

04-1727-CD
DAVID M. PATT vs. SHEETZ, INC.

David Patt vs Sheetz Inc
2004-1727-CD

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William A. Shaw
Prothonotary/Clerk of Courts

STIPULATION AGAINST LIENS

DAVID M. PATT,	:	In the Court of Common Pleas
OWNER	:	County of Clearfield, Pennsylvania
	:	
	:	
and	:	No. <u>04-1727-C</u>
	:	
SHEETZ, INC.,	:	
a Pennsylvania corporation	:	
CONTRACTOR	:	

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

WHEREAS, David M. Patt, as Owner, and Sheetz, Inc., as Contractor, entered into a Lease Agreement which contemplates the erection and construction of a Sheetz Convenience Store Building (the "Improvements") by Sheetz on a 0.901 acre, more or less, tract of land, in the aggregate situate in Borough of Clearfield, County of Clearfield, Pennsylvania, generally known as 101 Nichols Street and Rear 408 West Front Street and as more fully described by legal description on **Exhibit "A"** attached hereto and made a part hereof (the "Property"); 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.

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 or 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 sub-Contractors, materialmen/supplymen, 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 29th day of October, 2004.

WITNESS/ATTEST:

CONTRACTOR: Sheetz, Inc.



By: 
Joseph M. Sheetz
Executive V.P.

WITNESS:

OWNER: David M. Patt

WITNESS:  OWNER: David M. Patt


ALL those certain pieces or parcels of land situate in the Third Ward, Clearfield Borough, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron peg in the north line of Nichols Street at the intersection of West Front Street with said Nichols Street; thence along line of Nichols Street in a westerly direction forty-nine (49) feet to an iron peg in line of Nichols Street and common corner of Lot No. 1 and Lot No. 2; thence by said Lot No. 2 in a northerly direction seventy-five (75) feet to an iron peg in line of alley; thence by said alley in an easterly direction forty-nine (49) feet to an iron peg at intersection of said alley with said West Front Street; thence by said West Front Street in a southerly direction seventy-five (75) feet to an iron peg, place of beginning and being Lot No. 1 in the plan of lots made by E.W. Hess in the division of Lot No. 71 in the general plan of the lots of West Clearfield, Pennsylvania, in Miscellaneous Book No. 11 at page 133.

THE SECOND THEREOF: BEGINNING at an iron peg in the north line of Nichols Street, forty-nine (49) feet from the west line of West Front Street; thence along line of Nichols Street in a westerly direction forty and eight tenths (40.8) feet to an iron peg in line of Nichols Street and common corner of Lots No. 2 and 3; thence by said Lot No. 3 in a northerly direction seventy-five (75) feet to an iron peg in line of alley; thence by said alley in an easterly direction forty and eight tenths (40.8) feet to an iron peg in line of said alley and common corner of Lots No. 1 and 2; and thence by said Lot No. 1 in a southerly direction, south seventy-five (75) feet to the iron peg, the place of beginning, and the common corner of said Lots No. 1 and 2 in line of Nichols Street and being Lot No. 2 in the plan of lots made by E.W. Hess in the division of Lot No. 71 in the general plan of the lots of West Clearfield.

THE THIRD THEREOF: BEGINNING at an iron peg in north line of Nichols Street; thence along line of Nichols Street in a westerly direction forty and eight tenths (40.8) feet to an iron peg in line of Nichols Street and common corner of Lots No. 3 and 4; thence by said Lots No. 3 and 4 in a northerly direction seventy-five (75) feet to an iron peg in line of alley; thence by said alley in an easterly direction forty and eight tenths (40.8) feet to an iron peg in line of said alley and common corner of Lots No. 2 and 3; thence in a southerly direction by Lot No. 2 seventy-five (75) feet to an iron peg and place of beginning and to common corner of Lots No. 2 and 3 in line of Nichols Street. Being Lot No. 3 in the plan of lots made by E.W. Hess in the division of Lot No. 71 in the general plan of lots of West Clearfield, said plan of lots recorded at Clearfield, Pennsylvania, in Miscellaneous Book 11 at page 133.

