

BASTIAN HOMES - EBENSBURG INC. -vs- KELLY JOHN RADZIETA et al

01-1115-CD

Stipulation Against Liens

THIS AGREEMENT made the 26th day of June, 2001,
by and between BASTIAN HOMES - EBENSBURG, INC., a Pennsylvania corporation with its
offices and principal place of business at 155 Lovell Avenue, Suite
#2, Ebensburg, PA 15931-1864

hereinafter referred to as Contractor,

AND

KEEY, JOHN RADZIETA and TRACY M. CLARK, individuals of Grampian,
Pennsylvania 16838,

, hereinafter referred to as
Owner, whereby the former undertook and agreed to ~~execute and complete~~ general contracting

on that certain lot of ground situate in

Penn Township, Clearfield County, Pennsylvania, more
particularly described in Exhibit "A" attached hereto
and made a part hereof.

FILED

JUL 12 2001

William A. Shaw
Prothonotary

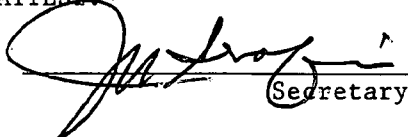
NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the said Contractor, for and in consideration of
the sum of (\$1.00) Dollar to it in hand paid by Owner, the receipt whereof is hereby
acknowledged, and the further consideration mentioned in the agreement aforesaid, for themselves and their
subcontractors, 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, 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.

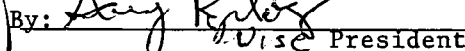
WITNESS our hands and seals this

26th day of June, 2001
BASTIAN HOMES - EBENSBURG, INC.

Signed, Sealed and Delivered
in the Presence of

ATTEST:


Secretary

By: 
Vice President



ACKNOWLEDGMENT FOR INDIVIDUAL

State of

County of

ss.

On this, the _____ day of _____, 19____, before me the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person _____ whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Title of Officer

ACKNOWLEDGMENT FOR CORPORATION

State of Pennsylvania

County of

ss.

On this, the 26th day of JUNE, 20 01, before me, a Notary Public, personally appeared _____, known to me to be the person whose name is subscribed as GARY Replogle, and who acknowledges himself to be the Vice President of BASTIAN HOMES - EBENSBURG, INC., corporation, and that he as such Vice President, being authorized to do so, executed the foregoing statement for the purposes therein contained by signing the name of the corporation by himself as

In witness whereof, I have hereunto set my hand and notarial seal.

Heather A. Barnhart

Notary Public

Stipulation
Against Liens

Owner KELLY JOHN RADZTETA

and TRACY M. CLARK

Contractor BASTIAN HOMES -

EBENSBURG, INC.

FILED

Date

Prothonotary

EXHIBIT "A"

ALL that piece or parcel of land situate in the Township of Penn, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a $\frac{3}{4}$ " rebar (set) on the southern line of lands of Thomas E. Best and Linda S. Best, as recorded in Clearfield County Deed Book 1439, Page 145, said rebar being South sixty-four (64°) degrees fifteen ($15'$) minutes seventeen ($17''$) seconds East a distance of one hundred seventy-seven and twenty-eight hundredths (177.28) feet from a 2 inch pipe (found) at the southwest corner of Thomas E. Best and Linda S. Best, said place of beginning being the northwest corner of the parcel herein conveyed; thence along the southern line of lands of Thomas E. Best and Linda S. Best, as recorded in Deed Book 1439, Page 145, South sixty-four (64°) degrees fifteen ($15'$) minutes seventeen ($17''$) seconds East a distance of two hundred ninety-six and forty-nine hundredths (296.49) feet to a $\frac{3}{4}$ " rebar (set), said rebar being the northwest corner of Lot No. 6 of the Monty T. Simbeck Subdivision, Phase 2; thence along the western line of Lot No. 6, South ten (10°) degrees twenty-one ($21'$) minutes forty-one ($41''$) seconds West a distance of one hundred forty-nine and twenty-six hundredths (149.26) feet to a $\frac{3}{4}$ " rebar (set), said rebar being on the northern right of way of a fifty (50) foot access road named Simbeck Drive; thence along the northern right of way of Simbeck Drive, the following courses and distances: North seventy-nine (79°) degrees twenty-one ($21'$) minutes five ($05''$) seconds West a distance of sixty-four and ninety hundredths (64.90) feet to a point; thence North seventy (70°) degrees forty-five ($45'$) minutes twelve ($12''$) seconds West a distance of one hundred twelve and ten hundredths (112.10) feet to a point; thence North seventy-seven (77°) degrees sixteen ($16'$) minutes twenty ($20''$) seconds West a distance of seventy-two and forty-seven hundredths (72.47) feet to a point; thence North eighty-one (81°) degrees forty-nine ($49'$) minutes ten ($10''$) seconds West a distance of seventy-one and ninety-eight hundredths (71.98) feet to a point; thence North eighty-two (82°) degrees one ($01'$) minute thirty-five ($35''$) seconds West a distance of twenty-nine and forty-four hundredths (29.44) feet to a point; thence along line of remaining land of Monty T. Simbeck, North twenty-seven (27°) degrees six ($06'$) minutes six ($06''$) seconds East a distance of two hundred twenty and sixty hundredths (220.60) feet to a $\frac{3}{4}$ " rebar (set) and place of beginning.

CONTAINING 1.318 acres, and being designated as Lot No. 5, as shown on Phase 2 of the Monty T. Simbeck Subdivision, dated June 5, 1999, which Subdivision Map was prepared by Curry & Associates. Bearing based on true North.

FURTHER, the Grantor does hereby grant and convey unto the said Grantees, their heirs and assigns, the free and uninterrupted use, liberty and privilege of passage in and along a certain right of way, in Penn Township, Clearfield County, Pennsylvania, extending in and out of Township Road 843, curving in a southwesterly direction and then curving in a southeasterly direction to land of Monty T. Simbeck, said right of way being 63 feet wide where it begins at the end of Township Road 843, and being 70.96 feet wide where it meets the western line of Monty T. Simbeck land, and said right of way being thirty (30) feet wide on the eastern side of the centerline of said right of way and thirty-three (33) feet wide on the western side of the centerline of said right of way, which right of way is shown on the aforesaid Subdivision Map of Monty T. Simbeck, prepared by Curry & Associates, and which right of way is described in Deed of Right of Way from Sharon Fiegel and Robert Fiegel to Monty T. Simbeck, recorded May 7, 1999 to Clearfield County Instrument No. 199907306, and as described in Deed of Right of Way from Dalma L. Nicholson to Monty T. Simbeck, recorded July 7, 1999 to Clearfield County Instrument No. 199911250.

FURTHER, the Grantor does hereby grant and convey unto the said Grantees, their heirs and assigns, the free and uninterrupted use, liberty and privilege of and passage in and along a fifty (50) foot right of way, designated as Simbeck Drive, as shown on the aforesaid Subdivision Map of Monty T. Simbeck, prepared by Curry & Associates.

TOGETHER with free ingress, egress and regress to and for the said Grantees, their heirs and assigns, their tenants and undertenants, occupiers or possessors of the said Grantees' premises, in common with him, the said Grantor, his heirs and assigns, his tenants and undertenants, occupiers or possessors of the said Grantors' messuage and ground adjacent to the above-described right of ways.