

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:
David P. King, Esquire
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P. O. Box 1016
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Supreme Court No. 22980

FILED

0112:45
MAR 05 2008

William A. Shaw
Prothonotary/Clerk of Courts

Atty King
pd. 20.00
No CC

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 under him, it or them, covenants and agrees that no mechanics' claims or liens shall be filed or maintained by him, them, or any of them against the buildings and the lots of 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, under this contract or otherwise, for 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 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, Jr. L.S.
Mary R. Parmigiani L.S.
Owner(s)
For McCloskey Homes, Inc. L.S.
Contractor(s)