

08-481-CD

R. Sawtelle al vs Dennis Barrett

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

RONALD SAWTELLE and

JUDY K. SAWTELLE

Plaintiffs

vs

DENNIS BARRETT,

Defendant

No. 08-481-CD

Filed on behalf of: **Plaintiffs**

Type of Pleading:

Stipulation Against Liens

Filed by:

Unlimited Real Estate Services, Inc.

331 East Market Street

Clearfield, PA 16830

(814) 765-6791

FILED

01214467
MAR 17 2008

Unlimited
Real Estate
pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts No CC

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. _____

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 15th day of March, 2008,

BETWEEN RONALD SAWTELLE and JUDY K. SAWTELLE, husband and wife, of 200 Third Street, Curwensville, Pennsylvania, 16833, herein referred to as Owners,

- A N D -

Dennis Barrett, of 149 ALLEGHENY ST., Curwensville, Pennsylvania, 16833, 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 Pike Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

ALL that certain piece or parcel of land known as Lot 2 in the Rowles Family Subdivision situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a 5/8" rebar set at the northwestern corner of land herein described; thence by land of Lee E. and Theresa M. Dixon (N 89° 45' 47" E) 1141.20 feet to an old white oak tree; thence by other land of Lee E. and Theresa M. Dixon (S 20° 38' 59" E) 201.51 feet to a point in the northern line of the Bloomington-Glen Richey Highway, SR 3007; thence by the northern line of said Bloomington-Glen Richey Highway, SR 3007 the following courses and distances: (S 72° 28' 40" W) 392.68 feet to a point; (S 71° 36' 29" W) 433.31 feet to a point; (S 69° 55' 37" W) 196.44 feet to a point and (S 67° 46' 15" W) 62.69 feet to 5/8" rebar set in the northern line of said Bloomington-Glen Richey Highway, SR 3007; thence by line Joseph L. and Sandra J. Waite and also land of Robert A. and Alice R. Price (N 19° 14' 16" W) 561.00 feet to a 5/8" rebar and place of beginning.

Containing 9.31 acres.

Being identified in the Clearfield County Mapping and Assessment Office as a portion of Map Number 126-I11-000-00012.

BEING the same premises as were conveyed unto Ronald Sawtelle and Judy K. Sawtell, husband and wife, by deed of Raymond B. Rowles and Mary J. Rowles, husband and wife, and Franklin G. Nelson, Sr. and Marilyn L. Nelson, husband and wife, dated November 9, 2007, and entered for record in the Recorder's Office of Clearfield County to Instrument Number 200718696.

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:

Judy K. Sawtelle

By Dennis B. Bantosh

Ronald Sawtelle
RONALD SAWTELLE, Owner

Judy K. Sawtelle
JUDY K. SAWTELLE, Owner