

2007-807-CD
Daniel Meyer vs Daniel Meyer et al

2007-807-CD
Daniel Meyer vs Daniel Meyer et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DANIEL M. MEYER,

Plaintiff,

vs.

DANIEL M. MEYER, d/b/a CENTURY
CUSTOM HOMES & GARAGES,

Defendant.

: No. 07 - 807 - C.D.

: Type of Pleading: WAIVER OF RIGHT
: TO FILE MECHANICS' LIEN

: Filed on Behalf of: DANIEL M. MEYER,
: Plaintiff

: Counsel of Record for this Party:

: PAULA M. CHERRY, ESQ.
: Supreme Court No.: 36023

: GLEASON, CHERRY AND CHERRY, L.L.P.

: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505

: (814) 371-5800

FILED
05/24/2001 Atty Ad.
MAY 24 2001 00.00
2CC Atty
William A. Shaw
Prothonotary/Clerk of Courts
Cherry

WAIVER OF RIGHT TO FILE MECHANICS' LIEN

KNOW ALL MEN BY THESE PRESENTS, that **DANIEL M. MEYER**, of 204 Hilltop Drive, Kersey, Pennsylvania 15846 ("OWNER"), and **DANIEL M. MEYER, d/b/a CENTURY CUSTOM HOMES & GARAGES**, with an address of 204 Hilltop Drive, Kersey, Pennsylvania 15846 ("CONTRACTOR"), is constructing a building and other improvements upon the following described premises as part of the consideration for which agreement this Waiver of Liens is given:

ALL that certain tract of land designated as Lot No. 12, Section 8-A, "Barbuda" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, Page 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

NOW, THEREFORE, CONTRACTOR, intending to be legally bound hereby, in consideration of the sum of One Dollar (\$1.00) to **CONTRACTOR** in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby, for **CONTRACTOR** and any and all subcontractors, materialmen and parties acting for, through or under **CONTRACTOR**,

him, it, them, or any of them, or anyone, covenant and agree with **OWNER** that no mechanics' liens or claims shall be filed or maintained by **CONTRACTOR**, him, it, them or any of them, or any one, against the above-described real estate, or the building or other improvements erected or to be erected thereon, or any of them, or the estate (including a leasehold estate), interest or title thereto of **OWNER**, for or on account of any work done or materials furnished relating to the construction and completion of said building or other improvements, or any of them, or otherwise; and **CONTRACTOR**, for **CONTRACTOR** and any and all subcontractors, materialmen and parties acting through or under **CONTRACTOR**, him, it, them or any of them, hereby expressly waives and relinquishes the right to have, file or maintain any mechanics' liens or claims against said real estate or building or other improvements or any of them.

CONTRACTOR hereby covenants, promises and agrees that all subcontractors, material suppliers, and laborers on the work shall look to and hold **CONTRACTOR** personally liable for all subcontracts, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against **OWNER**, or any other person with an estate (including a leasehold estate) in the above-described property, for any work done or labor or materials furnished.

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 construction and completion of said building or other improvements as to any work and labor done and materials furnished.

CONTRACTOR hereby represents and warrants that prior to the date hereof no work has been done and no materials have been furnished with regard to the construction or with regard to any supplemental contract, verbal or written, or contract for extra work in or about the construction and completion of any building or other improvements on the above-described property.

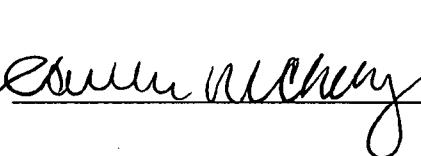
In order to give **OWNER** and any person having an estate in the above-described property (including a leasehold estate), full power and authority to protect himself and themselves, the above-described property, the building or other improvements to be constructed thereon, and the curtilages appurtenant thereto, against any and all liens or claims filed by the **CONTRACTOR** or anyone acting under or through it in violation of the foregoing covenant by **CONTRACTOR**, the **CONTRACTOR** hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as attorney for him, it, them, or any of them, in any such Court, and in his, its or their name or names, (a) to the extent permitted by law, to mark satisfied of record at the cost and expense of **CONTRACTOR** or of any subcontractor, laborer or material supplier, any and all claims or liens filed in violation of the foregoing waiver and covenant, or (b) to cause to be filed and served in connection with such claims or liens (in the name of **CONTRACTOR** or any subcontractor, laborer or material supplier, or anyone else acting under or through him, it or them) any pleading or instrument, or any amendment to any pleading or instrument previously filed by him, it or them, 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, and a reference to the court, term and number in which and where this Waiver of

Liens shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the **CONTRACTOR** for himself, itself and for them does hereby remise, release and quitclaim all rights and all manner of errors, defects and imperfections, whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

This agreement and Waiver of Liens is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County of Clearfield, Commonwealth of Pennsylvania, or other proper place in which the above-described lands are located, within ten (10) days after the date hereof in accordance with the requirements of law in such case provided.

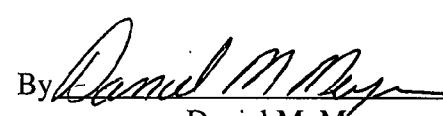
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 24th day of May, 2007.

WITNESS:

  (SEAL)
Daniel M. Meyer
("Owner")

WITNESS:

DANIEL M. MEYER, d/b/a
CENTURY CUSTOM HOMES & GARAGES:

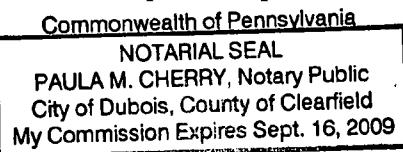
 By  (SEAL)
Daniel M. Meyer
("Contractor")

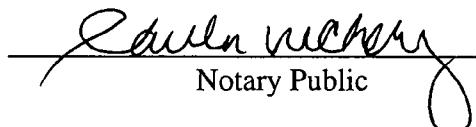
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

On this, the 24th day of May, 2007, before me, a Notary Public, personally appeared DANIEL M. MEYER, 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.

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

My commission expires: September 16, 2009



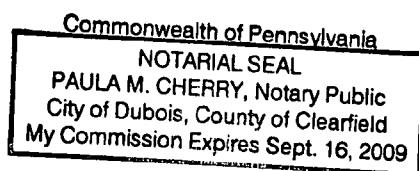

Notary Public

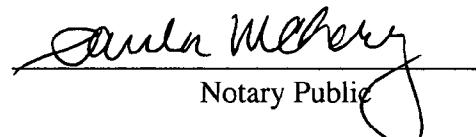
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

On this, the 24th day of May, 2007, before me, a Notary Public, personally appeared DANIEL M. MEYER, d/b/a CENTURY CUSTOM HOMES & GARAGES, 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.

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

My commission expires: September 16, 2009




Notary Public