

02-729-CD
JOHN SPEARLY CONST INC -vs- CLEARFIELD HOSPITAL

2002 - 722-00

Stipulations Against Liens

THIS AGREEMENT made the 3rd day of MAY, 2002 by and between JOHN SPEARLY CONST. INC., hereinafter referred to as Contractor, and CLEARFIELD HOSPITAL, hereinafter referred to as Owner, whereby the former undertook and agreed to ~~RELOCATE~~ PHYSICAL AND OCCUPATIONAL THERAPY to an existing building on that certain lot of ground situated in the Borough of CLEARFIELD, and State of Pennsylvania. Deed Book _____, Page _____, Deed Book _____, Page _____.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the said Contractor, for an in consideration of the sum of (\$1.00) Dollar to is in have paid by Owner, the receipt whereof is hereby acknowledged, and the further consideration mentioned in the agreement aforesaid, for themselves and their subcontractors, and all parties acting through or under them, covenant and agree that no mechanic's liens or claims shall be filed or maintained by them or any of them against the said buildings and the lot of ground appurtenant thereto for or on account of any work done or materials furnished by them or any of them under said contract or otherwise, for, towards, in, or about the erection and construction of the said buildings on the lot above described, and the said Contractor, for themselves, their subcontractors and others under them hereby expressly waive and relinquish the right to have, file, and maintain any mechanic's liens or claims against the said buildings or nay of them, and agree that this instrument, waiving the right of lien, shall be an independent covenant.

FILED

MAY 08 2002
0/10:05/05
William A. Shaw
Prothonotary
P.O.
20.00

WITNESS our hands and seals this 8TH day of MAY, 2002.

Signed, Sealed and Delivered
in the Presence of

By [Signature]
Contractor

Seal

By [Signature]

CLEARFIELD HOSPITAL

Seal