

07-1484-CD
David Haney vs Alfred Hess

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

DAVID C. HANEY, JR. and
KIMBERLY A. HANEY,

And

ALFRED P. HESS, III

NO. 07-1484-CD

Filed on Behalf of:

David C. Haney, Jr. & Kimberly A. Haney

Type of Pleading:

STIPULATION AGAINST LIENS

Filed by:

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

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William A. Shaw
Prothonotary/Clerk of Courts WAC

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 07- -CD

Stipulation Against Liens

THIS AGREEMENT, made this 7th day of September, 2007, **BETWEEN** DAVID C. HANEY, JR. and KIMBERLY A. HANEY, of 13 W. First Street, Clearfield, Pennsylvania 16830, herein referred to as Owners,

- A N D -

ALFRED P. HESS, III, of 2393 Washington Avenue, Clearfield, Clearfield County, Pennsylvania 16830, herein referred to as Contractor,

WHEREAS, DAVID C. HANEY, JR. and KIMBERLY A. HANEY, Owners herein, are about to execute contemporaneously herewith, a contract, with ALFRED P. HESS, III, 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 that tract of land being Lot-1 of The McPherson Subdivision situate in the Township of Lawrence, County of Clearfield, State of Pennsylvania, more particularly described as follows:

BEGINNING at a point in the centerline of State Route 1002 (also known as Carrs Hill Road) said point being the Southeast corner of a tract as shown on map of the Jean Addleman tract dated October 13, 1977, by Lex W. Curry and in Map Record R-593 in aforesaid office of records, said Jean Addleman tract now or formerly the land of Michael P. Malloy as shown in deed record volume 1660 at page 40; thence, along said State Route 1002 the following three courses and distances; (1) thence, along a curve to the left having a radius of Four Hundred Twelve and 55/100 feet (412.55 feet), a delta angle of 13° 30' 32", a chord bearing of South 65° 14' 23" West, a chord distance of Ninety Seven and 04/100 feet (97.04 feet) an arc distance of Ninety Seven and 27/100 feet (97.27 feet) to a point; (2) thence, South 58° 27' 03" West a

distance of One Hundred Seventy Three and 21/100 feet (173.21 feet) to a point; (3) thence, along a curve to the right having a radius of Four Hundred Twenty and 28/100 feet (420.28 feet), a delta angle of $19^{\circ} 19' 56''$, a chord bearing of South $68^{\circ} 07' 01''$ West, a chord distance of One Hundred Forty One and 13/100 feet (141.13 feet) an arc distance of One Hundred Forty One and 81/100 feet (141.81 feet) to a point; thence, through the lands of Michael P. Malloy, North $07^{\circ} 39' 39''$ East a distance of Sixty Two and 02/100 feet (62.02 feet) to a point; thence, along same, North $33^{\circ} 28' 44''$ East a distance of One Hundred Fifty Three and 68/100 feet (153.68 feet) to a point; thence, along same, North $41^{\circ} 22' 16''$ East a distance of One Hundred Thirty Five and 06/100 feet (135.06 feet) to a point; thence, along same, North $32^{\circ} 58' 30''$ East a distance of One Hundred Fifty Four and 43/100 feet (154.43 feet) to a point; thence, along same, North $15^{\circ} 58' 41''$ East a distance of Ninety Two and 39/100 feet (92.39 feet) to a point; thence, along same, North $12^{\circ} 28' 37''$ West a distance of Two Hundred Four and 22/100 feet (204.22 feet) to an iron pin on the South line of the land of the Mae R. McPherson Trust; thence, through the lands of said Mae R. McPherson Trust, North $29^{\circ} 09' 48''$ East a distance of Ninety Six and 74/100 feet (96.74 feet) to a point; thence, along same, South $76^{\circ} 49' 04''$ East a distance of Three Hundred Thirty Eight and 93/100 feet (338.93 feet) to a point; thence, along same, South $68^{\circ} 43' 34''$ East a distance of Four Hundred One and 10/100 feet (401.10 feet) to a point; thence, along same, South $49^{\circ} 35' 47''$ East a distance of Three Hundred Fifteen and 44/100 feet (315.44 feet) to an iron pin; thence, along same, South $17^{\circ} 02' 33''$ East through an iron pin at Two Hundred Thirty and 31/100 feet (230.31 feet) from last said iron pin a distance of Two Hundred fifty One and 86/100 feet (251.86 feet) to a point, said point being in the centerline of aforesaid State Route 1002; thence, along said State Route 1002 the following five (5) courses and distances; (1) along a curve to the right having a radius of Three Hundred Fifty and No/100 feet (350.00 feet), a delta angle of $16^{\circ} 21' 55''$, a chord bearing of North $84^{\circ} 55' 12''$ West, a chord distance of Ninety Nine and 63/100 feet (99.63 feet) an arc distance of Ninety Nine and 97/100 feet (99.97 feet) to a point; (2) thence, North $76^{\circ} 44' 15''$ West a distance of Two Hundred Twenty One and 72/100 feet (221.72 feet) to a point; (3) thence, along a curve to the left having a radius of Seven Hundred and No/100 feet (700.00 feet), a delta angle of $12^{\circ} 29' 10''$, a chord bearing of North $82^{\circ} 58' 50''$ West, a chord distance of One Hundred Fifty Two and 24/100 feet (152.24 feet) an arc distance of One Hundred Fifty Two and 55/100 feet (152.55 feet) to a point; (4) thence, North $89^{\circ} 53' 23''$ West a distance of Three Hundred Fifty Nine and 55/100 feet (359.55 feet) to a point; (5) thence, along a curve to the left having a radius of Four Hundred Twelve and 55/100 feet (412.55 feet), a delta angle of $16^{\circ} 59' 46''$, a chord bearing of south $80^{\circ} 27' 30''$ West, a chord distance of One Hundred Twenty One and 92/100 feet (121.92 feet) an arc distance of One Hundred Twenty Two and 38/100 feet (122.38 feet) to the point of beginning.

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:

David C Haney

By Alfred B. D. H
Kimberly A Haney