

08-384-CD

F. Parmigiani Jr. vs McCloskey Homes Inc

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

FRANK J. PARMIGIANI, JR.  
and MARY R. PARMIGIANI,  
Plaintiffs

vs.

McCLOSKEY HOMES, INC.,  
Defendant

NO. 08-384-CD

Type of Case: Mechanic's Lien Waiver

Type of Pleading: Waiver

Filed on behalf of: Plaintiffs/Owners

Counsel of Record for this Party:  
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Supreme Court No. 22980

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William A. Shaw  
Prothonotary/Clerk of Courts

FRANK J. PARMIGIANI, JR. and  
MARY R. PARMIGIANI,  
and  
McCLOSKEY HOMES, INC.,

Owner(s)

Contractor(s)

IN THE COURT OF COMMON PLEAS,

County of Clearfield

State of Pennsylvania

No.

Term,

## Mechanic's Lien Waiver

THIS AGREEMENT, Made and entered into this the  
by and between the Owner(s) of San Antonio, TX,

day of March , 2008

and the Contractor(s) of DuBois, PA,

WHEREAS, the Owner(s) have this day entered into a written contract with the Contractor(s) for the

in accordance with certain plans and specifications, and for the furnishing and providing of materials and labor necessary  
therefor upon a plot of ground being all that certain piece or parcel of land lying, situated and being  
in the Treasure Lake Subdivision in Sandy Township, Clearfield County,  
Pennsylvania, known and designated as Lots 317 and 318, Section 16 in  
said Subdivision, as more fully described by Deed recorded in the office  
of the Recorder of Deeds of Clearfield County, PA, as Instrument  
Number 200719928.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties as part of the said Contract and for the consideration therein set forth, before  
any of the above construction is commenced, that Contractor, for himself, herself, itself, themselves, his, her, its and their subcontractors, and all parties acting through or  
ground appurtenant thereto, or any of them, for or on account of any work done or materials furnished by him, them or any of them against the buildings and the lots of  
towards, in or about the erection and construction of the said buildings, or any of them, and Contractor, for himself, herself, itself, themselves, his, her, its and their  
subcontractors, and others under him, her, it or them, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' lien or claim against the  
buildings or any of them, and that this agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work and  
work and labor done and materials furnished under any supplemental contract, verbal or written, or contract for extra work in the erection and construction of the said buildings as to  
work and labor done and materials furnished under this contract.

This stipulation is made and intended to be filed with the Clearfield County Prothonotary in accordance with the requirements of  
the Act of Assembly of this State in such cases made and provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

Frank J. Parmigiani /s/  
Mary R. Parmigiani /s/  
Owner(s)

for McCloskey /s/  
Contractor(s) Home, Inc. L.S.