

08-1488-CD
Cfd Real Estate vs Leland Condon al

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

CLEARFIELD REAL ESTATE
DEVELOPMENT, LLC
Owner,

v.

LELAND CONDON, t/d/b/a
CUSTOM CARPENTRY AND
WOODWORKING

*
*
*
*
* No. 08 - 1488 - CD
*

* Type of Pleading:
*
* WAIVER OF MECHANICS LIEN
*
* Filed on behalf of:
* Owner
*
* Counsel of Record for
* this party:
*
*
* Linda C. Lewis, Esq.
* Pa I.D. 06820
*
* NADDEO & LEWIS, ILC
* 207 East Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

01/31/2008
AUG 11 2008

William A. Shaw
Prothonotary/Clerk of Courts
Atty Lewis pd \$20.00
No CC

STIPULATION AGAINST LIENS

THIS AGREEMENT, made the 11th day of August, 2008, by and between LELAND CONDON, t/d/b/a CUSTOM CARPENTRY AND WOODWORKING, 701 Elm Avenue, Clearfield, Pennsylvania, hereinafter referred to as "CONTRACTOR"

AND

CLEARFIELD REAL ESTATE DEVELOPMENT, LLC, of 400 Elm Avenue, Clearfield, Pennsylvania, hereinafter referred to as "OWNER",

whereby the former undertook and agreed to make additions and improvements on ALL those three (3) certain lots or parcels of land situate in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, known as Lots Nos. 26, 27 and 28 in the plan of Snyder Terrace as the same remains of record in the office of the Recorder of Deeds at Clearfield in Miscellaneous Book X, Page 111, being contiguous lots bounded as follows:

On the East by Maxwell Street; on the South by Sheridan Drive, formerly called Maple Avenue; on the West by an alley; and on the North by Lot No. 25. Each of said lots being one hundred thirty (130) feet in depth and Lots Nos. 26 and 27 being each twenty-five (25) feet in width, and Lot No. 28 being thirty (30) feet in width and all three of them extending from Maxwell Street on the East to an alley on the West as shown by the said plot of Snyder Terrace of record in Miscellaneous Book X, Page 111.

BEING the same premises conveyed to Owner by Deed of David M. Curulla and Karen L. Curulla dated July 30, 2008 and recorded in the Office of the Register and Recorder for Clearfield County as Instrument No. 200812261.

NOW THEREFORE, THIS AGREEMENT WITHNESSETH: That the said **CONTRACTOR**, for and in consideration of the sum **of One (\$1.00 DOLLAR** to Contractor in hand paid by **OWNER**, the receipt whereof is hereby acknowledged, and further consideration mentioned in the agreement aforesaid, for themselves and their subcontractors, and all parties acting through or under them, covenant and agree that no mechanic's liens or claims shall be

filed or maintained by them or any of them against the said buildings and the lot of ground appurtenant thereto for or on account of any work done or materials furnished by them or any of them under said contract or otherwise, for, towards, in, or about the erection and construction of the said buildings on the lot above described, and the said **CONTRACTOR and OWNER**, for themselves, their subcontractors and others under them hereby expressly waive and relinquish the right to have, file, and maintain any mechanic's liens or claims against the said buildings or any of them, and agree that this instrument, waiving the right of lien, shall be an independent covenant.

WITNESS, our hands and seals this 11th day of August, 2008.

Witness:

Jamie L. Lingle

CUSTOM CARPENTRY & WOODWORKING

By

Leland Condon
Leland Condon

Ashley Bell

CLEARFIELD REAL ESTATE DEVELOPMENT, LLC

By

Jeremy J. Condon
Jeremy J. Condon