

01-1591-CD  
MARK D. ROFABAUGH etux -vs- RODNEY STRAW

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 01-1597 -WML

**STIPULATION AGAINST LIENS**

THIS AGREEMENT, made this 26<sup>th</sup> day of September, 2001, **BETWEEN**  
MARK D. RORABAUGH and DIANA L. RORABAUGH, husband and wife, of R.R. #1,  
Box 428, LaJose, Pennsylvania 15753, herein referred to as Owners,

- A N D -

RODNEY STRAW, of R.R. #2, Box 337, Curwensville, Clearfield County, Pennsylvania  
16833, herein referred to as Contractor,

WHEREAS, MARK D. RORABAUGH and DIANA L. RORABAUGH,  
husband and wife, Owners herein, is about to execute contemporaneously herewith, a  
contract, with RODNEY STRAW, Contractor herein to provide materials and/or to  
perform labor necessary for the construction and erection or the alteration and repair of  
(a) building(s) upon those certain pieces or parcels of land situated in Burnside  
Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and  
described as follows:

**SEE ATTACHED DESCRIPTION**

NOW, the day and date first above written, and at the time of and  
immediately before the execution of the principle contract, and before any authority has  
been given by the said owners to the said contractor to commence work on the said  
building, or purchase materials for the same in consideration of the making of the said  
contract with owner and the further consideration of one (\$1.00) to contractor paid by  
owner, it is hereby agreed by and between the said parties hereto that the said contractor

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William A. Shaw  
Prothonotary

for themselves and their sub-contractor and all parties acting through or under them, covenant and agree that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the said building and lot of ground appurtenant thereto, for or on account of any work done or materials furnished by them, or any of them, under the principle contract or otherwise for, toward, in, or about the erection and construction of the said building, and the said contractor, for themselves and their sub-contractor and others under them, hereby expressly waive and relinquish the right to have or maintain any mechanics lien or claim against the said building or the lot of ground appurtenant thereto, and that this agreement waiving the right of lien shall be an independent covenant.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
*Jennifer A. Michaels*  
\_\_\_\_\_

By *Rodney S. Straw*  
\_\_\_\_\_  
RODNEY STRAW, Contractor  
*Mark D. Rorabaugh*  
\_\_\_\_\_  
MARK D. RORABAUGH, Owner  
*Diana L. Rorabaugh*  
\_\_\_\_\_  
DIANA L. RORABAUGH, Owner

**LEGAL DESCRIPTION - EXHIBIT 'A'**

**ALL** that parcel of land known as Lot 3 of the G. Alton and Leta E. Rorabaugh Subdivision dated September 8, 1999, said land located 1 ½ mile South of New Washington Borough in Burnside Township, Clearfield County, Pennsylvania and being more particularly described as follows:

**BEGINNING** at a mag nail set in the centerline of Glenn Road, also known as Township Road T-316 on the northern line of Helen Young as was conveyed by Deed Book 429, Page 293, said mag nail being North 89 degrees 00 minutes 02 seconds West 1,149.60 feet from a 3/4 inch rebar set at the southeast corner of the larger parcel of which this is a part, said mag nail also being the southeast corner of the land herein conveyed and running; thence North 89 degrees 00 minutes 02 seconds West 677.90 feet along Helen Young to a 3/4 inch rebar set; thence North 6 degrees 05 minutes 26 seconds West 490.38 feet through the lands of G. Alton Rorabaugh, et ux to a 3/4 inch rebar set; thence North 83 degrees 39 minutes 53 seconds East 445.47 feet through the lands of G. Alton Rorabaugh, et ux to a 3/4 inch rebar set; thence South 17 degrees 35 minutes 48 seconds East 223.13 feet through the lands of G. Alton Rorabaugh, et ux to a 3/4 inch rebar set; thence South 67 degrees 25 minutes 37 seconds East 233.50 feet through the lands of G. Alton Rorabaugh, et ux to a mag nail set in the centerline of Glenn Road said line passing through a 3/4 inch rebar set back 27.33 feet from said centerline; thence by an arc of a circle having a radius of 106.50 feet, curving to the left an arc distance of 52.96 feet, the chord of said arc being South 10 degrees 18 minutes 41 seconds West 52.42 feet along the centerline of Glenn Road to a point; thence South 3 degrees 56 minutes 09 seconds East 195.16 feet along the centerline of Glenn Road to a mag nail set and place of beginning. **CONTAINING** 7.034 acres minus 0.095 acres for the right-of-way of Glenn Road or Township Road T-316, leaving 6.939 acres net and known as Lot 3 of the G. Alton and Leta E. Rorabaugh Subdivision as shown on map prepared by Curry and Associates dated September 8, 1999.

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800/1034104th  
William A. Shaw  
Prothonotary

Admrent  
pe \$90.00  
no cc