

02-547-CD
JAMES LEROY DUNLAP etux -vs- NEWLAND BUILDINGS

FILED

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William A. Shaw Prothonotary
20- — ATTORNEY GENERAL
CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 5 day of April, 2002, by and between **JAMES LeROY DUNLAP and SANDRA ANN DUNLAP**, husband and wife, of R.D. # 2, Box 478, DuBois, Clearfield County, Pennsylvania, hereinafter "Owners" and **NEWLAND BUILDINGS**, hereinafter "Contractor", of Slippery Rock, Pennsylvania.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do agree as follows:

1. The Contractor for himself and anyone else acting or claiming through or under him, intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanics' lien, claim or notice of intention to file any lien or claim, and does hereby covenant, promise and agree that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the improvements or the estate or the title of the Owners in the property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor or any subcontractor, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the improvements or the property or any part thereof, or on credit thereof, and that all subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all subcontractors, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owners for any work done or labor or materials furnished under the Contract for and about the erection, construction and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. The Contractor does hereby remise, release and waive for himself, subcontractor and

materialmen the right under the Act of Assembly entitled the Mechanics' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL that certain piece, parcel or lot of ground situate in Brady Township, Clearfield County, Pennsylvania, as more particularly described on Exhibit "A" attached hereto.

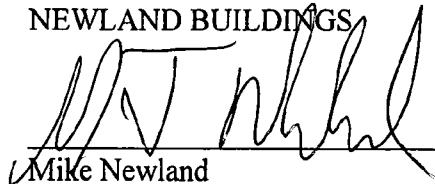
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.


4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the work "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

NEWLAND BUILDINGS

BY


Mike Newland


James LeRoy Dunlap, Owner

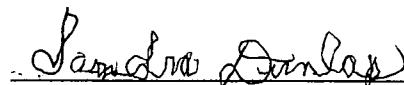

Sandra Ann Dunlap, Owner

EXHIBIT "A"

ALL that certain piece or parcel of land situate in Brady Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an existing cut stone, said stone being the common corner of lands of Raymond Bush et al., Vernon R. Keagle et al., and Joseph A. Garman et al., and being the northwest corner of the herein described parcel; thence South 83° 40' East along the lands of Vernon R. Keagle a distance of 233.24 feet to an existing iron pipe set by previous survey, said iron pipe being the northwest corner of lands of Daniel J. Duttry et al. and being North 83° 40' West a distance of 440.84 feet from another cut stone; thence South 05° 44' West along the lands of Daniel J. Duttry et al., other lands of James L. and Sandra A. Dunlap, and lands of Irene P. Peterson a distance of 602.05 feet to an existing iron pipe set by previous survey, said iron pipe being the southwest corner of Irene Peterson; thence South 83° 47' East along the lands of Irene P. Peterson and through the western right of way for L.R. 17016 a distance of 641.70 feet to a P.K. nail set by this survey, said nail being in the centerline for said road and being the northeast corner of the herein described parcel; thence South 22° 56' West along the center line for L.R. 17016 and lands of Paul Kohler a distance of 245.39 feet to a P.K. nail set by this survey; thence South 24° 20' West along said centerline and along lands of Paul Kohler and Bernard J. Wells et al., a distance of 243.56 feet to a P.K. nail set by this survey, said nail being the northeast corner of the herein described parcel; thence North 68° 15' West along the lands of Clyde Miller and through the western right of way for L.R. 17016 a distance of 208.27 feet to an existing iron pipe set by previous survey, said iron pipe being the Northwest corner of Clyde Miller; thence North 49° 52' West along the lands of Elsie E. King a distance of 648.93 feet to an existing iron pin set by previous survey, said iron pin being the southeast corner of Joseph A. Garman et al., and being the southwest corner of the herein described parcel; thence North 06° 46' East along the lands of Joseph A. Garman et al. a distance of 633.04 feet to a stone the place of beginning.

CONTAINING 391,948 square feet or 8.998 acres together with no buildings or structures.

BEING SUBJECT to the western right of way for L.R. 17016 and to utility (electric) right of ways and being shown on the hereto attached plat.

BEING the same premises as surveyed and drawn by Lionel Alexander, Registered Professional Surveyor, said plat is under date of August 20, 1981 and is intended to be recorded in the Clearfield County Courthouse for a more particular description.

BEING the same premises which was conveyed to James LeRoy Dunlap and Sandra Ann Dunlap, husband and wife, as Tenants by the Entireties, by deed of Edith Delp, widow, dated January 28, 1982, and recorded in the Clearfield County Recorder's Office in DBV 826 at page 368