

05-889-CD  
S. Bloom et al vs. Bickel Constr.

Shane Bloom et al v. Bickel Construction  
2005-889-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Shane I. Bloom + Nicole L. Bloom CIVIL ACTION  
(Plaintiff)

1807 Sixth Street ext.  
(Street Address)

Grampian, PA 16838  
(City, State ZIP)

No. 05-889-CD

Type of Case: WML

Type of Pleading: Stipulation against  
liens

VS.

Bickel construction  
(Defendant)

Filed on Behalf of:

Plaintiff  
(Plaintiff/Defendant)

6122 Chestnut Grove Highway  
(Street Address)

Luthersburg, PA 15848  
(City, State ZIP)

R. Denning Gearhart, Esq.  
(Filed by)

207 East Market Street  
(Address)

765-1581  
(Phone)

**FILED** NO CC

012:38 B. A. Gearhart  
JUN 21 2005 pd. 2000

William A. Shaw  
Prothonotary/Clerk of Courts

Jamie L. Lyle  
(Signature)

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

No.: 05- WML

**STIPULATION AGAINST LIENS**

THIS AGREEMENT, made this 21 day of June, 2005, BETWEEN  
SHANE I. BLOOM and NICOLE L. BLOOM, of 1807 Sixth Street Ext., Grampian,  
Pennsylvania, 16838, herein referred to as OWNERS,

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**AND**

William A. Shaw  
Prothonotary/Clerk of Courts

BICKEL CONSTRUCTION, of 6122 Chestnut Grove Highway, Luthersburg,  
Pennsylvania, 15848, herein referred to as CONTRACTOR,

WHEREAS, SHANE I. BLOOM and NICOLE L. BLOOM, Owners herein,  
are about to execute contemporaneously herewith, a contract, with BICKEL  
CONSTRUCTION, Contractor herein, to provide materials and/or to perform labor  
necessary for the construction and erection or the alteration and repair of (a) home(s)  
upon those certain pieces or parcels of land situate in Penn Township, County of  
Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

ALL that certain parcel of land situate in Penn Township, Clearfield County,  
Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin (found), said iron pin being the southwest  
corner of lands now or formerly of Albert R. Walburn and the southeast  
corner of the lands herein conveyed; thence along the western line of  
lands of Walburn North 8 degrees 10 minutes East 1,311.4 feet to an iron  
pin (set); thence along lands now or formerly of Lois Veryl Conrad North  
64 degrees 28 minutes West 800 feet to an iron pin (set); thence along  
said Lois Veryl Conrad land South 8 degrees 10 minutes West 1,541.9

feet to an iron pin (set) on the northern line of lands now or formerly of Clement L. Keiser; thence along line of lands of Keiser South 81 degrees 16 minutes East 763.4 feet to an iron pin (found) and place of beginning. Containing 25 acres more or less and being the same premises as shown the survey map prepared by Lex W. Curry Registered Surveyor, dated October 26, 1987, and recorded with prior deed.

Together with a 30 foot wide easement for a right-of-way to the above described premises for egress, ingress and regress thereto, said right-of-way commencing at the iron pin (set) being the northeast corner of the lands herein conveyed; thence along the western line of lands of Walburn North 8 degrees 10 feet East 868.6 feet to a point on an existing road through lands now or formerly of Harry Mahlon shown on the map recorded to prior deed.

BEING the same premises conveyed to Shane I. Bloom and Nicole L. Bloom, husband and wife, by deed of John L. Bloom and Deborah S. Bloom, husband and wife, dated April 20, 2005, and recorded in the Clearfield County Office of the Recorder of Deeds on April 21, 2005, at Instrument Number 200505812.

NOW, the day and date first above written, and 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 Owners and the further consideration of One (\$1.00) Dollar 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: BICKEL CONSTRUCTION

Jamie L. Lyle

[Signature]  
Bickel Construction, Contractor

Kathleen A. Ricotta

Shane I. Bloom  
Shane I. Bloom, Owner

Kathleen A. Ricotta

Nicole L. Bloom  
Nicole L. Bloom, Owner

Lap over margin

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
No. 05-  
WML

SHANE I. BLOOM and  
NICOLE L. BLOOM, Owners

AND

BICKEL CONSTRUCTION, Contractor

STIPULATION AGAINST LIENS

FILED

JUN 21 2005

William A. Straw  
Prothonotary/Clerk of Courts

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