

06-1723-CD

Alan L. Turner vs Alan L. Turner

Alan Turner vs Alan Turner
2006-1723-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ALAN L. TURNER

And

ALAN L. TURNER

NO. AO-1723-CD

Filed on Behalf of Alan L. Turner

Type of Pleading:

STIPULATION AGAINST LIENS

Filed by:

Unlimited Real Estate Services, Inc.
331 E. Market Street
Clearfield, PA 16830
814-765-6791

FILED NO CC
OCT 20 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 06--CD

Stipulation Against Liens

THIS AGREEMENT, made this 19th day of October, 2006, **BETWEEN**
ALAN L. TURNER, of 310 Margaretta Street, Clearfield, Pennsylvania 16830, herein
referred to as Owner,

- A N D -

ALAN L. TURNER, of 310 Margaretta Street, Clearfield, Clearfield County, Pennsylvania
16830, herein referred to as Contractor,

WHEREAS, ALAN L. TURNER, Owner herein, is about to execute
contemporaneously herewith, a contract, with ALAN L. TURNER, 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 those certain pieces or parcels of land
situated in Lawrence Township, County of Clearfield and Commonwealth of Pennsylvania,
bounded and described as follows:

ALL those certain parcels of real property situate in Lawrence Township, Clearfield County, Pennsylvania, more
particularly bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on the line of land now or formerly of Paul Taylor and C.P. Nelson,
which point is seven hundred twenty (720) feet to the highway leading from Martin Street Extension (Mt.
Zion area) to State Route 153; thence along the Nelson and Taylor line North eighty-four (84) degrees thirty
(30') minutes West six hundred fifty-nine (659) feet to a post; thence South six (6) degrees thirty (30')
minutes West two hundred seventy-five and five tenths (275.5) feet to a post; thence North seventy-two
(72) degrees no (00') minutes East seven hundred fifty-two (752) feet to post and place of beginning.

Containing two and twenty-two hundredths (2.22) acres more or less.

TOGETHER with the exclusive right-of-way to a thirty (30) foot right-of-way from the place of beginning East
seven hundred twenty (720) feet, more or less, to the highway with the right of ingress, egress, and regress;
and the right to use one of the three springs on the Taylor property to secure water and for that purpose,

the right to lay pipe under the soil for the purpose of securing the said water, for use by the Grantee and his successors in title.

THE SECOND THEREOF: BEGINNING at a post at corner of lands now or formerly of C.P. Nelson and Paul Taylor at a point approximately four hundred sixty (460) feet from highway; thence North eighty-four (84) degrees thirty (30') West two hundred sixty (260) feet along line of land now or formerly of C.P. Nelson to post at common corner of land formerly conveyed to M. Austin Turner and property now being conveyed; thence along land formerly conveyed to M. Austin Turner South seventy-two (72) degrees zero (00') minutes West seven hundred fifty-two (752) feet to post on line of residue of land now or formerly of Paul Taylor; thence along said line of land of Paul Taylor South six (6) degrees thirty (30') minutes West one hundred (100) feet to a post on land now or formerly of Paul Taylor; thence along line of land of Paul Taylor North seventy-two (72) degrees zero (00') minutes East ten hundred thirty-two (1032) feet to post at corner of land now or formerly of C.P. Nelson and Paul Taylor and place of beginning.

Containing approximately two and two-hundreds (2.02) acres.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 193-I07-000-00006.

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:

John Michaels
John Michaels

By Alan L. Turner
ALAN L. TURNER, Contractor

Alan L. Turner
ALAN L. TURNER, Owner