

08-424-CD

Ryan Hibbert vs Riverview Homes

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

RYAN HIBBERT and  
TRACY HIBBERT,  
Owners

vs.

RIVERVIEW HOMES, INC.  
Contractor

No. 08-424-CD

Type of Pleading: Contractor's Waiver

Filed on behalf of: Owners

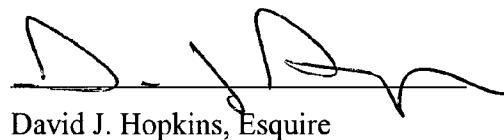
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FILED *1cc*  
03/12/2011 MAR 11 2011 Atty Hopkins  
S Absolute Settlement  
William A. Shaw  
Prothonotary/Clerk of Courts  
pd \$20.00

## **CONTRACTOR'S WAIVER OF LIENS**

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of February, 2008, by and between **RYAN HIBBERT and TRACY HIBBERT**, whose address is 27 Sykes Street, Sykesville, Pennsylvania 15865, hereinafter "Owner" and **RIVERVIEW HOMES, INC.**, whose address is 22938 Route 66N, Shippensburg, Pennsylvania 16254, hereinafter "Contractor".

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do agree as follows:

1. The Contractor for himself/itself and anyone else acting or claiming through or under him/it, 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 sub-subcontractor, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them/it or any of them for and about the improvements or the Property or any part thereof, or on credit thereof, and that all sub-subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all sub-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 tract of land designated as 1101 Kriner Road, Brady Township, Clearfield, Pennsylvania, containing 16,134.9 square feet or 0.37 acre. (See attached legal description.)

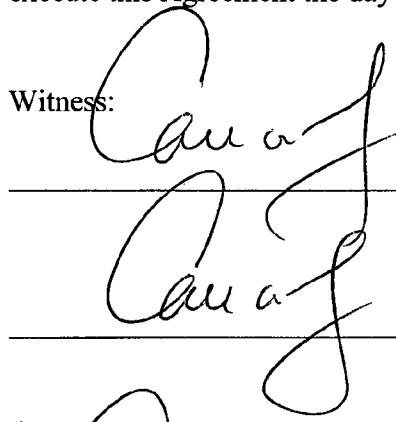
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and 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

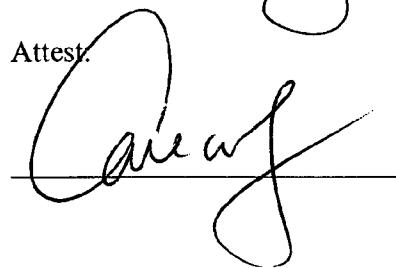
include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

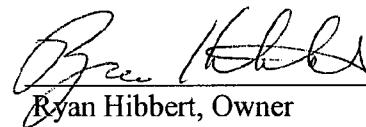
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

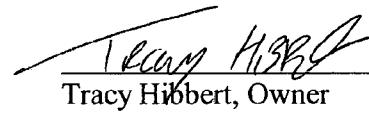
Witness:

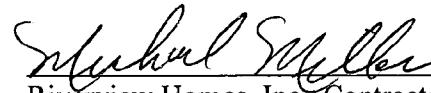
  
Carol

Attest:

  
Carol

  
Ryan Hibbert, Owner

  
Tracy Hibbert, Owner

  
Michael Miller, (Seal)  
Riverview Homes, Inc., Contractor

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

BEGINNING at a point in the centerline for T-367 (33 feet R/W) (Kriner Road), said point being South 88 degrees 53 minutes 00 seconds West a distance of 288.0 feet from the Southwest corner of lands now or formerly of Tammy Bukousky (Instrument Number 2001-08523, dated June 6, 2001), and being the Southeast corner of the herein described parcel;

THENCE South 88 degrees 53 minutes 00 seconds West along the centerline for T-367 (33 feet R/W) (Kriner Road) and along lands now or formerly of Conrad L. & Linda Mann (Deed Book 728, page 580, dated April 19, 1976) a distance of 235.46 feet to a point in the centerline for T-367, and being the Southwest corner of the herein described parcel;

THENCE North 01 degrees 07 minutes 00 seconds West through lands now or formerly of Jean D. Delarme, et. al. (Deed Book 1800, Page 07, dated October 30, 1996) and through the Northern Right-of-Way for T-367 (33 feet R/W) (Kriner Road) a distance of 185.00 feet to a rebar set by this survey, and being the Northwest corner of the herein described parcel;

THENCE North 88 degrees 53 minutes 00 seconds East through lands now or formerly of Jean D. Delarme, et. al. (Deed Book 1800, Page 07, dated October 30, 1996) a distance of 235.46 feet to a rebar set by this survey, and being the Northeast corner of the herein described parcel;

THENCE South 01 degrees 07 minutes 00 seconds East through lands now or formerly of Jean D. Delarme, et. al. (Deed Book 1800, Page 07, dated October 30, 1996) and through the Northern Right-of-Way for T-367 (33 feet R/W) (Kriner Road) a distance of 185.00 feet to the place of beginning.

