

07-1580-CD
Community Alliance Church vs R. Ickes

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

The Trustees of the Community
Alliance Church, :
: NO. 07-1580-CD
And :
: Filed on Behalf of:
Randy Ickes : The Trustees of the Community Alliance
: Church
: 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
09:20am pd \$20.00
SEP 27 2007 Unlim. Real Estate Serv.
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 07--CD

Stipulation Against Liens

THIS AGREEMENT, made this 25th day of September, 2007, **BETWEEN**
The Trustees of the Community Alliance Church, formerly the Pottersdale
Gospel Tabernacle, of Karthaus, Pennsylvania 16845, herein referred to as Owner,

- A N D -

Randy Ickes, of 254 Ickes Heights Imker Pa ¹⁶⁶⁵⁵, herein referred to as
Contractor,

WHEREAS, The Trustees of the Community Alliance Church, Owner herein,
is about to execute contemporaneously herewith, a contract, with Randy Ickes, 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 Karthaus Township, County of Clearfield and Commonwealth of
Pennsylvania, bounded and described as follows:

ALL those two certain parcels of land situate in Karthaus Township, Clearfield County, Pennsylvania,
bounded and described as follows:

THE FIRST THEREOF: **BEGINNING** at a one (1") inch iron pin, said pipe being the Southeast
corner of the property of Merle B. Roussey property and the common corner between the Roussey
property, the property of L. Watkins and the property herein conveyed; thence along lands now or
formerly of F. Moore and Robert Hazel South nine (8) degrees twenty-six (26) minutes West seven
hundred eighty-one and forty-four one hundredths (781.44) feet to a post and stone corner, said
corner being the Southeast corner of Warrant 1943 and the Northeast corner of Warrant 1900; thence
along property of R.S. Carlin, Inc. North eighty (80) degrees thirty-four (34) minutes West six hundred
eighty-eight and sixty-seven one hundredths (688.67) feet to a one (1) inch iron pin; thence through
other property of the grantors herein and also along land of John A. Couteret North five (5) degrees
thirty-nine (39) minutes West seven hundred seventy-four and sixty-one one hundredths (774.61) feet
to a one (1) inch iron pipe located on the southern right-of-way of L.R. 17140; thence along the
Southern right-of-way of L.R. 17140 the following courses and distances: by a 1910.08 foot radius
curve, long chord being North fifty-nine (59) degrees fifty (50) minutes East six hundred twenty and

eighty-three one hundredths (620.83) feet to a point; thence North forty-nine (49) degrees fifty-five (55) minutes East two hundred twenty-one and fifty one hundredths (221.50) feet to a point; thence by a one hundred sixty-nine and twenty-four one hundredths (169.24) foot radius curve, long chord being North eighty (80) degrees forty-five (45) minutes East one hundred seventy-two (172) feet to a one (1) inch iron pin located in the center line of an old abandoned township road between the property herein conveyed and the property of Merle B. Roussey; thence by the center line of the old Abandoned township road leading from Karthaus to Keewaydin by the following courses and distance: South thirty-two (32) degrees thirty-one (31) minutes West one hundred forty-eight and six one hundredths (148.06) feet to a point; thence South forty-seven (47) degrees thirty-five (35) minutes West three hundred four and ninety-six one hundredths (304.96) feet to a point; thence South twenty-six (26) degrees thirty-nine (39) minutes West two hundred nineteen and forty-three one hundredths (219.43) feet to a one (1) inch iron pin; thence along land of Merle B. Roussey South eighty (80) degrees thirty-four (34) minutes East four hundred sixteen and fifty one hundredths (416.50) feet to a one (1) inch iron pin and place of beginning. Containing approximately seventeen and sixteen one hundredths (17.16) acres.

EXCEPTING and RESERVING a 1.16 acre parcel subsequently conveyed by Deed of Grantors to Merle B. Roussey and Gertrude Lamar Roussey dated March 16, 1981 and record in Clearfield County Deed Book 820 at Page 327.

THE SECOND THEREOF: BEGINNING at a three quarter (3/4) inch iron pin, said pin being the Southwestern corner of the property herein conveyed and located in the center line of the old township road from Karthaus to Keewaydin; thence along the center line of the old township road from Karthaus to Keewaydin and also along other property of the grantee North twenty-six (26) degrees thirty-nine (39) minutes East two hundred nineteen and forty-three one hundredths (219.43) feet to a point; thence still along center line of the old township road from Karthaus to Keewaydin and still along other lands of the grantee North forty-seven (47) degrees thirty-five (35) minutes East thirty-four and fifty-nine one hundredths (34.59) feet to a three quarter (3/4) inch iron pin, said pin being in the center line of the old township road from Karthaus to Keewaydin and also being the Northwest corner of the property herein conveyed; thence South forty-five (45) degrees three (03) minutes East four hundred five and sixty-eight one hundredths (405.68) feet to a one (1) inch iron pipe, said pipe being the Southeastern corner of the land herein conveyed and also being a common corner of other lands of the grantee and lands of L. Watkins; thence along other lands of the grantee North eighty (80) degrees forty-three (43) minutes West four hundred sixteen and fifty one hundredths (416.50) feet to a three quarter (3/4) inch pin and place of beginning. Containing one and sixteen one-hundredths (1.16) acres.

Being identified in the Clearfield County Mapping and Assessment Office as Map Nos. 121-S04-000-00049; 121-S04-000-00049-TX and 121-S04-000-00052.

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:

By Frank M. Neher
Contractor

The Trustees of the Community Alliance Church

Frank Westlein Jr.
By: Frank Westlein Jr. Trustee

John Teeter, Jr.
By: John Teeter, Jr. Trustee

Deanna D. Westlein Jr.
By: Deanna D. Westlein Jr. Trustee

A. Jay Hoffman
By: A. Jay Hoffman Trustee