

04-493-CD  
ADRIAN SANDY FIRE COMPANY #3 vs. MARK SULLIVAN, et al.

Adrian Sandy Fire Co. vs Mark Sullivan et al  
2004-493-CD

04-493-02

**CONTRACTOR'S WAIVER OF LIENS**

**THIS AGREEMENT** made and entered into this 16th day of March, 2004, by and between **ADRIAN SANDY FIRE COMPANY # 3**, of R D # 3, Box 3, Du Bois Clearfield County, Pennsylvania, hereinafter "Owner" and **MARK SULLIVAN, t/d/b/a SULLIVAN COMPANY**, of Du Bois, Clearfield County, Pennsylvania, hereinafter "Contractor".

**NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY**, the parties do agree as follows:

1. The Contractor for himself and anyone else acting or claiming through or under him, intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanics' lien, claim or notice of intention to file any lien or claim, and does hereby covenant, promise and agree that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the improvements or the estate or the title of the Owner in the property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor or any subcontractor, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the improvements or the property or any part thereof, or on credit thereof, and that all subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all subcontractors, materials furnished

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and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner for any work done or labor or materials furnished under the Contract for and about the erection, construction and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. The Contractor does hereby remise, release and waive for himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL that certain piece or parcel of surface only located in the Township of Winslow, County of Jefferson and State of Pennsylvania, as more particularly described on Exhibit "A" attached hereto.

3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.

4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the work "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine

and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

**IN WITNESS WHEREOF**, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

SULLIVAN COMPANY

BY Mark T. Sullivan  
Mark Sullivan, Contractor

ADRIAN SANDY FIRST COMPANY # 3

BY: Charles Zernell  
Charles Zernell, President

**ALL that certain piece, parcel or tract of land, situate in SANDY TOWNSHIP, Clearfield County, Pennsylvania, bounded and described as follows:**

**BEGINNING** at a post at corner of lands now or formerly of The DuBois Land Company and lands of AC. Hopkins; thence South, 39 degrees West, by lands now or formerly of Alfred Bell, a distance of 161.5 feet to a post at an alley; thence along the Northwest line of said alley North 51 degrees 58 minutes West, a distance of 311 feet, to corner of lands now or formerly of Frank Frano; thence along lands now or formerly of Frano North, 38 degrees 2 minutes East, and also in part along lands now or formerly of John E. Burns, to post in line of lands now or formerly of the AC. Hopkins Estate, a distance of about 201.5 feet; thence along lands now or formerly of Hopkins, South 44 degrees 39 minutes East, a distance of about 317.5 feet to post and the place of beginning.

This conveyance is intended to include Lots Nos. 147, 148, 149, 11 and 12 of the J. E. Burns Plot of Lots as plotted by E. W. Hess, Engr. of date of May 15, 1918, and also the part thereon designated and then intended as a 50 foot street between Lots Nos. 12 and 147, and also the strip abutting the six lots above named and the 50 foot street, to the Northeast, being between the said Lots and the street, and the said A. C. Hopkins land.

**SUBJECT** however to all reservations, exceptions and easements as may appear of record.

**BEING** the same premises which became vested in Adrian Sandy Fire Co. # 3, by deed of The Township of Sandy, dated March 1, 2004 and not yet recorded but intended to be prior to recording of this Waiver.

**EXHIBIT "A"**

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APR 12 2004

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pd. 20.00

04-494-CA

JOSEPH S. BEAHAN, III, et al vs. DONALD BEVERIDGE

# Stipulations Against Liens

04-494-CD

Joseph S. Beahan, III and Carol A. Beahan, in the Court of Common Pleas, County of  
Husband and Wife, Owner Clearfield, Pennsylvania  
vs.  
Donald Beveridge, General Contractor Number Term, ~~XX~~ 2004  
Contractor

