

08-313-CD
Justin Schenck vs S&A Homes Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JUSTIN M. SCHENCK

Owner

No. 2008-313-CD

A N D

S&A HOMES, INC.

Contractor

Type of Document:

Waiver of Mechanics Lien

FILED

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William A. Shaw
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Filed on Behalf of Owner By:
BELL, SILBERBLATT & WOOD
By:Ann B. Wood.Ann B. Wood, Esquire
Supreme Court ID #23364

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JUSTIN M. SCHENCK,

Owner

No. 2008-

A N D

S&A HOMES, INC.

Contractor

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 20th day of FEBRUARY 2008, S&A HOMES, INC. of 2903 Benner Pike, Bellefonte, PA 16823, entered into a Contract with Justin M. Schenck of 916 South Sixth Street, Clearfield, Pennsylvania, 16830 for the construction of a dwelling house on premises situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BY THESE PRESENTS WITNESSETH: That in consideration of the grant of the Contract for the construction of said dwelling to the undersigned, and for the performance of said work and the sum of \$1.00 in hand paid at or before the signing and delivery hereof, the undersigned, covenants and agrees that no Mechanic's Lien or Materialman's Lien or claims shall be maintained or filed by the undersigned, or by any contractor, sub-contractor, person, firm or corporation, or any of them against the above described premises or lot or other appurtenances thereto, for or on account of any work done or materials furnished by him in the construction of said dwelling under his Contract to furnish all the labor and materials in and about the aforesaid work; and for the undersigned, himself, his heirs and assigns, and all others acting through or under him, hereby expressly waives and relinquishes the right to have filed and maintained any Mechanic's Lien or Materialman's Lien or claim against said building on the above described premises or any part thereof, and the undersigned further agrees that this agreement waiving the right to file a lien is an individual covenant and shall operate and be effective with respect to materials furnished and labor performed under the said Contract for the construction of said dwelling or any extra additions to be made to said Contract in and about said building or premises.

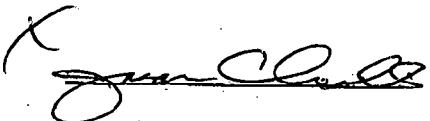
To give owner full power and authority to protect itself, the property, the estate, or title of owner therein, and the appurtenances thereto, against any and all liens filed by contractor or anyone acting under or through it in violation of the foregoing covenant, contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania (i) to appear as attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense

of contractor or of any subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) to cause to be filed and served in connection with such lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, and to incorporate therein, as part of the record, the waiver contained in this instrument; and for such act or acts this instrument shall be good and sufficient warrant and authority. A reference to the court, term and number in which and where this agreement shall have been filed shall be conclusive evidence of the authority herein to warrant such action, and contractor, for itself and for them, hereby remises, releases and quitclaims all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them. In the event anyone acting through or under contractor shall so file a lien in violation of the foregoing covenant, owner may not exercise its rights under this Paragraph 3 unless such lien has not been stricken or discharged (by payment, posting of a bond or other means) for a period of ten days after notice of such lien shall have been received by contractor.

IN WITNESS WHEREOF, contractor has executed this instrument as of the day and year first above written.

Witness

S&A Homes, Inc.



By:


Timothy L. Madden
Tim Madden, Construction Manager

EXHIBIT "A"

ALL that parcel of land known as Lot 2A of the Terry L. And Michele L. Thomas Subdivision dated December 24, 2002, and revised October 30, 2003, lying approximately 3 miles West of Clearfield along Pennsylvania State Route 1003, in Lawrence Township, Clearfield County, Pennsylvania, being more particularly described as follows:

BEGINNING at a point in the centerline of Pennsylvania State Route 1003, said point being opposite the southwest corner of Albert B. Starr, Jr. And Linda S. Starr, as was conveyed to them by Deed Book 980, Page 428, said point being also the northwest corner of the land herein conveyed and running:

thence South eighty-five (85°) degrees twenty-five (25') minutes nine (09") seconds East a distance of three hundred thirty-five and twenty-two hundredths (335.22) feet, along Albert B. Starr, Jr. and Linda S. Starr and along Lot 1 of the above-referenced subdivision, said Lot 1 now owned by Albert B. Starr, Jr. and Linda S. Starr, as was conveyed to them by Instrument Number 200310271, to a 3/4 inch rebar set on the western line of Lot 2B of said subdivision, said line passing through a 3/4 inch rebar set at twenty-seven and fourteen hundredths (27.14) feet;

thence South four (04°) degrees forty-two (42') minutes twenty-three (23") seconds West a distance of two hundred eight and seventy-nine hundredths (208.79) feet, along Lot 2B to a point in the centerline of a fifty (50) foot Private Road and on the northern line of Lot 5, said line passing through a 3/4 inch rebar set back twenty-five and zero hundredths (25.00) feet from said centerline of the Private Road;

thence North eighty-four (84°) degrees forty-four (44') minutes twenty-two (22") seconds West a distance of one hundred thirty-four and seventy-two hundredths (134.72) feet along the centerline of the Private Road and Lot 5 to a point;

thence South eighty-seven (87°) degrees one (01') minute thirty-eight (38") seconds West a distance of one hundred and zero hundredths (100.00) feet along the same to a point in the centerline of Pennsylvania State Route 1003;

thence North twenty-two (22°) degrees fifty-eight (58') minutes twenty-two (22") seconds West a distance of forty and seventy-five (40.75) feet along the centerline of Pennsylvania State Route 1003 to a point;

thence North twenty-one (21°) degrees thirty (30') minutes fifty-nine (59") seconds West a distance of one hundred two and ten hundredths (102.10) feet, along the same to a point;

thence North seventeen (17°) degrees eighteen (18') minutes fifteen (15") seconds West a distance of seventy-nine and seventy hundredths (79.70) feet along the same to a point and place of beginning.

TOGETHER with and subject to covenants, easements and restrictions of record.

A subdivision was completed known as the Terry L. And Michele L. Thomas Subdivision dated November 14, 2002, as shown on Map prepared by Curry and Associates which map was recorded as Clearfield County Instrument #200302329 on February 18, 2003, and there was a further subdivision of Lot 2 of the Terry L. And Michele L. Thomas Subdivision into Lots 2A and 2B dated December 24, 2002, and revised October 30, 2003, recorded to Clearfield County Instrument #200322393.

CONTAINING 1.400 acres total minus 0.092 acres for the right-of-way of Pennsylvania State Route 1003, minus 0.143 acres for the right-of-way of the 50 foot Private Road leaving 1.165 acres net and known as Lot 2A of the Terry L. And Michele L. Thomas Subdivision as shown on map prepared by Curry and Associates recorded in the Office of the Recorder of Deeds for Clearfield County to Instrument #200322393 as recited above.

IT IS expressly covenanted and agreed by and between the parties hereto, their heirs, executors and assigns, that any dwelling erected on the premises shall be built on-site and no pre-fabricated dwellings shall be erected on the premises.

IT IS FURTHER expressly covenanted and agreed by and between the parties hereto, their heirs, executors and assigns that the above-described tract will not be further subdivided.

UNDER AND SUBJECT to that certain Deed of Dedication for a fifty (50) foot road granted by Terry L. Thomas and Michele L. Thomas, et al. in favor of Lawrence Township dated December 17, 2004, and recorded as Clearfield County Instrument #200420877.