

03-989- CD  
EDWARD T. RUTER, et al vs. COSSICK CONSTRUCTION

03-989-CD

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2003-

-CD

**STIPULATION AGAINST LIENS**

THIS AGREEMENT, made this 28<sup>th</sup> day of June, 2003, BETWEEN  
EDWARD T. RUTTER and NICOLE RUTTER, husband and wife, of 290 Rutter Drive,  
Coalport, Pennsylvania 16627, herein referred to as Owners,

- A N D -

COSSICK CONSTRUCTION, of P.O. Box 277, Irvona, Clearfield County, Pennsylvania  
16627, herein referred to as Contractor,

WHEREAS, EDWARD T. RUTTER and NICOLE RUTTER, husband and  
wife, Owners herein, is about to execute contemporaneously herewith, a contract, with  
COSSICK CONSTRUCTION, 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 Beccaria Township,  
County of Clearfield and Commonwealth of Pennsylvania, bounded and described as  
follows:

ALL that certain piece or parcel of land in the Township of Beccaria, County of Clearfield,  
Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin (found), being the southwest corner of land of William Jeffrey Best,  
et ux (Tax Parcel J17-186), being the northeast corner of land of Dan Dudurich and Shannon  
Dudurich h/w (Tax Parcel J17-188), and being the northwest corner of the herein described  
parcel - Lot 1B in the Edward H. Rutter, et ux Subdivision Plan, 1<sup>st</sup> Revision - below referenced:  
thence South 82 degrees 41 minutes 50 seconds East along land of William Jeffrey Best, et ux (Tax

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William A. Shaw  
Prothonotary

Parcel J17-186) for a distance of 287.92 feet to an iron pin (found); thence South 82 degrees 41 minutes 18 seconds East along land of William Jeffrey Best, et ux (Tax Parcel J17-160) for a distance of 213.88 feet to an iron pin (found); thence South 19 degrees 33 minutes 39 seconds East along land of S.E. Orrick, et ux (Tax Parcel J17-178) for a distance of 494.23 feet to an iron pin (found); thence North 87 degrees 08 minutes 50 seconds West along land of Jo Elaine Lines, et vir (Tax Parcel J17-177) and along the southerly line of a proposed 30 foot wide roadway for a distance of 631.53 feet to an iron pin (set); thence North 01 degrees 16 minutes 11 seconds East along residual land of Edward H. Rutter, et ux grantors herein (Tax Parcel J17-182) for a distance of 212.04 feet to an iron pin (set); thence North 07 degrees 23 minutes 45 seconds West along land of Dan Dudurich and Shannon Dudurich h/w (Tax Parcel J17-188) for a distance of 288.50 feet to the point of beginning. Containing 6.028 acres.

The above property being shown as Lot 1B on the Edward H. And Pamela J. Rutter Subdivision, 1<sup>st</sup> Revision, prepared by Dennis E. Sheehan, PLS on February 10, 2003, said plan recorded in Clearfield County Instrument No. 200308263.

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:

Carol J. Corrick

By Joseph Todd Casside

Contractor

Carol J. Corrick

Edward T. Rutter

EDWARD T. RUTTER, Owner

Carol J. Corrick

Nicole Rutter

NICOLE RUTTER, Owner

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*of 5:00 a.m.*  
William A. Shaw  
Prothonotary

*no cc*