

05-1933-CD
S & SP Deve. Vs Henry Industries

S&SP Develop vs Henry industries
2005-1933-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

S & SP DEVELOPMENT, LLC
Plaintiff

vs.

HENRY INDUSTRIES,
Defendant

NO. 05-1933-CD

Type of Case: Civil

Type of Pleading: Mechanic's Lien
Waiver

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
David P. King, Esquire
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P. O. Box 1016
DuBois, PA 15801
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Supreme Court No. 22980

FILED

9/3:45pm

DEC 12 2005

Pa \$2000 Atty
No CC.

William A. Shaw
Prothonotary

S & SP DEVELOPMENT, LLC,

and

HENRY INDUSTRIES,

Owner(s)

Contractor(s)

IN THE COURT OF COMMON PLEAS,

County of Clearfield

State of Pennsylvania

No.

Term,

Mechanic's Lien Waiver

THIS AGREEMENT, Made and entered into this the _____ day of December, 2005, by and between the Owner(s) of 1047 Treasure Lake, DuBois, PA 15801,

and the Contractor(s) of R. D. 2, DuBois, PA 15801.

WHEREAS, the Owner(s) have this day entered into a written contract with the Contractor(s) for the construction of a residential dwelling,

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, and in the Treasure Lake Subdivision of the same, and identified as Lot No. 690, Section No. 14C in said Subdivision.

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 the Act of Assembly of this State in such cases made and provided.

Clearfield

County Prothonotary in accordance with the requirements of

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

L.S.

L.S.

L.S.

Owner(s)

Contractor(s)

Henry Dougherty
Henry Industries