

08-1472-CD

Michael Kerner vs McCloskey Homes

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

MICHAEL W. KERNER,
Owner

vs.

MCCLOSKEY HOMES, INC.
DOAN EXCAVATING,
FORSYTH DRILLING, INC.,
Contractors

No. 08-1472 CD

Type of Pleading: Contractor's Waiver
of Liens

Filed on behalf of: Owner

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

FILED *10/10/08* *Atty*
01/10/08 *08-1472* *Heltzel*
AUG 11 2008
(m) *Atty pd.*
William A. Shaw
Prothonotary/Clerk of Courts *20.00*

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 23rd day of July, 2008, by and between **MICHAEL W. KERNER** whose address is 321 Hemlock Road, DuBois, Pennsylvania 15801, hereinafter "Owner" and **McCLOSKEY HOMES, INC.** whose address is 241 Treasure Lake, DuBois, Pennsylvania 15801; **DOAN EXCAVATING**, whose address is 6677 Route 310, Reynoldsville, Pennsylvania 15851; **FORSYTH DRILLING, INC.** whose address is 2750 Oklahoma Salem Road, DuBois, Pennsylvania 15801, hereinafter individually identified as "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:

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.

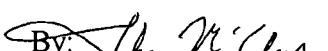
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

Witness:

 (Seal)
Michael W. Kerner, Owner

Attest:

McCloskey Homes, Inc.

By:  (Seal)
Thomas McCloskey, Contractor

Attest:

Doan Excavating

By:  (Seal)
Timothy Doan, Contractor

Attest:

Forsyth Drilling, Inc.

 (Seal)
Stephen Moore, Contractor

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.

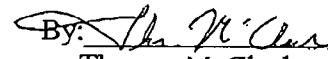
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

Witness:

Michael W. Kerner, Owner (Seal)

Attest:

McCloskey Homes, Inc.

By: 
Thomas McCloskey, Contractor (Seal)

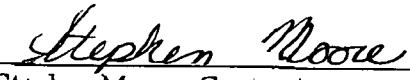
Attest:

Doan Excavating

By: _____ (Seal)
Timothy Doan, Contractor

Attest:

Forsyth Drilling, Inc.


Stephen Moore, Contractor (Seal)

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY

Commitment No.: 20082454

All that certain piece or parcel of real estate located in Sandy Township, Clearfield County, and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at an iron pin, said iron pin being common with Lot No. 2 of the Doan Hill Subdivision and on line with property of James L. and Carolyn A. Yount; thence along property of aforementioned James L. and Carolyn A. Yount North $75^{\circ} 32' 35''$ West, 331.03 feet to an iron pin on line with property of Natalie Keel; thence along property of aforementioned Natalie Keel, North $14^{\circ} 32' 17''$, 764.92 feet to an iron pin common with Reuben N. and Virginia K. Salada; thence along Rueben N. and Virginia K. Salada, South $75^{\circ} 32' 36''$ East, 404.25 feet to an iron pin; thence along the same North $14^{\circ} 27' 24''$ East, 113.70 feet to an iron pin; thence along lands of Donald H. and Vereline J. Barr, South $74^{\circ} 25' 07''$ East, 261.55 feet to an iron pin; thence along lot No. 5 of the Doan Hill Subdivision, South $12^{\circ} 04' 18''$ East, 551.46 feet to the center of the right of way of a private access road passing through an iron pin at 526.46 feet; thence along the centerline of aforesaid private access road right of way by a curve to the right having a radius of 1000.00 feet a length of 151.21 feet and along chord bearing of South $83^{\circ} 43' 32''$ West, to a point; thence still along the centerline of right of way of the private access road South $88^{\circ} 03' 26''$ West, 97.12 feet to a point at the center of culdesac; thence South $49^{\circ} 50' 12''$ West, 50.00 feet to an iron pin; thence along Lot No. 2 of the Doan Hill Subdivision, South $65^{\circ} 23' 56''$ West, 409.68 feet to an iron pin and place of beginning.

Known as Lot No. 4 of the Doan Hill Subdivision as recorded at Instrument No. 200812220.