

03-733-CD
TIMOTHY M. NOVAK, et al. vs. JASON WHITAKER, et al.

MAY 15 2003

CONTRACTOR'S WAIVER OF LIENSWilliam A. Shaw
Prothonotary

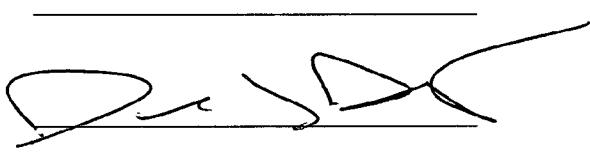
THIS AGREEMENT, made and entered into this 12th day of May, 2003, by and between TIMOTHY M. NOVAK and VIRGINIA L. NOVAK, husband and wife, whose address is 567 Treasure Lake, Pennsylvania, 15801, hereinafter "Owner"; and JASON WHITAKER, d/b/a WHITAKER CONCRETE, whose address is Treasure Lake, DuBois, 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 tract of land situate in Sandy Township, Clearfield County, Pennsylvania. 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.

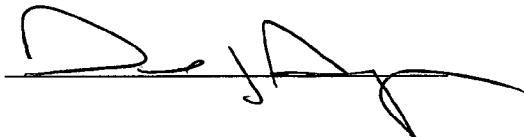


TIMOTHY M. NOVAK



VIRGINIA L. NOVAK

Attest:



WHITAKER CONCRETE,

~~XXXX~~ Contractor

By:



Jason Whitaker, ~~PRESIDENT~~

EXHIBIT 'A'

TIMOTHY M. NOVAK and VIRGINIA L. NOVAK

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

BEGINNING at a cut in the center of the concrete State Highway leading from Reynoldsville to DuBois on the line between Jefferson and Clearfield Counties;

THENCE by said Highway and land formerly of M. I. McCreight, of which this is a part, South $76^{\circ} 37'$ East 677.5 feet more or less, to a cut in center of said concrete highway;

THENCE by said highway South $81^{\circ} 36'$ East 263.3 feet to a point in the center of said Highway;

THENCE by land formerly of M. I. McCreight, South $5^{\circ} 15 \frac{1}{2}'$ West 214.2 feet, more or less, to an iron pin;

THENCE by land now or formerly of George Wall North $86^{\circ} 16'$ West 934.4 feet, more or less, to a post on said county line;

THENCE by said county line and land now or formerly of Mulholland and land now or formerly of Dailey, North $5^{\circ} 15 \frac{1}{2}'$ East 2,147.7 feet, more or less to the place of beginning.

CONTAINING 44.6 acres, more or less, as surveyed by O. P. Hess, Registered Land Surveyor, July 12, 1924.

EXCEPTING AND RESERVING whatever reservations and exceptions that were contained in prior deeds.

FURTHER EXCEPTING AND RESERVING unto William I. Johnston et al, their heirs and assigns, the right and liberty at all times hereafter of using water from the well on the granted premises; with liberty from time to time with workmen to enter upon the land and to repair, cleanse, and maintain the well and the pipes leading therefrom to premises in Winslow Township, Jefferson County, Pennsylvania, described in deed from Iren I. Johnston to William Ivan Johnston et al., dated March 27, 1979, and recorded in Jefferson County Deed Book 455 at page 930.

FILED

2cc

Cl. 10.5484 May 15 2003

Atty. fee Am. Herzog

Atty. pd. 20.00

William A. Shaw
Prothonotary

Atty. pd. 20.00