

01-1261-CD  
KATHLEEN PRIEST etal -vs- VALLEY HOMES

STIPULATION AGAINST LIENS

Kathleen Priest  
Homeowner

Duncan Priest  
Homeowner  
vs.

VALLEY HOMES  
Contractor

In the Court of Common Pleas, County of

Clearfield  
Pennsylvania

Number 01-1261-00 Term, 2001

**FILED**

AUG 02 2001

William A. Shaw  
Prothonotary

WHEREAS, **KATHLEEN PRIEST AND DUNCAN PRIEST**, her husband, currently of RD 2, Box 308AA, Munson, Pennsylvania, 16860, about to execute contemporaneously herewith, a contract, with **VALLEY HOMES**, of 7851 S Eagle Valley Road, Port Matilda, Pennsylvania, 16870, for the placement of a residential building upon premises situate in the Township of Morris, Clearfield County, Pennsylvania, bounded and described as follows:

**ALL** those pieces or parcels of land situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF: BEGINNING** at a point on line of land of now or formerly William Conrad and William Jenney; thence South along line of said William Jenney One Hundred and Twenty Two and One-half (122½) feet, more or less to point on line of land of now or formerly Helen Selepack; thence along line of land of said Helen Selepack, East, Three Hundred Ninety-Seven (397) feet, more or less to point; thence along line of lands now or formerly of John Sinfelt, North, One Hundred and Seven and One-Half (117½) feet, more or less to a point; thence along line of lands of now or formerly William Conrad, West Three Hundred and Eighty-Four (384) feet, more or less to place of beginning. CONTAINING one (1) acre, more or less.

INSTRUMENT #200107709

**THE SECOND THEREOF: BEGINNING** at an iron pin located on the North side of Township Road No. 701. Said point is also the Northeast corner of, now or formerly, William H. Muscha; thence along lands of same, North eighty-five degrees, twenty-five minutes West (N 85° 25' W), six hundred and eight tenths feet (500.8) to an iron pin and also the Southeast corner of, now or formerly, Fredercik H. and Lori A. Little; thence along lands of same, North nineteen degrees, twenty-three minutes, fifty-seconds East (N 19° 23' 50" E), one hundred twenty-one and forty-three hundred feet (121.43) to an iron pin on line of, now or formerly, Betty J. Kulp; thence along lands of same and lands of, now or formerly, William J. and Sara Jane Jenny, South eighty-five degrees, twenty-five minutes East (S 85° 25' E) five hundred seventy-two and ninety-three hundredths feet (572.93) to an iron pin on line of, now or formerly, Hobert A. Hubler; thence along lands of same, South six degrees, eight minutes, five seconds West (S 6° 08' 05"

W), one hundred seventeen and five tenths feet (117.5) to an iron pin and place of beginning.  
CONTAINING 1.5824 acres.

INSTRUMENT #199901208.

NOW, \_\_\_\_\_, 2001, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said **KATHLEEN PRIEST AND DUNCAN PRIEST**, her husband, to the said **VALLEY HOMES**, to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with **KATHLEEN PRIEST AND DUNCAN PRIEST**, her husband, and the further consideration of One Dollar, to **VALLEY HOMES**, paid by **KATHLEEN PRIEST AND DUNCAN PRIEST**, her husband, it is agreed that no lien shall be filed against the building by the contractor, or any sub-contractor, nor by any of the material men or workmen or any other person for any labor, materials purchased for the erection of said building, the right to file such liens being expressly waived.

WITNESS, our hands and seals the day and year aforesaid.

SIGNED AND SEALED IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duncan S Priest  
Homeowner

Helen Kathleen Priest  
Homeowner

Kenneth L. Perry  
Valley Homes

**CONSTRUCTION/IMPROVEMENTS CLOSING CERTIFICATION**

(For Recently Completed, In Progress, or Contemplated Construction of or Improvement to 1 to 4 Family Residential Properties.)

Address: \_\_\_\_\_ Re: \_\_\_\_\_

The undersigned parties are \_\_\_\_\_ Contractor **-OR-** \_\_\_\_\_ Builder **-AND-** \_\_\_\_\_ Buyer(s) **-OR-** \_\_\_\_\_ Owners(s)

The parties hereto certify as follows:

(MARK ONE CHOICE:)

- \_\_\_\_ That all structures and improvements on the insured premises have been in place and completed for \_\_\_\_\_.
- \_\_\_\_ **-OR-**
- \_\_\_\_ That the construction/improvements are in progress.
- \_\_\_\_ **-OR-**
- ☒ That the construction/improvements are contemplated.

That there is **ONE GENERAL CONTRACTOR** who has/will construct(ed) **all** improvements on the insured premises.

That all improvements on the insured premises are/will be totally situated thereon and do not/will not violate any restrictions or zoning and do not/will not encroach on any property or building restriction lines and that there are no encroachments of improvements from adjoining property owner(s) onto our property.

That there are no disputes with adjoining property owners as to the location of property lines or the encroachment of any improvements or contemplated improvements.

That there are no easements, or claims of easements not shown by the public records.

That the parties hereto are aware that this certification is made for the purpose of inducing Penn Attorneys Title Insurance Co. to issue its title insurance policy deleting the exceptions pertaining to matters of survey, in the Loan Policy only, without the otherwise required furnishing of a current certified survey of the insured premises, at their expense. **Although they are aware that no protection is afforded the property owner(s) by the deletion of such exceptions,** they agree, as consideration for said deletion, to indemnify and hold harmless Penn Attorneys Title Insurance Co. from any and all reasonable expenses and/or losses incurred as a result of the deletion of said exceptions and any subsequent claims resulting from violation of restrictions and/or encroachments of building restriction lines or property lines which would have been revealed by the furnishing of a current, accurate, as-built survey of the insured premises.

The parties hereby certify that **ALL** the foregoing statements are true and correct and intend to be legally bound thereby.  
(If **ALL** statements cannot be certified to, a current certified survey showing all improvements will be required.)

Must be signed by Builder and Buyer(s) OR Contractor and Owner(s).

Valley Home Growth L. Survey  
Builder

\_\_\_\_\_  
Contractor

Duncan & Priest  
Buyer

\_\_\_\_\_  
Owner

Helen Kathleen Priest  
Buyer

\_\_\_\_\_  
Owner

**NOTE:** If there is an existing survey of the property, a copy is requested to be furnished to Penn Attorneys Title Insurance Co. along with this signed certification.

FILED

AUG 02 2001

*W*  
01:35/atty Thompson  
William A. Shaw  
Prothonotary

pd \$20.00

1cc atty Thompson