

05-1036-CD
DW Reed vs Linda C Lautie

DW Reed v. Linda Lewis
2005-1036-CD

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

D. W. REED CONTRACTING
AND
LINDA C. LEWIS

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05-1036-C

* Type of Pleading:

* **WAIVER OF MECHANICS
LIEN**

* Filed on behalf of:
* Linda C. Lewis

* Counsel of Record for
* this party:
* JAMES A. NADDEO, ESQUIRE

* Supreme Court ID#: 06820
* 207 East Market Street
* P. O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED No cc
03:35 AM Def. pd.
JUL 18 2005
2000
By William A. Shaw
Prothonotary/Clerk of Courts

STIPULATION AGAINST LIENS

THIS AGREEMENT, made the 15 day of ~~June~~ ^{July} 2005, by and between D. W. REED CONTRACTING, of Olanta, Pennsylvania, hereinafter referred to as "CONTRACTOR"

AND

LINDA C. LEWIS, a single individual, of 703 South Fifth Street, Clearfield, Pennsylvania, hereinafter referred to as "OWNER",

whereby the former undertook and agreed to make additions and improvements on that certain lot of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point in the westerly side of Fifth Street ninety-two (92) feet southeasterly from the intersection of Park Avenue and Fifth Street; thence in a southerly direction along Fifth Street eighty (80) feet to an alley; thence in a westerly direction along such alley seventy-five (75) feet to a point in the center of Lot No. 134 facing on the alley, it also being the southeastern corner of lot previously conveyed by J. S. Beahan, Jr. and wife to Lloyd W. and Jessie A. Shugarts; thence in a northerly direction parallel to the sides of Lot No. 134, through the center thereof, and along the Lloyd W. and Jessie A. Shugarts property, a distance of eighty (80) feet to a point ninety-two (92) feet distant southerly from Park Avenue; thence in an easterly direction across the one half of Lot No. 134 and all of Lot No. 135, along lot previously conveyed to H. B. Blessing and Goldie V. Blessing seventy-five (75) feet to Fifth Street and place of beginning. Being part of Lot No. 135 and part of the eastern half of Lot No. 134 in the plot of Betts Addition to the Borough of Clearfield, which plot is of record at Clearfield in Miscellaneous Book V, page 83.

BEING the same premises conveyed to the Owner herein by deed of Thomas P. O'Day, Jr., Executor of the Estate of Ruby M. O'Day dated October 1, 1997 and recorded in Clearfield County Deed and Record Book 1885, page 162.

NOW THEREFORE, THIS AGREEMENT WITHNESSETH: That the said **CONTRACTOR**, for and in consideration of the sum of **One (\$1.00) DOLLAR** to Contractors in hand paid by **OWNER**, the receipt whereof is hereby acknowledged, and further consideration mentioned in the agreement aforesaid, for themselves and their

subcontractors, and all parties acting through or under them, covenant and agree that no mechanic's liens or claims shall be filed or maintained by them or any of them against the said buildings and the lot of ground appurtenant thereto for or on account of any work done or materials furnished by them or any of them under said contract or otherwise, for, towards, in, or about the erection and construction of the said buildings on the lot above described, and the said **CONTRACTOR and OWNER**, for themselves, their subcontractors and others under them hereby expressly waive and relinquish the right to have, file, and maintain any mechanic's liens or claims against the said buildings or any of them, and agree that this instrument, waiving the right of lien, shall be an independent covenant.

WITNESS, our hands and seals this 15th day of ^{July} ~~June~~, 2005.

Witness:

D. W. REED CONTRACTING

By Dave Reed

Linda C. Lewis
Linda C. Lewis