

05-1173-CD  
Richard F. Rydbom et al vs Mike Ponish et al

Richard Rydbom et al vs Mike Ponish, et al  
2005-1173-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY , PENNSYLVANIA  
CIVIL ACTION - LAW

RICHARD E. RYDBOM and  
GAYLENE REIFER-SMARR  
Owners

vs.

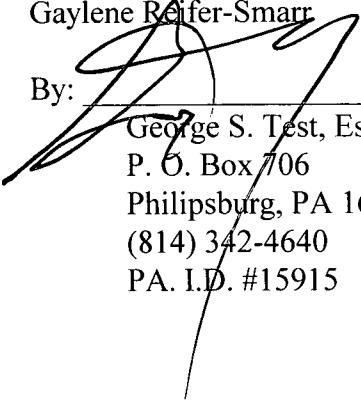
MIKE PONISH t/d/b/a,  
PONISH CONSTRUCTION,  
Contractor

\*  
\*  
\* No.: 05-1173-CD  
\*  
\*

\*  
\* STIPULATIONS AGAINST LIENS  
\*  
\*  
\*

**Filed on behalf of Owners:**

Richard E. Rydbom and  
Gaylene Reifer-Smarr

By: 

George S. Test, Esquire  
P. O. Box 706  
Philipsburg, PA 16866  
(814) 342-4640  
PA. I.D. #15915

FILED *No cc*  
8:37 AM pd.  
AUG 09 2005 20.00

William A. Shaw  
Prothonotary/Clerk of Courts

Printed and Sold by The Frankenbom Co., Williamsport, Pa. 17701

## *Stipulations Against Liens*

RICHARD E. RYDBOM and  
GAYLENE REIFER-SMARR

*Owner*

*vs.*

PONISH CONSTRUCTION

*Contractor*

} in the Court of Common Pleas, County of  
CLEARFIELD .....  
Pennsylvania  
Number ..... Term, **XIX** 2005

Whereas, Richard E. Rydbom and Gaylene Reifer-Smarr  
of 989 Forest Street, Coalport

Pennsylvania, 16627

{ for the erection of an addition ~~now~~ to a residential building upon a lot of land situate:

ALL those two certain pieces or parcels of land situate in the Borough of Coalport, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at a point, the southwesterly intersection of Railroad and Hill Streets; extended THENCE by said Hill Street North eighty-two (82) degrees ten (10) minutes East, a distance of seventeen (17.0) feet to a point on Lumber Alley; THENCE by said Lumber Alley South seven (7) degrees fifty (50) minutes East, a distance of one hundred and fifty (150) feet to a point, corner of Lumber and Mink Alleys; THENCE by said Mink Alley South eighty-two (82) degrees ten (10) minutes West a distance of sixty and six tenths (60.6) feet to a point; THENCE North eight (8) degrees twenty-two (22) minutes East a distance of one hundred fifty-six and two tenths (156.2) feet to Hill Street extended, the place of beginning. Being known as part of Lots 276 and 277 of Coalport Borough and having erected thereon House Number 7, Coalport Section.

THE SECOND THEREOF:

Beginning at a post at the intersection of Mink Alley and an unnamed alley (commonly known as Lumber Alley) and at the corner of Lot No. 92 as numbered on the official plan of Coalport Borough; THENCE along the line of said unnamed alley (commonly known as Lumber Alley) and Lot No. 92 a distance of one hundred and fifty (150) feet to a point on Hill Street, said point being the northwest corner of Lot No. 92; THENCE along the line of Hill Street a distance of forty (40) feet to a point; THENCE in a southeasterly direction along other land and the residue of Lot No. 92 a distance of one hundred and fifty (150) feet to a point on the line of Mink Alley; THENCE along the line of Mink Alley a distance of forty (40) feet to a post and corner, the place of beginning.

UNDER AND SUBJECT, nevertheless, to the same exceptions, conditions, restrictions and reservations as contained in prior deeds of conveyance.

BEING the same pieces or parcels of real property granted and conveyed to Richard E. Rydbom and Gaylene Reifer-Smarr, adult individuals, by Deed of Carl D. Rydbom and Carol A. Rydbom, husband and wife, dated May 31, 2005 and recorded June 14, 2005 in Clearfield County, Pennsylvania, at Instrument Number 200508820.

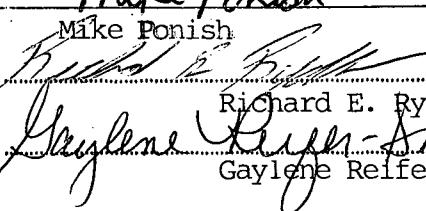
Now, August 4, 2005, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said Owner to the said Contractor

to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with Contractor and the further consideration of One Dollar, to Contractor paid by Owner, it is agreed that no lien shall be filed against the building by the contractor, or any sub-contractor, nor by any of the material men or workmen or any other person for any labor, or materials purchased, or extra labor or materials purchased for the erection of said building, the right to file such liens being expressly waived.

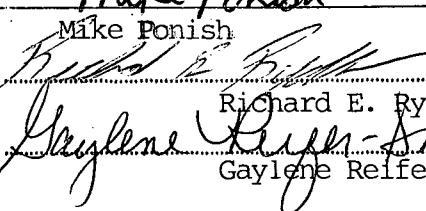
Witness, our hands and seals the day and year aforesaid.

Signed and Sealed in the presence of

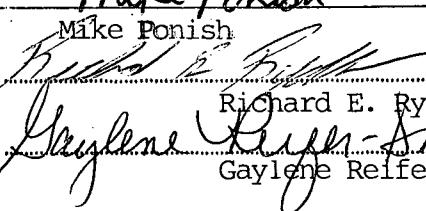
PONISH CONSTRUCTION

By: Mike Ponish  

Mike Ponish

Richard E. Rydbom  

Richard E. Rydbom

Gaylene Reifer-Smarr  

Gaylene Reifer-Smarr

Stipulation  
Against Liens

FILED

Aug 09 2005

*Owner*

Richard E. Rydboom and

Gaylene Reifer-Smarr

*versus*

*Contractor*

Mike Ponish t/d/b/a

Ponish Construction

No. ..... Term, XX 2005

Filed ..... 19 2005

**GEORGE S. TEST**  
ATTORNEY AT LAW  
P.O. Box 706  
Philipsburg, PA 16866

1