

04-1870-CD  
WILLIAM L. ULBRICK, et al. vs. DANIEL CARTWRIGHT

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 04- 1870 -CD

FILED *mc*  
# 010 5961 Unlimited  
NOV 29 2004 Services  
William A. Shaw pd. 20.00  
Prothonotary/Clerk of Courts

**STIPULATION AGAINST LIENS**

THIS AGREEMENT, made this 22<sup>nd</sup> day of November, 2004, **BETWEEN WILLIAM L. ULBRICK and DEBRA J. VERES-ULBRICK**, husband and wife, of 3994 Allport Cutoff, Morrisdale, Pennsylvania, 16858, herein referred to as Owners,

- A N D -

DANIEL CARTWRIGHT, with a mailing address of RR 1, Morrisdale, Pennsylvania, 16858, herein referred to as Contractor,

WHEREAS, WILLIAM L. ULBRICK and DEBRA J. VERES-ULBRICK, husband and wife, Owners herein, are about to execute contemporaneously herewith, a contract, with DANIEL CARTWRIGHT, Contractor herein to provide materials and/or to perform labor necessary for the construction and erection or the alteration and repair of (a) building(s) upon those two (2) certain pieces or parcels of land situated in Graham Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF: BEGINNING** at an iron pin on the northern line of the right-of-way of Pennsylvania State Highway Route No. 153, leading from Bigler to Allport, said iron pin being the southwest corner of the parcel herein conveyed and the southeast corner of land now or formerly of Ralph A. Ogden, Jr.; thence along land now or formerly of Ralph A. Ogden, Jr. And land now or formerly of George Yingling, North three (03) degrees fifty (50) minutes East three hundred ninety-six and five tenths (396.5) feet to an iron pin; thence along other land now or formerly of Nell Smeal, South eighty-three (83) degrees four (04) minutes East one hundred ten (110) feet to an iron pin; thence still by other lands now or formerly of Nell Smeal, South three (03) degrees fifty (50) minutes West three hundred ninety-six and five tenths (396.5) feet to an iron pin on the northern line of the right-of-way of said Pennsylvania Route No. 153; thence by the northern line of the right-of-way of Pennsylvania Route No. 153; North eighty-three (83) degrees four (04) minutes West one hundred ten (110) feet to an iron pin and place of beginning. Containing one (1) acres.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 116-P09-000-00027.5.

**THE SECOND THEREOF: BEGINNING** at an iron pin on the northern line of the right-of-way of Pennsylvania State highway Route No. 153, leading from Bigler to Allport, said iron pin being the southwest corner of the parcel herein conveyed and the southeast corner of other lands now or formerly of Raymond F. Good and Vivian L. Good; thence along other lands now or formerly of Raymond F. Good, north three degrees fifty minutes east (N 3° 50' E) three hundred ninety-six and five-tenths (396.5') feet to an iron pin; thence along other lands now or formerly of Nell Smeal, south eighty-three degrees four minutes east (S. 83° 04' E) one hundred thirty-one (131') feet to an iron pin; thence still by lands now or formerly of Nell Smeal and lands now or formerly of Carl W. Maines south six degrees fifty-two minutes west (S. 6° 52' W) three hundred ninety-six and two-tenths (396.2) feet to an iron pin on the northern line of the right-of-way of said Pennsylvania route

153 north eighty-three degrees four minutes west (N. 83° 04' W) one hundred ten (110) feet to an iron pin and place of beginning. Containing 1.096 acres.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 116-P09-000-00027.5.

**BEING** the same premises as was conveyed unto Debra Jean Veres, an individual, by deed of Raymond F. Good and Vivian L. Good, husband and wife, dated January 5, 1989, and recorded in Clearfield County Deed Book Volume 1262 Page 408.

NOW, the day and date first above written, and at the time of and immediately before the execution of the principle contract, and before any authority has been given by the said owners 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 owner and the further consideration of one (\$1.00) to contractor paid by owner, it is hereby agreed by and between the said parties hereto that the said contractor for themselves and their sub-contractor and all parties acting through or under them, covenant and agree that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the said building and lot of ground appurtenant thereto, for or on account of any work done or materials furnished by them, or any of them, under the principle contract or otherwise for, toward, in, or about the erection and construction of the said building, and the said contractor, for themselves and their sub-contractor and others under them, hereby expressly waive and relinquish the right to have or maintain any mechanics lien or claim against the said building or the lot of ground appurtenant thereto, and that this agreement waiving the right of lien shall be an independent covenant.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES

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*Daniel Cartwright*  
DANIEL CARTWRIGHT, Contractor

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WILLIAM L. ULBRICK, Owner

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DEBRA L. VERES-ULBRICK, Owner

153 north eighty-three degrees four minutes west (N. 83° 04' W) one hundred ten (110) feet to an iron pin and place of beginning. Containing 1.096 acres.

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**BEING** the same premises as was conveyed unto Debra Jean Veres, an individual, by deed of Raymond F. Good and Vivian L. Good, husband and wife, dated January 5, 1989, and recorded in Clearfield County Deed Book Volume 1262 Page 408.

NOW, the day and date first above written, and at the time of and immediately before the execution of the principle contract, and before any authority has been given by the said owners 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 owner and the further consideration of one (\$1.00) to contractor paid by owner, it is hereby agreed by and between the said parties hereto that the said contractor for themselves and their sub-contractor and all parties acting through or under them, covenant and agree that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the said building and lot of ground appurtenant thereto, for or on account of any work done or materials furnished by them, or any of them, under the principle contract or otherwise for, toward, in, or about the erection and construction of the said building, and the said contractor, for themselves and their sub-contractor and others under them, hereby expressly waive and relinquish the right to have or maintain any mechanics lien or claim against the said building or the lot of ground appurtenant thereto, and that this agreement waiving the right of lien shall be an independent covenant.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

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DANIEL CARTWRIGHT, Contractor

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*William L. Ulbrick*  
WILLIAM L. ULBRICK, Owner

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*Debra J. Veres Ulbrick*  
DEBRA J. VERES-ULBRICK, Owner