

08-905-CD

Michael Straub al vs Charles Nelson al

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

Michael P. Straub
& Jamie J. Straub

vs.

Charles E. Nelson t/d/b/a
C. E. Nelson Building & Remodeling

No. 08-905-CD
-2008

Type of Pleading: Contractor's Waiver
of Liens

Filed on behalf of: Owners

Counsel of Record for this party:

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Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 14th day of May, 2008, by and between Michael P. Straub and Jamie J. Straub, husband and wife, of 161 Union Blvd., Rockton, Pennsylvania 15856 hereinafter "Owner" and Charles E. Nelson, t/d/b/a C. E. Nelson Building and Remodeling, of 670 Treasure Lake, DuBois, Pennsylvania 15801, hereinafter "Contractor".

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

1. The Contractor for himself and anyone else acting or claiming through or under him, 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 subcontractor, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the improvements or the Property or any part thereof, or on credit thereof, and that all subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all 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 445 Home Camp Road, Rockton, Union Township, Clearfield County, Pennsylvania, recorded in the Office of the Recorder of Clearfield County Tax Parcel Number 129-E06-000-00200.

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:

Michael P. Straub

Witness:

Jamie J. Straub

Witness:

Karen Nelson

Michael P. Straub (Seal)
Michael P. Straub, Owner

Jamie J. Straub (Seal)
Jamie J. Straub, Owner

C. E. Nelson Building and Remodeling

Charles E. Nelson (Seal)
Charles E. Nelson

EXHIBIT 'A'

All that certain piece or parcel of land situate and being in Union Township, Clearfield County and Commonwealth of Pennsylvania, bounded and described as follows to wit:

Beginning at an iron pin marking the Southwestern corner of other lands now or formerly of Dennis L. Dressler and Mary J. Dressler; thence North 80° 40' West, 596.70 feet to an iron pipe marking the Northwestern corner of lands now or formerly of Agnes C. Postlewaite; thence North 09° 15' East, 185.00 feet to an iron pipe at the edge of an existing strip mine spoil; thence by said spoil line, the following: South 82° 57' East, 127.39 feet to an iron pipe; North 84° 21' East, 186.52 feet to an iron pipe; North 58° 10' East, 122.26 feet to an iron pipe; North 50° 48' East, 246.08 feet to an iron pipe; North 58° 50' East, 156.45 feet to an iron pipe; North 51° 09' East, 115.55 feet to an iron pipe; thence South 37° 01' East, 235.07 feet to an iron pin marking the Northern corner of other lands now or formerly of Dennis L. Dressler and Mary J. Dressler; thence by said other lands now or formerly of Dennis L. Dressler and Mary J. Dressler South 41° 35' West, 624.92 feet to an iron pin, the place of beginning.