

07-1151-CD
Alan Pettenati et al vs R. Powers Contr.

Alan Pettenati et al vs Rick Powers Cont
2007-1151-CD

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

ALAN P. PETTENATI
VICKY L. PETTENATI

vs.

RICK POWERS CONTRACTING
INC.

No. 07-1151-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 1cc
01-14-2011 Atty
JUL 20 2011
Atty pd
20.00
William A. Shaw
Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 6th day of July, 2007, by and between ALAN P. PETTENATI AND VICKY L. PETTENATI, husband and wife of 1384 Treasure Lake, DuBois, Pennsylvania, 15801, hereinafter "Owner"; and RICK POWERS CONTRACTING, INC., of DuBois, Pennsylvania, 15801, "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 piece, parcel or tract of land in Sandy Township, Clearfield County, Pennsylvania. See attached property description.
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.

EXHIBIT "A"

ALL those certain pieces or parcels of land situate and being in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an iron pipe being on the Northwestern corner of land of Brad A. Bittner and Nancy L. Bittner;

THENCE through lands of which this was a part North 60 degrees 41 minutes 21 seconds West 848.02 feet to an iron pin;

THENCE continuing along lands of Jeffery and Linda Schiopota North 57 degrees 9 minutes 25 seconds West 186.80 feet to an iron pin;

THENCE along lands of Natalie Keel North 08 degrees 35 minutes 19 seconds East 114.77 feet to an iron pipe being the Northwest corner of this property;

THENCE along lands of Natalie Keel (DB 481 PG 169) South 80 degrees 37 minutes 05 seconds East 1,743.36 feet to an iron pin being the Northeast corner of this property;

THENCE along lands of Francis and Lisa Kenawell then Richard and Audrey Kenawell South 48 degrees 02 minutes 15 seconds West 744.41 feet to an iron pipe;

THENCE along lands of Anthony and Karen Weible South 16 degrees 32 minutes 43 seconds West 181.98 feet to an iron pin on the Northern right of way of SR 4009;

THENCE continuing along the same Northern right of way of SR 4009 by a curve to the left have a radius of 375.69 feet an arc length of 17.82 feet and a chord length of 17.82 feet to an iron pin;

THENCE along lands of Brad A. Bittner and Nancy L. Bittner North 08 degrees 45 minutes 26 seconds East 281.24 feet to an iron pin being the Northeastern corner of Brad A. Bittner and Nancy L. Bittner's property;

THENCE along lands of Brad A. Bittner and Nancy L. Bittner North 81 degrees 10 minutes 58 seconds West 281.24 feet to an iron pin being the Northwestern corner of Brad A. Bittner and Nancy L. Bittner's property and place of beginning.

CONTAINING 13.4330 acres and being Lot 1 of a Minor Subdivision Survey dated May 2, 2007 prepared for Richard E. Powers and June A. Powers by Coldwell Surveying and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania as Instrument No. 2007-10921.

TOGETHER with a non-exclusive right of way across all those certain pieces or parcels of land situate and being in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an iron pipe being on the Southeastern corner of land of Brad A. Bittner and Nancy L. Bittner and the right of way of SR 4009;

THENCE along lands of Brad A. Bittner and Nancy L. Bittner North 08 degrees 45 minutes 26 seconds East 183.30 feet to a point;

THENCE in an easterly direction approximately 50 feet to the northwest corner of lands of Anthony M. Weible and Karen J. Weible;

THENCE through lands of Anthony M. Weible and Karen J. Weible South 8 degrees 45 minutes 26 seconds West 183.30 feet to a set iron pin at the right of way of SR 4009;

THENCE along SR 4009 North 67 degrees 38 minutes 17 seconds West 33.69 feet to a point being the southwest corner of lands of Anthony M. Weible and Karen J. Weible;

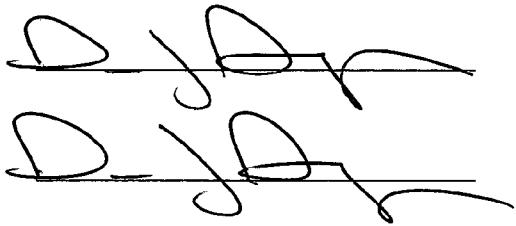
THENCE continuing along SR 4009 by a curve to the left the radius is 375.69 feet and the chord length is 17.82 feet to the southeast corner of Brad A. Bittner and Nancy L. Bittner and the point and place of beginning.

It is agreed that the right of way hereinabove provided for is and shall remain a private way for the use of Grantee and shall not be used nor permitted to be used by adjoining owners or other persons unless and until such adjoining owners or other person shall enter into an agreement in writing with the parties hereto. The right of way is for the parties, their heirs, successors, assigns and their invitees and guests. It shall be non exclusive. No party may park on or block the right of way.

Grantee covenants and agrees that said right of way shall be so used as not to interfere with Grantor's (Anthony M. Weible and Karen J. Weible) free and uninterrupted use thereof and the Grantor's (Anthony M. Weible and Karen J. Weible) use of its adjacent property. Grantor (Anthony M. Weible and Karen J. Weible) and Grantee, their respective successors and assigns, shall pay an equal one-half part of all charges and expenses which shall from time to time accrue for paving, amending, repairing, cleaning and maintaining said passageway.

Said Right of Way Agreement is recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 2007-09241.

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



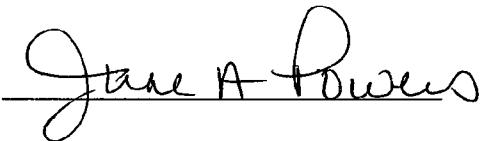


Alan P. Pettenati Owner



Vicky L. Pettenati Owner

ATTEST



Jane A. Powers

RICK POWERS CONTRACTING,
INC.



Richard E. Powers, Contractor

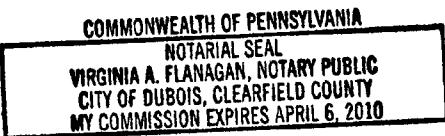
Commonwealth of Pennsylvania)
County of CLEARFIELD)
:ss:
)

On this, the 6th day of July, 2007, before me, the undersigned officer, personally appeared Alan P. Pettenati and Vicky L. Pettenati, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires: _____

Virginia A. Flanagan
Notary Public



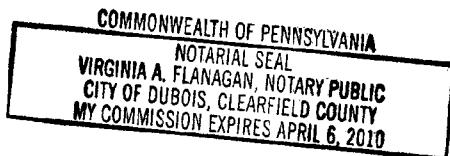
Commonwealth of Pennsylvania)
County of Clearfield)
:ss:
)

ON this, the 6th day of July, 2007, before me, the undersigned officer, personally appeared Richard E. Powers, who acknowledged himself to be the President of Rick Powers Contracting Inc., and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

My Commission Expires: _____

Virginia A. Flanagan
Notary Public



FILED

JUL 20 2007

William A. Shaw
Prothonotary/Clerk of Courts

