

02-1446-CD
DIOCESE OF NORTHWESTERN PENNA vs. VON KENSINGER ROOF IN

THE DIOCESE OF NORTHWESTERN : IN THE COURT OF COMMON PLEAS
PENNSYLVANIA :
Owner : OF CLEARFIELD COUNTY,
and : PENNSYLVANIA

FILED

VON KENSINGER, t/a VON KENSINGER
ROOFING

Contractor

NO. 2002-1446-CD

SEP 18 2002
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William A. Shaw
Prothonotary
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MECHANIC'S LIEN WAIVER

THIS AGREEMENT is made and entered into this 11th day of September, 2002
by and between The Diocese of Northwestern Pennsylvania, ("Owner") and Von Kensinger, t/a
Von Kensinger Roofing, ("Contractor").

WHEREAS, the Owner has previously entered into a contract with the Contractor for the
replacement of the Church roof in accord with certain plans and specifications, and for the
furnishing and providing of materials and labor necessary therefore upon the following plots of
ground: All that certain piece or parcel of land located in the Borough of Osceola Mills,
Clearfield County, Pennsylvania, commonly known as St. Lawrence Church, Osceola Mills,
Pennsylvania, the same being identified as Lot No. 86 on the general Plan of the Borough of
Osceola Mills, being the same property more fully described in the deed recorded on May 14,
1921 in Clearfield County Deed Book 25, at Page 267.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, it is hereby stipulated and agreed by and between the parties as follows:

A. Before any construction is commenced, the Contractor, for himself, herself, itself, themselves, his, her, its and their subcontractors and/or suppliers of materials, and all parties acting through or under him, it or them, covenants and agrees that no mechanics' claims or liens shall be filed or maintained by him, them, or any of them against the buildings and the lots of ground appurtenant thereto, or any of them, for or on account of any work done or materials furnished by him, them or any of them, under any Contract or otherwise, for, towards, in or about the erection, construction, alteration and/or repair of the said buildings and/or improvements, or any of them, and Contractor, for himself, herself, itself, themselves, his, her, its and their subcontractors and/or suppliers of materials, and others under him, her, it or them, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' lien or claim against the buildings and/or improvements and the lots of ground appurtenant thereto, or any of them. This agreement waiving the right of lien shall be an independent covenant and shall also operate and be effective with respect to work and labor done and materials furnished under any supplemental contract, verbal or written, or contract for extra work, in the erection, construction, alteration and/or repair of the said buildings and/or improvements as to work and labor done and materials furnished under any Contract.

B. This Agreement is made and intended to be filed with the Office of the Clearfield County Prothonotary in accord with the requirements of Law, and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, administrators and/or assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on
the day and year first above written.

THE DIOCESE OF NORTHWESTERN PENNSYLVANIA

By Robert A. Dowling OWNER
Bishop

VON KENSINGER t/a VON KENSINGER ROOFING

By Von E. Kensinger CONTRACTOR
Von Kensinger Roofing

To the Prothonotary:

Please cross-index this Agreement such that it is indexed in the name of the Contractor
as defendant and the Owner as plaintiff and also in the name of the Contractor as plaintiff and
the Owner as defendant, in accord with 49 P.S. Section 1402.

FILED

SEP 18 2002

William A. Shaw
Prothonotary