

07-1590-CD

M. Shaffer vs Torrell & Bernardo

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

Mary Jo Shaffer,

Owner

vs.

Torrell & Bernardo Remodeling &
Custom Homes,

Contractor

No. 07-1590-CD

Type of Pleading: Contractor's
Waiver of Liens

Filed on behalf of: Owner

Counsel of Record for this party:

HOPKINS HELTZEL LLP

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David J. Hopkins, Esquire

FILED

SEP 28 2007

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Atty Hopkins
Atty pd. 20.00

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 20th day of September, 2007, by and between Mary Jo Shaffer of 14 Larissa Court, DuBois, Pennsylvania, 15801, hereinafter "Owner"; and TORRELL & BERNARDO REMODELING & CUSTOM HOMES of 130 McCracken Run Road, 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, 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 the Township of Sandy, 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.

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

Stephan Lee

Mary Jo Shaffer
Mary Jo Shaffer, Owner

ATTEST

[Signature]

TORRELL & BERNARDO
REMODELING & CUSTOM HOMES

Richard J. Bernardo
Richard J. Bernardo, Contractor

Exhibit "A"

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

BEGINNING at a post on the public road the corner of an alley between Lots Nos. 7 and 8;

Thence by public road North $56^{\circ} 15'$ West 136 feet to a post at Lot No. 9;

Thence by Lot No. 9 South $33^{\circ} 45'$ West 200 feet to an alley;

Thence by said alley South $56^{\circ} 15'$ East 136 feet to a post at said first mentioned alley;

Thence by said first mentioned alley North $33^{\circ} 45'$ East 200 feet to the place of beginning.

Being two lots 68 by 200 feet in size.