at the Western right of way of Greater Inagua Court;

THENCE along the Western right of way line of Greater Inagua Court South 27 degrees 00 minutes 00 seconds East 30 feet to a tree;

THENCE still along the Western right of way of Greater Inagua Court by a curve to the right having a radius of 225.00 feet, a length of 121.00 feet and a long chord bearing of South 11 degrees 30 minutes 00 seconds East to an iron pin;

THENCE continuing along the same South 4 degrees 00 minutes 00 seconds West 39.52 feet to an iron pin and place of beginning.

Containing 0.6282 acres and being shown as Lots 523 and 524 of Section 15 and now being known as Lot 523A in the Treasure Lake Subdivision recorded in the Office of the Recorder of Deeds in and for Clearfield County Instrument No. 2007-04455. This is a consolidation deed pursuant to a survey prepared by Caldwell Surveying dated January 30, 2007 combining Lot 523 and Lot 524 which are now referenced as Lot 523A.

BEING PARCEL NO. 128-C02-15-523-21 and 128-C02-15-524-21 (n/k/a 128-C02-15-523A-21)