

06-1081-CD

James Verbeck al vs Timothy Knepp al

2006-1081-CD

James Verbeck vs Timothy Knepp et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JAMES ALFRED VERBECK, JR., A/K/A, : CIVIL DIVISION

JAMES A. VERBECK, JR., : :

PLAINTIFF/ : :

OWNER : :

VS. : :

: NO. 2006- 1081-CD

: :

TIMOTHY A. KNEPP, D/B/A KNEPP'S : :

MASONRY, : :

DEFENDANT/ : :

CONTRACTOR : :

: STIPULATION AGAINST LIENS

: :

: Filed on behalf of:

: JAMES ALFRED VERBECK, JR., A/K/A

: JAMES A. VERBECK, JR., PLAINTIFF/

: OWNER

: :

: Counsel of Record for PLAINTIFF/OWNER:

: *Winifred H. Jones-Wenger*

: WINIFRED H. JONES-WENGER, ESQUIRE

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V
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

JAMES ALFRED VERBECK, JR.,
a/k/a JAMES A. VERBECK, JR.,
OWNER

VS.

TIMOTHY A. KNEPP, D/B/A KNEPP'S
MASONRY,

CONTRACTOR

No.

TIMOTHY A. KNEPP, D/B/A KNEPP'S
MASONRY,

CONTRACTOR

VS.

JAMES ALFRED VERBECK, JR.,
a/k/a JAMES A. VERBECK, JR.,
OWNER

STIPULATION AGAINST LIENS

WHEREAS, JAMES ALFRED VERBECK, JR., a/k/a JAMES A. VERBECK, JR., of 174 Wallaceton Road, (P.O. Box 83), Morrisdale, Clearfield County, Pennsylvania 16858, of the one part, herein called "Owner", and TIMOTHY A. KNEPP, D/B/A KNEPP'S MASONRY, of 867 Grange Avenue, Houtzdale, Clearfield County, Pennsylvania 16651 of the other part, herein called "Contractor", did execute a contract for construction of full foundation and installation of steel beams on Owner's lot situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin corner said corner being 33.00 feet from center line of the Conrail Railroad Co. and on line of lands of A. Faye Verbeck of which this was a part; thence North along the line of the Conrail Railroad Company, N 82° 45' W, a distance of 283.50 feet to an iron pin corner on line of lands now of Rebecca Jane and Boyd Edward Hauser; thence along line of lands of Rebecca Jane and Boyd Edward Hauser, N 5° 39' E, a distance of 868.28 feet to an iron pin corner on line of lands of Timothy R. and Diane L. Gray; thence along line of lands of Timothy R. and Diane L. Gray, S 84° 17' E, a distance of 187.00 feet to an iron pin corner on line of lands of now Nancy Ann and John Carl Bowman; thence along line of lands of Nancy Ann and John Carl Bowman, S 5° 13' W, a distance of 698.49 feet to an iron pin corner; thence still by same S 82° 45' E, a distance of 89.88 feet to an iron pin

corner on line of lands of A. Faye Verbeck; thence along line of lands of A. Faye Verbeck S 5° 13' W, a distance of 175.00 feet to an iron pin corner the place of beginning. Containing 4.165 acres.

UNDER AND SUBJECT, nevertheless, to a certain right-of-way twenty (20') feet in width lying parallel and immediately adjacent to the Northern boundary line of the premises herein conveyed extending from a lot conveyed to Nancy Ann Bowman, et bar., to a lot conveyed to Rebecca Jane Hauser, et bar., for the purpose of providing access from Township Road T-180 to the lot conveyed to Rebecca Jane Hauser, et bar.

TOGETHER with a certain twenty (20') foot right-of-way across premises conveyed to Nancy Ann Bowman, et bar., to provide access to Township Road No. T-180.

TOGETHER ALSO with a certain ten (10') foot right-of-way across premises conveyed to Rebecca Jane Hauser, et bar.

NOW, this 22nd day of May, 2006, before any authority has been given by the said Owner to Contractor to commence work or furnish materials for the same, and before any work has been done or materials furnished, and in consideration of the making of the contract and the further consideration of the sum of One Dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed that no lien shall be filed against the buildings or improvements to be erected upon the above described premises, nor against the estate or title of the Owner in the property above described by any contractor, including the contractor executing this agreement, nor by any subcontractor, nor by any of the materialmen, or workmen or any other person, firm, or corporation for any labor or materials purchased or furnished or extra labor or materials purchased or furnished for the construction of the dwelling house; the right to file such lien being hereby expressly waived.

WITNESS the due execution of this agreement the day and year first above written.

OWNER:

James Alfred Verbeck
JAMES ALFRED VERBECK, JR.,
a/k/a JAMES A. VERBECK, JR.

(SEAL)

CONTRACTOR:

Timothy A. Knepp
TIMOTHY A. KNEPP, D/B/A KNEPP'S
MASONRY

(SEAL)