

08-977-CD

B&B Flooring vs John Desantis et al

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

B & B Flooring
(Plaintiff)

CIVIL ACTION

8779 Rt. 322
(Street Address)

No. 08-977-CD

Shippensburg, PA 17254
(City, State ZIP)

Type of Case: Civil
Type of Pleading: Contractor's Waiver of Liens

vs.
John R. Desantis &
Doreen M. Desantis
(Defendant)

Filed on Behalf of:
John R. Desantis and
Doreen M. Desantis
(Plaintiff) (Defendant)

Sec 15 Lots 814 & 815 Treasure Lake, 993 Caribbean
(Street Address)

Dubois, PA 15801
(City, State ZIP)

Vesta Land Transfer
(Filed by)
Woodcrest Corporate Center
111 Woodcrest Road, Ste. 102
(Address) Cherry Hill, NJ 08003
856-669-5401
(Phone)

FILED Vesta Land
MAY 27 2008 pd. \$20.00
Noce

William A. Shaw
Prothonotary/Clerk of Courts

Yvonnea Elst
(Signature)

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this April 24, 2008 by and between John R. Desantis and Doreen M. Desantis, hereinafter "Owner(s)", of Sec 15 Lots 814 & 815 Treasure Lake, 993 Carribean, Du Bois, PA 15801, and B & B Flooring, hereinafter "Contractor" of 8779 Rt. 322, Shippenville, PA 16254.

See Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein.

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 mechanics' 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' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL that certain piece, parcel or lot of ground situate in the Township of Sandy, County of Clearfield, State of PA.
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:

B & B Flooring

BY  (SEAL)

Jimmy Buckley
(Type or Print Name and Title)

 (SEAL)
Borrower: John R Desantis

 (SEAL)
Borrower: Doreen M Desantis

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF

On this, the 24th day of April, 2008, before me, the undersigned officer, personally appeared Tammy Brickley of B & B Flooring, known to me (or satisfactorily proven) to be the one of the persons whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lisa R Esser-Laugand
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa R. Esser-Laugand, Notary Public
Clarion Boro, Clarion County
My Commission Expires Mar. 25, 2010
Member, Pennsylvania Association of Notaries



VESTA LAND TRANSFER CORP.

c/o Vesta Abstract Corp.

111 Woodcrest Road ▪ Suite 102 ▪ Cherry Hill, NJ 08003

Tel: (856) 669-5401 ▪ Fax: (856) 669-5402

Agent for

First American Title Insurance Company

Commitment No. 08-13544

Exhibit A
~~SCHEDULE C~~
Legal Description

ALL THOSE CERTAIN TRACTS OF LAND DESIGNATED AS SECTION 15, LOTS 814 AND 815 IN THE TREASURE LAKE SUBDIVISION IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, RECORDED IN THE CLEARFILED COUNTY RECORDER'S OFFICE.

EXCEPTING AND RESERVING THEEFROM AND SUBJECT TO:

1. ALL EASEMENTS, RIGHTS OF WAY, RESERVATIONS, RESTRICTIONS AND LIMITATIONS SHOWN OR CONTAINED IN PRIOR INSTRUMENTS OF RECORD AND IN THE AFORESAID RECORDED PLAN.
2. THE DECLARATION OF RESTRICITIONS, TREASURE LAKE, INC. RECORDED IN MISC. BOOK VOL. 146, P.476; ALL OF SAID RESTRICTIONS BEING COVENANTS WHICH RUN WITH THE LAND.
3. ALL MINERALS AND MINING RIGHTS OF EVERY KIND AND NATURE.
4. A LIEN FOR ALL UNPAID CHARGES OR ASSESSMENTS AS MAY BE MADE BY TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.; WHICH LIEN SHALL RUN WITH THE LAND AND BE AN ENCUMBRANCE AGAINST IT.
5. THE RIGHT OF THE OWNER AND/OR OPERATOR OF ANY RECREATIONAL FACILITIES WITHIN THE SAID TREASURE LAKE SUBDIVISION IN ASSESS FEES AND CHARGES AGAINST GRANTEE. ITS HEIRS, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS FOR THE USE AND/OR MAINTENANCE OF ANY SUCH FACILITIES WHICH IF UNPAID, SHALL BECOME A LIEN UPON THE LAND AND BE AN ENCUMBRANCE AGAINST IT.

FOR INFORMATION PURPOSES ONLY:

BEING KNOWN AS: 15 TREASURE LAKE, DU BOIS, PA 15801