

03-1423-CD
LPL LAND, INC. vs. DANIEL S. HERMAN, et al

03-1423-C

FILED

STIPULATION AGAINST LIENS

SEP 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

THIS AGREEMENT, made the 19th day of September, 2003, by and between LPL LAND, INC., of Curwensville, Pennsylvania, hereinafter referred to as "CONTRACTOR"

AND

DANIEL S. HERMAN and KATHRYN S. HERMAN, husband and wife, of 328 Elm Avenue, Clearfield, Pennsylvania, hereinafter referred to as "OWNER",

whereby the former undertook and agreed to construct a dwelling on that certain lot of ground situate in the Township of Bradford, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a $\frac{3}{4}$ inch rebar set on the western line of Kenneth Lynn and Lorraine E. Miles, as was conveyed to them by instrument number 200002630, said rebar being on the Township Line between Bradford and Graham Townships, said rebar being also at the northeast corner of Walter and Faye English, as was conveyed to them by deed book 472 page 163, said rebar being the southeast corner of the land herein conveyed and running; thence north 84 degrees 38 minutes 50 seconds west a distance of 829.35 feet, along Walter and Faye English to a 1 inch iron pipe and stones found witnessed at the southeast corner of R. Eugene and Delores English, as was conveyed by deed book 758 page 198; thence north 01 degrees 36 minutes 20 seconds east a distance of 1010.71 feet, along R. Eugene and Delores English, to a point in the centerline of Pennsylvania State Route 2032, said line passing through a 1 inch rebar and stones found witnessed at 23.22 feet back from said point in the centerline of Pennsylvania State Route 2032; thence along the centerline of Pennsylvania State Route 2032 the following courses and distances: south 89 degrees 05 minutes 53 seconds east a distance of 207.07 feet; thence 72.44 feet along an arc of a circle, curving to the right, with a 3972.75 foot radius, the long chord of which bears south 88 degrees 34 minutes 33 seconds east a distance of 72.43 feet; thence south 88 degrees 03 minutes 12 seconds east a distance of 111.33

feet; thence 222.84 feet along an arc of a circle curving to the right, with a 1852.41 foot radius, the long chord of which bears south 84 degrees 36 minutes 26 seconds east a distance of 222.71 feet; thence south 80 degrees 08 minutes 55 seconds east a distance of 65.45 feet; thence 130.76 feet along an arc of a circle, curving to the left, with a 2653.70 foot radius, the long chord of which bears south 82 degrees 16 minutes 01 seconds east a distance of 130.75 feet to a point in the centerline of Pennsylvania State Route 2032; thence south 00 degrees 30 minutes 17 seconds west a distance of 1079.15 feet, through the right-of-way of Pennsylvania State Route 2032, along William J. Shirokey, as was conveyed to him by deed book 1115 page 379, and along Kenneth Lynn and Lorraine E. Miles to a 3/4 inch rebar set and place of beginning.

Containing 19.355 acres total, minus 0.558 acre for the right-of-way of Pennsylvania State Route 2032, leaving 18.775 acres net and known as Lot 1 of the David E. Gargasz Subdivision dated September 5, 2002, as shown on map prepared by Curry and Associates. Bearings above are based on True North.

BEING the same premises conveyed to Owners herein by deed of David E. Gargasz dated February 7, 2003 and recorded in the Office of the Register and Recorder for Clearfield County as Instrument No. 200301991.

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 and OWNER**, 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 19th day of September,
2003.

ATTEST:

Tina Evans
Secretary

LPL LAND, INC.

By Philip Herman
President

Daniel S. Herman
Daniel S. Herman

Kathryn S. Herman
Kathryn S. Herman

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