

01-1360-CD  
UNION TOWNSHIP CIVILIAN DEFENSE -vs- JEFF MUTH et al.  
FIRE COMPANY

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL ACTION)

UNION TOWNSHIP CIVILIAN  
DEFENSE FIRE COMPANY  
Owner

VS.

: 01 - 1360 - CD

JEFF MUTH and JUSTIN BICKEL, t/d/b/a  
MUTH & BICKEL CONSTRUCTION  
Contractor

**STIPULATION AGAINST LIENS**

WHEREAS, UNION TOWNSHIP CIVILIAN DEFENSE FIRE COMPANY, a non-profit corporation, of Rockton, Pennsylvania have executed or are about to execute contemporaneously herewith, a contract with JEFF MUTH & JUSTIN BICKEL, t/d/b/a MUTH & BICKEL CONSTRUCTION, of Luthersburg, Pennsylvania for the erection of a 42' x 60' one story wood construction with vinyl siding garage (truck room) upon a lot of land situate, lying and being in Union Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at an iron pin on the Northeast line of Legislative Route No. 17096, said iron pin also being at the Southeast corner of other land now or formerly of Carl L. Snyder and Lorraine Snyder of which this was a part; thence along the East line of land now or formerly of Carl L. Snyder and Lorraine Snyder North 22° 38' East 196.8 Feet to an iron pin at lands now or formerly of Clifford W. Nimmo and Alverda Nimmo; thence along the line of said lands now or formerly of Nimmo South 84° 51' East 133.8 Feet to an iron pin at the Northwest corner of lands now or formerly of Edwin C. Nelson

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William A. Shaw  
Prothonotary

and Thelma P. Nelson; said iron pin also being North 84° 51' West 110.1 Feet from nail in pavement of Township Route 914 (formerly Legislative Route 17073); thence along the West line of said lands now or formerly of Nelson South 6° 39' East 305.43 Feet, more or less, to a point at the Northeast line of said Legislative Route No. 17096 on a curve with a radius of 543.69 Feet a distance of 210 Feet, more or less, to an iron pin; thence still along said Legislative Route No. 17096 North 43° 22' West 12 Feet to the place of beginning.

**UNDER AND SUBJECT** to all exceptions, reservations, conditions and covenants in prior deeds of conveyance.

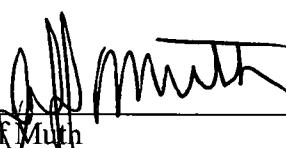
**BEING** the same premises conveyed to UNION TOWNSHIP CIVILIAN DEFENSE FIRE COMPANY, a non-profit corporation, by deed of Carl L. Snyder and Lorraine Snyder dated July 25, 1960 and recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania in Deed Book 484 at page 604.

**NOW, THEREFORE**, this 20<sup>th</sup> day of August, 2001, at the time of and immediately before the final execution of the principal contract, and before any authority has been given by said **UNION TOWNSHIP CIVILIAN DEFENSE FIRE COMPANY** to said **JEFF MUTH and JUSTIN BICKEL t/d/b/a MUTH & BICKEL CONSTRUCTION** to commence work on the said building, or purchase materials for the same, in consideration of the making of the said contract with **JEFF MUTH and JUSTIN BICKEL t/d/b/a MUTH & BICKEL CONSTRUCTION** and the further consideration of One (\$1.00) Dollar, receipt of which is hereby acknowledged by **JEFF MUTH and JUSTIN BICKEL t/d/b/a MUTH & BICKEL CONSTRUCTION** by both general partners to have been paid by **UNION TOWNSHIP CIVILIAN DEFENSE FIRE COMPANY**, it is agreed that no lien shall be filed against the building by the contractor, or any sub-contractor, nor by any of the material men or workmen or any other person for any labor, or materials purchase, or extra labor or materials purchased for the erection of said building, the right to file such liens being specifically and expressly waived.

This agreement is executed by the Owner and the Contractor or minimally by the Contractor, with the intention that it be filed with the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, within ten days from the date hereof, in accordance with the authority granted by the Act of August 24, 1963, P.L. 1175, No. 497, art. IV, Section 401, 49 Pa.C.S.A. Section 1401, *et seq.*

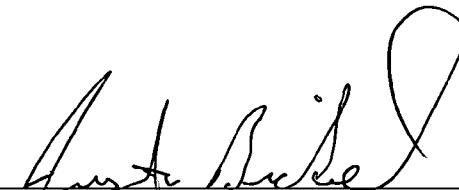
The undersigned, being both of the general partners of said **JEFF MUTH and JUSTIN BICKEL t/d/b/a MUTH & BICKEL CONSTRUCTION** have the authority to execute contracts, including Stipulations Against Liens and Waivers of the Right to File Statutory Mechanic's Liens, and by execution hereof, intend to and do legally bind said partnership, its employees, agents, sub-contractors, workers and assigns.

**IN WITNESS WHEREOF**, the parties hereto, or minimally the Contractor herein specified, intending to be legally bound hereby, have hereunto set their hands and seals the day and year aforesaid.



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Jeff Muth  
Muth & Bickel Construction



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Justin Bickel  
Muth & Bickel Construction



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Sam Mariana Lee  
Union Township Civilian Defense Fire Co.



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Christopher J. Laborda, V.P.  
Union Township Civilian Defense Fire Co.

**ACKNOWLEDGMENT**

**AND NOW**, this 20<sup>th</sup> day of August, 2001, before me the undersigned authority personally appeared **Jeff Muth and Justin Bickel**, individuals known to me or satisfactorily proven to me to be the persons identified herein, and each acknowledged that they executed the foregoing Stipulation Against Liens intending to be legally bound thereby.

**IN WITNESS WHEREOF**, I have hereunto set my hand and notarial seal this 20<sup>th</sup> day of August, 2001.

Tonia R. Butterfuss  
Notary Public

