

07-1700-CD
V. Cieslewicz vs Fine Line Homes

Return to
United First Settlement Services, LLC
341 Science Park Road
Suite 203B
State College, PA 16803

ALTO 7-00463

07-1700-CD

WAIVER OF LIENS

FILED NO cc
OCT 28 2007
OCT 19 2007

William A. Shaw
Prothonotary/Clerk of Courts

United First
Settlement

pd. 20.00

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Vincent P. Cieslewicz III and Nicole M. Twoey-Cieslewicz, h/w (collectively the "Owner") and Fine Line Homes ("Contractor") have entered into an agreement ("Agreement") relating to the construction of certain improvements to a parcel of real property known as Lot #2 Kirk Street, Woodward Township, Clearfield County, PA, identified as Clearfield County Tax Parcel No. off 1300-M15-000-00071, as more particularly described on Exhibit A attached hereto ("Premises"), as part of the consideration for which agreement this Waiver is given;

WHEREAS, the Contractor has covenanted, promised and agreed that no mechanics' liens or claims will be entered and filed against the Premises by Contractor, its subcontractors, vendors, materialmen, laborers or anyone else for any work, material or labor supplied in the performance of the Agreement or any supplemental agreement for extra work.

NOW, THEREFORE, Contractor, intending to be legally bound hereby, in consideration of the sum of One Dollar (\$1.00) to Contractor in hand paid, the receipt of which is hereby acknowledged, as well as for and in consideration of the entry by Owner thereunder, it is stipulated and agreed that neither the undersigned Contractor, any subcontractor, vendor, materialman, laborer, nor any other person furnishing labor or materials to Contractor with respect to the Agreement shall file a lien, commonly called a mechanics' lien, for work done or materials furnished to the buildings or improvements located on the Premises or any part thereof.

This stipulation and agreement waiving the right of lien shall be an independent covenant and shall also operate and be effective with respect to work done and materials furnished under any supplemental agreement or arrangement for extra work in the erection, construction and completion of any buildings or improvements on the Premises.

In the event that any mechanic's liens or claim is filed by the undersigned, undersigned hereby irrevocably waives any right to a jury trial in any action to strike or discharge the lien.

If the undersigned or any contractor or materialmen claiming by, through or under the undersigned files a mechanic's lien, notwithstanding this Waiver, the Owner or the Owner's representatives, successors or assigns shall have the right to discharge the lien by appropriate legal proceedings and to retain out of any payment then due or thereafter to become due to the undersigned an amount sufficient to completely reimburse and indemnify Owner against expenses and losses resulting from such lien. Expenses and losses shall include any attorney's fees, surety bond premiums and other costs incurred in attempting to discharge or remove such lien and any damages or other losses resulting from such lien all of which the undersigned agrees to pay. If any payment then due to the undersigned by Owner is not sufficient to reimburse and indemnify Owner by way of off-set as aforesaid, the undersigned agrees to pay the amount of the difference to Owner upon demand.

The undersigned hereby warrants and represents that as of the execution of this Waiver, no work of any kind has been done and no materials or supplies of any kind have been furnished in the performance of the aforesaid Agreement or any supplemental agreement of extra work in the erection, construction and completion of any buildings on the Premises or otherwise.

This Agreement and Waiver is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County where the Premises are located and Contractor agrees that it, all subcontractors, vendors, materialmen, laborers on said work shall look to and hold Contractor liable for the Agreement, materials furnished and work and labor done, so that there shall not be any legal or lawful claims of any kind whatsoever against Owner for any work done or labor or material furnished under the Agreement with the Contractor.

It is expressly understood that the foregoing Waiver and all of the provisions and remedies herein contained shall be available to and for the protection of Owner.

IN WITNESS WHEREOF, Contractor and the Owners have signed and sealed these presents as of the 4th day of October, 2007.

FINE LINE HOMES:

John Waterhouse
Witness

Adam A. Cieslewicz
President AST. Secretary

OWNER:

John P. Harmon
Witness

V. Cieslewicz
Vincent P. Cieslewicz III

John P. Harmon
Witness

Nicole M. Twoey-Cieslewicz
Nicole M. Twoey-Cieslewicz

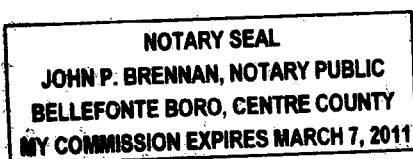
COMMONWEALTH OF PENNSYLVANIA:

:ss.

