

07-931-CD

J. LaBenne et al vs Allison & Assoc.

2007-931-CD

Joseph LaBenne et al vs Allison & Associates

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JOSEPH E. LaBENNE and
DIANNE L. LaBENNE,

Owners

vs.

ALLISON & ASSOCIATES
CONSTRUCTION SERVICES, INC.,
Contractor

NO. 07-931- C.D.

Type of Pleading: Contractor's
Waiver of Liens

Filed on behalf of: Owners

Counsel of Record for this Party:
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Supreme Court No. 22980

FILED
08/5/2011
JUN 12 2011
44ypd
William A. Shaw
Prothonotary/Clerk of Courts
20.00

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 18th April, 2007 by and between Joseph E Labenne and Dianne L Labenne, hereinafter "Owner(s)", of Sec 16 Lot 427 Treasure Lake, DuBois, PA 15801, and Allison & Associates Construction Services Inc, hereinafter "Contractor" of 611 Division St, DuBois, PA 15801.

See Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein.

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 mechanics' 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' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL that certain piece, parcel or lot of ground situate in the Township of Sandy, County of Clearfield, State of PA.
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:

Allison & Associates Construction Services Inc

By: Diane L. Johnston (SEAL)
Diane L. Johnston
Business / Residential Mgr.
(Type or Print Name and Title)

Joseph E. Labenne (SEAL)
Borrower: Joseph E Labenne

Dianne L. Labenne (SEAL)
Borrower: Dianne L Labenne

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

ss.

On this, the 15th day of May, 2007, before me, the undersigned officer, personally appeared Diane L. Johnston of Allison & Associates Ccnstruction Services Inc, known to me (or satisfactorily proven) to be the one of the persons whose names are subscribed to the within instrument, and acknowledged that she executed the same for the purposes herein contained.

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



Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Amber S. Miller, Notary Public
Sandy Twp., Clearfield County
My Commission Expires July 27, 2008

Member, Pennsylvania Association of Notaries

ALL that certain tract of land designated as Lot No. 427, Section No. 16 "Aruba" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds office in Misc. Docket Map File No. 25. Excepting and reserving therefrom and subject to:

1. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
2. All minerals and mining rights of every kind and nature.
3. A lien for all unpaid charges or assessments not yet due and payable as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
4. Easements and rights of way of record.