

08-2331-CD

Michael Powers al vs M. Powers Constr.

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

FILED

DEC 04 2008

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William A. Shaw

Prothonotary/Clerk of Courts

1 cent to

Att)

Michael E. Powers

Cynthia A. Powers

Owners

vs.

Michael E. Powers Construction

Contractor

No. 2008-2331-CV

Type of Pleading: Contractor's Waiver
of Liens

Filed on behalf of: Owners

Counsel of Record for this party:

HOPKINS HELTZEL LLP

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David J. Hopkins, Esquire

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 16th day of November, 2008, by and between **MICHAEL E. POWERS AND CYNTHIA A. POWERS**, husband and wife, of 970 Treasure Lake, DuBois, Pennsylvania 15801, hereinafter "Owner" and **MICHAEL E. POWERS CONSTRUCTION**, of 970 Treasure Lake, DuBois, Pennsylvania 15801, hereinafter "Contractor".

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 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 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's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against:

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

See Attached Exhibit "A"

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 E. POWERS, Owner

 (Seal)
CYNTHIA A. POWERS, Owner

 (Seal)
Michael E. Powers Construction, Contractor

EXHIBIT "A"

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

BEGINNING at an iron pin, which iron pin is South 79 degrees 44 ½ minutes East a distance of 313.78 feet from an iron pin at the Easterly right of way line of Township Route No. T-402, said iron pin also being at the Northerly line of lands now or formerly of Wilbert G. Lundgren;

THENCE along said Northerly line of said lands now or formerly of Wilbert G. Lundgren, South 79 degrees 44 ½ minutes East a distance of 331.96 feet to an iron pin;

THENCE North 10 degrees 53 minutes East a distance of 148.49 feet to an iron pin;

THENCE North 79 degrees 44 ½ minutes West a distance of 331.96 feet to an iron pin;

THENCE South 10 degrees 53 minutes West a distance of 148.49 feet to an iron pin and place of beginning.

TOGETHER with a right of way for roadway purposes being 33 feet in width leading from said Route No. T-402 to and along the Northerly line of the above described premises to the line of Calvert & Beshada for purposes of ingress, regress and egress to and from said premises to said Township Route No. 402.