

08-1406-CD  
David Wildauer al vs Baker Concrete

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

DAVID G. WILDAUER &  
JULIA A. WILDAUER, Owners

: NO. 2008-1406-C

and

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

BAKER CONCRETE CONSTRUCTION

:  
: FILED  
: JUL 30 2008  
: 013130/c  
: William A. Shaw  
: Prothonotary/Clerk of Courts  
: Filed on behalf of: DAVID G. No 96  
: 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  
: Fax: (814) 375-2314

WAIVER OF RIGHT TO FILE MECHANIC'S LIEN CLAIM

WAIVER OF LIENS

This instrument is executed this 29 day of July, 2008, by  
BAKER CONCRETE CONSTRUCTION ("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 520 E. SHERMAN 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:

Kriss Baker

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD :  
: SS

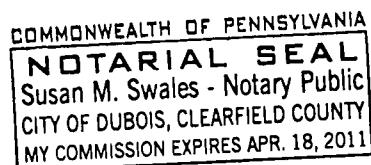
On this 25<sup>th</sup> day of July, 2008, before me, the undersigned officer, personally appeared Kriss Baker, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Susan M. Swales (SBAL)

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.

# Baker Concrete Construction

P.O. Box 153

Knox Dale, PA 15847

Phone (814) 849-3902

Fax (814) 849-2390



Name: **Dawn & Billie Wildauer**

Date: **May 6, 2008**

Project: **Driveway**

DESCRIPTION	TOTAL
<p>This estimate is to tear out an existing blacktop driveway and replace it with a concrete driveway approximately 57'x17'.            Haul off of material excavated is included in this price.            All new concrete will be cured and sealed with an industrial strength sealer.            Baker Concrete will supply all materials, labor, machine time, etc.            Not responsible for cracking due to freeze and thaw.</p>	<b>\$5,463.00</b>
<p>Dig and install a French drain on the east side of the house and exiting through the yard.</p>	<b>\$1,300.00</b>
<p>50% deposit due day of job start with remainder due day of job completion.</p>	<b>€8,763.00</b>
<p>All estimates are good for 30 days.</p>	

Name Dawn S Wildauer

Dawn S Wildauer  
Dawn S Wildauer  
Dawn S Wildauer  
Contractor

Date 7/29/08

Customer signature or initials of authorized personnel is required

*Gary A. Knareshoro, Esquire*

33 BEAVER DRIVE, SUITE 2

DUBOIS, PA 15801

TELEPHONE (814) 375-2311  
FAX (814) 375-2314

Prothonotary/Clerk of Courts  
William A Shaw

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