

05-1534-CD
David Fox al vs Donald Beveridge al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

DAVID W. FOX and

HEATHER L. FOX

Plaintiff(s)

vs

DONALD BEVERIDGE d/b/a DONALD

BEVERIDGE GENERAL CONTRACTOR

Defendant(s)

No. 2005-1534-CN

Filed on behalf of: Plaintiffs

Type of Pleading: Stipulation Against Liens

Filed by:

Unlimited Real Estate Services, Inc.

331 East Market Street

Clearfield, PA 16830

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Janet Michaels

OCT 04 2005
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Prothonotary
No C/L

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. _____

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 4th day of October, 2005, **BETWEEN** DAVID W. FOX and HEATHER L. FOX, husband and wife, of Two Wood Avenue, Clearfield, Pennsylvania, 16830, herein referred to as Owners,

- A N D -

DONALD BEVERIDGE d/b/a DONALD BEVERIDGE GENERAL CONTRACTOR, with an address of P.O. Box 128, Hawk Run, Clearfield County, Pennsylvania, 16840, herein referred to as Contractor,

WHEREAS, DAVID W. FOX and HEATHER L. FOX, husband and wife, Owners herein, is about to execute contemporaneously herewith, a contract, with DONALD BEVERIDGE d/b/a DONALD BEVERIDGE GENERAL CONTRACTOR, 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 that certain piece or parcel of land situated in Lawrence Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

ALL that certain piece or parcel of land known as Lot 1 in the Dolores I. Ogden Minor Subdivision in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the centerline of S. R. 2024, said point being the northwestern corner of the land herein described; thence by the centerline of said S. R. 2024 the following courses and distances: (N 53° 20' 04" E) 268.62 feet to a point; (N 49° 13' 36" E) 241.80 feet to a point and (N 48° 06' 00" E) 161.14 feet to a point in the centerline of said S. R. 2024; thence by land of Brent R. And Deborah A. Jones and passing through a 5/8" rebar set thirty (30) feet from the centerline of said S. R. 2024 (S 15° 03' 48" E) 297.46 feet to a 5/8" rebar; thence still by land of Brent R. And Deborah A. Jones (49° 12' 46" E) 165.00 feet to a 5/8" rebar; thence still by land of Brent R. And Deborah A. Jones and passing through a 5/8" rebar set thirty (30) feet from the centerline of said S. R. 2024 (N 15° 03' 48" W) 294.00 feet to a point in the centerline of said S. R. 2024; thence by the centerline of said S. R. 2024 the following courses and distances: by a curve to the left having a Delta of (38° 53' 10"), a Radius of 152.41 feet, a length of 103.44 feet with a chord of (N 70° 50' 17" E) 101.47 feet to a point; (S 83° 04' 42" E) 229.35 feet to a point; (S 89° 29' 38" E) 175.28 feet to a point; (N 81° 24' 24"

E) 218.80 feet to a point and (N 81° 24' 24" E) 172.85 feet to a point in the centerline of said S. R. 2024; thence by land of Lynn Nathan and Martha Jane Spackman (S 06° 15' 00" E) 74.04 feet to a point in the centerline of Coal Road, T-586; thence by the centerline of said T-586 the following courses and distances: (S 85° 26' 37" E) 195.91 feet to a point; (S 80° 21' 55" E) 92.21 feet to a point; (S 71° 05' 54" E) 153.14 feet to a point; by a curve to the left having a Delta of (63° 31' 52"), Radius of 166.31 feet, a length of 184.41 feet with a chord of (S 38° 19' 02" E) 175.11 feet to a point and (S 03° 52' 53" E) 78.27 feet to a point in the centerline of said Coal Road, T-586; thence by land of Richard and Karen Proud and passing through a 5/8" rebar set 16.5 feet from the centerline of T-586 (S 82° 12' 40" W) 195.50 feet to a 5/8" rebar; thence still by land of Richard and Karen Proud (S 16° 24' 10" W) 165.00 feet to a 5/8" rebar; thence still by land of Richard and Karen Proud and passing through a 5/8" rebar set 16.5 feet from the centerline of T-586 (S 62° 52' 31") 332.00 feet to a point in the centerline of T-586; thence by the centerline of Coal Road, T-586 the following courses and distances; by a curve to the right having a Delta (47° 35' 00"), a Radius of 108.17 feet, a length of 89.83 feet with a chord of (S 41° 36' 24" E) 87.27 feet to a point; (S 61° 09' 46" E) 262.27 feet to a point; (S 64° 18' 55" E) 136.52 feet to a point and (S 61° 06' 10" E) 139.05 feet to a point in the center of the intersection of Coal Road, T-586 and Lawrence Grange Road, T-581; thence by the centerline of Lawrence Grange Road the following courses and distances: (S 52° 42' 36" W) 148.33 feet to a point; (S 56° 31' 29" W) 280.87 feet to a point; (S 58° 36' 37" W) 254.67 feet to a point; (S 58° 09' 06" W) 176.90 feet to a point; (S 53° 15' 09" W) 79.53 feet to a point and (S 48° 37' 58" W) 210.47 feet to a point in the centerline of Lawrence Grange Road, T-581; thence by land of Harry D. And Gloria L. Rowles (N 40° 00' 00" W) 1024.47 feet to a 5/8" rebar; thence still by land of Harry D. And Gloria L. Rowles (S 47° 00' 00" W) 660.00 feet to a 5/8" rebar; thence still by land of Harry D. And Gloria L. Rowles and also land of William J. And Susanne Reid and passing through a 5/8" rebar set 30.00 feet from the centerline of the aforementioned S. R. 2024 (N 40° 00' 00" W) 915.03 feet to a point in the centerline of S. R. 2024 and the place of beginning. Containing 50.767 acres. Said parcel also described as Parcel 1 on the Preliminary/Final Minor Subdivision Dolores I. Ogden Land prepared by Yost Surveying, Clearfield, PA and appearing of record in Clearfield County Instrument No. 200306409.

BEING the same premises as was conveyed unto David W. Fox and Heather L. Fox, husband and wife, by deed from Dolores I. Ogden, widow, dated May 20, 2003, recorded at Clearfield County Instrument Number 200308568.

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:

Robert L. Thompson

J. Michael

By *Donald Beveridge*
DONALD BEVERIDGE d/b/a DONALD
BEVERIDGE GENERAL CONTRACTOR,
Contractor

[Signature]
DAVID W. FOX, Owner

[Signature]
HEATHER L. FOX, Owner