

02-23-CD  
Timothy L. and Christine M. Hertlein, Sr -and-  
Hertlein Contracting

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 02-23 ~~FILE~~ CD

**STIPULATION AGAINST LIENS**

THIS AGREEMENT, made this 4<sup>th</sup> day of January, 2002, BETWEEN  
TIMOTHY L. HERTLEIN, SR. and CHRISTINE M. HERTLEIN, husband and wife, of  
P.O. Box 203, Morrisdale, Pennsylvania 16858, herein referred to as Owners,

- A N D -

HERTLEIN CONTRACTING, of P.O. Box 203, Morrisdale, Clearfield County,  
Pennsylvania 16858, herein referred to as Contractor,

WHEREAS, TIMOTHY L. HERTLEIN, SR. and CHRISTINE M. HERTLEIN,  
husband and wife, Owners herein, is about to execute contemporaneously herewith, a  
contract, with HERTLEIN CONTRACTING, 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 Cooper  
Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and  
described as follows:

ALL that certain lot or piece situate in the Village of Winburne, Cooper Township, Clearfield  
County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a post on Second Street one hundred forty (140) feet West from the corner of "B"  
Street at its intersection with Second Street, said post being on the division line between the property  
which was formerly the Danielson Estate and now Walter D. Holt; thence along the Holt property  
South three and one-half (3 ½) degrees West two hundred (200) feet to a post; thence forty (40) feet  
to a post; thence North three and one-half (3 ½) degrees East two hundred (200) feet to a post on  
Second Street, which post is situate one hundred (100) feet from corner of "B" Street; thence along  
Second Street North eighty-six and one-half (86 ½) degrees West forty (40) feet to place of beginning,  
and being a lot of ground forty (40) feet in width and two hundred (200) feet in depth.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 110-S09-540-  
00014

**FILED**

JAN 04 2002  
01/31/22 atty W. Shaw  
William A. Shaw  
Prothonotary  
no cc

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 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*  
\_\_\_\_\_  
*Jennifer A. Michaels*  
\_\_\_\_\_

By *Timothy L. Hertlein Sr.*  
TIMOTHY L. HERTLEIN, SR., Contractor

*Timothy L. Hertlein Sr.*  
TIMOTHY L. HERTLEIN, SR., Owner

*Christine M. Hertlein*  
CHRISTINE M. HERTLEIN, Owner