

03-1103-CD  
HAUBERT HOMES, INC. vs. NAVNIT S. PATEL, et al.

# NON-LIEN AGREEMENT

2003-1103-C0

This Agreement, made and entered into this ....24th..... day of ....July..... in the year ...2003..., is by and between .....HAUBERT HOMES, INC....., Contractor, and .....NAVNIT S. PATEL AND MEENA N. PATEL, H/W....., Owner, for .....HOME CONSTRUCTION....., Project, at .....LOT #65 ROCKY BEND ROAD, LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, 16830 Premises.

Whereas, Contractor and Owner have entered into a construction contract for the construction of the Project on the Premises:

**FILED**

SEE EXHIBIT "A"

JUL 28 2003 *Shaw*  
m 1 2003 p.m. 20  
William A. Shaw  
Prothonotary/Clerk of Courts

Now Therefore, in consideration of one (\$1.00) dollar and the mutual covenants, conditions and promises contained in the said construction contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, with the intention of being legally bound hereby, agree as follows:

1. Contractor, on behalf of himself/herself, his/her successor and assigns, and for and on behalf of all of his/her subcontractors, material men and all other persons furnishing labor, materials, supplies or services on the Project, hereby unconditionally waives, releases and relinquishes any and all liens, claims and rights to file any lien, against the Project or the Premises, including, without limitation, those liens arising under the Act of August 24, 1963, P.L. 1175, No. 497 (49 P.S. §1101 *et seq.*) commonly referred to as the "Mechanics' Lien Law of 1963," as amended, for work done or services or materials provided in connection with the Project.
2. Contractor hereby authorizes Owner and Owner's successors and assigns to plead this waiver of liens in bar of any suit or suits brought by Contractor or any subcontractors, material men, or other persons furnishing labor, material, supplies or services to establish a lien upon the Premises or Project for labor, services, material or equipment, or any of them, or otherwise, done, performed, furnished or delivered in connection with the Project heretofore or at any time hereafter.
3. This Agreement is made and intended to be filed with the Prothonotary of ....CLEARFIELD..... County, Pennsylvania prior to the commencement of construction of the Project.

In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.

*John E. Shaw*  
John E. Shaw  
[Witness]  
as to all  
[Witness]

[Witness]

HAUBERT HOMES, INC  
BY: *Michael C. Patel*  
[Contractor]

NAVNIT S. PATEL [Owner]  
*Navnit S. Patel*  
MEENA N. PATEL [Owner]  
*Meena N. Patel*

# NON-LIEN AGREEMENT

BETWEEN

HAUBERT HOMES, INC.

AND

NAVNIT S. PATEL AND

MELINA N. PATEL, H/W

## CERTIFICATE OF LOCATION

The undersigned certifies that the property covered by this Non-Lien Agreement is located in  
LOT #65, ROCKY BEND ROAD,  
CLEARFIELD, County, Pennsylvania.

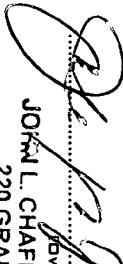
  
OWNER  
JOHN L. CHAFFO, JR., ESQUIRE  
220 GRANT STREET  
3RD FLOOR  
PITTSBURGH, PA 15219

EXHIBIT "A"

ALL that certain tract of land situated in Lawrence Township, Clearfield County, PA, being Lot Numbered 65, as shown on a Plan entitled, "River's Bend Subdivision, Subdivision Plan, Final Subdivision Plan, Phase I Overall Record Plan," dated December 11, 2001, by Penn Terra Engineering, Inc., State College, PA

BEING part of tax parcel number 123-0-93833.

BEING the same property which River's Bend Associates, L.P., by their Deed dattd July 24, 2003 and recorded herewith in the Recorder of Deeds Office of Clearfield County, granted and conveyed unto Navnit S. Patel and Meena N. Patel, husband and wife, Mortgagor's herein.