

01-1999-0D  
C.B.F. CONTRACTING, INC. -vs- CHRISTOPHER WELT

FILED

01-1999-00

DEC 13 2001

William A. Shaw  
Prothonotary

**NO-LIEN AGREEMENT**

**THIS AGREEMENT** made and entered into the 13<sup>th</sup> day of November, 2001, by and between **C.B.F. CONTRACTING, INC.**, a corporation of P. O. Box 186, Sligo, Pa. 16255, hereinafter designated as **Contractor**, and **CHRISTOPHER NEIL**, of 2215 Chestnut Ridge Drive, Pittsburgh, Pennsylvania, hereinafter designated as **Owner**.

**WITNESSETH:**

**WHEREAS, Christopher Neil**, a Single Proprietor, hereinafter designated as "Owner", is the owner of a certain piece or parcel of land situated in Lawrence Township, Clearfield County, Pennsylvania, more particularly described in a deed to Christopher Neil from Eugenia U. Leitzinger, ETAL. dated May 17 2001.

**WITNESSETH:**

That by a certain written contract, dated November 10th, 2001, the **Contractor**, in consideration of the covenants to be performed and payments to be made by or on account of the **Owner**, did covenant and agree to furnish all labor and materials and perform all work necessary to complete in the most substantial manner and to the satisfaction and acceptance of the **Owner**, the completion of a project of which is known as CLEARFIELD FAMILY PLANNING, CLEARFIELD, PENNSYLVANIA; in accordance with Proposal and Acceptance dated November 10, 2001, at Box 153 Park Avenue, Clearfield, Pennsylvania..

NOW, THEREFORE, the **Contractor**, in consideration of the sum of One (\$1.00) Dollar and of the covenants and provisions in said contract contained, does hereby covenant, stipulate and agree, and it is also covenanted, stipulated and agreed in the above recited contract, as follows: To perform in accordance with specifications and plans, construction of a new 2880 Sq. Ft. Split Faced Masonry and Wood Frame Office Building with an unfinished basement.

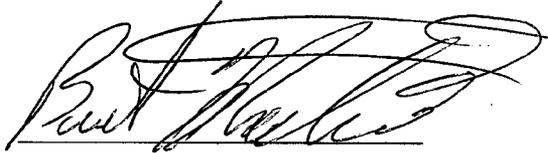
That there shall be no lien or right to file a lien, commonly called a mechanic's lien, against the structure or improvements contracted for in the above recited contract, or any part or parts thereof, or the site thereof, for work or labor done or materials furnished in the performance of the work embraced in said recited contract, or any part or parts thereof, or extra work thereunder or changes made therein; and that no such lien or claim

shall be filed, or in any way attempted to be enforced by, or on behalf of, the contractor, or by or on behalf of, any sub-contractors, material men or other persons concerned in or about the performance of the work embraced in said contract; nor shall there be any claim for work or materials against the **Owner** its successors or assigns, other than the legal claim of the **Contractor** as provided in said contract.

It is the full intent of the **Contractor**, for itself and for any sub-contractors or material men claiming for themselves, or by, through or under the contract, that the right to file a mechanics' lien, under the provisions of Acts of Assembly in such cases made and provided, for work done or materials furnished in and about the erection, construction or repairs of the building and improvements above described, is hereby waived.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day and year first written.

WITNESSES:



C.B.F. CONTRACTING, INC.

Contractor

By: Rodney R. Fluh

Title: President

CHRISTOPHER NEIL

Owner



By: Chkeph Neil

Title: \_\_\_\_\_

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William A. Shaw

Prothonotary

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