

08-2366-CD

Christ the King Manor vs Torrell et al

**CHRIST THE KING MANOR, INC.,  
Owner/Plaintiff/Defendant**

**vs.**

**TORRELL AND BERNARDO REMODELING  
AND CUSTOM HOMES,  
Contractor/Defendant/Plaintiff**

*S*  
**FILED** *E*

DEC 09 2008  
012:10/ *W*  
William A. Shaw  
Prothonotary/Clerk of Courts  
No *9/c*

2008-2366-CD

**WAIVER OF RIGHT TO FILE MECHANIC'S LIEN CLAIM**

**WAIVER OF LIENS**

**THIS INSTRUMENT** executed this 9<sup>th</sup> day of December, 2008, by **TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES**, a partnership, of 130 McCracken Run Road, DuBois, PA, 15801, hereinafter referred to as Contractor/Defendant/Plaintiff,

**-IN FAVOR OF-**

**CHRIST THE KING MANOR, INC.** of 1100 West Long Avenue, DuBois, PA, 15801, hereinafter referred to as Owner/Plaintiff/Defendant.

**WITNESSETH:**

1. Contractor/Defendant/Plaintiff is a contractor within the meaning of the Mechanics Lien Law of 1963 and its Amendments under Act 52.
2. Owner/Plaintiff/Defendant and Contractor/Defendant/Plaintiff intend to enter or have entered into a certain contract ("Contract") for the Contractor/Defendant/Plaintiff to erect physical therapy/rehabilitation unit renovations on property of Owner/Plaintiff/Defendant situate in SANDY TOWNSHIP, Clearfield County, PA, more particularly described on Exhibit "A" attached hereto and made a part hereof. Attached as Exhibit "B" is a copy of said Contract.
3. Contractor/Defendant/Plaintiff has, by this instrument and the promises contained herein, covenanted, promised and agreed that no mechanics' or materialmen's liens shall be filed or maintained against the estate or title of

Owner/Plaintiff/Defendant in the property or any part thereof, or the appurtenances thereto, either by itself or anyone else acting or claiming through or under it for or on account of any work, labor or materials supplied in the performance of the work under the Contract or under any supplemental contract for extra work.

**NOW, THEREFORE**, in consideration of the contract and the covenants of Owners/Plaintiffs/Defendants therein contained, and the sum of ONE and 00/100 (\$1.00) DOLLAR in hand paid to the Contractor/Defendant/Plaintiff the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby:

1. Contractor/Defendant/Plaintiff for itself and any one else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanic's or materialmen's lien, or notice of intention to file any line, and does hereby covenant, promise and agree that no mechanics' lien or other lien of any kind whatsoever shall be filed or maintained against the estate or title of Owner/Plaintiff/Defendant in the property or appurtenances thereto, by or in the name of Contractor or any subcontractor, materialman or laborer acting or claiming through or under for work done or materials furnished in connection with the Contract or by any other party acting through or under them or any of them for and about the property or any part of it.
2. This Agreement waiving the right of lien shall be an independent covenant by contractor and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in connection with the above described project on the property to the same extent as any work and labor done and materials furnished under the Contract.
3. In order to give Owner/Plaintiff/Defendant full power and authority to protect itself, the property, the estate or title of Owner/Plaintiff/Defendant therein, and the appurtenances thereto, against any and all liens filed by Contractor/Defendant/Plaintiff or anyone acting under or through it in violation of the foregoing covenant, Contractor/Defendant/Plaintiff hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to (i) appear as attorney for it, them or any of them, in any such Court, and in its name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of Contractor/Defendant/Plaintiff or of any subcontractor or materialmen, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) cause to

be filed and served in connection with such a lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by it, and to incorporate therein, as part of the record, the waiver contained in this instrument; and for such act or acts this instrument shall be good and sufficient warrant and authority. A reference to the court, term and number in which and where this Agreement shall have been filed shall be conclusive evidence of the authority herein to warrant such action, and Contractor/Defendant/Plaintiff for itself, hereby remises, releases and quits all rights and manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning it. In the event anyone acting through or under Contractor/Defendant/Plaintiff shall so file a lien in violation of the foregoing covenant, Owner/Plaintiff/Defendant may not exercise its rights under Paragraph 3 unless such lien has not been stricken or discharged (by payment, posting of a bond or other means) for a period of ten days after notice of such lien shall have been received by Contractor/Defendant/Plaintiff.

4. It is the intention of the parties that this Waiver shall be filed in the Office of the Prothonotary of Clearfield County to provide constructive notice of this Waiver to any and all subcontractors, materialmen and other persons furnishing labor or materials under this Contract.

**IN WITNESS WHEREOF**, Contractor/Defendant/Plaintiff has executed this instrument this 9<sup>th</sup> day of December, 2008.

WITNESS:

TORRELL AND BERNARDO  
REMODELING AND CUSTOM HOMES

Sal J. Zeffuto

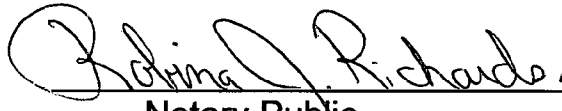
By: Richard J. Bernardo  
Richard J. Bernardo

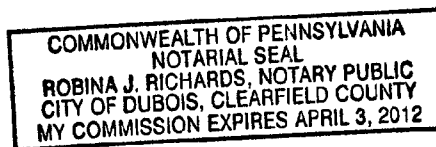
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

ss:

On this, the 9th day of December, 2008, before me, the undersigned officer, personally appeared RICHARD J. BERNARDO, partner, of TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, being authorized to do so.

