

06-2141-CD
Philip McGary Jr. vs Mack Electric

Phillip McGary vs Mack Electric
2006-2141-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

PHILIP T. McGARY, JR. :
:
Plaintiff : No. 06-2141-CD
vs :
MACK ELECTRIC :
: Filed on behalf of: Plaintiff
Defendant :
: Type of Pleading: Stipulation Against Liens
:
: Filed by:
: Unlimited Real Estate Services, Inc.
: 331 East Market Street
: Clearfield, PA 16830
: (814) 765-6791
:
:

FILED \$20.00
012.00 am
DEC 27 2006
NOCC.
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. _____

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this _____ day of December, 2006,
BETWEEN PHILIP T. McGARY, JR., an adult individual, of 418 McDonald Road,
Curwensville, Pennsylvania, 16833, herein referred to as Owner,

- A N D -

MACK ELECTRIC, of _____, _____, Pennsylvania, _____,
herein referred to as Contractor,

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do
agree as follows:

1. The Contractor for itself and anyone else acting or claiming through or under
it, intending to be legally bound hereby, does hereby waive and relinquish all right to file a
mechanic's lien, claim or notice of intention to file any lien or claim, and does hereby covenant,
promise and agree that no mechanic's lien or claim or other lien or claim of any kind whatsoever
shall be filed or maintained against the improvements or the estate or the title of the Owner in the
property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor, or
any subcontractor, materialmen or laborers for work done or materials furnished under the
Contract or by any other party acting through or under them or any of them for and about the
improvements or the Property or any part thereof, or on credit thereof, and that all subcontractors,
materialmen and laborers on the works shall look to and hold Contractor personally liable for all
subcontractors, materials furnished and work and labor done, so that there shall not be any legal
or lawful claim of any kind whatever against Owner for any work done or labor or materials
furnished under the Contract for and about the erection, construction and completion of the
improvements or under any contract for extra work, or for work supplemental thereto, or
otherwise.

2. The Contractor does hereby remise, release and waive for itself, subcontractor and
materialmen the right under the Act of Assembly entitle the Mechanic's Lien Act of 1963 to file or
enter on record any Mechanic's Lien or Liens against that certain piece or parcel of land situated
in Pike Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and
described as follows:

ALL those two tracts or pieces of land situate in the Township of Pike, County of Clearfield, and State of
Pennsylvania, bounded and described as follows:

FIRST THEREOF: BEGINNING at a post on the bank of the Susquehanna River; thence by land, now or
formerly owned by J. R. Caldwell, South twenty-four degrees, twenty-five minutes East three hundred forty
(340) feet to post at the right of way of the New York Central Railroad Company; thence by the right of way
of the New York Central Railroad Company, and down the Susquehanna River, and by the several courses of
said Railroad, a distance of about ten hundred and fifty-six and nine-tenths (1059.9) feet to a post on line of
land formerly of E. Q. Irvin Estate; thence by same North thirty-five degrees and thirty-seven minutes West,
one hundred and ninety-eight (198) feet to a post on the bank of the Susquehanna River; thence by said river,

the following courses and distances, to wit: South sixty degrees, thirty-six minutes West, sixty-seven and three-tenths (67.3) feet; South seventy-two degrees one minute West, two hundred and twenty-nine and six-tenths (229.6) feet; South eighty-one degrees thirty-one minutes west two hundred (200) feet; North eighty-eight degrees and fifty minutes West two hundred (200) feet; North seventy-nine degrees West one hundred and sixty (160) feet to post on the bank of the Susquehanna River, and the place of beginning. Containing six and thirty-four hundredths (6.34) acres neat measure, according to the survey of E. W. Hess, Engineer.

EXCEPTING AND RESERVING all the coal, fire clay, and other minerals, in, under and upon the said tract of land. Together with the right of ingress, egress and regress to, in, under and through the said land for the purpose of mining and removing the said fire clay and other minerals, and coal, fire clay, and other minerals in other and adjacent lands, or land contiguous to said tract. And together with the right to build and construct on and over said land, roads, tram roads, tipples, chutes, drains, shafts, air shafts, slopes and other openings as may be necessary for the convenient mining of said coal, fire clay and other minerals from the said premises, and other premises adjacent and contiguous. And also with the right of depositing upon said land, the waste from any mine, or mines located upon the said premises, and to use and occupy the surface of said premises, for the erection of any buildings or structures, except dwelling houses, necessary or convenient, in the establishment of a mining operation upon said land, or an operation having the opening or openings upon said land and the principal part of an operation upon other lands adjacent or contiguous.

SECOND THEREOF: Being a triangular piece of ground, the apex of the triangle being on the bank of the Susquehanna River, and bounded by right of way of the Curwensville and Bower Railroad, lands formerly of P.A. Caldwell, now owned by Robert T. Peoples, and lands formerly of Joseph A. Caldwell, now Estate of James R. Norris, and being all the lands of the said Grantor, lying between the right of way of the Curwensville and Bower Railroad and the Susquehanna River and containing one-half (1/2) acre, more or less.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 126-I10-000-00070.

BEING the same premises as were conveyed unto Philip T. McGary, Jr. by deed of Philip T. McGary, Jr. and Kellie L. McGary, husband and wife, dated February 8, 1995, and entered for record in the Recorder's Office of Clearfield County to Deed Book Volume 1658, Page 561.

3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.

4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

By _____

Shane Mack
MACK ELECTRIC, Contractor

Philip T. McGary
PHILIP T. McGARY, JR., Owner