

01-1165-CD  
J. Quinn vs Pioneer Services

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOHN N. QUINN

VS

PIONEER SERVICES

STIPULATION AGAINST LIENS

WHEREAS PIONEER SERVICES entered into a contract with JOHN N. QUINN 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 LAWRENCE Township, CLEARFIELD County, Pennsylvania, being more particularly bounded and described as follows:

SEE ATTACHED SCHEDULE A.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said contract and for the consideration therein set forth, that neither the undersigned contractor, nor sub-contractor or materialman, nor any other person furnishing labor or materials to the said contractor under this contract shall file a lien, commonly called a mechanic's lien, for work done or materials furnished to the said building or any part thereof.

This stipulation is made and intended to be filed with the County Prothonotary within ten (10) days after date, in accordance with the requirements of Act of Assembly of Pennsylvania, in such case provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hand and seals this 10TH day of JULY, 2001.

WITNESSES:

*LG De Long*  
*LG De Long*  
\_\_\_\_\_

*John N Quinn* (SEAL)  
*Robert A. Shaw* (SEAL)  
\_\_\_\_\_ (SEAL)

FILED

JUL 20 2001

William A. Shaw  
Prothonotary

# Schedule A

**Witnesseth,** that in consideration of of the sum of Two Thousand Five hundred and no/100 (\$2,500.00) ----- Dollars, in hand paid, the receipt whereof is hereby acknowledged; the said Grantors do hereby grant and convey to the said Grantee s, their Heirs and Assigns, as tenants by the entireties,

**All** that certain piece or parcel of land situated in Lawrence Township, Clearfield County, Pennsylvania having erected thereon a two-story frame dwelling house, bounded and described as follows:

BEGINNING at an iron pin, said iron pin being located on the Southern Right-of-Way line of Township Route T-519, and said iron pin being located fifteen (15) feet West of the corner of land owned by Sylvan Williams, said iron pin being in the Western line of a private dirt road leading to remaining lands of Bruce W. Lanich; thence along the Western line of said private road South six (6) degrees thirty-five (35) minutes West one hundred ninety-two (192) feet to an iron pin, said iron pin being fifteen (15) feet West of the Western line of land of Sylvan Williams and said iron pin being in the Western line of the private dirt road; thence along remaining lands of the Grantors South eighty-seven (87) degrees thirty-five (35) minutes West seventy-three and fifty-five hundredths (73.55) feet to an iron pin, said iron pin being located in the Eastern property line of land now owned by Thomas O'Dell; thence along O'Dell land North two (2) degrees ten (10) minutes East one hundred sixty-five and four tenths (165.4) feet to an iron pin, said iron pin being the North east corner of land owned by Thomas O'Dell and said iron pin being located in the Southern Right-of-Way line of T.R. #519; thence along the Southern Right-of-Way line of T-519 North seventy-two (72) degrees thirty-five (35) minutes East ninety-five (95) feet to the iron pin and place of beginning. Containing approximately .35 acres. A Survey of said land was made by Allan L. Martin, Registered Surveyor on November 3, 1978 and a copy of same is attached hereto, outlined in red and made a part hereof.

FURTHER GRANTING AND CONVEYING unto the Grantees herein, their heirs, executors and assigns, the perpetual right and privilege of using the private dirt roadway as located on the attached Survey Print. It is expressly agreed and understood that the Grantees, their heirs, executors and assigns shall have the right in common with the Grantors herein, their heirs, executors and assigns to use said private roadway as ingress, egress and regress to said Grantees land. Grantees, their heirs and assigns shall be responsible for one-half ( $\frac{1}{2}$ ) of the costs and expense of work necessary to maintain said road in a passable condition by a two-wheel drive vehicle, and the Grantees, their heirs, executors and assigns shall not in any way obstruct, block, or limit the use of said private roadway.

BEING a part of the same premises which vested in Bruce W. Lanich, et ux by Deed from Sam A. Marino dated July 2, 1969 and recorded in the Recorder's Office of Clearfield County in Deed Book 549, page 400.