

03-1561-CD  
DENNIS J. WIGGINS vs. TIMOTHY WIGGINS, et al.

FILED

OCT 16 2003

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 03- 1561 -CD

**STIPULATION AGAINST LIENS**

THIS AGREEMENT, made this 10<sup>th</sup> day of October, 2003, **BETWEEN**  
DENNIS J. WIGGINS, of 6977 Mahaffey/Grampian Highway, Mahaffey, Pennsylvania  
15757, herein referred to as Owner,

- A N D -

TIMOTHY WIGGINS t/d/b/a WIGGINS CONSTRUCTION, of 961 Lezzer Lane,  
Curwensville, Clearfield County, Pennsylvania 16833, herein referred to as Contractor,

WHEREAS, DENNIS J. WIGGINS, Owner herein, is about to execute  
contemporaneously herewith, a contract, with TIMOTHY WIGGINS t/d/b/a WIGGINS  
CONSTRUCTION, 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 Greenwood Township, County of  
Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**ALL** that certain piece or parcel of land situated in the Township of Greenwood, Clearfield  
County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a stake on line of the State Highway and land, now or formerly of Dorsey  
Peterman; thence North one hundred ninety (190) feet to stake near hemlock; thence  
Northeast eight hundred fifty (850) feet to stake at spring; thence Southeast two hundred  
thirty (230) feet to stake on Old Township Road; thence Southwest eight hundred sixteen  
(816) feet to place of beginning. Containing a little over four (4) acres.

Being identified as Tax Map No. 117-E11-000-00003.

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:**

WITNESSES:

By Timothy W. Wiggins  
TIMOTHY WIGGINS, Contractor

Dennis J. Wiggins  
DENNIS J. WIGGINS, Owner