

04-623-CD  
RONALD F. LYKENS, et al. vs. BEISH AND MILLER CONTRACTING

**Ronald Lykens vs Beish and Miller Contract.**  
**2004-623-CD**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RONALD E. LYKENS and :  
JOANNE R. LYKENS, :  
husband and wife, :  
Owners : 2004- -WML 623 - C  
:

vs.

BEISH AND MILLER CONTRACTING, :  
Contractor :  
:

MAY 04 2004

*WAIVER OF MECHANIC'S LIEN*

William A. Shaw  
Prothonotary

THIS AGREEMENT, waiving the right to file Mechanic's Lien, is made this 3 day of  
May, 2004, between RONALD E. LYKENS and JOANNE R. LYKENS, husband and  
wife, with mailing address of 940 Martin Street Extension, Clearfield, Pennsylvania, 16830,  
hereinafter called "OWNERS", and BEISH AND MILLER CONTRACTING with place of  
business at 362 Stronach Road, Grampian, Pennsylvania 16838, hereinafter referred to as  
"CONTRACTOR".

WHEREAS, CONTRACTOR has agreed to furnish certain materials and labor for the  
construction of a home on all that certain piece or parcel of land situate in Sandy Township,  
Clearfield County, to which OWNERS took title by deed at Clearfield County Instrument Number  
200204825, and more particularly described as follows:

**ALL that certain piece, parcel, or tract of land lying and being situate in Sandy  
Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:**

**BEGINNING at a point in the centerline for Township Road T-898, said point being  
the northernmost corner of lands now or formerly of Joseph A. Kirk and the Northeast  
corner of the herein described parcel, further being shown as Corner No. 1 on the plat  
attached hereto; thence South 4° 51' West through the southern right-of-way for Township  
Road T-898 and along lands now or formerly of Joseph A. Kirk, a distance of 162.01 feet to**

an existing iron pipe, said iron pipe being the Southeast corner of the herein described parcel, further being shown as Corner No. 2 on the attached plat; thence North 85° 15' West along lands now or formerly of Joseph A. Kirk and lands now or formerly of Gilbert J. Barker, and through the Southern right-of-way for Township Road T-898, a distance of 658.49 feet to a point, said point being the Southwest corner of the herein described parcel, further being shown as Corner No. 3 on the plat attached hereto; thence North 82° 08' East along the centerline for Township Road T-898, a distance of 73.49 feet to a point, further being shown as Corner No. 4 on the attached plat; thence North 56° 29' East along the centerline for Township Road T-898, distance of 31.73 feet to a point, further being shown as Corner No. 5 on the attached plat; thence North 49° 39' East along the centerline for Township Road T-898, a distance of 37.55 feet to a point, further being shown as Corner No. 6 on the attached plat; thence North 34° 48' East along the centerline for Township Road T-898, a distance of 50.01 feet to a point, further being shown as Corner No. 7 on the hereto attached plat; thence North 39° 25' East along the centerline for Township Road T-898 a distance of 115.59 feet to a point, further being shown as Corner No. 8 on the attached plat; thence North 56° 08' East along the centerline for Township Road T-898, a distance of 95.30 feet to a point, further being shown as Corner No. 9 on the attached plat; thence North 69° 28' East along the centerline for Township Road T-898, a distance of 34.16 feet to a point, further being shown as Corner No. 10 on the hereto attached plat; thence North 86° 03' East along the centerline for Township Road T-898 a distance of 44.75 feet to a point, further being shown as Corner No. 11 on the attached plat; thence South 76° 45' East along the centerline for Township Road T-898, a distance of 69.48 feet to a point, further being shown as Corner No. 12 on the attached plat; thence South 69° 09' East along the centerline for Township Road T-898, a distance of 63.55 feet to a point, further being shown as Corner No. 13 on the attached plat; thence South 63° 58' East along the centerline for Township Road T-898, a distance of 69.68 feet to a point, further being shown as Corner No. 14 on the herein attached plat; thence South 54° 07' East along the centerline for Township Road T-898, a distance of 81.24 feet, further being shown as Corner No. 15 on the attached plat; thence South 47° 06' East along the centerline for Township Road T-898, a distance of 39.34 feet to a point, the place of beginning. CONTAINING 122,841 square feet or 2.82 acres.

**SUBJECT** to the Southern right-of-way for Township Road T-898 and any utility easements which may be of record.

**BEING** the same premises surveyed and drawn by Alexander & Associates, Inc., Falls Creek, PA 15840. The said subdivision was approved by the Sandy Township Planning Commission on December 27, 1995, and by the Sandy Township Supervisors on January 17, 1996. Said survey plat is under the date of December 12, 1995, is referenced as JN137095, and was recorded in the Office of the Recorder of Clearfield County on January 29, 1996, to Map File No. 1154.

NOW, THEREFORE, it is hereby stipulated by and between the said parties as part of the said Contract and for the consideration set forth, that before any of the above construction is commenced, neither the undersigned CONTRACTOR, any sub-contractor or Materialman, nor any

other person furnishing labor or materials to the said CONTRACTOR under the contract above referred to, shall file a lien commonly known as a Mechanic's Lien, for work done or materials furnished to the said building or any part thereof.

This stipulation is made and intended to be filed with the Clearfield County Prothonotary in accordance with the requirements of the Act of Assembly of Pennsylvania in such cases made and provided.

CONTRACTOR acknowledges that he, it or they have inspected the land in question and that no part of it has been disturbed by the CONTRACTOR or any one claiming by or through him prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties have properly executed this Agreement the day and year first above written.

**OWNERS:**

Ronald E. Lykens  
Ronald E. Lykens

Joanne R. Lykens  
Joanne R. Lykens

**CONTRACTOR:**  
BEISH AND MILLER CONTRACTING

Preston D. Beish  
Preston D. Beish

Tim J. Miller  
Tim J. Miller

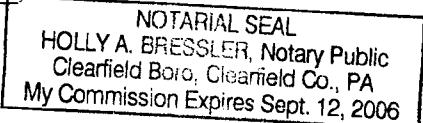
## AFFIDAVIT

STATE OF PENNSYLVANIA :  
:SS  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared RONALD E. LYKENS and JOANNE R. LYKENS, husband and wife, who being duly sworn according to law deposes and says that they are the Owners in the foregoing Waiver of Mechanic's Lien, and further that they executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3<sup>rd</sup> day of

May 2004.



Holly A. Bressler  
Notary Public

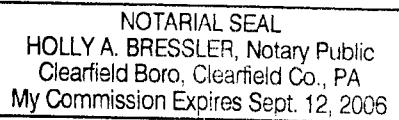
## AFFIDAVIT

STATE OF PENNSYLVANIA :  
:SS  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared PRESTON D. BEISH and TIM J. MILLER, who being duly sworn according to law deposes and says that they are the partners of BEISH AND MILLER CONTRACTING in the foregoing Waiver of Mechanic's Lien, and further that they executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3<sup>rd</sup> day of

May, 2004.



Holly A. Bressler  
Notary Public