

05-366-CD

Lezzer Lumber, Inc. vs. Gaul et al

Lezzer Lumber v. Thomas Gaul et al
2005-366-CD

Stipulation Against Liens

05-366-02
FILED
m/1:30/6/05
MAR 16 2005
William A. Shaw
Prothonotary/Clerk of Courts
Ms. Belin
and Kubista
Pd. 20.00

THIS AGREEMENT made the - 11 - day of March, 2005

by and between LEZZER LUMBER, INC., a Pennsylvania corporation with office and place of business at Curwensville, Pennsylvania, hereinafter referred to as Contractor,
AND

THOMAS M. GAUL and LYNNE C. GAUL, husband and wife, hereinafter referred to as

Owner, whereby the Contractor undertook and agreed to erect and construct a dwelling on that certain lot of ground situate in Pike Township, known as Lot D2 in the Jo-Lin Acres Subdivision, Clearfield County, and further bounded and described in Exhibit "A" attached hereto.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the said Contractor, for and in consideration of the sum of (\$1.00) Dollar to it in hand paid by Owner, the receipt whereof is hereby acknowledged, and the further consideration mentioned in the agreement aforesaid, for themselves and their subcontractors, and all parties acting through or under them, covenant and agree that no mechanic's liens or claims shall be filed or maintained by them or any of them against the said buildings and the lot of ground appurtenant thereto for or on account of any work done or materials furnished by them or any of them under said contract or otherwise, for, towards, in, or about the erection and consideration of the said buildings on the lot above described, and the said Contractor, for themselves, their subcontractors and others under them hereby expressly waive and relinquish the right to have, file, and maintain any mechanic's liens or claims against the said buildings or any of them, and agree that this instrument, waiving the right of lien, shall be an independent covenant.

WITNESS our hands and seals this - 11 - day of MARCH, 2005

Signed, Sealed and Delivered
in the Presence of

Leland Condon

LEZZER LUMBER, INC.

By: [Signature] (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ACKNOWLEDGMENT FOR INDIVIDUAL

State of PENNSYLVANIA

ss.

County of CLEARFIELD

On this, the -11- day of MARCH, 2005, before me the undersigned officer, personally appeared **DAVID M. LEZZER**

known to me (or satisfactorily proven) 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 hereunto set y hand and official seal.

_____(SEAL)

Title of Officer

ACKNOWLEDGEMENT FOR CORPORATION


State of PENNSYLVANIA

ss.

County of CLEARFIELD

On this, the -11- day of MARCH, 2005 before me, a Notary Public, personally appeared **DAVID M. LEZZER**, known to me to be the person whose name is subscribed as **EXECUTIVE VICE PRESIDENT**, and who acknowledges himself to be the of **LEZZER LUMBER, INC.** corporation, and that he as such **EXECUTIVE VICE PRESIDENT**, being authorized to do so, executed the foregoing statement for the purposes therein contained by signing the name of the corporation by himself as **EXECUTIVE VICE PRESIDENT**.

In witness whereof, I have hereunto set my hand and notarial seal.



Notary Public

Notarial Seal
Dennis E. Borger, Notary Public
Curwensville Boro, Clearfield County
My Commission Expires Apr. 10, 2005
Member, Pennsylvania Association of Notaries

***Stipulation
Against Liens***

Thomas M. Gaul and Lynne C. Gaul
Owner _____

Lezzer Lumber, Inc.

Contractor _____

FILED

Date _____

Prothonotary

EXHIBIT "A"

