

08-1379-CD
D. Homer vs Thompson Hill Homes

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS R. HOMER and GAIL D. : No. 08-1379- C.D.
HOMER, husband and wife, :
Plaintiffs, : Type of Pleading: WAIVER OF LIENS
vs. :
THOMPSON HILL HOMES, : Filed on Behalf of: DENNIS R. HOMER
Defendant. : and GAIL D. HOMER, husband and wife,
 : Plaintiffs
 :
 : Counsel of Record for this Party:
 :
 : PAULA M. CHERRY, ESQ.
 : Supreme Court No.: 36023
 :
 : GLEASON, CHERRY AND CHERRY, L.L.P.
 : Attorneys at Law
 : One North Franklin Street
 : P.O. Box 505
 : DuBois, PA 15801-0505
 :
 : (814) 371-5800
 :
 :

FILED *3cc Atty*
07/31/2008 *P. Cherry*
JUL 28 2008
William A. Shaw *Atty pd.*
Prothonotary/Clerk of Courts *\$20.00*

WAIVER OF LIENS

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Dennis R. Homer and Gail D. Homer, h/w (collectively the "Owner") and Thompson Hill Homes ("Contractor") have entered into an agreement ("Agreement") relating to the construction of certain improvements to a parcel of real property known as Lot #1, 5872 Wayne Road, Sandy Township, Clearfield County, PA, identified as part of Clearfield County Tax Parcel No. 128-B4-437-12, as more particularly described on Exhibit A attached hereto ("Premises"), as part of the consideration for which agreement this Waiver is given;

WHEREAS, the Contractor has covenanted, promised and agreed that no mechanics' liens or claims will be entered and filed against the Premises by Contractor, its subcontractors, vendors, materialmen, laborers or anyone else for any work, material or labor supplied in the performance of the Agreement or any supplemental agreement for extra work.

NOW, THEREFORE, Contractor, intending to be legally bound hereby, in consideration of the sum of One Dollar (\$1.00) to Contractor in hand paid, the receipt of which is hereby acknowledged, as well as for and in consideration of the entry by Owner thereunder, it is stipulated and agreed that neither the undersigned Contractor, any subcontractor, vendor, materialman, laborer, nor any other person furnishing labor or materials to Contractor with respect to the Agreement shall file a lien, commonly called a mechanics' lien, for work done or materials furnished to the buildings or improvements located on the Premises or any part thereof.

This stipulation and agreement waiving the right of lien shall be an independent covenant and shall also operate and be effective with respect to work done and materials furnished under any supplemental agreement or arrangement for extra work in the erection, construction and completion of any buildings or improvements on the Premises.

In the event that any mechanic's liens or claim is filed by the undersigned, undersigned hereby irrevocably waives any right to a jury trial in any action to strike or discharge the lien.

If the undersigned or any contractor or materialmen claiming by, through or under the undersigned files a mechanic's lien, notwithstanding this Waiver, the Owner or the Owner's representatives, successors or assigns shall have the right to discharge the lien by appropriate legal proceedings and to retain out of any payment then due or thereafter to become due to the undersigned an amount sufficient to completely reimburse and indemnify Owner against expenses and losses resulting from such lien. Expenses and losses shall include any attorney's fees, surety bond premiums and other costs incurred in attempting to discharge or remove such lien and any damages or other losses resulting from such lien all of which the undersigned agrees to pay. If any payment then due to the undersigned by Owner is not sufficient to reimburse and indemnify Owner by way of off-set as aforesaid, the undersigned agrees to pay the amount of the difference to Owner upon demand.

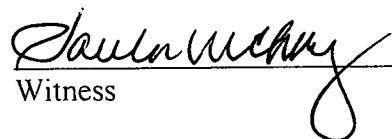
The undersigned hereby warrants and represents that as of the execution of this Waiver, no work of any kind has been done and no materials or supplies of any kind have been furnished in the performance of the aforesaid Agreement or any supplemental agreement of extra work in the erection, construction and completion of any buildings on the Premises or otherwise.

This Agreement and Waiver is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County where the Premises are located and Contractor agrees that it, all subcontractors, vendors, materialmen, laborers on said work shall look to and hold Contractor liable for the Agreement, materials furnished and work and labor done, so that there shall not be any legal or lawful claims of any kind whatsoever against Owner for any work done or labor or material furnished under the Agreement with the Contractor.

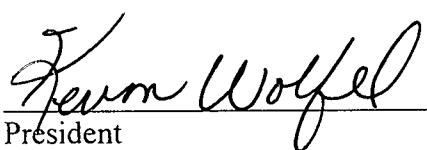
It is expressly understood that the foregoing Waiver and all of the provisions and remedies herein contained shall be available to and for the protection of Owner.

