

02-1921-cd
BRENT A. HAND, et al. vs. WILLIAM M. HAND

FILED

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 02-1921 -CD

DEC 10 2002

William A. Shaw
Prothonotary

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 9th day of December, 2002, BETWEEN

BRENT A. HAND and STEPHANIE A. HAND, husband and wife, of 595 E. 8th Street,
Clearfield, Pennsylvania 16830, herein referred to as Owners,

- A N D -

WILLIAM M. HAND, of 611 Cambria Drive, Clearfield, Clearfield County, Pennsylvania
16830, herein referred to as Contractor,

WHEREAS, BRENT A. HAND and STEPHANIE A. HAND, husband and wife, Owners herein, is about to execute contemporaneously herewith, a contract, with WILLIAM M. HAND, Contractor herein 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, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

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

BEING known as Lot 1 and beginning at a 5/8" rebar set in the centerline of an existing road, said 5/8" rebar also being the northwestern corner of the land herein described; thence by Lot 3 of the Hand and Lumadue Subdivision North 58 degrees 13 minutes 43 seconds East 363.28 feet to a 5/8" rebar; thence still by Lot 3 of the Hand and Lumadue Subdivision North 31 degrees 37 minutes 59 seconds West 100.00 feet to a 5/8" rebar; thence by Lot 4 of the Hand and Lumadue Subdivision North 69 degrees 06 minutes 31 seconds East 529.79 feet and crossing a twenty (20) foot private road to a 5/8" rebar set at the northeastern corner of said twenty (20) foot private road; thence by the eastern line of said twenty (20) foot private road and Lot 2 of the Hand and Lumadue Subdivision South 31 degrees 46 minutes 17 seconds East 525.85 feet to a 5/8" rebar set in the northern line of S.R. 1003; thence by the northern line of S.R. 1003 South 58 degrees 31 minutes 41 seconds West 665.95 feet and crossing a twenty (20) foot private road to a 1" iron pipe found in the northern line of said S.R. 1003; thence still by the northern line of said S.R. 1003 North 56 degrees 03 minutes 20 seconds East 25.79 feet to a 2 1/2" iron bolt found in the northern line of said S.R. 1003 and in the centerline of the aforementioned existing road; thence by the centerline of said existing road and land of W. Leitzinger Heirs and H.J. Bolton Heirs the following courses and distances: North 56 degrees 09 minutes 55 seconds West 201.56 feet to a point; North

57 degrees 19 minutes 56 seconds West 150.13 feet to a point; North 51 degrees 35 minutes 22 seconds West 139.07 feet to a point and North 49 degrees 07 minutes 57 seconds West 75.99 feet to a 5/8" rebar set in the centerline of said existing road and the place of beginning. Containing 10.004 acres.

NOW, the day and date first above written, and at the time of and immediately before the execution of the principle contract, and before any authority has been given by the said owners to the said contractor to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with owner and the further consideration of one (\$1.00) to contractor paid by owner, it is hereby agreed by and between the said parties hereto that the said contractor for themselves and their sub-contractor and all parties acting through or under them, covenant and agree that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the said building and lot of ground appurtenant thereto, for or on account of any work done or materials furnished by them, or any of them, under the principle contract or otherwise for, toward, in, or about the erection and construction of the said building, and the said contractor, for themselves and their sub-contractor and others under them, hereby expressly waive and relinquish the right to have or maintain any mechanics lien or claim against the said building or the lot of ground appurtenant thereto, and that this agreement waiving the right of lien shall be an independent covenant.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

By William M Hand
WILLIAM M. HAND, Contractor

Brent A Hand
BRENT A. HAND, Owner

Stephanie A Hand
STEPHANIE A. HAND, Owner

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William A. Shaw
Prothonotary