COUNTY OF Centre :

On this, the 4th day of October, 2007 before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Vincent P. Cieslewicz III and Nicole M. Twoey-Cieslewicz, known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

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




Notary Public
My Commission Expires:

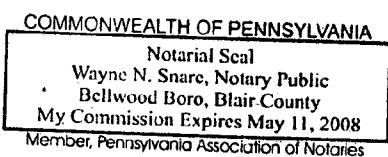
COMMONWEALTH OF PENNSYLVANIA:

:ss.

COUNTY OF Centre :

On this, the 4th day of October, 2007, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Arrow W. Cauder who acknowledged himself/herself to be the Assistant Secretary of Fine Line Homes, and that he/she as such officer, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

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




Notary Public
My Commission Expires:

ALL that certain piece or parcel of land known as Lot 2, in the John P. Kropinsky Minor Subdivision situate in Woodward Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a 5/8" rebar set in the southern line of Township Road T-812, Kirk Street, said 5/8" rebar also being the northwestern corner of the lot herein described; thence by the southern line of said Township Road T-812, Kirk Street, (N 85° 58' 17" E) 138.05 feet to a 5/8" rebar set in the southern line of said Township Road T-812, Kirk Street; thence by Lot 1, the residual lot, in the John P. Kropinsky Minor Subdivision (S 15° 35' 02" E) 210.26 feet to a 5/8" rebar set in the northern bank of Whiteside Run; thence by the northern bank of said Whiteside Run the following courses and distances: (S 38° 15' 01" W) 21.64 feet to a point; (S 44° 45' 31" W) 59.83 feet to a point; (S 45° 11' 25" W) 77.79 feet to a point and (S 28° 48' 42" W) 32.56 feet to a 5/8" rebar set in the northern bank of said Whiteside Run; thence crossing said Whiteside Run and by land of John K. Koptchak (S 26° 00' 00" E) 155.62 feet to a 5/8" rebar set in the northern line of an abandoned railroad, Woodland Siding, Moshannon and Clearfield Railroad; thence by the northern line of said abandoned railroad, the following courses and distance: (S 64° 38' 04" W) 43.84 feet to a point and (S 64° 20' 10" W) 156.16 feet to a 5/8" rebar set in the northern line of said abandoned railroad, Woodland Siding, Moshannon and Clearfield Railroad, thence by land of John G. and Anna B. Dixon Revocable Living Trust (N 26° 00' 00" W) 279.39 feet and crossing the aforementioned Whiteside Run to a 5/8" rebar set in the northern bank of said Whiteside Run; thence by land of David W. and Kristi A. Twoey the following courses and distances: (S 86° 29' 53" E) 8.97 feet to a point; (N 74° 20' 39" E) 47.98 feet to a point; (S 64° 20' 51" E) 15.60 feet to a point; and (S 18° 34' 18" E) 41.24 feet to a point; (S 44° 45' 12" E) 28.55 feet to a point and (N 84° 58' 32" E) 56.88 feet to a 5/8" rebar set in the northern bank of said Whiteside Run; thence still by land of David W. and Kristi A. Twoey (N 01° 17' 00" W) 385.80 feet to a 5/8" rebar and place of beginning. CONTAINING 2.07 acres.

The above described property being known as Lot 2 as shown on the Preliminary/Final Plan Minor Subdivision Land of John P. Kropinsky prepared by Yost Surveying, dated August 18, 2006 and recorded in the Office of Recorder of Deeds in Clearfield County Instrument No. 200615145.

UNDER AND SUBJECT, Nevertheless, to such express and/or implied exceptions, reservations, conditions, easements, covenants, restrictions, limitations, qualifications, and conveyances out as are contained in all prior deeds of record.

BEING a portion of the same premises that vested in John P. Kropinsky and Christina L. Kropinsky, his wife, by deed dated September 25th, 1972 and recorded in Clearfield County Deed book 612, Page 76. Christina L. Kropinsky having died August 21, 2001 thereby vesting title to the Grantor herein.