

04-663-CD
EDWARD W. SIKORA, et al. vs. SHEETZ, INC.

Edward Sikora et al vs Sheetz, Inc.
2004-663-CD

STIPULATION AGAINST LIENS

FILED

MAY 12 2004

William A. Shaw
Prothonotary/Clerk of Courts

EDWARD W. SIKORA AND
MARLENE C. SIKORA,

: In the Court of Common Pleas
County of Clearfield
Pennsylvania

OWNER :

and : No. 04-6603-CJ

SHEETZ, INC.,
a Pennsylvania corporation

CONTRACTOR :

TO THE PROTHONOTARY: PLEASE INDEX AGAINST ALL PARTIES AS PLAINTIFF AND ALL PARTIES AS DEFENDANT.

WHEREAS, Owner and Sheetz, Inc. have entered into a Lease Agreement which contemplates the erection and construction of a Sheetz Convenience Store Building (the "Improvements") by Sheetz on a 1.854 acres, more or less, tract of land, situate at the intersection of S. R. 255 (East Dubois Avenue) and McCracken Run Road North City of Dubois, Clearfield County, Pennsylvania (the "Property) which is more fully described by legal description on **Exhibit "A"** attached hereto and made a part hereof; and,

WHEREAS, Sheetz, Inc. will construct the Improvements on the property as Contractor; and,

WHEREAS, by the terms of the Lease Agreement, Sheetz, Inc. has covenanted and agreed that no mechanics' or materialmen's liens would be filed or maintained against the Improvements of the estate or title of Owner in the Property or any part thereof, or the appurtenances thereto, either by itself or anyone else for or on account of any work, labor or materials supplied in the performance of the work, or under any supplemental contract for extra work, or in the erection, construction or completion of the Improvements on the Property or any appurtenances thereto.

WHEREAS, pursuant to Section 303 of the Mechanics Lien Law, Owner will benefit from the construction of the Improvements.

EXHIBIT "A"

LEGAL DESCRIPTION

ALL those certain pieces, parcels or tracts of land situate in City of Dubois, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows:

First Parcel being Lot 1 in the Sikora Plan No. 1. BEGINNING at a point along the northern right of way line of S.R. 0255 (Dubois Avenue), said point being the Southeast corner of the herein described tract; Thence along the northern right of way line of S.R. 0255 (Dubois Avenue). N 84° 03' 58" W, a distance of 246.06 feet to a point on the northern right of way line of S.R. 0255 (Dubois Avenue); Thence continuing along said right of way line of S.R. 0255 (Dubois Avenue). N 82° 42' 58" W, a distance of 8.00 feet to a point at line of lands of now or formerly Dubois Coca Cola, Inc. Thence along said lands of now or formerly Dubois Coca Cola Inc., N 16° 31' 02" W, a distance of 217.16 feet to an iron pipe at the corner of lands of Dubois Coca Cola Inc. and lands of now or formerly Robert and George Cole; Thence along said lands of now or formerly Robert and George Cole, S 81° 58' 58" E, a distance of 208.26 feet to a point at line of lands of Lot 2 in the Sikora Plan No. 1, now or formerly Edward W. Sikora; Thence along said Lot 2 in the Sikora Plan No. 1, S 04° 15' 00" W, a distance of 206.17 feet to a point. THE PLACE OF BEGINNING

Containing 1.115 Acres as per survey of R. B. Shannon & Associates. Dated April 25, 2003

Second Parcel being Lot 2 in the Sikora Plan No. 1. BEGINNING at a point along the northern right of way line of S.R. 0225 (Dubois Avenue) said point being the Southwest corner of the herein described tract; Thence along Lot 1 in the Sikora Plan No. 1, now or formerly Edward W. Sikora, N 04° 15' 00" E, a distance of 206.17 feet to a point at line of lands of now or formerly Robert and George Cole; Thence along said land of now or formerly Robert and George Cole, S 81° 58' 58" E a distance of 91.72 feet to an iron pipe; Thence continuing along said lands or now or formerly Robert and George Cole, N 16° 30' 40" E, a distance of 116.56 feet to a point at line of lands of Lot 3 in the Sikora Plan No. 1, now or formerly Edward W. Sikora; Thence along Lot 3 in the Sikora Plan No. 1, now or formerly Edward W. Sikora, S 79° 00' 00" E. a distance of 201.47 feet to a point on the western right of way line of McCracken Run Road; Thence along said western right of way line of McCracken Run Road, S 11° 00' 00" W a distance of 198.65 feet to a point; Thence continuing along said western right of way line of McCracken Run Road, S 11° 40' 00" W, a distance of 95.29 feet to a point at the intersection of the western right of way of McCracken Run Road and the northern right of way line of S. R. 0255 (Dubois Avenue); Thence along said S. R. 0255 (Dubois Avenue), N 85° 45' 00" W, a distance of 232.98 feet to a point; Thence continuing along the right of way line of S.R. 0255 (Dubois Avenue), N 84° 03' 58" W, distance of 47.74 feet to a point, the PLACE OF BEGINNING.

Containing 1.854 Acres as per survey of R.B. Shannon & Associates. Dated April 25, 2003.

NOW, THEREFORE, Sheetz, Inc. (hereinafter "Contractor"), in consideration of the Lease Agreement and covenants therein contained, and in further consideration of \$1.00 to Contractor by Owner, and before any authority has been given to commence work on the Improvements, for itself and anyone else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanics' lien or 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, claimed or maintained against the Improvements or the estate of title of Owner in the Property or the appurtenances thereto, by or in the name of the Contractor, or any subcontractor, materialman or laborer for work done or materials furnished, or for extra labor or extra materials furnished, by any other party acting through or under them or any of them, for the construction and installation of the Improvements upon the Property or any part thereof, ***the right to file such liens being expressly waived.***

The Contractor hereby warrants that no work or labor, of whatsoever kind of nature, has as yet been done and that no materials or services whatsoever has as yet been furnished by anyone, under, towards or in connection with the construction of the Improvements.

This Stipulation against Liens and waiver shall bind the Contractor and its subcontractors, materialmen/suppliers, successors and assigns, and shall run to the benefit of the Owner and its successors, assigns and grantees.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 30th day of April, 2004.

Attest/Witness:

Joseph M. Sheetz

CONTRACTOR: Sheetz, Inc.

By: Joseph M. Sheetz
Joseph M. Sheetz
Executive V.P.

Witness:

Esther Duttry

OWNER:

Edward W. Sikora
Edward W. Sikora

Esther Duttry

Marlene C. Sikora
Marlene C. Sikora