

07-1227-CD

Thomas Janocko et al vs Wes Lovell et al

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

THOMAS J. JANOCKO and  
MELISSA L. JANOCKO,  
Owners,

v.

WES LOVELL, t/a/b/a  
MECCO CONSTRUCTION,  
Contractor.

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\*  
\* No. 07 - 1227- CD  
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\* Type of Pleading:

\* WAIVER OF MECHANICS LIEN

\* Filed on behalf of:  
\* Owner

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* NADDEO & LEWIS, LLC  
\* 207 East Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

FILED 4th fld  
07/31/2008 20:00  
JUL 31 2008  
S No CC  
William A. Shaw  
Prothonotary/Clerk of Courts

## STIPULATION AGAINST LIENS

**THIS AGREEMENT**, made the 3rd day of July, 2007, by and between WES LOVELL, t/d/b/a MECCO CONSTRUCTUION, of Ramey, Pennsylvania, hereinafter referred to as "CONTRACTOR"

**AND**

THOMAS J. JANOCKO and MELISSA L. JANOCKO, husband and wife, of PO Box 694, Clearfield, Pennsylvania, hereinafter referred to as "OWNER",

whereby the former undertook and agreed to construction a residential dwelling on that certain lot of ground situate in the Township of Lawrence, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a iron rod at the Northwesterly corner of said tract of land of Leonard O. Swisher, said iron rod also being on the line of land of now or formerly of Cora E. Owens as recorded in Deed Record Book 951 at page 108 in said Office of the Recorder of Deeds; thence along the line of land now or formerly of Cora E. Owens, South 45° 31' 22" East a distance of two hundred six and 24/100 feet (206.24 feet) to a 3/4" iron rod; thence, departing the line of land of said Cora E. Owens, through the lands of Swisher, South 00° 15' 14" West a distance of three hundred thirty three and 37/100 feet (333.37 feet) to a 3/4" iron rod; thence, along same, along a curve to the left having a radius of 175.00 feet, a chord bearing of South 67° 38' 59" West, a chord length of 117.78 feet an arc distance of 120.12 feet to a 3/4" iron rod; thence, along same, South 47° 59' 09" West a distance of twenty six and 52/100 feet (26.52 feet) to a 3/4" iron rod; thence, along same, North 45° 22' 07" West a distance of four hundred thirty two and 40/100 feet (432.40 feet), passing through a 3/4" iron rod at four hundred twelve and 40/100 feet (412.40 feet) to a point at the centerline of right-of-way of Township Road 991 (also known as Old Fire Tower Road); thence, along said centerline the following three (3) courses and distances: (1) North 38° 45' 56" East a distance of thirty six and 75/100 feet (36.75 feet) to a point; thence, (2) along a curve to the right having a radius of 508.47 feet, a chord bearing of North 47° 55' 35" East, a chord length of 196.85 feet an arc distance of 198.10 feet to a point; thence, (3) North 57° 57' 38" East

a distance of one hundred forty three and 38/100 feet (143.38 feet) to the point of beginning. CONTAINING 144,314.97 square feet or 3.31 acres. Less 0.14 acres for the right-of-way of Township Road 991 = 3.17 acres net.

BEING known as Lot 1 of the Leonard O. Swisher Subdivision recorded in the Office of the Register and Recorder for Clearfield County as Instrument No. 200711089.

NOW THEREFORE, THIS AGREEMENT WITHNESSETH: That the said **CONTRACTOR**, for and in consideration of the sum **of One (\$1.00) DOLLAR** to Contractor in hand paid by **OWNER**, the receipt whereof is hereby acknowledged, and further consideration mentioned in the agreement aforesaid, for themselves and their subcontractors, and all parties acting through or under them, covenant and agree that no mechanic's liens or claims shall be filed or maintained by them or any of them against the said buildings and the lot of ground appurtenant thereto for or on account of any work done or materials furnished by them or any of them under said contract or otherwise, for, towards, in, or about the erection and construction of the said buildings on the lot above described, and the said **CONTRACTOR and OWNER**, for themselves, their subcontractors and others under them hereby expressly waive and relinquish the right to have, file, and maintain any mechanic's liens or claims against the said buildings or any of them, and agree that this instrument, waiving the right of lien, shall be an independent covenant.

**WITNESS**, our hands and seals this 31<sup>st</sup> day of July, 2007.

Witness:

MECCO CONSTRUCTION

By

Wes Lovell  
Wes Lovell

Thomas J. Janocko

Melissa L. Janocko  
Melissa L. Janocko