

02-835-CD  
BEAU T. CALDWELL et al -vs- JOHN ROKOSKY CONTRACTING

02-835-0  
FILED

01049-01

MAY 24 2002 10:00 AM  
cc

CONTRACTOR'S WAIVER OF LIENS

William A. Shaw  
Prothonotary

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of May, 2002,  
by and between Beau T. Caldwell and Carol L. Smith, hereinafter "Owners", of RD 1  
Narrows Creek Road (Parcel #128-003-000-074, 071), DuBois, PA 15801, and John  
Rokosky Contracting, hereinafter "Contractors" of RD 1, Falls Creek, PA 15840,

**See Exhibit "A" which is attached hereto, incorporated herein, and made a  
part hereof as though fully set forth herein**

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 Owner 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 Owner 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 the Township of Sandy,  
County of Clearfield, State of Pennsylvania:

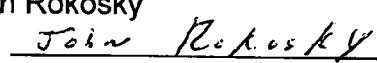
3. This Agreement waiving the right of lien shall be an independent covenant  
and shall operate and be effective as well with respect to work done and materials  
furnished under any supplemental contract for extra work in the erection, construction

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 word "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.

Witness:  
(SEAL)

  
John Rokosky  
By:   
(type or print name)

(SEAL)

(SEAL)

  
Borrower: Beau T. Caldwell

(SEAL)

  
Borrower: Carol L. Smith