

05-1313-CD

Mark Sutton vs Dean Lansberry et

Mark Sutton et al vs Dean Lansberry et al
2005-1313-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MARK E. SUTTON and
PATRICIA M. SUTTON,
Owners

vs.

DEAN LANSBERRY, an
adult Individual t/a/ DEAN
LANSBERRY CONTRACTING,
a sole proprietorship

2005-1313-CJ

Number _____ Term, 2005

Type of Pleading:
Stipulation Against Mechanics' Liens
Filed on behalf of:
Mark E. Sutton and Patricia M. Sutton
Counsel of Record:
John R. Lhota, Attorney at Law
John R. Lhota, P.C.
110 North Second Street
Clearfield, PA 16830
PA. ID No. 22492
814-765-9611

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STIPULATION AGAINST MECHANICS' LIENS

MARK E. SUTTON and
PATRICIA M. SUTTON,
Owners }
vs. } In the Court of Common Pleas of
DEAN LANSBERRY, an } Clearfield County, Pennsylvania
adult Individual t/a/ DEAN }
LANSBERRY CONTRACTING, }
a sole proprietorship } Number _____ Term, 2005

WHEREAS, Mark E. Sutton and Patricia M. Sutton, husband and wife, of 351 Orchard Road, Woodland, Pennsylvania 16881 (hereinafter referred to as "Owners") are about to execute, contemporaneously herewith, a contract, with Dean Lansberry, an adult individual, t/a Dean Lansberry Contracting, a sole proprietorship, (hereinafter referred to as "Contractor"), of 205 Michlin Avenue, Curwensville, Pennsylvania 16833, providing for the erection of improvements in and upon a parcel of land situate at 351 Orchard Road, Woodland, Pennsylvania 16881, more fully described in Exhibit A which is attached hereto and made a part hereof (hereinafter referred to as the "Subject Premises");

NOW, August 25, 2005, at the time of and/or immediately before the execution of the aforesaid contract, and before any authority has been given by Owners to Contractor to commence the erection of improvements in and upon the Subject Premises, and before any work has been commenced in and upon the Subject Premises and in further consideration of One Dollar (\$1.00), to Contractor paid by Owners, it is agreed that no lien shall be filed against the Subject Premises by Contractor, or by any sub-contractor of Contractor, or by

any of the material men or workmen engaged by Contractor concerning the Subject Premises or by any other person for any labor, or materials purchased, or extra labor or materials purchased, for or in connection with the erection of said improvements, the right to file such liens, including, without limitation, mechanics' liens, being hereby expressly waived and/or stipulated against.

IN WITNESS WHEREOF, I have executed this stipulation against mechanics' liens as of the day and year aforesaid.

Witness:

DEAN LANSBERRY
an adult individual,
t/a DEAN LANSBERRY
CONTRACTING,
a sole proprietorship

Brenda Titus

BY:

Dean Lansberry
Dean Lansberry,
Sole Proprietor

EXHIBIT A
TO STIPULATION AGAINST MECHANIC'S LIENS
BETWEEN MARK E. SUTTON and PATRICIA M. SUTTON
and DEAN LANSBERRY t/a
DEAN LANSBERRY CONTRACTING, a sole proprietorship

"Exhibit A"

ALL that certain parcel of land situate in the Township of Bradford, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post at the northwest corner of the tract purchased by August Smith and Irene F. Smith from Roy Fiscus, where the same borders land of A. B. Lansberry Estate; thence along a vacated lane along lands in part of the A. B. Lansberry Estate two hundred eighty-eight (288) feet, more or less, and in part by land of John Goodrow heirs, one hundred twenty-eight (128) feet, more or less, in an easterly direction to a post in the line of said vacated lane where the lands of August Smith heirs in a southerly direction four hundred sixteen (416) feet to a post; thence still by land of August Smith heirs in a northerly direction two hundred ten (210) feet to post and place of beginning. Containing two (2) acres, more or less, and having erected thereon a two story frame house and a garage.

FURTHER conveying to the grantees, their heirs and assigns, the right to use in common with Irene F. Smith, widow of August Smith, deceased, her heirs and assigns, the road leading from the premises hereby conveyed to the State Highway, known as the Shawville Road No. 970; the grantees, their heirs and assigns, to pay their proportionate share of the expense which may from time to time accrue in repairing and keeping up said road.

THERE being a spring on the premises of Irene F. Smith, the grantors' predecessor in title, situate to the east of the two acres hereby conveyed which serves the dwelling house of Irene F. Smith, grantors' predecessor in title, situate to the west of the premises conveyed and which is served by means of underground pipelines, this conveyance is distinctly subject to the right to maintain, use, relay and operate the said water pipe, or supply, lines, overflowing lines, any drains and the right-of-way in which the said facilities are located. And the grantees, their heirs and assigns, shall have the right in common with the grantors; predecessor in title, her heirs and assigns, to use water from the spring, but subject to the responsibility of one-half the expenses that may accrue in cleaning, repairing and maintaining the said spring and water course.

EXCEPTING AND RESERVING, therefrom, all of the coal and mining rights with the right to mine and transport the same, and with all mining privileges usual and necessary for said purposes, excepting, however, that the same shall be mined and transported so as to do no damage to the water courses, supply lines, drains, overflow lines and facilities above mentioned, which are situate on the parcel now being conveyed.

BEING the same premises which Charles L. Jones and Sandra K. Jones, Husband and Wife, conveyed to Mark E. and Patricia M. Sutton, by deed dated April 7th, 1997 and recorded in the Recorder's Office of Clearfield County in Volume 1832 Page 23.

JOHN R. LHOTA, P.C.
ATTORNEY AT LAW
110 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830