

05-958-CD
R. Koptchak et vs Quentin McClarren

2005-958-CD
R. Koptchak et v. Quentin McClarren

CIVIL ACTION

Defendant

* PLAINTIFFS ATTORNEY:
* David C. Mason, Esquire
* MASON LAW OFFICE
* 409 North Front Street
* Philipsburg, PA 16866
* (814) 342-2240

Filed by :

Dund Cl /
Doris C Mason

JUL 01 2005
0/3:20/11
William A. Shaw
Prothonotary/Clerk of Courts
NW C/C

STIPULATION AGAINST LIENS

RICK L. KOPTCHAK and _____ : In the Court of Common Pleas, County of
Homeowner : Clearfield, Pennsylvania
DEBRA A. KOPTCHAK, his wife : Number _____ Term, 2005
Homeowner :
vs. :
:
:
QUENTIN MCCLARREN :
Contractor :

WHEREAS, **RICK L. KOPTCHAK** and **DEBRA A. KOPTCHAK**, his wife, currently of 459 Koptchak Lane, Osceola Mills, Pennsylvania, 16866, about to execute contemporaneously herewith, a contract, with **QUENTIN MCCLARREN**, General Contractor of 1360 Salem Road, West Decatur, Pennsylvania, 16878, for the construction of a residential home upon premises situate in the Township of Decatur, Clearfield County, Pennsylvania, being known as 150 Koptchak Lane, Osceola Mills, Pennsylvania, 16666, bounded and described as follows:

ALL that piece or parcel of land situated in the Township of Decatur, County of Clearfield, and State of Pennsylvania is bounded and described as follows:

BEGINNING at an iron pin located on the East side of a fifty foot (50.0) right of way which leads from SR 970 to other lands of, now or formerly, Rick L. and Debra A. Koptchak. Said point is also the corner of Lot No. 3; thence along Lot No. 3, South fifty eight degrees, thirty three minutes, ten seconds East (S 58° 33' 10" E) a distance of seven hundred sixty eight and fourteen hundredths feet (768.14) to an iron pin on line of land, now or formerly, Elliot O. Stein; thence along lands of same, South five degrees zero minutes zero seconds West (S 5° 00' 00" W) a distance of four hundred fifty and five hundredths feet (450.05) to an iron pin and also the corner of Lot No. 1; thence along Lot No. 1 North fifty one degrees, sixteen minutes, twenty five seconds West (N 51° 16' 25" W) a distance of nine hundred twenty three and eighty one hundredths feet (923.81) to an iron pin located on the East side of abovementioned fifty (50.0) foot right of way; thence along the same, North twenty one degrees, five minutes, fifty seconds East (N 21° 05' 50" E) two hundred ninety and sixty two hundredths feet (290.62) to an iron pin and place of beginning.

CONTAINING 6.4899 acres.

BEING known as Lot No. 2 on map prepared by P. R. Mondock for Shirokey Surveys, dated August 25, 2000, and recorded in the Office of the Recorder of Deeds of Clearfield County on October 18, 2000, in Map File No. 2162.

BEING the same premises as vested in Rick L. Koptchak and Debra A. Koptchak, his wife by deed of Thomas J. Koptchak and Rachael Koptchak, his wife dated the 22nd day of April, 2005, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number 200506019.

FURTHER BEING known as Tax Map Parcel No. 112-N12-76.

EXCEPTING AND RESERVING right of way for the above property from PA Route 970; beginning at a point approximately 22 feet from the centerline of PA Route 970 on the Northeast side of said Route, said point of beginning being located N 36° 21' 51" W 553.40 feet from an iron pipe on corner of "T.P." on N. E. right of way of PA 970; thence from said point of beginning the centerline of a 50 foot wide easement is described as follows: N 58° 30' E 550.00 feet to a marked 6" tree crossing a presently dry run approximately 370 feet prior to reaching said tree; thence N 23° 00' E 278.40 feet to a point in an existing earthen road; thence along approximate centerline of said road N 3° 05' E 524.40 feet to an iron pipe on line of the George W. Sankey 43.972 acre parcel, said iron pipe being located on Sankey line N 41° 00' W 1007.00 feet from corner on line of Lewis Stein. Herein described easement contains a length of 370.80 feet, width of 50.00 feet, and an area by calculation of 1.5735 acres, more or less.

NOW, this 1ST day of July, 2005, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said **RICK L. KOPTCHAK** and **DEBRA A. KOPTCHAK**, his wife, to the said **QUENTIN MCCLARREN**, to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with **RICK L. KOPTCHAK** and **DEBRA A. KOPTCHAK**, his wife, and the further consideration of One Dollar, to **QUENTIN MCCLARREN**, paid by **RICK L. KOPTCHAK** and **DEBRA A. KOPTCHAK**, his wife, it is agreed that no lien shall be filed against the building by the contractor, or any sub-contractor, nor by any of the material men or workmen or any other person for any labor, materials purchased for the erection of said building, the right to file such liens being expressly waived.

WITNESS, our hands and seals the day and year aforesaid.

SIGNED AND SEALED IN THE PRESENCE OF:

[Signature]
Quentin McClarren

<u>[Signature]</u> Rick L. Koptchak	<u>[Signature]</u> Homeowner
<u>[Signature]</u> Debra A. Koptchak	<u>[Signature]</u> Homeowner
<u>[Signature]</u> Quentin McClarren	<u>[Signature]</u> Contractor