Wherein, Joseph S. Beahan, III and Carol A. Beahan, husband and wife,  
of 103 East Pauline Drive, RD 4 Golden Rod Farms, Clearfield, Pennsylvania, 16830  
is about to execute contemporaneously herewith, a contract, with Donald Beveridge, General Contractor  
of P. O. Box 128, Hawk Run, Pennsylvania, 16840-0128  
for the erection of a one (1) story residential building upon a lot of land situate  
ALL that certain piece, parcel or tract of land situate in the Township of Boggs, County of Clearfield and Commonwealth of  
Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** at set 5/8" rebar w/cap, said point lying S 29° 55' 54" E, a distance of 12.97 feet from the intersection of the  
northern edge of an existing private drive and the westerly right-of-way line of Township Road 758 (Spring Valley Road);  
THENCE, along the westerly right-of-way line of said road S 30° 02' 31" E, a distance of 195.75 feet to a point; THENCE, still  
along the same and a curve to the right (CH-S 24° 18' 01" E, LC-210.98 feet, R-1218.17 feet) and having an arc distance of  
211.25 feet to a set 5/8" rebar w/cap, said point also being the northeasterly corner of the Spring Valley Cemetery; THENCE,  
along said northerly line N 87° 00' 00" W, a distance of 70.90 feet to a point; THENCE, still along said cemetery S 13° 48'  
17" E, a distance of 141.70 feet to a 5/8" rebar w/cap; THENCE, still along the same N 87° 28' 17" E, a distance of 201.09  
feet to a 5/8" rebar w/cap; THENCE, along the westerly line of said cemetery and the residual tract of Aughenbaugh S 04° 16'  
43" E, a distance of 511.95 feet to a 5/8" rebar w/cap set, said point lying on the northerly line of Aughenbaugh (Inst.  
#200016384); THENCE, along the northerly line of said Aughenbaugh N 88° 06' 53" W, a distance of 348.13 feet to a 5/8"  
rebar w/cap set, said point lying on the easterly line of Aughenbaugh (Inst. #2000104572); THENCE, along said easterly line of  
Aughenbaugh N 04° 45' 00" E, a distance of 656.21 feet to a 5/8" rebar w/cap set; THENCE, along the northerly line of the  
aforementioned Aughenbaugh N 87° 00' 00" W, a distance of 66.03 feet to a 5/8" rebar w/cap set, said point being a common  
corner of the residual tract of Aughenbaugh; THENCE, along said common line N 08° 07' 53" E, a distance of 100.19 feet to a  
point; THENCE, along the same and a curve to the left (CH-N 11° 07' 23" W, LC-218.62 feet, R-331.48') and having an arc  
distance of 222.79 feet to a point; THENCE, N 02° 32' 18" W, a distance of 36.00 feet to a 5/8" rebar w/cap; THENCE, along  
a curve to the left (CH-N 85° 37' 42" E, LC-124.13 feet, R-1489.51 feet) and having an arc distance of 124.16 feet to a point  
and the place of beginning.

CONTAINING 10.0000 acres according to the Plan of Minor Subdivision and Side Lot Addition prepared by Land & Mapping  
Services dated September 30, 2003 and recorded in the Clearfield County Courthouse. Also including non-exclusive use of a  
right-of-way on an existing road on Grantor's property.

BEING the same piece or parcel of real property granted and conveyed to Joseph S. Beahan, III and Carol A. Beahan, husband  
and wife, by Deed of J. Calvin Aughenbaugh, a widower, dated December 18, 2003 and recorded December 18, 2003 in  
Clearfield County, Pennsylvania, Instrument Number 200322857.

Now, April 2 ~~XX~~ 2004, at the time of and immediately before the ex-  
ecution of the principal contract, and before any authority has been given by the said

Owner 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 Contractor and the further  
consideration of One Dollar, to Contractor paid  
by Owner, it is agreed that no lien shall be filed against the  
building by the contractor, or any sub-contractor, nor by any of the material men or workmen  
or any other person for any labor, or materials purchased, or extra labor or materials pur-  
chased for the erection of said building, the right to file such liens being expressly waived.

Witness, our hands and seals the day and year aforesaid.

Signed and Sealed in the presence of

Donald Beveridge, General Contractor

Joseph S. Beahan, III

Carol A. Beahan

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Stipulation  
Against Liens

Owner

Joseph S. Beahan, III and

Carol A. Beahan, husband & wife

*versus*

Contractor

Donald Beveridge

William A. Shaw  
Prothonotary/Clerk of Courts

No. .... Term, ~~XX~~ 2004

Filed ..... ~~XX~~ 2004

GEORGE S. TEST  
ATTORNEY AT LAW  
P.O. Box 703  
Philipsburg, PA 16833

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m/10:01/04/ George S. Test, Jr.  
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