ALL that certain piece or parcel of land situate in Jo-Lin Acres, Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a 5/8" rebar found at the northwestern corner of the land herein described; thence by land of D.D.M. Development, Inc. North eighty-five (85°) degrees thirty-five (35') minutes forty-six (46") seconds East six hundred thirty-eight and six hundredths (638.06) feet to a 5/8" rebar set in the western line of Second Street; thence by the western line of Second Street and southern line of Roblin Street South seventy-eight (78°) degrees fifty-two (52') minutes fifty-three (53") seconds East twenty-seven and fourteen hundredths (27.14) feet to a point; thence still by the southern line of Roblin Street North seventy-six (76°) degrees twelve (12') minutes twenty-seven (27") seconds East thirty-eight and ninety-one hundredths (38.91) feet to a 5/8" rebar; thence by land of Joseph Mark & Bonnie J. Sopic South twenty-nine (29°) degrees forty-three (43') minutes twenty-two (22") seconds West one hundred sixty-four and twenty-six hundredths (164.26) feet to a 5/8" rebar; thence by other land of D.D.M. Development, Inc., North thirty-six (36°) degrees thirty-five (35') minutes fifty-three (53") seconds West fifty-seven and ninety-one hundredths (57.91) feet to a 5/8" rebar; thence still by land of D.D.M. Development, Inc. South fifty-two (52°) degrees forty-three (43') minutes forty-three (43") seconds West three hundred eighty-eight and thirty-seven hundredths (388.37) feet to a 5/8" rebar; thence by land of Robert C. & Paula F. Eshelman, II, North forty-four (44°) degrees forty-two (42') minutes fifty-seven (57") seconds West three hundred ninety-one and sixty-six hundredths (391.66) feet to a 5/8" rebar and place of beginning. Containing 2.535 Acres.

ALSO GRANTING AND CONVEYING the right to use an approximate fifty (50) foot right-of-way to cross land of D.D.M. Development, Inc., to provide access from Shardan Street to Lot D2 which approximate fifty (50) foot right-of-way is bounded and described as follows:

BEGINNING at a stake found in the southern line of Shardan Street; thence by the southern line of Shardan Street North forty-six (46°) degrees nine (09') minutes thirty-three (33") seconds East fifty-three and thirty-six hundredths (53.36) feet to a 3/8" rebar; thence by Lot C3 in the Jo-Lin Acres Development the following courses and distances: North eighty-seven (87°) degrees thirty-four (34') minutes twelve (12") seconds East sixty-nine and twelve hundredths (69.12) feet to a point; North eighty-seven (87°) degrees thirty-four (34') minutes seven (07") seconds East sixty-three and twenty-five hundredths (63.25) feet to a point; and North seventy-nine (79°) degrees forty-seven (47') minutes thirty-seven (37") seconds East seventy-two and eighteen hundredths (72.18) feet to a point; thence by land of D.D.M. Development, Inc., South twelve (12°) degrees thirty-three (33') minutes thirty-eight (38") seconds East forty-four and twenty-five hundredths (44.25) feet to a point; thence by Lot D2 in the Jo-Lin Acres Development, the Grantee herein, South eighty-five (85°) degrees thirty-five (35') minutes forty-six (46") seconds West one hundred fifty-three and seventy-five

hundredths (153.75) feet to 5/8" rebar; thence by land of Robert C. and Paula F. Eshelman, II, South eighty-four (84°) degrees forty-seven (47') minutes forty-nine (49") seconds West eighty-nine and fifty-four hundredths (89.54) feet to a 5/8" rebar; thence still by land of Robert C. and Paula F. Eshelman, II, North forty-nine (49°) degrees one (01') minute thirty-eight (38") seconds West eleven and eighty-three hundredths (11.83) feet to a stake found in the southern line of the aforementioned Shardan Street and place of beginning. Containing 0.211 Acre.

BEING known as Lot No. D2 in the Jo-Lin Subdivision which subdivision map was recorded on June 25, 1992, in the Office of the Register and Recorder for Clearfield County as Map File No. 985.

This conveyance is made UNDER AND SUBJECT to Declaration of Protective Covenants filed in the Office of the Register and Recorder for Clearfield county in Deed and Record Book 1475, page 362; ALSO UNDER AND SUBJECT TO Supplemental Declaration of Protective Covenants dated September 21, 1992, recorded in the Office of the Recorder of Deeds for Clearfield County in Deed and Record Book 1485, page 473; ALSO UNDER AND SUBJECT to Amended Declaration of Protective Covenants dated July 22, 1993, and filed in the Office of the Recorder of Deeds for Clearfield County in Deed and Record Book 1553, page 123. EXCEPTING AND RESERVING an easement for the construction and maintenance of utility lines.