

FILED

MAY 13 2004

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIAWilliam A. Shaw
Prothonotary/Clerk of Courts

NO. 04- 674 -CD

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 13th day of MAY, 2004, **BETWEEN** SHARON L. OLSZEWSKI, of 764 Washington Avenue, Curwensville, Pennsylvania 16833, herein referred to as Owner,

- A N D -

L.P.L. LAND, INC., of, Curwensville, Clearfield County, Pennsylvania 16833, herein referred to as Contractor,

WHEREAS, SHARON L. OLSZEWSKI, Owner herein, is about to execute contemporaneously herewith, a contract, with L.P.L. LAND, INC., 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 Pike Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

ALL that certain piece or parcel of land known as Lot D9 situate in Jo-Lin Acres, Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a 5/8" rebar set in the southern right-of-way line of Caroline Street, a fifty (50) foot wide street; said 5/8" rebar also being the northwestern corner of the parcel herein described; thence by the southern line of said Caroline Street North 45 degrees 14 minutes 40 seconds East 100.00 feet to a 5/8" rebar set in the southern line of said Caroline Street; thence by Lot D10 in the Plan of Lots of Jo-Lin Acres (South 44 degrees 45 minutes 20 seconds East 135.00 feet to a 5/8" rebar; thence by Lot D18 and D19 in the Plan of Lots of Jo-Lin Acres South 45 degrees 14 minutes West 100.00 feet to a 5/8" rebar; thence by Lot D8 in the Plan of Lots of Jo-Lin Acres North 44 degrees 45 minutes 20 seconds East 135.00 feet to a 5/8" rebar set in the southern right-of-way line of the aforementioned Caroline Street and the place of beginning. Containing 0.310 Acres or 13,500.00 square feet.

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 LPL LAND INC
Rah Peter (SEC)
Contractor
Sharon J. Olszewski
SHARON J. OLSZEWSKI
Owner
James A. Michaels