

08-1979-CD  
Ed MacDonald vs Dennis McCahan

08-1979-CD

Belin, Kubiasta & Ryan  
FILED  
013:01/SL  
OCT 15 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

## Stipulation Against Liens

THIS AGREEMENT made the 14<sup>th</sup> day of October, 2008, by and between ED MACDONALD, trading and doing business as macdonald Plumbing Services, a proprietorship with an office and principal place of business at 64 RB Contracting Lane, Curwensville, Pennsylvania, hereinafter referred to as Contractor,  
AND

DENNIS L. McCAHAN, of 1236 Grahampton Road, Woodland, Pennsylvania, hereinafter referred to as Owner, whereby the Contractor undertook and agreed to excavation on that certain lot of ground situate in Lawrence Township, Clearfield County, more particularly described in Exhibit "A" attached hereto.

Contractor hereby certifies that no work has commenced on the premises. Contractor agrees that before any subcontractor working under him enters the premises the subcontractor shall be required to execute a Mechanic's Lien Waiver. If the subcontractor does not execute a mechanic's lien waiver, Contractor hereby authorizes Owner to withhold payment otherwise payable to Contractor until subcontractor produces a release of any and all claims.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the said Contractor, for and in consideration of the sum of (\$1.00) Dollar to it in hand paid by Owner, the receipt whereof is hereby acknowledged, and the 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 consideration of the said buildings on the lot above described, and the said Contractor, 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

14<sup>th</sup> day of October, 2008

Signed, Sealed and Delivered  
In the Presence of


By:  (SEAL)

Owner

(SEAL)

(SEAL)

(SEAL)



## ACKNOWLEDGMENT FOR INDIVIDUAL


State of PENNSYLVANIA

ss.

County of CLEARFIELD

On this, the 14<sup>th</sup> day of October, 2008, before me the undersigned officer, personally appeared: Edward MacDonaid a MacDonaid Plumbing Services (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set y hand and official seal.

  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Justine M. Bolam-Wright, Notary Public  
Punxsutawney Boro, Jefferson County  
My Commission Expires Nov. 10, 2008  
Member, Pennsylvania Association Of Notaries

Title of Officer

## ACKNOWLEDGEMENT FOR CORPORATION

State of

ss.

County of

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed as \_\_\_\_\_, and who acknowledges himself to be the \_\_\_\_\_ of \_\_\_\_\_, corporation, and that he as such \_\_\_\_\_, being authorized to do so, executed the foregoing statement for the purposes therein contained by signing the name of the corporation by himself as \_\_\_\_\_

In witness whereof, I have hereunto set my hand and notarial seal.

\_\_\_\_\_  
Notary Public

**Stipulation  
Against Liens**

Dennis L. McCahan

Owner

t/d/b/a

Contractor

**FILED**

Date

Prothonotary

## EXHIBIT "A"

ALL those certain lots, pieces or parcels of ground lying, situate and being in the Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a point on the relocated northern right-of-way of State Route 879, southwest of Exit 19 of Interstate Route 80, said point being North twenty-three (23°) degrees eight (08') minutes twenty-five (25") seconds West, forty-seven and forty-six hundredths (47.46) feet from an iron pin set by L.W. Curry, marking the line of land of Nellie G. Pentz heirs (parcel leased to Federated Home and Mortgage Company, Inc., et al), and land of Clinton County Industrial Development Authority; thence along said land of Clinton County Industrial Development Authority North twenty-three (23°) degrees eight (8') minutes twenty-five (25") seconds West three hundred twenty-one and fifty-two hundredths (321.52) feet to another iron pin found on said line; thence through land of Nellie G. Pentz heirs for new subdivision of the same North sixty-two (62°) degrees thirty-seven (37') minutes forty-six (46") seconds East one hundred fifty-two and forty-eight hundredths (152.48) feet to a point within the Pentz lands; thence still through Pentz land South twenty-three (23°) degrees eight (08') minutes twenty-five (25") seconds East three hundred fifty-four and seventy-nine hundredths (354.79) feet to a point on the relocated right-of-way line of State Route 879; thence along said right-of-way line the following three metes and bounds: South sixty-three (63°) degrees fifty (50') minutes twenty-three (23") seconds West one hundred nine and seventy-five hundredths (109.75) feet; North twenty-six (26°) degrees nine (9') minutes thirty-seven (37") seconds West thirty (30) feet; South sixty-three (63°) degrees fifty (50') minutes twenty-three (23") seconds West forty-one and thirty hundredths (41.30) feet to the point of beginning.

