

08-1405-CD
David Wildauer al vs Granite Express.

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

DAVID G. WILDAUER &
JULIA A. WILDAUER, Owners

: NO. 2008-1405-CV

and

: Type of Pleading: WAIVER OF RIGHT
: TO FILE MECHANIC'S LIEN CLAIM

GRANITE EXPRESSIONS LLC.

: Filed on behalf of: DAVID G.
: WILDAUER & JULIA A. WILDAUER

: Counsel of record for this party:

: GARY A. KNARESBORO, ESQUIRE
: Supreme Court I. D. No. 52097
: Gary A. Knaresboro, Esquire
: Attorney at Law
: 33 Beaver Drive, Suite 2
: DuBois, PA 15801
: Phone: (814) 375-2311
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FILED
JUL 30 2008
0/30/08
William A. Shaw
Prothonotary/Clerk of Courts
No 4C

WAIVER OF RIGHT TO FILE MECHANIC'S LIEN CLAIM

WAIVER OF LIENS

This instrument is executed this 29 day of July, 2008, by
GRAPTE EXPRESSIONS ("Contractor") (or "Subcontractor") in
favor of David & Julia Wildauer ("Owner")

WITNESSETH:

A. Contractor is a contractor within the meaning of the Mechanics Lien Law of 1963.

B. Owner and Contractor intend to enter or have entered into a certain contract ("Contract") in connection with CONSTRUCTION on a parcel of ground known as 500 E. SHERIDAN Ave, DuBois, Pennsylvania ("Property"), described as follows:

SEE Exhibit "A".

C. Contractor has, by this instrument and the promises contained herein, covenanted, promised and agreed that no mechanic's or materialmen's liens shall be filed or maintained against the estate or title of Owner 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 or for extra work.

NOW THEREFORE, in consideration of the contract and the covenants of Owner therein contained, and the sum of one dollar (\$1.00) paid in hand to contractor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Contractor, for itself and anyone 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 lien, and does hereby covenant, promise and agree that no mechanic's lien or other lien of any kind whatsoever shall be filed or maintained against the estate or title of Owner in the Property or the appurtenances thereto, by or in the name of Contractor, or any subcontractor, materialman or laborer acting or claiming through or under the Contractor 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. No part of any construction loan or loan proceeds shall be, at any time, subject or liable to attachment or levy at the suit of Borrower, general contractor, subcontractor or materialman, or any creditor thereof.

3. 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 Contract on the Property to the same extent as any work and labor done and materials furnished under the Contract.

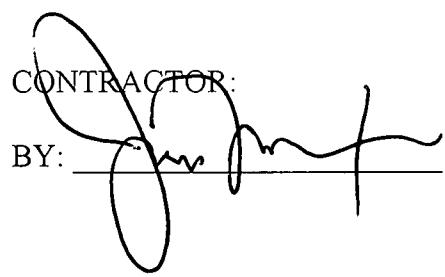
4. In order to give Owner full power and authority to protect itself, the Property, the estate or title of Owner therein, and the appurtenances thereto, against any and all liens filed by Contractor or anyone acting under or through it in violation of the foregoing covenant, contractor hereby irrevocably authorizes and empower 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 or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of Contractor 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 or them, 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, for itself and for them, hereby remises, releases and quit-claims 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. In the event anyone acting through or under Contractor shall so file a lien in violation of the foregoing covenant, Owner may not exercise its rights under this 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.

5. It is the intention of the parties that this waiver shall be recorded 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 has executed this instrument as of the day and year first above written.

Attest:

CONTRACTOR:

BY: 

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

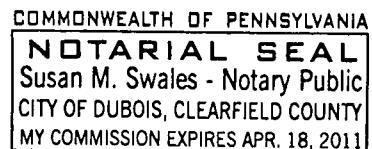
On this 25th day of July, 2008, before me, the undersigned officer, personally appeared James Martin, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

 (SEAL)

Notary Public

My commission expires: April 18, 2011



All that certain lot or piece of ground situate in the Third Ward of the City of Dubois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

