

02-883-CD
ROBIN STEFFAN -vs- JIM PETERS et al

STIPULATION AGAINST LIENS

02-883-02

William A. Shaw
Prothonotary

THIS AGREEMENT, made the 27th day of April, 2002, by and between ROBIN STEFFAN, of 425 Viehdorfer Road, Karthaus, Pennsylvania; JIM PETERS, t/d/b/a NEW ERA EXCAVATING, of P.O. Box 51, Mineral Springs, Pennsylvania, and FRED ARNOLD, of 100 Foreman Street, Osceola Mills, Pennsylvania, hereinafter referred to as "CONTRACTORS",

AND

BRAD W. DIXON, an individual, and LARA A. SAGER, an individual, of 104 South Fourth Street, Clearfield, Pennsylvania, hereinafter referred to as "OWNERS",

whereby the former undertook and agreed to improvements of said property on that certain lot of ground situate in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post along Old route 322 right of way and being exactly 650' West of a post on the North West corner of Clifford Peters lot and along other lands of grantors, thence West along said State Highway a distance of 600' to an iron post and land of grantor, thence South along grantors land 225' to iron post, thence East along same grantors land 600' to iron post, thence North 250' to iron post and place of beginning.

The description of the above described premises having been corrected by survey of William E. Maines, P.E., dated May, 1976, now reads as follows:

BEGINNING at a point being the centerline of L.R. 17121, (also known as Old Route 322), South $51^{\circ} 19'$ East 587.26 feet to a point; thence South $38^{\circ} 41'$ West 29.24 feet to an existing iron pin on right of way of L.R. 17121; thence along other property of Bradford Coal Co., Inc. South $74^{\circ} 04'$ West 354.20 feet to an existing iron pin; thence along property of J.R. Mulhollen North $42^{\circ} 39'$ West 489 feet to an existing iron pin; thence still along other property of J.R. Mulhollen North $66^{\circ} 35'$ East 216.40 feet to an existing iron pin; thence North $38^{\circ} 41'$ East 53.10

feet to a point on centerline of L.R. 17121 and place of beginning.

NOW THEREFORE, THIS AGREEMENT WITHNESSETH: That the said CONTRACTORS, for and in consideration of the sum of One (\$1.00) DOLLAR to Contractors in hand paid by OWNERS, the receipt whereof is hereby acknowledged, and 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 CONTRACTORS, 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 27 day of April, 2002.

Signed, Sealed and Delivered
in the presence of

WITNESS:

Bob Dix

Robin Steffan
Robin Steffan

Bob Dix

James S Peters
Jim Peters

Bob Dix

Fred Arnold
Fred Arnold

FILED

CLEARFIELD, PENNSYLVANIA 16830
P.O. BOX 552
211 1/2 EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

Lap over margin

FILED

Atty Nadddeo
pd. 26.00
MAY 13 2002
MAY 31 2002
No CC

W^{AS}
William A. Shaw
Prothonotary