

07-379-CD
C. Wilkinson vs Tkacik Cont.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

COREY E. WILKINSON and :
TRACY J. WILKINSON, husband and wife : *379*
Plaintiff (s) : No. 2007-379-CD
vs :
TKACIK CONTRACTING, INC. :
: Filed on behalf of: Plaintiffs
Defendant (s) :
: Type of Pleading: Stipulation Against Liens
: Filed by:
: Unlimited Real Estate Services, Inc.
: 331 East Market Street
: Clearfield, PA 16830
: (814) 765-6791
: :
:

FILED *pd \$20.00*
9/10 cm *Unlimited Real*
MAR 12 2007 *Estate*
W.A. Shaw *NuCC*
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. _____

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 6th day of March, 2007,
BETWEEN **COREY E. WILKINSON** and **TRACY J. WILKINSON**, husband and wife,
of 202 Salem Road, West Decatur, Pennsylvania, 16878, herein referred to as Owners,

- A N D -

TKACIK CONTRACTING, INC., of 390 Spila Road, Curwensville, Pennsylvania, 16833,
herein referred to as Contractor,

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties
do agree as follows:

1. The Contractor for itself and anyone else acting or claiming through
or under it, intending to be legally bound hereby, does hereby waive and relinquish all right
to file a mechanic's lien, claim or notice of intention to file any lien or claim, and does
hereby covenant, promise and agree that no mechanic's lien or claim or other lien or claim
of any kind whatsoever shall be filed or maintained against the improvements or the estate
or the title of the Owners in the property or the curtilage or curtilages appurtenant thereto,
by or in the name of the Contractor, or any subcontractor, materialmen or laborers for work
done or materials furnished under the Contract or by any other party acting through or
under them or any of them for and about the improvements or the Property or any part
thereof, or on credit thereof, and that all subcontractors, materialmen and laborers on the
works shall look to and hold Contractor personally liable for all subcontractors, materials
furnished and work and labor done, so that there shall not be any legal or lawful claim of
any kind whatever against Owner for any work done or labor or materials furnished under
the Contract for and about the erection, construction and completion of the improvements
or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. The Contractor does hereby remise, release and waive for itself, subcontractor and materialmen the right under the Act of Assembly entitle the Mechanic's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against that certain piece or parcel of land situated in Boggs Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

ALL their right, title, and interest in that lot or parcel of land situated in the Township of Boggs, County of Clearfield, State of Pennsylvania bounded and described as follows:

BEGINNING at an iron pin located on the east side of State Route 2049. Said point is also the northwest corner of Lot No. 3; thence along said road North zero degrees twelve minutes, fifty-five seconds West (N 0° 12' 55" W) three hundred eight and eleven hundredths (308.11) feet to an iron pin located on the South side of a 50 foot wide right-of-way to other lands of Grantors; thence along same South eighty-nine degrees, fifty-nine minutes, fifty seconds East (S 89° 59' 50" E) one hundred twenty-nine and eighty-six hundredths (129.86) feet to an iron pin; thence along same North seventy-four degrees, forty-one minutes, forty-five seconds East (N 74° 41' 45" E) ninety-one and sixty-eight hundredths (91.68) feet to an iron pin; thence along other lands of Grantors South twenty-four degrees, one minute and ten seconds East (S 24° 01' 10" E) three hundred forty-two and sixty-two hundredths (342.62) feet to an iron pin, and also the northeast corner of Lot No. 3; thence along Lot No. 3 South eighty-six degrees, fifty-three minutes, forty seconds West (S 86° 53' 40" W) three hundred fifty-seven and twelve hundredths (357.12) feet to an iron pin and place of beginning. Known as Lot No. 4 on map prepared by P.R. Mondock for Shirokey Surveys dated October 25, 2003. Said map recorded in Clearfield County at Instrument Number: 200415074.

CONTAINING 2.0482 acres.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 105-N09-000-00150.

BEING the same premises as were conveyed unto Corey E. Wilkinson and Tracey J. Wilkinson, husband and wife, by deed of C. Alan Walker and Judith H. Walker, husband and wife, dated December 14, 2004, and entered for record in the Recorder's Office of Clearfield County to Instrument Number 20040287.

3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.

4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the

neuter shall be deemed to include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

By John P. Tkacik

TKACIK CONTRACTING, INC, Contractor
John Tkacik, President

Corey Wilkinson
COREY E. WILKINSON, Owner

Tracy Wilkinson
TRACY J. WILKINSON, Owner