IN WITNESS WHEREOF, Contractor and the Owners have signed and sealed these presents as of the 28th day of July, 2008.

THOMPSON HILL HOMES:

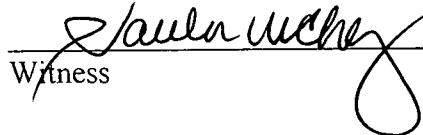


Paula McCay
Witness



Kevin Wolfel
President

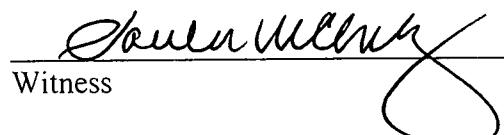
OWNER:



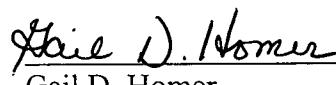
Paula McCay
Witness



Dennis R. Homer



Paula McCay
Witness



Gail D. Homer

COMMONWEALTH OF PENNSYLVANIA:

:ss.

COUNTY OF CLEARFIELD :

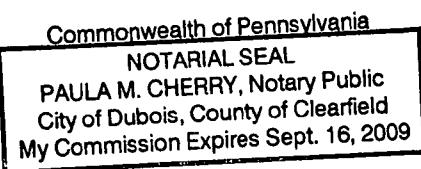
On this, the 28th day of July, 2008 before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Dennis R. Homer and Gail D. Homer, h/w, known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

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

Paula M. Cherry
Notary Public
My Commission Expires: 9-16-2009

COMMONWEALTH OF PENNSYLVANIA:

:ss.



COUNTY OF CLEARFIELD :

On this, the 28th day of July, 2008, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Kevin Wolf who acknowledged himself/herself to be the President of Thompson Hill Homes, and that he/she as such officer, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

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

Paula M. Cherry
Notary Public
My Commission Expires: 9-16-2009

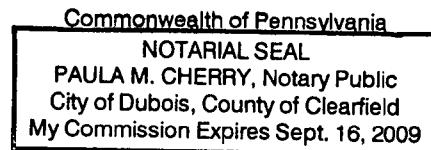


Exhibit A

ALL that certain piece or parcel of land situated in the Township of Sandy, County of Clearfield, and Commonwealth of Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a point on the southwestern right of way line of Township Road T-387, also known as Wayne Road, said point being the northwest corner of lands of Mark A. and Christina M. Fields as described in Deed Book 1221, Page 367, said point being the northeast corner of the parcel herein conveyed and running:

THENCE, along the northwestern line of Mark A. and Christina M. Fields, South 37° 42' 00" West, passing through a 1½" pipe (found) at a distance of 5.15 feet and continuing on for a total distance of 166.30 feet to a ¾" rebar (set);

THENCE, through lands now or formerly of Dennis R and Gail D. Homer for a new subdivision line the following courses and distances:

North 53° 07' 22" West a distance of 38.96 feet to a ¾" rebar (set);

North 14° 11' 54" East a distance of 26.16 feet to a ¾" rebar (set);

North 01° 09' 16" East a distance of 92.65 feet to a ¾" rebar (set);

North 21° 39' 12" East a distance of 50.18 feet to a ¾" rebar (set);

North 66° 05' 19" East a distance of 24.00 feet to a ¾" rebar (set),
said rebar being on the southwestern right of way line of Wayne Road;

THENCE along the southwestern right of way line of Wayne Road, South 51° 49' 03" East a distance of 107.03 feet to a point and place of beginning.

CONTAINING 14,487.27 square feet or 0.333 acre and known as Parcel 1 of the Homer Subdivision dated July 23, 2007, and shown on map prepared by Curry & Associates recorded in the mapping records of the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200800540, on January 15, 2008. Bearings above are based on southeastern line of lands of Dennis R. and Gail D. Homer as shown on a plat map prepared by Yost, Bromfield and Hess dated September 6, 1950.

The above description was prepared by Curry & Associates in accordance with a survey performed by it as referenced above.

UNDER AND SUBJECT to all exceptions, reservations, restrictions, covenants, conditions, easements, and rights of way which may appear in the recorded chain of title or which can be ascertained from an examination of the premises.

BEING the same premises which were conveyed to Dennis R. Homer and Gail D. Homer, husband and wife, by Deed of Dennis R. Homer and Gail D. Homer, husband and wife, dated June 6, 2008, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200808816, on June 9, 2008.