

01-497-CD
ROBERT J. JOHNSON etux -vs- DONALD BEVERIDGE

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. ~~01-497~~ ^{01-497. CD} ~~WME~~

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 9th day of April, 2001, BETWEEN
ROBERT J. JOHNSON and TAMMY SUE JOHNSON, husband and wife, of R.R. #1,
Morrisdale, Pennsylvania 16858, herein referred to as Owners,

- A N D -

DONALD BEVERIDGE, of P.O. Box 128, Hawk Run, Clearfield County, Pennsylvania
16840, herein referred to as Contractor,

WHEREAS, ROBERT J. JOHNSON and TAMMY SUE JOHNSON, husband
and wife, Owners herein, is about to execute contemporaneously herewith, a contract,
with DONALD BEVERIDGE, Contractor herein to provide materials and/or to perform
labor necessary for the construction and erection or the alteration and repair of (a)
building(s) upon those certain pieces or parcels of land situated in Morris Township,
County of Clearfield and Commonwealth of Pennsylvania, bounded and described as
follows:

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

BEGINNING at an iron pin on line of lands of Gregory J. and Shelly R. Denochick and on line
of lands of Lenae L. Hubler; thence along line of lands of Lenae L. Hubler and the West Branch
Area School System North 84 degrees 40 minutes 00 seconds West a distance of 338.12 feet to an
iron pin corner; thence still by the West Branch Area School System North 5 degrees 20 minutes
00 seconds East a distance of 1063.52 feet to an iron pin corner; thence along line of lands of
Robert J. and Tammy Sue Johnson South 84 degrees 40 minutes 00 seconds East a distance of
339.29 feet to iron pin corner on line of lands of Gregory J. and Shelly R. Denochick South 5
degrees 23 minutes 46 seconds West a distance of 1063.52 feet to an iron pin corner the place of
beginning. Containing 8.2694 acres.

EXCEPTING and RESERVING a 30 foot right-of-way on eastern side of said property along line
of lands of Gregory J. and Shelly R. Denochick for the use of Robert J. and Tammy Sue Johnson
to access remaining property. Being a total length of 1063.52 feet with a 30 foot width.

FILED

APR 09 2001

William A. Shaw
Prothonotary

NOW, the day and date first above written, and at 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 owner and the further consideration of one (\$1.00) 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:

Jennifer A. Michaels
[Signature]
[Signature]

By *Donald Beveridge*
DONALD BEVERIDGE, Contractor

Robert J. Johnson
ROBERT J. JOHNSON, Owner

Tammy Sue Johnson
TAMMY SUE JOHNSON, Owner

FILED

APR 09 2001

WAS
O 11 08 16th
William A. Shaw
Prothonotary

Deanhat
pd \$20.00
ncc