

08-54-CD

Lindsay Smith vs Boyd Dixon Excavating

Unlimited
pd. 20.00

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. _____

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 10th day of January, 2008,

BETWEEN LINDSAY G. SMITH, an adult individual, of 19 North Third Street, Apartment B, Clearfield, Pennsylvania, 16830, herein referred to as Owner,

- A N D -

BOYD DIXON EXCAVATING, of 3097 Shawville Highway, Woodland, Pennsylvania, 16881, 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 Owners 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 Owners 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 Lawrence Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows: **ALL** that certain piece or parcel of land situate in **Lawrence Township**, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a 5/8" rebar set in the eastern line of Township Road T-606, Guinea Hill Road, said 5/8" rebar also being the northwestern corner of the land herein described; thence by land of Jerry and Glendora

Kaufield, (S 86° 39' 42" E) 305.83 feet to a 5/8" rebar; thence by land of Eva E. Helems & Carol J. Coglietti, the following courses and distances (S 0° 30' 52" W) 139.41 feet to a 5/8" rebar; (N 86° 41' 43" W) 132.82 to a 5/8" rebar; (S 13° 45' 06" W) 215.13 feet to a 5/8" rebar; (S 58° 25' 12" W) 185.50 feet to a 5/8" rebar set in the eastern line of the aforementioned Township Road T-606, Guinea Hill Road; thence by the eastern line of said T-606 (N 4° 12' 00" E) 317.70 feet to a 5/8" rebar set in the eastern line of said T-606; thence still by the eastern line of said T-606 (N 5° 56' 40" E) 139.57 feet to a 5/8" rebar set in the eastern line of said T-606 and place of beginning.

Containing 2.00 acres.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 123-K07-000-00185.

A more complete description of the premises is shown on the map prepared by Yost Surveying and recorded at the Clearfield County Recorder of Deeds Office to Instrument Number 200401032.

BEING the same premises as were conveyed unto Lindsay Smith, by deed of Lindsay Smith and Justin Howell, dated June 6, 2007, and entered for record in the Recorder's Office of Clearfield County to Instrument Number 200709971.

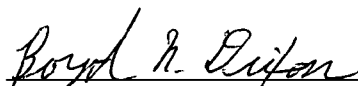
3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and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



BOYD DIXON EXCAVATING, Contractor


LINDSAY G. SMITH, Owner