

02-1020-CD
Jeffrey Thorp vs David Stanko

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JEFFREY L. THORP etux -vs- DAVID STANKO et al

JUN 26 2002

STIPULATION AGAINST LIENSWilliam A. Shaw
Prothonotary

THIS AGREEMENT, made the 6th day of June, 2002, by and between DAVID STANKO, of Pleasant Valley Road, Woodland, Pennsylvania; BOWMAN MASONRY, of 301 Nichols Street, Clearfield, Pennsylvania; J & E PLUMBING & HEATING CO., Clearfield, Pennsylvania; DUBROOK, INC., of Parkway Drive, DuBois, Pennsylvania; LEZZER LUMBER COMPANY, of Curwensville, Pennsylvania; THE HITE COMPANY, of Hyde, Pennsylvania;, hereinafter referred to as "CONTRACTOR",

AND

JEFFREY L. THORP and SUSAN M. THORP, husband and wife, of 106 South Second Street, Clearfield, Pennsylvania, hereinafter referred to as "OWNER",

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

ALL that certain piece or parcel of land situate in Lawrence Township, Clearfield County, Pennsylvania, being bounded and described as follows:

BEGINNING at a $\frac{1}{4}$ " rebar on the eastern right-of-way line of the eastern cul-de-sac at the southern end of Cambria Street; said rebar also being the northwest corner of land now or formerly of Ronald and Gloria Collins Lot #3 of the Frank and Joyce Cambria Residential Subdivision; thence by the right-of-way line of the eastern cul-de-sac at the southern end of Cambria Street by the arc of a curve to the left, 49.04 feet to a railroad spike at the southeast corner of Lot #1 of the aforementioned subdivision; thence by the eastern line of Lot #1 now or formerly in the name of Vincent J. & Mary J. McGinnis the following two courses and distances N $40^{\circ}02'30''$ W, 1.22 feet to a point; thence N $5^{\circ}47' 05''$ W, 144.62 feet to a $\frac{1}{4}$ " capped rebar on the southern line of land now or formerly of Raymond L. Freeman; thence by Raymond L. Freeman's southern line N $50^{\circ}07'00''$ E, 75.00 feet to a $\frac{1}{4}$ " rebar set on the western right-of-way line of Sheridan Drive (unopened); thence by the western right-of-way line of Sheridan Drive (unopened) S $40^{\circ}05'20''$ E, 159.96 feet to a $\frac{1}{4}$ " capped rebar at the northeast corner of Lot #3 of the Cambria Residential

Subdivision; thence by the northern line of Lot #3, S 48°16'28" W, 138.53 feet to a $\frac{3}{4}$ " rebar on the right-of-way line of the eastern cul-de-sac located at the southern end of Cambria Street and the place of beginning. Said parcel of land containing 0.46 acres of land more or less.

Being Lot No. 2 in the Frank and Joyce Cambria Plan of Lots, said plan is recorded in Clearfield County Map File 971, as amended by map recorded in Clearfield County Map File 1042.

NOW THEREFORE, THIS AGREEMENT WITHNESSETH: That the said CONTRACTOR, for and in consideration of the sum of One (\$1.00) DOLLAR to Contractor in hand paid by OWNER, 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 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 6th day of June,
2002.

Signed, Sealed and Delivered
in the presence of

WITNESS:

David Stanko

BOWMAN MASONRY

By Gay Bowman - Bowman Masonry

J&E PLUMBING & HEATING

By Frank R. Ettemeyer

ATTEST:

Jim Fedarko

ATTEST:

Arthur Wiegman

ATTEST:

David M. Darrow

DuBROOK, INC.

By Mark P. McNamee

LEZZER LUMBER COMPANY

By Thomas Fontenot

THE HITE COMPANY

By Dale Parrey

FILED

No. *cc*

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JUN 26 2002

Atty Nadeem
pd \$20.00

cc
William A. Shaw
Prothonotary