

03-1195-CB  
SUSAN KAY FOLMAR vs. PRESTON WEATHERHOLTZ

**FILED**

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

AUG 13 2003

NO. 03- 1195 -CD

William A. Shaw  
Prothonotary

**Stipulation Against Liens**

THIS AGREEMENT, made this 13<sup>th</sup> day of August, 2003, **BETWEEN**  
**SUSAN KAY FOLMAR**, of 40 Locust Drive, Morrisdale, Pennsylvania 16858, herein  
referred to as Owner,

- A N D -

**PRESTON WEATHERHOLTZ**, of 1 Powell, Hawk Run, Clearfield County, Pennsylvania  
16840, herein referred to as Contractor,

WHEREAS, SUSAN KAY FOLMAR, Owner herein, is about to execute  
contemporaneously herewith, a contract, with PRESTON WEATHERHOLTZ, 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 Graham and Morris Townships, County of Clearfield and Commonwealth  
of Pennsylvania, bounded and described as follows:

**ALL** that certain piece or parcel of land situate in Graham Township, but assessed as part  
of Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a point on the right-of-way of State Highway Route 153, running from  
Bigler to Allport; thence North 6 degrees 00 minutes East two hundred and twenty-six  
(226) feet, more or less, to a point on the land of Clark J. Hubler; thence along the same one  
hundred and fifty (150) feet to a point on the line of Harold J. Smeal; thence in a southerly  
direction on said line of Harold J. Smeal approximately two hundred and twenty-six (226)  
feet to a point on said right-of-way of Route 153; thence along said right-of-way  
approximately one hundred and fifty (150) feet to a point and place of beginning.

Being identified as Tax Map No. 124-Q09-000-049.1

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 J. Phu  
Contractor

Susan K. Folmar  
SUSAN KAY FOLMAR  
Owner

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Shek age.