

01-1228-CD  
WILLIAM RUSSELL etal -vs- KELLY JOHN RADZIEJA etal

01-1228-CD

## Stipulation Against Liens

THIS AGREEMENT made the 27<sup>th</sup> day of July, 2001,  
by and between WILLIAM RUSSELL, trading and doing business as RUSSELL CONTRACTING,  
of R.D. 1, Box 333A, Grampian, Pennsylvania 16838

hereinafter referred to as Contractor,

AND

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

, hereinafter referred to as  
Owner, whereby the former undertook and agreed to ~~erect and construct~~ general contracting

on that certain lot of ground situate in

Penn Township, Clearfield County, Pennsylvania, being more particularly  
bounded and described in Exhibit "A" attached hereto.

FILED

JUL 30 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 him 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

Signed, Sealed and Delivered  
in the Presence of

27<sup>th</sup> day of July, 2001  
RUSSELL CONTRACTING  
By: William Russell, Proprietor



Stipulation  
Against Liens

Owner Kelly John Radzieta and

Tracy M. Clark

Contractor William Russell,

trading and doing business

as Russell Contracting

FILED

Date

Prothonotary

Notary Public

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

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed as \_\_\_\_\_, and who acknowledges himself to be the \_\_\_\_\_ of \_\_\_\_\_, corporation, and that he as such \_\_\_\_\_, being authorized to do so, executed the foregoing statement for the purposes therein contained by signing the name of the corporation by himself as

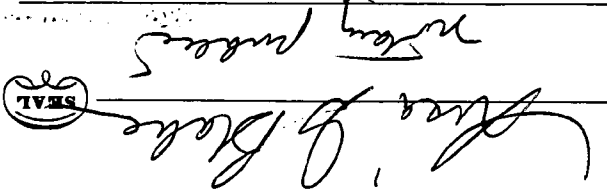
State of \_\_\_\_\_  
County of \_\_\_\_\_

ss. }

ACKNOWLEDGMENT FOR CORPORATION

NOTARIAL SEAL  
LISA G. BLAKE, NOTARY PUBLIC  
CLEARFIELD BORO, CLEARFIELD CO.  
MY COMMISSION EXPIRES NOV. 10, 2003

Title of Officer

  
SEAL

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

known to me (or satisfactorily proven) to be the person \_\_\_\_\_ whose name \_\_\_\_\_ is \_\_\_\_\_ executed the same for the purposes therein contained.

RUSSELL CONTRACTING

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me the undersigned officer, personally appeared WILLIAM RUSSELL, trading and doing business as \_\_\_\_\_

State of Pennsylvania  
County of Clearfield

ss. }

ACKNOWLEDGMENT FOR INDIVIDUAL

## **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 ( $64^{\circ}$ ) 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 ( $64^{\circ}$ ) 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 ( $10^{\circ}$ ) 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 ( $79^{\circ}$ ) 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 ( $70^{\circ}$ ) 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 ( $77^{\circ}$ ) 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 ( $81^{\circ}$ ) 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 ( $82^{\circ}$ ) 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 ( $27^{\circ}$ ) 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' message and ground adjacent to the above-described right of ways.