

08-2245-CD

Frank Marino vs Frank Marino et al

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S FILED Amy J. Colavecchi
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William A. Shaw
Prothonotary/Clerk of Courts
NoCC

WAIVER OF MECHANICS' LIEN

WHEREAS, **FRANK W. MARINO**, presently residing at 1001 Willow Drive, Clearfield, Pennsylvania, 16830, hereinafter referred to as CONTRACTOR, entered into a construction agreement dated the 21st day of November, 2008, with **FRANK W. MARINO** and **SUSAN M. MARINO**, of 1001 Willow Drive, Clearfield, Pennsylvania, 16830, hereinafter referred to as OWNERS, said contract being to provide material and perform labor necessary for the construction of a home upon a lot of ground located on those certain pieces or parcels of land situated in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

1. **ALL** that certain piece or parcel of land situate in Lawrence Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southern line of the right of way of Pennsylvania State Highway Route 17084, said point being approximately five hundred ninety-one (591) feet northwest of the intersection of said Pennsylvania State Route 17084 and a Township Road; thence by lands sold to Ralph G. Lingle, Jr., et ux, South

thirty-five (35) degrees forty-six (46) minutes West three hundred forty-one and fourteen one-hundredths (341.14) feet to a point on lands now or formerly of Thomas A. Lingle, et ux; thence by said Lingle lands North sixty-eight (68) degrees fifty-one (51) minutes West twenty-nine and fifty one-hundredths (29.50) feet to a point; thence still by same, North thirty-seven (37) degrees twenty-four (24) minutest West one hundred eighty-two and thirty one-hundredths (182.30) feet to a point; thence still by same, North thirty-nine (39) degrees four (4) minutes East two hundred ninety-five and twenty-five one-hundredths (295.25) feet to a point on the southern line of the right of way of said Pennsylvania State Highway Route 17084; thence along said right of way, South fifty-four (54) degrees thirty-three (33) minutes East one hundred eighty-six (186) feet to a point and place of beginning. Containing 1.46 acres.

BEING the same premises conveyed to Frank W. Marino and Susan Marino, his wife, from James B. Stodart and Judith B. Stodart, his wife, by deed dated April 27, 1988, recorded at Clearfield in Deed and Record Book 1221, Page 563.

2. **ALL** that certain piece or parcel of land situated in Lawrence Township, Clearfield County, Pennsylvania, being bounded and described as follows:

BEGINNING at a point in the southwest corner of the property being conveyed and on the right of way line of Willow Drive; thence north thirty-six (36) degrees thirty-eight (38) minutes thirty-three (33) seconds west along the said right of way line for a distance of one hundred eighteen and ninety-five one-hundredths (118.95) feet to an iron pin at lands of now or formerly Lingle on the bank of an unnamed water course; thence along lands of now or formerly Lingle north thirty-nine (39) degrees four (4) minutes east for a distance of eighteen and thirty-nine one-hundredths (18.39) feet to an iron pin on the opposite bank of the said water course; thence along the lands of now or formerly Marino, South thirty-seven (37) degrees twenty-four (24) minutes East for a distance of one hundred fifty-one and forty-four one-hundredths (151.44) feet to an iron pin placed over a culvert pipe placed in the said water course; thence North seventy-one (71) degrees fifty-nine (59) minutes forth-three (43) seconds West along the right of way line of Willow Drive for a distance of thirty-four and twenty-six one hundredths (34.26) feet to the place of beginning. Containing 0.058 acres and being shown in more detail on the survey map prepared by Eugene Lerch.

This conveyance is a strip of land situated between Marino property and the right of way line of Willow Drive set out in more detail in the above description.

BEING the same premises conveyed to Frank W. Marino and Susan Marino, his wife, from Thomas A. Lingle and Virginia M. Lingle, his wife, by deed dated October 13, 1989, recorded at Clearfield in Deed and Record Book 1308, Page 242.

EXCEPTING AND RESERVING from the above-described parcels, 0.083 acres conveyed to Thomas A. Lingle and Virginia M. Lingle, his wife, by deed dated October 11, 1989, recorded at Clearfield in Deed Book 1308, page 238.

ALSO EXCEPTING AND RESERVING from the above-described parcels, 0.319 acres conveyed to Rosemary L. Maurer by deed dated November 30, 1989, recorded at Clearfield in Deed and Record Book 1316, Page 83.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said contract or proposal and for the consideration therein set forth, that neither the undersigned contractor, any sub-contractor or material man, nor any other person furnishing labor or materials to the said contractor under this contract shall file a lien, commonly called a Mechanics' Lien, for any work done or materials furnished to the said building or any part thereof.

This stipulation is made and intended to be filed with the Clearfield County Prothonotary, in accordance with the requirements of Act of Assembly of Pennsylvania, in such case provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set
their hands and seals this 21st day of November, 2008.

WITNESS:

CONTRACTOR:

Frank W. Marino (SEAL)
FRANK W. MARINO

OWNERS:

Frank W. Marino (SEAL)
FRANK W. MARINO

Susan M. Marino (SEAL)
SUSAN M. MARINO