

02-1385-CD
DAVID L. ROBINSON, et al vs. DOAN EXCAVATING& SNOW REMO

FILED

WAIVER OF MECHANIC'S LIEN

02-1385-CD

SEP 05 2002

WHEREAS, DAVID L. ROBINSON and KIMBERLY J. ROBINSON, Owners, of

William A. Shaw
Prothonotary

1609 Lake, DuBois, Clearfield County, Pennsylvania, entered into a contract with
DOAN EXCAVATING & SNOW REMOVAL, Contractor, of RR Reynoldsville, Jefferson

County, Pennsylvania, to provide materials and perform labor necessary for excavation upon a
parcel of ground located at Lot #2, Powers 2 Subdivision, Sandy Township, Clearfield County,
Pennsylvania, more fully bounded and described as follows:

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


BEGINNING at an iron pin, said iron pin being on the Southern Right of Way of State Route
4009 and the Northeastern most corner of Property owned now or formerly by Clair and Mona
Shepler, thence along the aforesaid State Route 4009 by a curve to the left and having a Radius
of 1148.32 and a long chord of 52.35' to an Iron Pin, thence continuing along State Route 4009 S
63 25' 13" E 96.29' to an Iron Pin, thence still along the same by a curve to the left having a
Radius of 368.69 and a long chord of 155.23' to an Iron Pin, thence along Lot #3 of the Powers 2
Subdivision S 46 43' 39" W 339.45 to an Iron Pin, thence continuing along Lot #3 S 28 16' 47"
W 584.30' to an Iron Pin, thence S 85 28' 55" W to an Iron Pin, thence along lot #1 of the
Powers 2 N 9 21' 16" E 678.77' to an Iron Pin, thence along Clair and Mona Shepler S 60 03'
02" E 150.00 to an Iron Pin, thence continuing along the same N 29 56' 58" E 275.92' to an Iron
Pin in the Southern Right of Way of State Route 4009 and the Place of Beginning. Containing
4.979 acres and being shown as Lot #2 of the Powers 2 Subdivision.

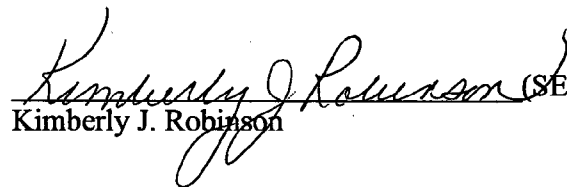
BEING the same premises which were conveyed to David L. Robinson and Kimberly J.
Robinson by deed of Richard E. Powers and June A. Powers, dated July 9, 2002, and recorded in
the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No.
200210975.

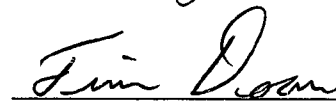
NOW, THEREFORE, it is hereby stipulated and agreed by and between the said
parties, as part of said contract and for the consideration therein set forth, that neither the
undersigned contractor, any subcontractor, materialman, nor any other person furnishing labor or
materials to said contractor under this contract shall file a lien, commonly called a mechanic's
lien, for the work done or materials furnished to the said building or any part thereof.

This stipulation is made and intended to be filed with the County Prothonotary within ten (10) days after date in accordance with the requirements of Act of Assembly of Pennsylvania, in such case provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this 5th day of September, 2002.

 (SEAL)
David L. Robinson

 (SEAL)
Kimberly J. Robinson

 (SEAL)
Tim Doan, d/b/a
Doan Excavating & Snow Removal