

01-576-CD
CHESTER M. SHUGERTS, III et ux -vs- BRYAN GMEREK

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

01-576-CD

NO. 01- -WML

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 18th day of April, 2001, BETWEEN
CHESTER M. SHUGERTS, III and SHARON L. SHUGERTS, husband and wife, of R.R.
#1, Box 457, Woodland, Pennsylvania 16881, herein referred to as Owners,

- A N D -

BRYAN GMEREK, of R.R. #1, Woodland, Clearfield County, Pennsylvania 16881, herein
referred to as Contractor,

WHEREAS, CHESTER M. SHUGERTS, III and SHARON L. SHUGERTS,
husband and wife, Owners herein, is about to execute contemporaneously herewith, a
contract, with BRYAN GMEREK, Contractor herein to provide materials and/or to
perform labor necessary for the construction and erection or the alteration and repair of
(a) building(s) upon those certain pieces or parcels of land situated in Bradford
Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and
described as follows:

ALL that certain piece, parcel or plot of ground situate in Bradford Township, Clearfield County,
Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the north side of a private road leading to PA Route 970, said iron
pin being North 81 degrees 30 minutes East 68.97 feet from the northwest corner now or formerly
of James Reed, and said iron pin being the southwest corner of the land herein described; thence
along said private road South 81 degrees 40 minutes East 192.32 feet to an iron pin; thence
though residue of land of James A. LeGrande, Jr. and Hazel E. LeGrand North 0 degrees 05
minutes West 101.25 feet to an iron pin; thence by same South 80 degrees 19 minutes West 146.91
feet to an iron pin; thence by same South 41 degrees 30 minutes West 66.58 feet to an iron pin and
the place of beginning. Containing 0.289 acres.

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NOW, the day and date first above written, and at the time of and
immediately before the execution of the principle contract, and before any authority has
APR 23 2001

William A. Shaw
Prothonotary

been given by the said owners to the said contractor to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with owner and the further consideration of one (\$1.00) to contractor paid by owner, it is hereby agreed by and between the said parties hereto that the said contractor for themselves and their sub-contractor and all parties acting through or under them, covenant and agree that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the said building and lot of ground appurtenant thereto, for or on account of any work done or materials furnished by them, or any of them, under the principle contract or otherwise for, toward, in, or about the erection and construction of the said building, and the said contractor, for themselves and their sub-contractor and others under them, hereby expressly waive and relinquish the right to have or maintain any mechanics lien or claim against the said building or the lot of ground appurtenant thereto, and that this agreement waiving the right of lien shall be an independent covenant.

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

WITNESSES:

Jennifer A. Michaels
[Signature]

By *Bryan Gmerck*
BRYAN GMEREK, Contractor

Chester M. Shugerts III
CHESTER M. SHUGERTS, III, Owner

Sharon L. Shugerts
SHARON L. SHUGERTS, Owner

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01:00 PM
William A. Shaw
Prothonotary

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