

04-1691-CD
EARL. F. SNYDER, JR. vs. LEONARD EXCAVATING

Earl Snyder vs Leonard Excavating
2004-1691-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EARL F. SNYDER, JR.
Owner

vs.

LEONARD EXCAVATING,

Contractor

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No. 2004-1091-CD

FILED
OCT 27 2004

no cc
Amy Castley
ad. 2004

William A. Shaw
Prothonotary, Clerk of Courts

STIPULATION AGAINST LIENS

WHEREAS, EARL F. SNYDER, JR. of R.R. 1, Box 92, Rollingstone Road, Frenchville, Covington Township, Clearfield County, Pennsylvania, of the one part, herein called "Owner",

AND

LEONARD EXCAVATING of R.R. 1 Box 394, Frenchville, Pennsylvania, of the other part, herein called "Contractor", did execute a contract for the building of a septic system to his home situate as follows:

ALL that certain tract or parcel of land situate in Covington Township, Clearfield County, Pennsylvania, bounded on the East by the land of Alexander Viard; on the North by Karthaus Estate lands; and on the West and South by the land of M. B. Conoway.

BEGINNING at a post being the Northeast corner of Tract No. 1897; thence South Two (2) degrees West One Hundred and Sixty (160) perches to a dead white oak; thence South Eighty-Eight (88) degrees West Seventy and Six-Tenths (70.6) perches to a post; thence North Two (2) degrees East One Hundred and Sixty (160) perches to post; and thence North Eighty-Eight (88) degrees East Seventy and Six-Tenths (70.6) perches to the place of beginning. CONTAINING Sixty-six and Two-Thirds (66 2/3rds) Acres, more or less.

THIS CONVEYANCE is subject to all reservations contained in Deeds of Record.

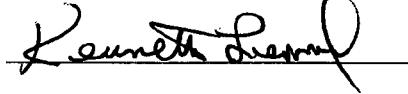
BEING the same premises granted and conveyed unto the Owner herein by Deed of County National Bank, Trustee under the Will of Robert Bailey, Deceased, dated June 15, 1999, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument Number 199910231.

Now, this 22nd day of October, 2004, before any authority has been given by the said Owner to Contractor to commence work or furnish materials for the same, and before any work has been done or materials furnished, and in consideration of the making of the contract and the further consideration of the sum of One (\$1.00) Dollar by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed that no lien shall be filed against the buildings or improvements to be erected upon the above described premises, nor against the estate or title of the Owner in the property above described by any contractor, including the contractor executing this agreement, nor by any sub-contractor, nor by any of the materialmen, or workmen or any other person, firm or corporation for any labor or materials purchased or furnished for extra labor or materials purchased or furnished for the construction and erection of the said septic system; the right to file such liens being hereby expressly waived.

WITNESS the due execution of this agreement the day and year first above written.

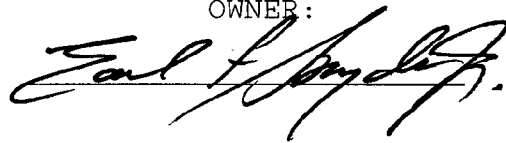
CONTRACTOR:

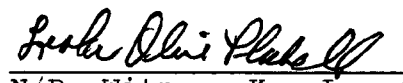
LEONARD EXCAVATING

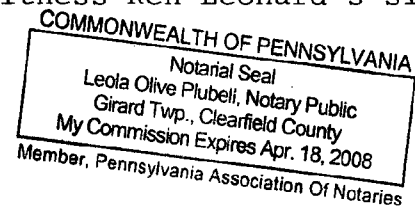


Kenneth Leonard

OWNER:



 10/23/04
N/P. Witness Ken Leonard's signature

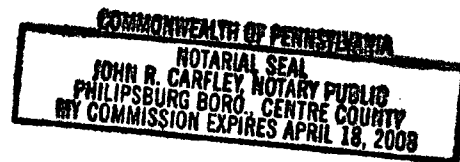
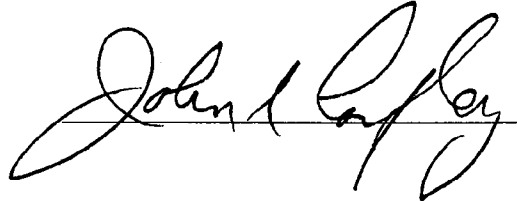


STATE OF PENNSYLVANIA :

COUNTY OF CENTRE :

On this 22nd day of October, 2004, before me, the undersigned officer, personally appeared Earl F. Snyder, Jr. known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.



FILED

OCT 27 2004

William A. Shaw
Prothonotary Clerk of Courts

