

2004-1172-CD  
Keith Newell vs Smith Builders

04-1172-CD  
KEITH J. NEWELL, et al VS  
SMITH BUILDERS

KEITH J. NEWELL and TINA J. NEWELL,  
and  
SMITH BUILDERS,

Owner(s)

Contractor(s)

IN THE COURT OF COMMON PLEAS,

County of Clearfield

State of Pennsylvania

No.

04-1172-05

Term,

## Mechanic's Lien Waiver

THIS AGREEMENT, Made and entered into this the 26th day of July, 2004, by and between the Owner(s) of 48 Goat Road, DuBois, PA 15801, and the Contractor(s) of R. D. 1, Box 32, Falls Creek, PA 15840.

WHEREAS, the Owner(s) have this day entered into a written contract with the Contractor(s) for the construction of a single family dwelling with structures appurtenant thereto, in accordance with certain plans and specifications, and for the furnishing and providing of materials and labor necessary therefor upon a plot of ground being all that certain piece or parcel of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, consisting of 2.85 acres and identified as Parcel No. E02-000-00054, with the Deed being recorded as Instrument Number 200315607.

FILED NO  
010-4381 cc

AUG 04 2004 Atty David  
King et al.  
William A. Shaw  
Prothonotary/Clerk of Courts  
20.00

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties as part of the said Contract and for the consideration therein set forth, before any of the above construction is commenced, that Contractor, for himself, herself, itself, themselves, his, her, its and their subcontractors, 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 this contract or otherwise, for towards, in or about the erection and construction of the said buildings, or any of them, and Contractor, for himself, herself, itself, themselves, his, her, its and their subcontractors, 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 or any of them, and that this agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well 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 and construction of the said buildings as to work and labor done and materials furnished under this contract.

This stipulation is made and intended to be filed with the Clearfield County Prothonotary in accordance with the requirements of the Act of Assembly of this State in such cases made and provided.

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

Keith J. Newell \_\_\_\_\_ L.S.  
Owner(s)

Tina J. Newell \_\_\_\_\_ L.S.  
Owner(s)

Terry M. Smith \_\_\_\_\_ L.S.  
Contractor(s)

**FILED**

**AUG 04 2004**

William A. Shaw  
Prothonotary/Clerk of Courts