THE FOURTH THEREOF: BEGINNING at an iron peg in the north line of Nichols Street and corner of this lot and Lot No. 1 in the plan of lots made out of Lot No. 71 hereinabove mentioned; thence along line of Nichols Street in a westerly direction forty and eight tenths (40.8) feet to an iron peg in line of Nichols Street, a common corner of Lots No. 4 and 5; thence by said Lot No. 5 in a northerly direction seventy-five (75) feet to an iron peg in line of an alley; thence by said alley in an easterly direction forty and eight tenths (40.8) feet to an iron peg in line of alley and common corner of Lots No. 3 and 4; thence by said Lot No. 3 in a southerly direction seventy-five (75) feet to said iron peg, the place of beginning. Being Lot No. 4 in the plan of lots made by E.W. Hess in the division of Lot No. 71 in the general plan of lots of West Clearfield, Pennsylvania, said plan of lots being recorded in Miscellaneous Book 11 at page 133.

THE FIFTH THEREOF: BEGINNING at an iron peg in the north line of Nichols Street at the common corner of Lots No. 4 and 5; thence along said line of Nichols Street in a westerly direction fifty (50) feet to line of an alley and corner of Lot No. 6 hereby conveyed; thence by said alley in a northerly direction seventy-five (75) feet to an iron peg in line of alley; thence by line of said alley in an easterly direction fifty (50) feet to an iron peg, the common corner of Lots No. 4 and 6; thence by line of Lot No. 4 in a southerly direction seventy-five (75) feet to an iron peg in the north line of Nichols Street and place of beginning. Being Lot No. 5 in the plan of lots made by E.W. Hess in the division of Lot No. 71 in the general plan of lots of West Clearfield, Pennsylvania, said plan of lots being recorded in Miscellaneous Book 11 at page 133.

BEING the same premises conveyed to Jeffrey J. Thompson and Matthew A. Thompson by Deed of Barton N. Thompson dated April 19, 2002 and recorded in the Office of the Register and Recorder for Clearfield County as Instrument No. 200206163.

EXHIBIT "A"

Legal Description for PATT
101 Nichols Street, Clearfield PA

LINE SIXTH THEREOF: BEGINNING at an iron pin on the west side of West Front Street, said iron pin corner being seventy-five (75) feet northerly from the Northwest corner of the intersection of Nichols Street and West Front Street; thence by the line of lots now or formerly owned by Barton W. Thompson north eighty-seven (87) degrees thirty (30) minutes west for a distance of two hundred twenty (220) feet to an iron pin at an alley; thence by the line of said alley north two (2) degrees thirty (30) minutes east for a distance of fifty-five (55) feet to an iron pin; thence by the line now or formerly of the Francis McDermott lot and lot now or formerly of Mary McDermott south eighty-seven (87) degrees thirty (30) minutes east for a distance of two hundred twenty (220) feet to an iron pin on the western line of West Front Street; thence by the western line of West Front Street south two (2) degrees thirty (30) minutes for a distance of fifty-five (55) feet to an iron pin and the place of beginning.

BETING the same premises conveyed to Matthew A. Thompson and Jeffrey J. Thompson by Deed of Jess E. Rollin, Executor of the Estate of Henry Halford Rollin, a/k/a H.H. Rollin dated November 16, 1988 and recorded in Clearfield County Deed and Record Book 1255, page 392.

ALL that certain lot of ground with improvements thereon lying and being in the Third Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

On the East by (Front), now West Front Street; on the North by an alley; on the West by an alley and on the South by Lot Number Seventy (70) owned by Henry Ross, now or formerly owned by the Estate of Henry H. Markle, deceased, being fifty (50) feet front on West Front Street by two hundred and twenty (220) feet known in the Plan of said Village of West Clearfield now the Third Ward of the Borough of Clearfield as Lot Number Sixty-Nine (69).

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4.3-K8-214-43.

BEING the same premises as was conveyed to Michael A. Francisco and Lauren K. Francisco, Husband and Wife, by Deed of Wade R. Cutler, an individual, dated April 5, 2003 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 200305869.