

08-1871-CD  
Fred Hayton al vs R. Torrell et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FRED V. HAYTON and SHELLEY A.  
HAYTON,

Plaintiffs,

vs.

RONALD C. TORRELL and RICHARD  
J. BERNARDO, partners, t/a TORRELL  
AND BERNARDO REMODELING  
AND CUSTOM HOMES,

Defendants.

: No. 08 - 1871 C.D.

:  
: Type of Pleading:

: CONTRACTOR'S WAIVER OF LIENS

:  
: Filed On Behalf Of: FRED V. HAYTON  
: and SHELLEY A. HAYTON, 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

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FILED

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SEP 30 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Atty. P. Cherry  
\$20.00

2cc. Atty P. Cherry

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this Sept 26, 2008, by and between Fred V. Hayton and Shelley A. Hayton, of 1364 Treasure Lake, DuBois, PA 15801, hereinafter "Owner(s)", and Ronald C. Torrell and Richard J. Bernardo, partners, t/a Torrell and Bernardo Remodeling and Custom Homes, having an address of 130 McCracken Run Road, DuBois, Pennsylvania 15801, hereinafter "Contractor".

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 hereunto, intending to be legally bound hereby, do execute this Agreement the day and year first above written.

WITNESS:

James McChesney  
James McChesney

WITNESS:

James McChesney  
James McChesney

OWNERS:

Fred V. Hayton (SEAL)  
Borrower: Fred V. Hayton

Shelley A. Hayton (SEAL)  
Borrower: Shelley A. Hayton

CONTRACTOR:

TORRELL AND BERNARDO

REMODELING AND CUSTOM HOMES:

By Ronald C. Torrell (SEAL)  
Ronald C. Torrell, Partner

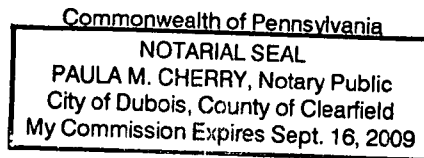
By Richard J. Bernardo (SEAL)  
Richard J. Bernardo, Partner

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

On this, the 26<sup>th</sup> day of Sept, 2008, before me, a Notary Public, personally appeared FRED V. HAYTON and SHELLEY A. HAYTON, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

My commission expires: 9-16-2009 Paula M Cherry  
Notary Public

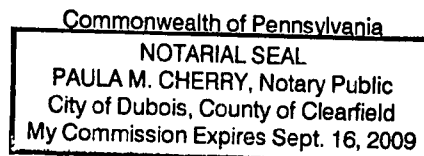


COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

On this, the 26<sup>th</sup> day of Sept, 2008, before me, a Notary Public, personally appeared RONALD C. TORRELL and RICHARD J. BERNARDO, partners, t/a TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

My commission expires: 9-16-2009 Paula M Cherry  
Notary Public



### **Exhibit "A"**

**ALL** that certain tract of land designated as Lot No. 24, Section No. 11, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 24.

#### **EXCEPTING AND RESERVING THEREFROM 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 Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, Page 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 former Grantor or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.