

08-1112-CD

J. McCartney al vs R. Sloppy Masonry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

JOSHUA Q. McCARTNEY and

REBECCA L. RISHELL

Plaintiffs

vs

RANDY SLOPPY MASONRY,

Defendant

No. 08- 1112 - 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

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(SM)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. _____

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 16th day of June, 2008,

BETWEEN JOSHUA Q. McCARTNEY, an adult individual, of 96 Potter Lane, DuBois, Pennsylvania, 15801, and **REBECCA L. RISHELL**, an adult individual, of 820 West Washington Avenue, DuBois, Pennsylvania, 15801, herein referred to as Owners,

- A N D -

RANDY SLOPPY MASONRY, of 179 Elensky Drive, 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 Lawrence Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows: **ALL** that certain piece, parcel or tract of land lying and being situate in Brady Township, Clearfield County, Pennsylvania, bounded and described as follows to wit:

BEGINNING at a rebar set by this survey, said rebar being N 07 degrees 29 minutes 47 seconds W a distance of 494.15 feet from the northeast corner of lands now or formerly Keith R. & Lisa L. McCartney (Deed Book 1783, Page 444, dated 07/14/1993), said rebar being the southwest corner of the herein described parcel, thence; N 07 degrees 29 minutes 47 seconds W along lands now or formerly John L. & Sandra L. Wells (Deed Book 1787, Page 292, dated 09/05/1996) a distance of 211.71 feet to an existing iron pin; thence N 01 degrees 43 minutes 57 seconds W along lands now or formerly John L. & Sandra L. Wells (Deed Book 1787, Page 292, dated 09/05/1996) a distance of 64.26 feet to a rebar set by this survey, and being the northwest corner of the herein described parcel; thence S 88 degrees 16 minutes 03 seconds E through lands now or formerly Keith G. & Gale L. Wells, et. al. (Deed Book 1711, Page 303, dated 07/14/1995) a distance of 344.21 feet to a rebar set by this survey, and being the northeast corner of the herein described parcel, thence S 01 degrees 43 minutes 57 seconds E through lands now or formerly Keith G. & Gale L. Wells, et. al. (Deed Book 1711, Page 303, dated 07/14/1995) a distance of 242.30 feet to a rebar set by this survey, and being the southeast corner of the herein described parcel; thence S 82 degrees 30 minutes 13 seconds W through lands now or formerly Keith G. & Gale L. Wells, et. al. (Deed Book 1711, Page 303, dated 07/14/1995) a distance of 324.59 feet to the place of beginning.

CONTAINING 87,120.0 square feet or 2.00 acres.

TOGETHER with a 50 foot Right-of-way for ingress, regress, and regress leading from the centerline of centerline for Potter Lane (50' r/w) to the herein described parcel and described as follows:

BEGINNING at a point, said point being N 07 degrees 29 minutes 47 seconds W a distance of 86.39 feet from the southwest corner of the above described parcel; thence S 55 degrees 07 minutes 55 seconds W along the centerline of an existing Private Road a distance of 51.98 feet to a point, and shown as "L-8" on the hereto attached survey map; thence S 00 degrees 35 minutes 58 seconds W along the centerline of an existing Private Road a distance of 81.77 feet to a point, and shown as "L-7" on the hereto attached survey map; thence S 09 degrees 42 minutes 35 seconds W along the centerline of an existing Private Road a distance of 118.31 feet to a point, and shown as "L-6" on the hereto attached survey map; thence S 15 degrees 53 minutes 16 seconds W along the centerline of an existing Private Road a distance of 72.75 feet to a point, and shown as "L-5" on the hereto attached survey map; thence S 22 degrees 56 minutes 10 seconds W along the centerline of an existing Private Road a distance of 57.64 feet to a point, and shown as "L-4" on the hereto attached survey map; thence S 47 degrees 19 minutes 37 seconds W along the centerline of an existing Private Road a distance of 56.01 feet to a point, and shown as "L-3" on the hereto attached survey map; thence S 62 degrees 56 minutes 56 seconds W along the centerline of an existing Private Road a distance of 57.70 feet to a point, and shown as "L-2" on the hereto attached survey map; thence S 86 degrees 50 minutes 01 seconds W along the centerline of an existing Private Road a distance of 31.03 feet to a point in the centerline for Potter Lane, and shown as "L-1" on the hereto attached survey map.

SUBJECT to any utility easements or Rights-of-Way that may be of record.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 107-C05-000-00210.

BEING the same premises as were conveyed unto Joshua Q. McCartney, single, and Rebecca L. Rishell, single, by deed of Keith G. Wells and Gale L. Wells, husband and wife, Keith G. Wells, as Executor of the Estate of John L. Wells, deceased, Lisa L. McCartney and Keith R. McCartney, her husband, Mary Ann Himes and David Himes, her husband, dated February 7, 2008, and entered for record in the Recorder's Office of Clearfield County to Instrument Number 200803265.

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:

Randy A. Sloppy

By: Randy Sloppy, Owner

Randy A. Sloppy
RANDY SLOPPY MASONRY, Contractor

Joshua Q. McCartney
JOSHUA Q. McCARTNEY, Owner

Rebecca L. Rishell
REBECCA L. RISHELL, Owner