Containing 43,560 square feet or 1.00 Acre.

TOGETHER with an area for a sand mound and 20 foot Right-of-Way and described as follows: It is the intent of this description to provide an area for the location of a sand mound and Right-of-Way for sewage treatment of parcel conveyed to Grantee.

BEGINNING at a rebar set by this survey, said rebar being the Northeast corner of lands intended to be conveyed to Grantee and shown more clearly on the hereto attached survey map;

THENCE North 50 degrees 37 minutes 07 seconds East through lands now or formerly of Jean D. Delarme, et. al. (Deed Book 1800, Page 07, dated October 30, 1996) a distance of 526.38 feet to a point, and shown as "L-1" on the hereto attached survey map;

THENCE North 01 degrees 39 minutes 08 seconds West through lands now or formerly of Jean D. Delarme, et. al. (Deed Book 1800, Page 07, dated October 30, 1996) a distance of 40.09 feet to a point, and shown as "L-2" on the hereto attached survey map;

THENCE South 88 degrees 20 minutes 52 seconds West through lands now or formerly of Jean D. Delarme, et. al. (Deed Book 1800, Page 07, dated October 30, 1996) a distance of 10.69 feet to a point, and shown as "L-3" on the hereto attached survey map;

THENCE North 01 degrees 39 minutes 08 seconds West through lands now or formerly of Jean D. Delarme, et. al. (Deed Book 1800, Page 07, dated October 30, 1996) a distance of 80.00 feet to a point, and shown as "L-4" on the hereto attached survey map;

THENCE North 88 degrees 20 minutes 52 seconds East through lands now or formerly of Jean D. Delarme, et. al. (Deed Book 1800, Page 07, dated October 30, 1996) a distance of 35.00 feet to a point, and shown as "L-5" on the hereto attached survey map;

THENCE South 01 degrees 39 minutes 08 seconds East through lands now or formerly of Jean D. Delarme, et. al. (Deed Book 1800, Page 07, dated October 30, 1996) a distance of 80.18 feet to a point, and shown as "L-6" on the hereto attached survey map;

THENCE North 88 degrees 20 minutes 52 seconds East through lands now or formerly of Jean D. Delarme, et. al. (Deed Book 1800, Page 07, dated October 30, 1996) a distance of 10.69 feet to a point, and shown as "L-7" on the hereto attached survey map;

THENCE South 01 degrees 39 minutes 08 seconds East through lands now or formerly of Jean D. Delarme, et. al. (Deed Book 1800, Page 07, dated October 30, 1996) a distance of 80.00 feet to a point, and shown as "L-8" on the hereto attached survey map;

THENCE South 88 degrees 20 minutes 52 seconds West through lands now or formerly of Jean D. Delarme, et. al. (Deed Book 1800, Page 07, dated October 30, 1996) a distance of 35.00 feet to a point, and shown as "L-9" on the hereto attached survey map;

THENCE North 01 degrees 39 minutes 08 seconds West through lands now or formerly of Jean D. Delarme, et. al. (Deed Book 1800, Page 07, dated October 30, 1996) a distance of 14.80 feet to a point, and shown as "L-10" on the hereto attached survey map;

THENCE South 50 degrees 37 minutes 07 seconds West through lands now or formerly of Jean D. Delarme, et. al. (Deed Book 1800, Page 07, dated October 30, 1996) a distance of 526.68 feet to a point, and shown as "L-11" on the hereto attached survey map;

THENCE North 01 degrees 07 minutes 00 seconds West along lands intended to be conveyed to Tracy Hibbert a distance of 25.47 feet to the place of beginning.

Containing 16,134.9 square feet or 0.37 Acre.

Being subject to any utility easements or rights-of-way that may be of record.

Being a part of parcel number 9 as shown on the Brady Township Assessment Map Number 107-B5.

Being a portion of lands conveyed to Jean D. Delarme, Florence J. Fike and William M. Delarme by Jean D. Delarme by deed dated October 30, 1996 and recorded in the Office of the Recorder of Deeds in Deed Book 1800, Page 07.