

03-698-CD
FAVE M. FLICKINGER vs. D. W. REED CONTRACTING

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 03-698-WML

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 7 day of May, 2003, BETWEEN
FAYE M. GAVLAK now FAYE M. FLICKINGER, of 416 Poplar Avenue, Clearfield, PA
16830, herein referred to as Owner,

- A N D -

D. W. REED CONTRACTING, of 203 Turkey Hill Road, Olanta, Pa 16863, herein referred
to as Contractor,

WHEREAS, FAYE M. GAVLAK now FAYE M. FLICKINGER, Owner herein,
is about to execute contemporaneously herewith, a contract, with D. W. REED 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 Lawrence Township, County of Clearfield and Commonwealth of Pennsylvania,
bounded and described as follows:

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

BEING Lot No. 112 in the Boynton Addition to Clearfield as laid out by A. I. Boynton, map
of same being recorded in the Office of the Recorder of Deeds in the Miscellaneous Book
50, Page 565, Clearfield, Pennsylvania; said lot being fifty (50) feet front on Poplar
Avenue and extending westerly in depth one hundred and fifty (150) feet to an alley; and
being bounded on the east by Poplar Avenue; on the north by an alley; on the west by an
alley; and on the south by Lot No. 113.

BEING the same premises as were granted and conveyed unto Faye M. Gavlak, an
individual, (now Faye M. Flickinger), by deed of Keith A. Maines, Single, dated April 4,
1985, and entered for record in the Office for the Recording of Deeds of Clearfield
County, Pennsylvania, in Deed Book Vol. 1005, Page 30.

MAY 08 2003

William A. Shaw
Prothonotary

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 Dave Reed
D. W. REED CONTRACTING, Contractor

Faye M. Gavlak
FAYE M. GAVLAK, Owner

Now Faye M. Fllickinger
FAYE M. FLICKINGER, Owner

—Lap over margin—

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

FAYE M. GAVLAK now
FAYE M. FLICKINGER, Owner

and

D. W. REED CONTRACTING,
Contractor

Stipulation Against Liens

FILED

5/8/03
MAY 08 2003

Rec'd
5/20

3/10
William A. Shaw
Prothonotary

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