

08-1598-CD
Lonnie Hill al vs Bruce Harberidge al

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AUG 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

20.00

LONNIE C. HILL and
LINDA S. HILL

: IN THE COURT OF COMMON PLEAS
: OF THE 46TH JUDICIAL DISTRICT
: OF PENNSYLVANIA

vs

BRUCE HARBERIDGE,
PAINTING AND REMODELING.
a Pennsylvania Contractor

:
:
: CLEARFIELD COUNTY BRANCH
: CIVIL DIVISION

: NO. *ev* 08-1598-CD

STIPULATION AGAINST LIENS

This instrument is executed this 15th day of August, 2008 by Bruce Harbridge, Painting and Remolding, a Pennsylvania Contractor, Brockway, Jefferson County, Pennsylvania, ("Contractor") (or "Subcontractor") in favor of Lonnie C. Hill and Linda S. Hill, husband and wife, Lewisburg, Union County, Pennsylvania ("Owner").

WITNESSETH:

1. Contractor is a contractor within the meaning of the Mechanics Lien Law of 1963.
2. Owner and Contractor intend to enter into a certain contract ("contract") in connection with the construction of a deck on the premises located in, Sandy Township, Clearfield County, Pennsylvania on a parcel of ground as set forth on Exhibit A hereto attached. A copy of said contract is hereto attached as Exhibit B.
3. Contractor has, by this instrument and the promises contained herein, covenanted, promised and agreed that no mechanics' or materialmen's liens shall be filed or maintained against the estate or title of owner in the property or any part thereof, or the appurtenances thereto, either by itself or anyone else acting or claiming through or under it for or on account of any work, labor or materials supplied in the performance of the work under the contract or under any supplemental contract or for extra work.

NOW, THEREFORE, in consideration of the contract and the covenants of owner therein contained, and the sum of one dollar paid in hand to contractor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Contractor, for itself and anyone else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanics' or materialmen's lien, or notice of intention to file any lien, and does hereby covenant, promise and agree that no mechanics' lien or other lien of any kind whatsoever shall be filed or maintained against the estate or title of owner in the property or the appurtenances thereto, by or in the name of contractor, or any subcontractor, materialman or laborer acting or claiming through or under for work done or materials furnished in connection with the contract or by any other party acting through or under them or any of them for and about the property or any part of it.

2. This agreement waiving the right of lien shall be an independent covenant by contractor and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in connection with the above-described project on the property to the same extent as any work and labor done and materials furnished under the contract.

3. To give owner full power and authority to protect itself, the property, the estate, or title of owner therein, and the appurtenances thereto, against any and all liens filed by contractor or anyone acting under or through it in violation of the foregoing covenant, contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania (i) to appear as attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of contractor or of any subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenant, or (ii) to cause to be filed and served in connection with such lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, and to incorporate therein, as part of the record, the waiver contained in this instrument; and for such act or acts this instrument shall be good and sufficient warrant and authority. A reference to the court, term and number in which and where this agreement shall have been filed shall be conclusive evidence of the authority herein to warrant such action, and contractor, for itself and for them, hereby remises, releases and quitclaims all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them. In the event anyone acting through or under contractor shall so file a lien in violation of the foregoing covenant, owner may not exercise its rights under this Paragraph 3 unless such lien has not been stricken or discharged (by payment, posting of a bond or other means) for a period of ten days after notice of such lien shall have been received by contractor.

IN WITNESS WHEREOF, contractor has executed this instrument as of the day and year first above written.

WITNESS

Bruce Harbridge, Painting and Remodeling
Contractor

BY: Bruce L. Harbridge

COMMONWEALTH OF PENNSYLVANIA

:

: SS:

COUNTY OF Jefferson

:

On this, the _____ day of _____, 2008, before me, a Notary Public, personally appeared Bruce Harbridge, Owner, who is the owner of Bruce Harbridge Painting and Remodeling, and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

EXHIBIT A

ALL THAT CERTAIN piece or tract of land designated as Lot No. 37, Section 11 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, as recorded in Miscellaneous Docket Map File No. 25.

ALL THAT CERTAIN piece of tract of land designated as Lot No. 43, Section 11, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, as recorded in Miscellaneous Docket Map File No. 25.

2 x 8 Frame
 2 x 8 Joist 16" on center
 5/4 Decking
 6 x 6 support post
 corrag bolts
 Hand Rail on open side of steps only
 3 stringers of 2 x 12 2 sides 1 middle
 Hand rail to match existing

Existing side stoop
 Flooring Removed
 Floor extended to 5'
 Stairs Redone 4' wide w/ shallower step

material 1376
 Labor 2752
 4128.00

material 376.00
 Labor 752
 1128.00

* Total Both
 5,256

