

08-1382-CD
A. Eamigh al vs Delta Contractors al

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

Amanda C. Eamigh and
Brad L. Eamigh

vs.

No. 08-1382-CD

Delta Contractors &
Design, Inc.

Type of Pleading: Contractor's Waiver
of Liens

Filed on behalf of: Owners

Counsel of Record for this party:
HOPKINS HELTZEL LLP

DAVID J. HOPKINS, Esquire
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, Esquire
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

Lea Ann Heltzel, Esquire

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100 Atty Heltzel
William A. Shaw
Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this July 1st, 2008 by and between Amanda C. Eamigh and Brad L. Eamigh, hereinafter "Owners", of Thompson Road, Woodland, PA 16881, and Delta Contractors & Design, INC (Type name of contractor), hereinafter "Contractor" of 15870 Rt 322 Suite 1, Clarion, PA 16214.

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 Bradford, 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.

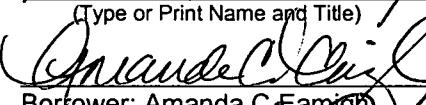
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

Witness:

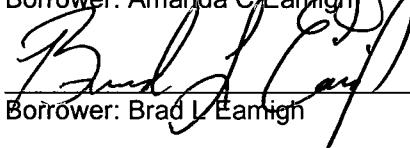
Delta Contractors & Design, Inc.

By:  (SEAL)

MICHAEL J. FERGUSON, SEL. TRRS
(Type or Print Name and Title)

 (SEAL)

Borrower: Amanda C. Eamigh

 (SEAL)

Borrower: Brad L. Eamigh

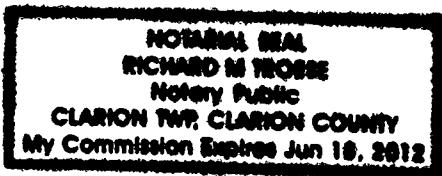
COMMONWEALTH OF PENNSYLVANIA :

ss.

COUNTY OF

On this, the 1st day of July, 2008, before me, the undersigned officer, personally appeared Michael Ferguson (Type name of contractor), 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.



Richard M. Troese
Notary Public

EXHIBIT 'A'

ALL that certain piece or parcel of land situate in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin marking the northwest corner of the herein described Lot No. 3 of the Maxine V. Perry Subdivision, also marking the southwest corner of Lot No. 2 of said subdivision, and being on line of lands now or formerly of John E. and Ruth M. Williams (D.B. 1459, Page 179, Tax Parcel No. 08-000-79); thence along said Lot No. 2 South 82 degrees 25 minutes 56 seconds East a distance of 667.90 feet to a point in the center line of Bradford Township Road No. T-626; thence along said center line of T-626 South 07 degrees 09 minutes 03 seconds East a distance of 117.56 feet to a point in said center line; thence along said center line South 04 degrees 56 minutes 31 seconds East a distance of 136.56 feet to a point in said center line and marking the northeast corner of lands of Lance T. and Sherry L. Kephart (D.B. 1727, Page 246, Tax Parcel No. 08-000-137); thence along said lands of Kephart North 82 degrees 25 minutes 56 seconds West a distance of 719.51 feet to an iron pin on line of other lands of John E. and Ruth M. Williams (D.B. 555, Page 487, Tax Parcel No. 08-000-2.6); thence along lands of Williams and also along first mentioned lands of Williams North 05 degrees 45 minutes 00 seconds East a distance of 247.15 feet to an iron pin marking the place of beginning.

CONTAINING 3.941 acres gross and 3.843 acres net as shown on a plan prepared by Stephen W. Norfolk P.L.S., and being Lot No. 3 of the "Maxine V. Perry Subdivision", dated November 1, 1996, and recorded in the Recorder's Office of Clearfield County to Map File No. 1338: