

02-1997-CD
AMY B. BORTOT, et al. vs. LARRY W. EVANS CONTRACTING

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

AMY B. BORTOT and
MARIANNE MOORE,

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NO. 02- 1997-^{CD}~~WHL~~

vs.

LARRY W. EVANS
CONTRACTING,

FILED

DEC 31 2002

STIPULATION AGAINST LIENS

William A. Shaw
Prothonotary

THIS AGREEMENT, made this 20 day of December, 2002,
BETWEEN AMY R. BORTOT, an individual, of P. O. Box 536, Hyde, Pennsylvania 16843,
and MARIANNE MOORE, an individual, of 301 Mt. Joy Road, Clearfield, Pennsylvania
16830, herein referred to as Owners,

- A N D -

LARRY W. EVANS CONTRACTING, of R. D. #2, Box 48, Curwensville, Pennsylvania
16833, herein referred to as Contractor,

WHEREAS, AMY R. BORTOT and MARIANNE MOORE, Owners herein, are
about to execute contemporaneously herewith, a contract, with LARRY W. EVANS
CONTRACTING, 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 located in Lawrence Township, Clearfield County,
Pennsylvania, bounded and described as follows:

Lot No. 3, Block 59, Hyde, Pennsylvania, Assessment Map No. 123-J9-623-96.

BEING the same premises as were granted and conveyed unto the Grantors herein by deed of Charles Mallon, et. ux., dated October 1, 1999, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, at Instrument #199918889.

A L S O

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

BEGINNING at the iron pin of Amy Bortot located at the Northeast intersection of Montgomery Street and Lincoln Avenue; thence along the vacated right of way of Lincoln Avenue, North 56 degrees forty-three (43) minutes fifty-three (53) seconds West, approximately fifteen (15) feet to the center of this vacated right-of-way; thence along the center of the vacated right-of-way of Lincoln Avenue, North Thirty-seven (37) degrees Sixteen (16) minutes seven (7) seconds East approximately One Hundred Fifteen (115) feet to the bank of Montgomery Run; thence along the bank of Montgomery Run approximately Fifteen (15) feet to an iron pin, being the Northwestern corner of the Amy Bortot property; thence along the line of Amy Bortot, being the right-of-way line of vacated Lincoln Avenue, South Thirty-seven (37) degrees sixteen (16) minutes seven (7) seconds West, One Hundred six and eighty-three hundredths (106.83) feet to an iron pin and the place of beginning.

Reserved from the vacated right-of-way of Lincoln Avenue is an easement for Pennsylvania Department of Transportation surface drain extending from McPhearson Street to Montgomery run.

BEING a portion of a former alleyway known as Lincoln Avenue between McPhearson Street and Montgomery Run Street, said alleyway being abandoned by the Lawrence Township Supervisors by Ordinance No. 2001-1. A copy of said Ordinance is attached for reference, as well as a copy of said map prepared by Allan L. Martin P.E./PLS dated May 3, 2000.

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:

Kathleen A. Ricotta

By Larry W. Evans
LARRY W. EVANS CONTRACTING
Contractor

Kathleen A. Ricotta

Amy B. Bortot
AMY B. BORTOT, Owner

Kathleen A. Ricotta

Marianne H. Moore
MARIANNE MOORE, Owner

FILED

Atty General

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DEC 31 2002

Nb cc

William A. Shaw
Prothonotary