

03-1480-CD
Joseph Sabatose vs. Dennis F. Liegey, Jr. et al.

STIPULATION AGAINST LIENS

2003-1486-CD

THIS AGREEMENT, made the 2nd day of October, 2003, by and between JOSEPH SABATOSE, t/d/b/a J.S. CONSTRUCTION, of 544 Treasure Lake, DuBois, Pennsylvania, hereinafter referred to as "CONTRACTOR"

FILED

AND

DENNIS F. LIEGEY, JR. and JEAN M. LIEGEY, husband and wife, of 1423 Dorey Street, Clearfield, Pennsylvania, hereinafter referred to as "OWNER",

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William A. Shaw
Prothonotary/Clerk of Courts
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whereby the former undertook and agreed to make additions and improvements on that certain lot of ground situate in the Township of Lawrence, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a pipe corner at the South side of the extension of Daisy Street from the Borough of Clearfield, said corner being 4.7 feet East of the Northeast corner of Lot No. 93; thence along the residue of Lot No. 94, South twenty-three degrees, eighteen minutes West 70.7 feet to an iron pipe corner; thence along residue of Lot No. 94 South sixteen degrees twenty minutes West 51 feet to a pipe corner at the North side of Woodland Road; thence along Woodland Road North eighty-eight degrees forty-five minutes East 49 feet to an iron pipe corner; thence by residue of Lot No. 95 North twenty-two degrees ten minutes East 36.2 feet to an iron pipe corner; thence along residue of Lot No. 95 North twenty-five degrees twenty-eight minutes East 60.9 feet to an iron pipe corner of the South side of Daisy Street Extension; thence by the South side of Daisy Street Extension North sixty-two degrees fifteen minutes West 52.6 feet to the place of beginning, being parts of Lots No. 94 and No. 95 in the Thomas W. Barrets Addition to the Borough of Clearfield, recorded in Miscellaneous Book "P", page 345.

THE SECOND THEREOF: BEGINNING at a pipe corner at South side of the extension of Daisy Street from the Borough of Clearfield, being the Northesst corner of lot of Thomas Spingola; thence along line of lot of Thomas Spingola, North twenty-five (25) degrees, twenty-eight (28) minutes East, sixty and nine-tenths (60.9) feet to pipe; thence along line of lot of Thomas Spingola, North twenty-two (22) degrees ten (10) minutes East, thirty and two-tenths (30.2) feet to Woodland Road; thence along the South side of Woodland Road, North eighty-eight (88)

degrees, forty-five (45) minutes East, forty (40) feet, more or less, to an alley; thence along said alley North twenty-seven (27) degrees, forty-seven (47) minutes West seventy-six and five-tenths (76.5) feet to post on Daisy Street; thence along Daisy Street North sixty-two (62) degrees, fifteen (15) minutes East, forty-three (43) feet, more or less to iron pipe, corner of lot of Thomas Spingola and place of beginning. Being part of Lot No. 95 in the plan or plot of lots of the Thomas W. Barrett Addition to Clearfield, recorded in Miscellaneous Book P, page 245.

THE THIRD THEREOF: BEGINNING at the intersection of Daisy Street and Woodland Road; thence by line of Daisy Street one hundred twenty-one and three-tenths (121.3) feet to an alley; thence by line of said alley sixty-seven and four-tenths (67.4) feet to Woodland Road; thence by line of Woodland Road to post and place of beginning.

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 2nd day of October, 2003.

WITNESS:

Linda C Lewis

J.S. CONSTRUCTION

By

Joseph Sabatose

Dennis F. Liegey Jr.

Jean M. Liegey