

08-941-CD
DJM Contracting Vs Gary Kizina et al

NO-LIEN AGREEMENT
STIPULATION AGAINST AND WAIVER OF RIGHT
TO FILE MECHANICS' LIENS

08-941-CD

THIS No-Lien Agreement, made and entered into by and between DJM Contracting (hereinafter referred to as "Contractor") and Gary E. Kizina and Karen Kizina (hereinafter referred to as "Owner"),

WITNESSETH:

WHEREAS, the parties hereto did on March 10, 2008, enter into an Agreement and whereby the said Contractor undertook and agreed to erect and construct a certain dwelling house on premises owned by the said Owner situate in ~~WESTMORELAND~~ COUNTY, PENNSYLVANIA, bounded and described as follows:

TAX MAP NO
101-H17-000-00197

Clearfield
DIRK

SCHEDULE A, PART 2

All that certain piece, parcel or lot of ground situate in the Village of Rosebud, Township of Beccaria, Clearfield County, Pennsylvania, known and numbered as Lot No. 3 in the plat as recorded in Instrument Number 199915878, bounded and described as follows:

BEGINNING at a post on Township Road 3012; thence by the same North 85 degrees 54 minutes 35 seconds West, 137.53 feet to a post; thence North 05 degrees 15 minutes 20 seconds East, 314.88 feet to a post; thence South 84 degrees 25 minutes 35 seconds East, 137.50 feet to a post; thence South 05 degrees 15 minutes 20 seconds West, 311.32 feet along line of land now or late of John H. and Germaine K. Vigne to a post on Township Road, the place of beginning.

NOW THEREFORE, the Contractor, in consideration of the sum of ONE DOLLAR (\$1.00) and of the covenants and provisions in said contract contained, does hereby covenant, stipulate and agree, and it is also covenanted, stipulated and agreed in the above recited contract, does for himself, his materialmen, sub-contractors, and all persons acting through or under him, covenant and agree that no Mechanics' Claims or Liens shall be filed or maintained by him or any of them against said building and lot of ground appurtenant thereto or on account of any work or labor done or materials furnished by him or any of them, under said contract or otherwise, for, towards, in or about the erection and construction of said building, improvements, or any of them, as is stipulated in the aforesaid contract, and the said Contractor does for himself, his sub-contractors, materialmen, and all others claiming by, through or under him expressly waive and relinquish the right to have, file and maintain any Mechanics' Claims or Liens against the said building, land or improvements thereon, and does hereby consent, stipulate and agree that this instrument shall constitute an independent covenant.

WITNESS THE DUE EXECUTION hereof, this 20th day of May, 2008.

ATTEST:

Gary E. Kizina
Karen Kizina

Gary E. Kizina

OWNER

Karen Kizina

OWNER

FILED
02-29-2008
MAY 20 2008
NO CC
W.A. Shaw
Prothonotary/Clerk of Courts

The Closing
Specialists P.C.
\$20.00

ATTEST:

Gary E. Kizina

DJM Contracting

By: Doris J. Mazerku
TITLE: President

CONTRACTOR

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL ESTATE AFFECTED BY THE WITHIN INSTRUMENT IS: SEE ABOVE
DESCRIPTION.
Gary E. Kizina
CLOSER