

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

WAQAR SHAH and UZMA SHAH

Owners

vs.

AUDIE E. GEER,

Contractor

No. 2007-1180-C0

Type of Pleading: Contractor's Waiver
of Liens

Filed on behalf of: Owners

FILED

JUL 24 2007

m/11:35 (was)

William A. Shaw
Prothonotary/Clerk of Courts

Counsel of Record for this party:

HOPKINS HELTZEL LLP

1 cert to Att'y

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


Lea Ann Heltzel, Esquire

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 23rd day of July, 2007, by and between, WAQAR SHAH and UZMA SHAH, husband and wife, of 13 Lodge Pole Road, Pittsford, New York, hereinafter "Owner" and AUDIE E. GEER of 885 Yellow Brick Road, Reynoldsville, Pennsylvania 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:

Lots 736, 737 and 738 of Section 14 C in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania. See 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:

 (Seal)
WAQAR SHAH, Owner

 (Seal)
UZMA SHAH, Owner

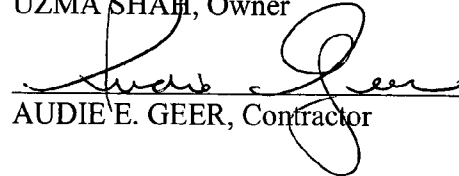
 (Seal)
AUDIE E. GEER, Contractor

EXHIBIT "A"

ALL that certain tract of land situate in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows

BEGINNING at an iron pin at the Northwest corner of the parcel herein described, said iron pin being the Northwest corner of Lot 736 at the right of way of Treasure Lake Road;

THENCE by said right of way of Treasure Lake Road, a curve to the right with a radius of 275.0 feet and an arc length of 275.01 feet to an iron pin at the Northeast corner of Lot 738;

THENCE by Lot 738, South 47 degrees 30 minutes 45 seconds West, 200.0 feet to an iron pin;

THENCE by said Lot, a curve to the left with a radius of 75.0 feet and a curve of 75.0 feet to an iron pin at the corner of Lot 736;

THENCE by said Lot, North 9 degrees 47 minutes 0 seconds West, 200.0 feet to the point of beginning.

CONTAINING 0.8 acres.

BEING the same premises conveyed to Waqar Shah and Uzma Shah, husband and wife, as tenants by the entireties, by deed of Gregory L. Wilson and Donna F. Wilson, husband and wife, dated March 22, 2007, and recorded in the Office of the Recorder of Deeds in and for Clearfield County as Instrument No. 2007-05476.

ALSO Being Section 14C, Lots 736, 737 and 738 of the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania.