

01-637-CD
JOHN PARRADA et ux -vs- JERRY DIPKO et al

STIPULATION AGAINST MECHANIC'S LIENS

JOHN PARADA and
JENNIFER PARADA,
Husband and Wife,
Owners } In the Court of Common Pleas
vs. } of Clearfield County,
} Pennsylvania
} 2001-637-40
} Number _____ Term 2001
JERRY DIPKO t/a }
JERRY'S BACKHOE AND }
HAULING, a sole }
proprietorship, }
Contractor }

WHEREAS, John Parada and Jennifer Parada of 406 Loch Lomond Road, B 10, Philipsburg, Pennsylvania, 16866 (hereinafter referred to as "Owners") are about to execute, contemporaneously herewith, a contract, with Jerry Dipko, t/a JERRY'S BACKHOE AND HAULING, a sole proprietorship (hereinafter referred to as "Contractor"), of P.O. Box 17, Brisbin, Pennsylvania 16620, providing for the construction and/or erection of improvements in and upon a parcel of land situate in Decatur Township, Clearfield County, Pennsylvania, more fully described in Exhibit A which is attached hereto and made a part hereof (hereinafter referred to as the "Subject Premises").

NOW, January 31st, 2001, at the time of and/or immediately before the execution of the aforesaid contract, and before any authority has been given by Owners to Contractor to commence the construction and/or erection of the

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aforesaid improvements in and upon the Subject Premises and before Contractor has commenced the construction and/or erection of the aforesaid improvements, and in further consideration of One Dollar (\$1.00), to Contractor paid by Owners, it is agreed that no lien shall be filed against the Subject Premises by Contractor, or any sub-contractor of Contractor, or by any of Contractor's material men or workmen or any other person for any labor or materials purchased, or extra labor or materials purchased, for or in connection with the erection and/or construction of said improvements, the right to file such liens, including, without limitation, mechanic's liens and/or claims for mechanic's liens, being hereby expressly waived and/or stipulated against.

IN WITNESS WHEREOF, I have executed this Stipulation Against Mechanic's Liens as of the day and year aforesaid.

Signed in the Presence
of:

Dorothy M. Gardner

JERRY DIPKO t/A JERRY'S
BACKHOE AND HAULING, a sole
proprietorship

By: Jerry Dipko
Jerry Dipko

EXHIBIT A
TO STIPULATION AGAINST MECHANIC'S LIENS
BETWEEN JOHN PARADA AND JENNIFER PARADA, HUSBAND AND WIFE,
OWNERS, AND JERRY DIPKO t/a JERRY'S BACKHOE AND HAULING,
A SOLE PROPRIETORSHIP

ALL that certain tract or piece of land situated, lying and being in the Township of Decatur, in the County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post along the Township Road between Houtzdale and Coal Run; thence along said road South West, One hundred and seventy eight point fifty three (178.53) feet to a post, corner of Clayton Myers and Emily Myers lot; thence along said lot eighty-six (86) degrees forty-five (45) minutes East, four hundred and eighty (480) feet to a post along old Township Road; thence along said road, North West; two hundred and fifty four point twenty three (254.23) feet to a post; at the corner of Kevin Holmes lot; thence along said lot North West; four hundred and twenty eight point twenty eight (438.28) feet to a post and place of beginning: containing two point two six zero (2.260) acres, less zero point zero seven zero (0.070) for a Right-of-Way, net acreage two point one nine zero (2.190).

BEING the same premises which Kevin Holmes granted and conveyed to John Parada and Jennifer Parada, husband and wife, under a deed dated July 20, 2000 which is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania at Instrument No. 200010828.