

04-604-CD
DONALD P. EMIGH et al vs. VALLEY HOMES

Donald Emigh et al vs Valley Homes
2004-604-CD

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 04-604-^{CD}~~WMI~~

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 29 day of April, 2004, BETWEEN
DONALD P. EMIGH and SAMANTHA BUTTERWORTH, of P. O. Box 15, Wallaceton, PA
16876, herein referred to as Owners,

- AND -

VALLEY HOMES, of 1126 South Eagle Valley Road, Bellefonte, PA 16823, herein referred to
as Contractor,

WHEREAS, DONALD P. EMIGH and SAMANTHA BUTTERWORTH,
Owners herein, are about to execute contemporaneously herewith, a contract, with VALLEY
HOMES, Contractor herein to provide materials and/or to perform labor necessary for the
construction and erection of a Manufactured Home upon those certain pieces or parcels of land
situated in the Borough of Wallaceton, Clearfield County, Pennsylvania, bounded and described
as follows:

ALL that certain piece or parcel of land situated in the Borough of Wallaceton, Clearfield
County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the East side of Clearfield Street, said point is the
southwest corner of, now or formerly, Burton Knepp; thence along lands of, now or
formerly, Burton Knepp, South eighty-four degrees, twenty-seven minutes, five seconds
East nine hundred eighty-seven and fifty-four hundredths (987.54) feet to an iron pin;
thence still along lands of, now or formerly, Burton Knepp, North twenty degrees, forty-
one minutes, twenty-five seconds West three hundred ninety-six and thirty-three
hundredths (396.33) feet to an iron pin; thence still along lands of, now or formerly,
Burton Knepp, North fifty-four degrees, one minute, fifty-five seconds East two hundred
seventeen and twenty-one hundredths (217.21) feet to an iron pin; thence along lands
of, now or formerly, Dean A. and Very J. Spangler, South eighty-three degrees, nineteen
minutes, fifteen seconds East eight hundred ninety-two and eighty-three hundredths
(892.83) feet to an iron pin and also the corner of Lowell T. Way; thence along lands of

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William A. Shaw
Prothonotary/Clerk of Courts

Lowell T. Way South fifty-nine degrees, twenty-one minutes, forty-five seconds West one thousand forty-six and twenty-five hundredths (1046.25) feet to an iron pin; thence still along lands of Lowell T. Way South eighty-eight degrees, thirty-four minutes, forty-five seconds West eight hundred eighty-four and thirty-four hundredths (884.34) feet to an iron pin located on the east side of Clearfield Street; thence along the east side of said Road North twenty-seven degrees, fifty-three minutes, twenty seconds West one hundred three and seventy-five hundredths (103.75) feet to an iron pin; thence still along said Road, North twenty-three degrees, fifty-one minutes, thirty seconds West one hundred eighty (180.0) feet to an iron pin and place of beginning.

CONTAINING 11.8225 Acres. Also containing a manufactured home to be erected thereon. The manufactured home being a Commodore Richland Home and having Serial No. CB39310AB. Said title to be retired upon construction on the foundation, making the manufactured home part of the real estate rather than personal property.

BEING the same premises as were granted and conveyed unto Donald P. Emigh by deed of Terry A. Bumbarger, Jr., a single adult individual, dated July 3, 2000, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, at Instrument No. 200009413.

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 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:

By *Jilly Manley*
VALLEY HOMES Contractor

Kathleen A. Ricotta

Donald P. Emigh
DONALD P. EMIGH, Owner

as to both

Samantha K. Butterworth
SAMANTHA BUTTERWORTH, Owner

DONALD P. EMICH and
SAMANTHA BUTTERNORTH, Owners

and

VALLEY HOMES, Contractor

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W.A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

No CC

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830