

05-1830-CD  
David Dunlap al vs Wright

05-1830-CD  
David Dunlap al vs Wright Bros. Const.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

DAVID L. DUNLAP and,  
BRENDA S. DUNLAP,  
husband and wife,

Owners

vs.

WRIGHT BROTHERS CONSTRUCTION,  
Contractor

2005-1830-WML

**WAIVER OF MECHANIC'S LIEN**

Filed on Behalf of:  
**Owners**

Counsel of Record for Owner:  
**Peter F. Smith, Esquire**  
Supreme Court No. 34291  
30 South Second Street  
P. O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

**FILED**

NOV 23 2005  
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William A. Shaw  
Prothonotary/Clerk of Courts  
WRC C/C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

DAVID L. DUNLAP and :  
BRENDA S. DUNLAP, : 2005- -WML  
husband and wife, :  
Owners :  
: :  
vs. :  
: :  
WRIGHT BROTHERS CONSTRUCTION, :  
Contractor :  
:

**WAIVER OF MECHANIC'S LIEN**

THIS AGREEMENT, waiving the right to file Mechanic's Lien, is made this 1 day of November, 2005, between DAVID L. DUNLAP and BRENDA S. DUNLAP, husband and wife, with mailing address of 446 Bridgeport Road, Curwensville, Pennsylvania, 16833, hereinafter called "OWNERS", and WRIGHT BROTHERS CONSTRUCTION, with place of business at 17118 365 Pennsylvania Ave hereinafter referred to as 15767 "CONTRACTOR".

WHEREAS, CONTRACTOR has agreed to furnish certain materials and labor for the construction of a home on all that certain piece or parcel of land situate in Knox Township, Clearfield County, to which OWNERS took title by deed at Clearfield County Instrument Number 200318395, and more particularly described as follows:

**ALL that certain parcel of land situate in the Township of Knox, County of Clearfield and State of Pennsylvania, bounded and described as follows:**

**BEGINNING at a railroad spike on the centerline of Pa. State Highway Legislative Route 17038, at the corner now or formerly of John Ryan, et al., at the corner now or**

formerly of Sam Skebo Estate and at the southerly corner of the land hereby conveyed, said railroad spike being South 32 degrees 33 minutes 00 seconds East 30.00 feet from a 3/4 inch iron pin and running; thence along land now or formerly of John Ryan, et al. and Todd Bros. Heirs North 32 degrees 33 minutes 00 seconds West 3805.53 feet to a point on the bank of Little Clearfield Creek, said line passing through a 3/4 inch iron pin beside a 10 inch witnessed tree being back 67.00 feet from said creek; thence along Little Clearfield Creek the following courses and distances: North 65 degrees 25 minutes 00 seconds East 334.32 feet; North 78 degrees 46 minutes 00 seconds East 56.00 feet to a point at the westerly corner now or formerly of Brian B. Witherow, said point being North 32 degrees 01 minutes 00 seconds West 147.02 feet from a 3/4 inch iron pin; thence along land now or formerly of Brian B. Witherow South 32 degrees 01 minutes 00 seconds East 3730.14 feet to a railroad spike on the centerline of L.R. 17038, said line passing through a 3/4 inch iron pin being back 30.00 feet from the said railroad spike; thence along centerline of said L.R. 17038 the following courses and distances: South 58 degrees 24 minutes 40 seconds West 183.78 feet; South 53 degrees 19 minutes 00 seconds West 165.14 feet to a railroad spike and the place of beginning. Containing 31.46 acres.

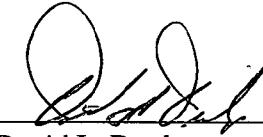
NOW, THEREFORE, it is hereby stipulated by and between the said parties as part of the said Contract and for the consideration set forth, that before any of the above construction is commenced, neither the undersigned CONTRACTOR, any sub-contractor or Materialman, nor any other person furnishing labor or materials to the said CONTRACTOR under the contract above referred to, shall file a lien commonly known as a Mechanic's Lien, for work done or materials furnished to the said building or any part thereof.

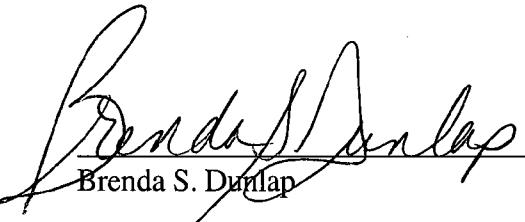
This stipulation is made and intended to be filed with the Clearfield County Prothonotary in accordance with the requirements of the Act of Assembly of Pennsylvania in such cases made and provided.

CONTRACTOR acknowledges that he, it or they have inspected the land in question and that no part of it has been disturbed by the CONTRACTOR or any one claiming by or through him prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties have properly executed this Agreement the day and year first above written.

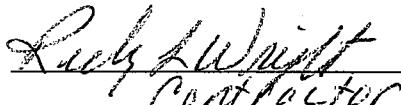
**OWNERS:**

  
\_\_\_\_\_  
David L. Dunlap

  
\_\_\_\_\_  
Brenda S. Dunlap

**CONTRACTOR:**

WRIGHT BROTHERS CONSTRUCTION

  
\_\_\_\_\_  
Lucy L. Wright  
Contractor

Name and Title

**AFFIDAVIT**

STATE OF PENNSYLVANIA :  
:SS  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared DAVID L. DUNLAP and BRENDA S. DUNLAP, husband and wife, who being duly sworn according to law deposes and says that they are the Owners in the foregoing Waiver of Mechanic's Lien, and further that they executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1ST day of November, 2005.

  
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Holly A. Bressler  
Notary Public

NOTARIAL SEAL HOLLY A. BRESSLER, Notary Public Clearfield Boro, Clearfield Co., PA My Commission Expires Sept. 12, 2006
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AFFIDAVIT

STATE OF PENNSYLVANIA :  
:SS  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared Rick L. Wright, who being duly sworn according to law deposes and says that he is the owner of WRIGHT BROTHERS CONSTRUCTION in the foregoing Waiver of Mechanic's Lien, and further that he executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of November, 2005.

  
Notary Public

NOTARIAL SEAL  
HOLLY A. BRESSLER, Notary Public  
Clearfield Boro, Clearfield Co., PA  
My Commission Expires Sept. 12, 2006