

02-738-CD
BRYAN S. HAAG etux -vs- EMANUEL J. KLABER etal

FILED

MAY 09 2002

CONTRACTOR'S WAIVER OF LIENSWilliam A. Shaw
Prothonotary

THIS AGREEMENT, made and entered into this 8th day of May, 2002, by and between Bryan S. Haag and Jacqueline J. Haag, husband and wife, of Troutville, Pennsylvania, 15866, hereinafter "Owner" and Emanuel J. Klaiber d/b/a Klaiber Construction, of 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 those certain pieces, parcels or lots of land lying and being situate in Troutville Borough, Clearfield County, Pennsylvania, being more particularly described in 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

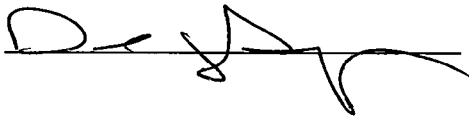
include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

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

Witness:



Witness:



Witness:

Megan Rice

Bryan S Haag (Seal)
Bryan S. Haag, Owner

Jacqueline J Haag (Seal)
Jacqueline J. Haag, Owner

Emanuel J. Klaiber (Seal)
Emanuel J. Klaiber, Contractor
Klaiber Construction

EXHIBIT "A" -- FILE NO. 110354

ALL those certain pieces, parcels or lots of land lying and being situate in Troutville Borough, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

PARCEL NO. 1:

BEGINNING at a post located about North 0 degrees 10 West 345 feet from road leading into farmhouse now or formerly of James Shugarts;

Thence along land now or formerly of James Shugarts North 0 degrees 10 minutes West 978 feet, more or less, to corner of land now or formerly of James Shaffer;

Thence along land now or formerly of James Shaffer, North 89 degrees 50 minutes East 260 feet;

Thence by residue of land now or formerly of Wachob, South 5 degrees 40 minutes West 703 feet and South 34 degrees 25 minutes West 338 feet to the place of beginning.

PARCEL NO. 2:

BEGINNING on the east side of James H. Shugarts land and about 345 feet North of the north side of a public road;

Thence North 0 degrees 10 minutes West 418 feet;

Thence by residue of John E. Wachob land South 54 degrees 15 minutes East 238 feet and South 34 degrees 25 minutes West 338 feet to the place of beginning.

Being further identified as Clearfield County Tax Map No. 18-A06-35 and 18-A06-17.1 as shown on the assessment map in the Records of Clearfield County PA.