Beginning at a point on the South Street line of East Sheridan Avenue, said point being a common corner of Lot No. 53 and 54; thence South 57 degrees 26' East along line of East Sheridan Avenue a distance of 58.73 feet to a point of curve; thence continuing along East Sheridan Avenue by a curve to the right having a radius of 284.67 feet, the chord of which has a course of South 53 degrees 55' East a distance of 36.5 feet to the Northeast corner of Lot No. 55; thence South 49 degrees 46' West along Lot Nos. 55 and 56 a distance of 135.7 feet to a point; thence North 62 degrees 42' West a distance of 70.9 feet to a point at the Southeast corner of Lot No. 53; thence North 37 degrees 46' East a distance of 129.0 feet to a point on East Sheridan Avenue and place of beginning. BEING Lot No. 54 in Fairway Terrace.

BEING the same premises which were conveyed to David G. Wildauer and Julia A. Wildauer, by deed dated September 22, 1994, and recorded on October 10, 1994, in the Clearfield County Recorder of Deed's Office in Volume 1636, Page 328.

Quotation

Granite Expressions LLC
305 Aspen Way
Du Bois, Pa 15801
Ph 814-375-5520
Fax 814-375-5560

Customer Job Name
DAVE & JULIE WILDAUER 0 0
0 0
0 0
Ph 0
205-1469 Ph 0

Date	5/1/08
Quote #	8181A
Sales Rep	JM

ADD \$250.00 TO TEAR OUT/AND RESEND IT + PARTS

Edge Upgrades are to be added to total price. Std Eased Edge is included

Please read & Sign Addendum

Granite Expressions LLC.

Granite Expressions llc
305 Aspen Way DuBois, Pa. 15801
Ph 814-375-5560 Fax 814-375-5560

Addendum

	Customer	Designer
Ph	DAVE & JULIE WILDAUER	0
Fax	0	0
Ph	0	0
Fax	0	0

1. I understand that stone is a product of nature; And as a result vein direction & other similarities may vary from slab to slab & I accept these variations.
2. All walls & cabinets Must be clean, Square & Plumb . Cabinets must be permanently secured to the walls and / or floor before templating.
3. Unless otherwise specified in this document the customer is responsible for any disconnections & reconnection of any Plumbing, Electrical & Gas.
4. Unless otherwise specified in this document the customer is responsible for removing existing countertops prior to templating
5. For template to be done correctly. Please be sure to have counters COMPLETELY cleared off on day of template
6. If countertops are not removed. Granite Expressions will not be responsible for uneven walls, warped and/ or unlevel cabinets etc.
7. Sinks, Faucets & all appliances coming in contact with stone Must be on the jobsite prior to templating
8. If we arrive & the above items are not complete we will not template & a \$100.00 trip fee will be added to job total
9. Countertop seams will be placed at Granite Expressions llc. Discretion along with the location of slab veining, markings or other color variations.
10. The total purchase price of this agreement reflects the design & quality as per the attached drawing & is subject to change based upon field measurements.
11. Supports are necessary for any countertops with the overhang exceeding 6" for 2cm stone & 12" for 3cm stone.
12. Any required supports are to be supplied & installed by others unless previously arranged in writing by Granite Expressions llc.
13. I understand that samples may not be an exact indication of what slabs will look like on a large scale.
14. DEPOSITS ARE NON REFUNDABLE
15. All material is guaranteed to be as specified, And the above work to be performed in accordance with the drawings & specifications submitted
16. Granite & Marble stone are product of nature, therefore, subject to variations in color, shading, markings, texture, veining, small pitting & fissures that are due to the natural occurrence of stone. These are the characteristics & beauty of natural stone and are to be expected
17. Granite Expressions llc. Will not assume responsibility for any of the natural characteristics of the stone
18. All changes must be in writing.
19. A Deposit of 1/2 of the total price is required at or by the templating date
20. FINAL PAYMENT IS DUE AT TIME OF INSTALLATION.

Sales Person *J. Schellhase*
Date _____

Date 7/29/08

Purchaser *J. Schellhase*
Date 7/29/08

Granite Expressions llc.

Gary A. Knaresboro, Esquire

33 BEAVER DRIVE, SUITE 2
DUBOIS, PA 15801
TELEPHONE (814) 375-2311
FAX (814) 375-2314

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