

03-701-CD  
NATHAN M. DORTS, et al. vs. J. J. POWELL

COVENANT AGAINST LIENS

2003-701-00

THIS AGREEMENT made this 3 day of MAY, 2003,  
between Nathan M. Dotts and Melanie S. Dotts, of P.O. Box 41, Glen Hope, Pennsylvania, herein  
referred to as "Owners",

**FILED**

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MAY 09 2003

JJ Powell, of Philipsburg, Pennsylvania, hereinafter referred to as "Contractor".

William A. Shaw  
Prothonotary

WHEREAS, Nathan M. Dotts, and Melanie S. Dotts, owners herein, are about to execute  
contemporaneously herewith, a contract, with JJ Powell, Contractor herein, for certain construction  
work to be performed upon certain lots of land situate and described as follows:

ALL that certain piece or parcel of land situate in the Borough of Glen Hope, County  
of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the southern side of SR 857, said pin being the  
northwest corner of the property herein described; thence along SR 857 the following  
five courses and distances: SOUTH 86 DEGREES 26 MINUTES 15 SECONDS  
EAST a distance of 284.51 feet; SOUTH 80 DEGREES 38 MINUTES 55  
SECONDS EAST a distance of 97.93 feet; SOUTH 74 DEGREES 22 MINUTES 55  
SECONDS EAST a distance of 97.93 feet; SOUTH 68 DEGREES 56 MINUTES 30  
SECONDS EAST a distance of 100.48 feet; SOUTH 62 DEGREES 34 MINUTES  
30 SECONDS EAST a distance of 98.10 feet; SOUTH 56 DEGREES 01 MINUTES  
10 SECONDS EAST a distance of 28.46 feet; To an Iron pin; thence along the line  
of Parcel number 1; SOUTH 24 DEGREES 24 MINUTES 00 SECONDS WEST a  
distance of 462.55 feet; to an iron pin; thence along an access road; SOUTH 24  
DEGREES 24 MINUTES 00 SECONDS WEST a distance of 40.00 feet to an iron  
pin; thence along the line of Parcel number 1; SOUTH 24 DEGREES 24 MINUTES  
00 SECONDS WEST a distance of 283.16 feet; To an iron pin; thence along same  
NORTH 65 DEGREES 25 MINUTES 30 SECONDS WEST a distance of 125 feet  
to an iron pin; thence along same NORTH 65 DEGREES 25 MINUTES 30  
SECONDS WEST a distance of 121.79 feet to an iron pin; thence along same  
NORTH 65 DEGREES 25 MINUTES 30 SECONDS WEST a distance of 372.43  
feet to an iron pin; thence along same NORTH 59 DEGREES 09 MINUTES 15  
SECONDS EAST a distance of 287.45 feet to an iron pin; thence along same  
NORTH 07 DEGREES 50 MINUTES 45 SECONDS WEST a distance of 55.07 feet  
to an iron pin; thence along an access road NORTH 07 DEGREES 50 MINUTES 45

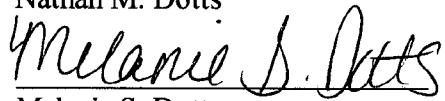
SECONDS WEST a distance of 47.39 feet to an iron pin; thence along same NORTH 07 DEGREES 50 MINUTES 45 SECONDS WEST a distance of 269.51 feet to an iron pin; thence along same NORTH 07 DEGREES 31 MINUTES 55 SECONDS EAST a distance of 100.03 feet to an iron pin and the Point of Beginning. Containing 10.00 acres more or less and being parcel to as shown of the Leiden subdivision as prepared by George A. Cree, Registered Surveyor, 2417 Skyline Drive, Fallentimber, Pennsylvania, 16639.

BEING those same premises conveyed unto Nathan M. Dotts and Melanie S. Dotts, husband and wife, by Deed dated October 19, 2000 from Robert Leiden and Alice Leiden, husband and wife, and recorded in the Recorder's Office of Clearfield County at Instrument No. 2000015700.

**NOW**, the day and date first above written, and at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said Owners to the said Contractor to commence work or purchase materials upon the same, in consideration of the making of the said contract and the further consideration of One (\$1.00) Dollar to Contractor paid by Owners, receipt whereof is hereby acknowledged, it is hereby agreed by and between the said parties hereto that the said Contractor, for themselves, their subcontractors and all other parties acting through or under them, hereby covenants and agrees that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the subject premises for or on account of any work done or materials furnished by them or any of them under the principal contract or otherwise for, toward, in, or about the said construction; and the said contractor, for themselves, their subcontractors and all others under them, hereby expressly waives and relinquishes the right to have or maintain any mechanics lien or claim against the subject premises, and that this agreement waiving the right of lien shall be an independent covenant.



Nathan M. Dotts



Melanie S. Dotts



JJ Powell

By:

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF CLEARFIELD

Before me, the undersigned officer, personally appeared Wendy Kline satisfactorily proven to be the same, who, being duly sworn according to law, acknowledged that he/she executed the foregoing instrument for the purposes contained therein.

May In witness whereof, I have hereunto set my hand and official seal this 3 day of

James L. Haeberlein  
Notary Public

DISTRICT JUSTICE 46-3-04  
My Commission expires 1st Mon., Jan. 2003

THIS AGREEMENT  
NATHAN M. DOTTs and  
MELANIE S. DOTTs  
and

JU POWELL

Covenant Against Liens

**Subel, Collins & Kureashard**  
ATTORNEYS & COUNSELORS AT LAW  
218 SOUTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830  
(814) 765-5552 (814) 765-6555

**FILED**

MAY 09 2003

William A. Shaw  
Prothonotary