CONTAINING 1.207 acres, being a part of a tract of 7.99 acres leased to predecessors in interest of Alexander Gregory and Federated Home & Mortgage Company, Inc., et al. by original lease dated April 10, 1967.

The foregoing metes and bounds encompass 1.207 acres, having been surveyed August 26, 1988, by R.L. Kester P.L.S. Said plat is recorded at Aperture or File Card No. 952 in the Clearfield County Recorder of Deeds records.

UNDER AND SUBJECT to all easements, restrictions, reservations, covenants and conditions appearing as a matter of record or visible upon inspection.

In addition, there is hereby given to the Grantee, its successors and assigns, the non-exclusive easement and right-of-way, in common with all other parties (including parties executing this deed), entitled, empowered or privileged thereto or to the use thereof, solely for the purpose of ingress and egress by the Grantee, its successors and assigns, and its business invitees, to and from the above-described premises and State Route #879 over that certain existing paved entrance and driveway, approximately twenty-four (24) feet in width, leading from State Route #879 and extending to inter alia, the above described premises as more particularly described as follows: Following the present driveway pavement adjoining Parcel I at its southeastern corner, extending from the edge of the pavement of State Route 879 in a northwesterly direction into land of grantors for a distance of fifty (50) feet beyond the right-of-way line of said Route 879, including the present width of twenty-four (24) feet more or less, but also including the area of the radii at the

pavement edge of Route 879, and the unpaved area between the present driveway and the property line of grantee southwest of the present driveway.

THE SECOND THEREOF: BEGINNING at a point on the relocated northern right-of-way line of State Route 879, southwest of Exit 19 of Interstate Route 80, said point being North twenty-three (23°) degrees eight (8') minutes twenty-five (25") seconds West, forty-seven and forty-six hundredths (47.46) feet from an iron pin set by L.W. Curry, marking the line of land of Nellie G. Pentz heirs (parcel leased to Federated Home and Mortgage Company, Inc., et al), and land of Clinton County Industrial Development Authority; thence along said right-of-way line of State Route 879 South sixty-three (63°) degrees fifty (50') minutes twenty-three (23") seconds West fifty (50) feet to a point on said line; thence through land of grantor for new subdivision North twenty-three (23°) degrees eight (8') minutes twenty-five (25") seconds West three hundred twenty and forty-six hundredths (320.46) feet to a point within land of grantor; thence still through land of grantor North sixty-two (62°) degrees thirty-seven (37') minutes forty-six (46") seconds East fifty and seven hundredths (50.07) feet to an iron pin found on line of land of Nellie G. Pentz heirs, thence along line of land of Pentz heirs South twenty-three (23°) degrees eight (8') minutes twenty-five (25") seconds East three hundred twenty-one and fifty-two hundredths (321.52) feet to the place of beginning.

CONTAINING 0.368 of an acre, having been surveyed August 26, 1988, by R.L. Kester,. P.L.S. being illustrated as Parcel II on a plat of same. Being known as Parcel II on Clearfield County Map No. 952.

UNDER AND SUBJECT to all easements, restrictions, reservations, covenants and conditions appearing as a matter of record or visible upon inspection.

In addition, there is hereby given to the Grantee, its successors and assigns, the non-exclusive easement and right-of-way, in common with all other parties (including parties executing this deed) entitled, empowered or privileged thereto or to the use thereof, solely for the purpose of ingress and egress by the Grantee, its successors and assigns, and its business invitees, to and from the above-described premises and State Route 879 over that certain existing paved entrance and driveway, approximately 24 feet in width, leading from State Route 879 and extending to, inter alia, the above described premises as more particularly described as follows: Following the present driveway pavement at the southwesterly corner of this parcel, extending at a width of thirty three (33) feet, more or less, from the edge of the pavement of State Route 879, in a northwesterly direction into land of grantor for a distance of fifty (50) feet, more or less, beyond the present right-of-way line of Route 879, including the area between the present pavement and the property line of Grantee, with the right to pave the same, and including the radii of said driveway at the edge of the pavement of State Route 879.

HAVING AN ASSESSMENT MAP No. of 123-L7-101 and 102.

BEING the same premises conveyed to Dennis L. McCahan by deed dated May 5, 2008, which deed is recorded in the Office of the Recorder of Deeds for Clearfield County to Instrument No. 200806611.