

02-1261-CD
WENDY L. SHIMMEL, et al. -vs- FREDERICK CLEAVER, JR.

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William A. Shaw
Prothonotary PD
#20-1

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 02-1261-CD

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 14th day of August, 2002, BETWEEN
DONALD C. SHIMMEL and WENDY L. SHIMMEL, husband and wife, of R.R. #1, Box
511-A, Woodland, Pennsylvania 16881, herein referred to as Owners,

- A N D -

FREDERICK CLEAVER, JR., of R.R. #1, Woodland, Clearfield County, Pennsylvania
16881, herein referred to as Contractor,

WHEREAS, DONALD C. SHIMMEL and WENDY L. SHIMMEL, husband
and wife, Owners herein, is about to execute contemporaneously herewith, a contract,
with FREDERICK CLEAVER, JR., 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 Lawrence
Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and
described as follows:

ALL that certain parcel of land situate in Bradford Township, Clearfield County,
Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the northern right-of-way of a coal haulage road, located
approximately one hundred ninety-six (196) feet southwesterly from the center line of
Bradford Township Road Route T-613; thence South fifty-five (55) degrees forty-one (41)
minutes West three hundred forty-two and forty-five one hundredths (342.45) feet along the
northern boundary of the coal haulage road to an iron pin; thence along the right-of-way of

the coal haulage road North seventy-eight (78) degrees fifty-two (52) minutes West one hundred eighteen (118) feet to an iron pin and place of beginning; thence along land of John Scott and Jodi A. Schultz and the Grantors herein North eleven (11) degrees eight minutes zero seconds East three hundred seventy-nine and one tenth (379.1) feet to an iron pipe; thence along land of the Grantors herein, North seventy-eight (78) degrees fifty-two minutes nine seconds West two hundred fifty-seven and fifty-two one hundred redths (257.52) feet to an iron pipe; thence still along land of Grantors South eighty (8) degrees thirty-seven minutes four seconds West three hundred nineteen and fifteen hundred redths (319.15) feet to an iron pipe; thence along the northern boundary of the aforementioned coal haulage road South sixty-four (64) degrees fifty-eight minutes fourteen seconds East two hundred fifty and eighty-five hundred redths (250.85) feet to a reinforced rod and place of beginning. Containing two (2.00) acres and shown on map of Samuel B. Yost, Surveyor, dated August 23, 1994, attached hereto and made a part hereof.

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

By Frederick R. Cleaver
FREDERICK CLEAVER, JR., Contractor
Donald C. Shimmel
DONALD C. SHIMMEL, Owner
Wendy L. Shimmel
WENDY L. SHIMMEL, Owner