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

  
Notary Public



bab:Client:ChristtheKingManor:  
Mechanics Lien

### **EXHIBIT "A"**

**ALL** that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being part of what was formerly known as the Edgemont Addition to Sandy Township, also the DuBois Land Company's plot or plan of lots, bounded and described as follows:

**BEGINNING** at the point of intersection of the West line of Fourth Street and the North line of West Long Avenue; thence continuing the North line of West Long Avenue, 300 feet to a point; thence in a Northeasterly direction on a line parallel to and being 330 feet from the West line of Sixth Street for a distance of 515 feet, more or less, to a point on the South line of McLane Avenue; thence Southeasterly along said South line of McLane Avenue 1370 feet, more or less, to a point on an unnamed alley between Fourth and Fifth Streets; thence along the East line of said unnamed alley, a distance of 166 feet to a point at the corner of two unnamed alleys; thence Southeasterly along the South line of an unnamed alley to the West line of Fourth Street, a distance of 300 feet, more or less; thence along said West line of Fourth Street, 516 feet to the point of beginning. **CONTAINING** 25 acres, more or less.

**EXCEPTING AND RESERVING** from the above described tract however, a parcel of land 150 feet by 150 feet, along McLane Avenue, being Lots No. 68, 69 and 70 in Section A of the DuBois Land Company plot, which are owned by John F. Zierzega.

**BEING** the same premises, the title to which became vested in Christ the King Manor, Inc., by deed of the Clearfield County Industrial Development Authority, dated July 11, 1988, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Record Book Vol. 1234, p. 347.

TORRELL AND BERNARDO  
REMODELING AND CUSTOM HOMES  
130 MCCracken Run Road  
DUBOIS, PA 15801  
(814) 375-9559  
FAX (814) 375-9450

Christ the King Manor  
1100 W. Long Ave.  
Du Bois, PA 15801

IN ACCORDANCE WITH SPECIFICATIONS GIVEN BELOW:

THIS REMODELING JOB WAS PRICED OUT BY PROJECT MANUAL AND BLUE PRINTS  
SUPPLIED BY CHRIST THE KING MANOR WITH THE FOLLOWING CHANGES AS PER  
ATTACHED AMENDMENTS.

One year guarantee on all labor and material except as otherwise set forth in this agreement. One year  
commences when final payment is made on original contract or buyer takes possession, whichever comes  
first. One year guarantee is not assignable or transferable.

This price includes Labor and Material: \$ 430,144.00

Contract Documents: The contract documents consist of this contract, the plans and specifications, all  
addenda issued prior to the execution of this contract, all modifications of the contract documents issued or  
otherwise approved by Buyer and Seller. These forms, the contract and what is required by any one shall  
be as binding as if required by all.

Changes in Work: a. Buyer without invalidating the contract may order changes in the work consisting of  
additions, deletions, or modifications, the Contract Price and the contract time being adjusted accordingly.  
All such Changes in Work consisting of additions, deletions, or modifications, the Contract Price and the  
contract time being adjusted accordingly. All such Changes in Work shall be authorized by written change  
order signed by Buyer or Seller as Buyer's duly authorized agent.

b. The Contract Price and the Contract time may be changed only by change order or by  
changes in subcontractors agreed to by Seller and Buyer. All changes of work shall include a reasonable  
allowance for Seller's fee, including overhead and profit.

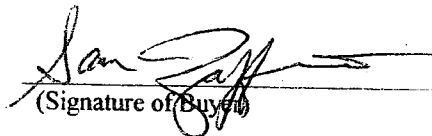
c. The cost or credit to Buyer from a Change in Work shall be determined by mutual  
agreement.

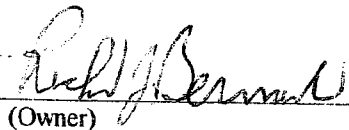
No work shall be done except as specified above and NO VERBAL AGREEMENTS WILL BE  
RECOGNIZED. The undersigned intend to be legally bound hereby.

"YOU THE BUYER, MAY CANCEL THIS TRANS-  
ACTION AT ANY TIME PRIOR TO MIDNIGHT OF  
THE 3RD BUSINESS DAY AFTER THE DATE OF  
THIS TRANSACTION. SEE THE ATTACHED NOTICE  
OF CANCELLATION FORM FOR AN EXPLANATION  
OF THIS RIGHT."

Torrell & Bernardo  
Remodeling & Custom Homes

(Name of Contractor)

  
(Signature of Buyer)

  
(Owner)

(Signature of Buyer)


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REMODELING AND CUSTOM HOMES  
130 MCCRACKEN RUN ROAD  
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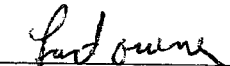
IN ACCORDANCE WITH SPECIFICATIONS GIVEN BELOW:

After final draw a determination of any extras or credits will be determined within 60 days. Excess amount due on any extras will be due by buyer to contractor or refund will be made to buyer by contractor within 15 days of said final determination. Any amounts not paid within 15 days will be subject to an interest charge of 6% on the unpaid balance. If buyer moves any personal items into work site before occupied, they will take full responsibility.

TORRELL & BERNARDO  
REMODELING & CUSTOM HOMES

  
(name of seller)

  
(signature of buyer)

  
(approved by - title)

\_\_\_\_\_  
(signature of buyer)