

03-666-CD  
JACK L. CURLEY, JR., et al vs. NEW ERA EXCAVATING

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 03-~~666~~-<sup>CD</sup>~~WHD~~

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 29 day of April, 2003, BETWEEN  
JACK L. CURLEY, JR. and DENISE K. CURLEY, of 80 Schoolhouse Road, Munson, PA  
16860, herein referred to as Owners,

- A N D -

NEW ERA EXCAVATING, of P. O. Box 51, Mineral Springs, PA 16855, herein referred to  
as Contractor,

WHEREAS, JACK L. CURLEY, JR. and DENISE K. CURLEY, Owners herein,  
are about to execute contemporaneously herewith, a contract, with NEW ERA EXCAVATING,  
Contractor herein to provide materials and/or to perform labor necessary for excavation on a  
certain piece or parcel of land situated in Morris Township, County of Clearfield and  
Commonwealth of Pennsylvania, bounded and described as follows:

**ALL** that certain lot or piece of ground situate in the Township of Morris, County of  
Clearfield and State of Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pin on the easterly right of way line of Township Road No. T-706  
(School House Road), and also marking the southwesterly corner of Lot No. 1 of the C.  
C. County Land Ventures, Inc. Subdivision, now of William R. and Diane E. Lefebvre  
(Inst. No. 200019065, Tax Parcel No. R9-000-164); thence along said Lot No. 1 of  
Lefebvre South 74 degrees 48 minutes 04 seconds East a distance of 428.43 feet to an  
iron pin; thence along said Lot No. 1 of Lefebvre North 32 degrees 41 minutes 27  
seconds East a distance of 955.25 feet to an iron pin on line of lands now or formerly of  
Alan D. and Donna Christensen (Inst. No. 199918329, Tax Parcel No. R9-000-08);  
thence along said land of Christensen South 85 degrees 13 minutes 48 seconds East a  
distance of 4760.06 feet to an iron pin; thence along residual land of C. C. County Land  
Ventures, Inc. (D.B. 1839, Pg. 459, Tax Parcel No. R9-000-09) South 05 degrees 20  
minutes 13 seconds West, a distance of 1462.36 feet to an iron pin on line of lands now

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William A. Shaw  
Prothonotary

or formerly of Harold H. and Ramona C. Laich (D.B. 518, Pg. 649, Tax Parcel No. R9-000-57, and D.B. 1842, Pg. 332, Tax Parcel No. R9-000-85); thence along said lands of Laich North 84 degrees 39 minutes 47 seconds West, a distance of 619.72 feet to an iron pin on line of lands now or formerly of Walter B. Hirsch (D.B. 1867, Pg. 304, Tax Parcel No. R9-548-09); thence along said lands of Hirsch North 29 degrees 52 minutes 18 seconds East, a distance of 177.59 feet to an iron pin; thence along said land of Hirsch North 64 degrees 08 minutes 12 seconds West, a distance of 450.83 feet to an iron pin marking a corner of said lands of Hirsch, and also lands now or formerly of Frederick and Lori A. Little (D.B. 1849, Pg. 110, Tax Parcel No. R9-000-153), and also lands now or formerly of Gerald Reitz and Christina Bowman (D.B. 1986, Pg. 258, Tax Parcel No. R9-000-157); thence along said lands of Reitz and Bowman North 74 degrees 48 minutes 04 seconds West, a distance of 472.52 feet to an iron pin on the easterly right of way line of said School House Road; thence along said right of way line North 26 degrees 14 minutes 12 seconds East, a distance of 50.94 feet to an iron pin marking the place of beginning. **CONTAINING 25.00 Acres.**

**BEING** the same premises as were granted and conveyed unto Jack L. Curley, Jr. and Denise K. Curley, his wife, by deed of C. C. County Land Ventures, Inc., dated June 19, 2001, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, at Instrument No. 200109608.

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:

By James B. Letendre  
NEW ERA EXCAVATING, Contractor

JACK L. CURLEY  
JACK L. CURLEY, Owner

Denise K. Curley  
DENISE K. CURLEY, Owner

—Lap over margin—

JACK L. CURLEY, JR. and  
DENISE K. CURLEY

and

NEW ERA EXCAVATING

STIPULATION AGAINST LIENS

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19:52 AM  
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William A. Shaw  
Prothonotary

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830