

07-1474-CD  
G. Markievich vs Century Custom Homes

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

GREGORY J. MARKIEVICH and  
MARY A. MARKIEVICH, Owners

vs.

CENTURY CUSTOM HOMES  
AND GARAGES,  
Contractor

No. 07-1474-CD

Type of Pleading: Contractor's Waiver  
of Liens

Filed on behalf of: Owners

Counsel of Record for this party:

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07-4561 20.00  
SEP 10 2007  
WCC Atty  
William A. Shaw  
Prothonotary/Clerk of Courts

## **CONTRACTOR'S WAIVER OF LIENS**

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of August, 2007, by and between, GREGORY J. MARKIEVICH and MARY A. MARKIEVICH, husband and wife, whose address is 9000 Paula Way, McKean, Pennsylvania 16426, hereinafter "Owner" and CENTURY CUSTOM HOMES AND GARAGES, a Pennsylvania Corporation, whose address is 204 Hilltop Drive, Kersey, Pennsylvania 15846.

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 lot of land lying and being situate in Pine Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a wood post on the line of Lot No. 4; THENCE by lands of the Moshannon State Forest, North 7 degrees 24 minutes East 840.0 feet to a point; THENCE by same South 82 degrees 11 minutes East 930.0 feet (map shows N 82-11E) to a point; THENCE South 7 degrees 53 minutes West 1218.5 feet to a point; THENCE North 83 degrees 33 minutes West 516.8 feet to a point in the Northern margin of John Michael Drive; THENCE by said margin, with a curve to the left having a radius of 50.0 feet and an arc of 130.6 feet, a chord North 68 degrees 22 minutes 40 seconds West 96.51 feet, to a point; THENCE continuing by same North 83 degrees 33 minutes West 223.0 feet to a point in the Western line of Lot No. 4; THENCE by said Lot

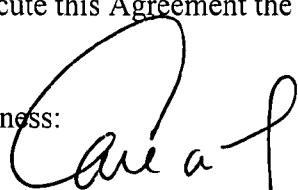
No. 4, North 6 degrees 27 minutes East, 373.5 feet to a point; THENCE by same North 82 degrees 22 minutes West (map N82-19Wm 80.0 feet) 80.25 feet to the point of beginning. Containing 25 acres, more or less, and being known as Lot No. 19.

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.

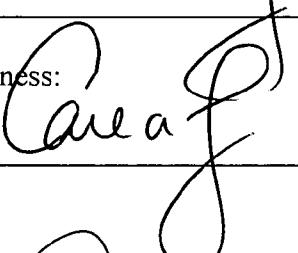
4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be 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.

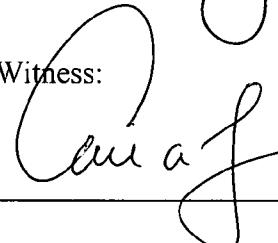
Witness:

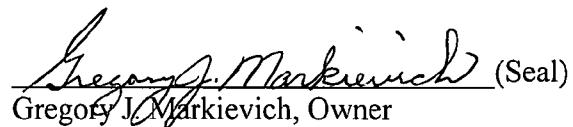


Witness:



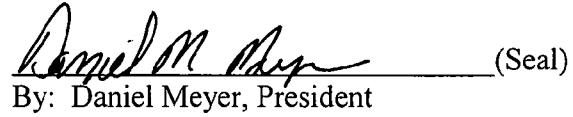
Witness:



 (Seal)  
Gregory J. Markievich, Owner

 (Seal)  
Mary A. Markievich, Owner

Century Custom Homes and Garages,  
Contractor

 (Seal)  
By: Daniel Meyer, President

## **Exhibit A - Legal Description**

Commitment No. 1356746ERIE

ALL that certain piece, parcel or lot of land lying and being situate in Pine Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a wood post on the line of Lot No. 4; thence by lands of the Moshannon State Forest, North 7 degrees 24 minutes east 840.0 feet to a point; thence by same South 82 degrees 11 minutes East 930.0 feet (map shows N 82-11 E) to a point; thence South 7 degrees 53 minutes West 1218.5 feet to a point; thence North 83 degrees 33 minutes West 516.8 feet to a point in the Northern margin of John Michael Drive; thence by said margin, with a curve to the left having a radius of 50.0 feet and an arc of 130.6 feet, a chord North 68 degrees 22 minutes 40 seconds West 96.51 feet, to a point; thence continuing by same North 83 degrees 33 minutes West 223.0 feet to a point in the western line of Lot No. 4; thence by said Lot No. 4, North 6 Degrees 27 minutes East, 373.5 feet to a point; thence by same North 82 degrees 22 minutes West (Map N 82-19 W, 80.0 feet) 80.25 feet to the point of beginning.

CONTAINING 25 acres, more or less, and being known as Lot No. 19.

BEING PARCEL NO. 127-I04-00018