

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

MAX A. CIAMACCO and CAMMY J.

CIAMACCO, husband and wife,

Plaintiff (s)

vs

VALLEY HOMES,

Defendant (s)

No. 06-141-CD

Filed on behalf of: Plaintiff

Type of Pleading: Stipulation Against Liens

Filed by:

Unlimited Real Estate Services, Inc.

331 East Market Street

Clearfield, PA 16830

(814) 765-6791

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. _____

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 26th day of January, 2006,
BETWEEN MAX A. CIAMACCO and CAMMY J. CIAMACCO, husband and wife, of 133
Main Street, Mineral Springs, Pennsylvania, 16855, herein referred to as Owners,

- A N D -

VALLEY HOMES, of 7851 South Eagle Valley Road, Port Matilda, Pennsylvania, 16870, herein
referred to as Contractor,

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do
agree as follows:

1. The Contractor for itself and anyone else acting or claiming through or under it, intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanic's lien, claim or notice of intention to file any lien or claim, and does hereby covenant, promise and agree that no mechanic's lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the improvements or the estate or the title of the Owners in the property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor, or any subcontractor, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the improvements or the Property or any part thereof, or on credit thereof, and that all subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all subcontractors, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner for any work done or labor or materials furnished under the Contract for and about the erection, construction and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. The Contractor does hereby remise, release and waive for itself, subcontractor and materialmen the right under the Act of Assembly entitle the Mechanic's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against that certain piece or parcel of land situated

in Pike Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

ALL that certain piece or parcel of land known as Lot 1 in the Martin K. And Donna J. Collins Subdivision II recorded at Instrument Number 200522165 situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a 1" iron pipe found at the northwestern corner of the land herein described; thence by land of Thomas P. and Helen F. Painter (N 38° 20' 23"E) 356.76 feet to a 1" iron pipe; thence by Lot 2 in the Martin K. and Donna J. Collins Subdivision II (S 58° 35' 06" E) 243.14 feet to a 5/8" rebar; thence still by Lot 2 in the Martin K. and Donna J. Collins Subdivision II (S 54° 57' 49" E) 215.16 feet to a 5/8" rebar; thence by the Residual Lot in the Martin K. and Donna J. Collins Subdivision II (S 46° 50' 58" W) 382.79 feet to a 5/8" rebar; thence by land of the United States Government (N 54° 30' 40" W) 400.02 feet to a 1" iron pipe and place of beginning. CONTAINING 3.63 acres.

TOGETHER with the right to use a twenty (20) foot right-of-way 566.84 feet long, which runs along the western line of Lot 2 in the Martin K. And Donna J. Collins Subdivision II. This twenty (20) foot right-of-way will be utilized by Lot 1 to provide ingress, egress and regress for Lot 1 to access T-473, Schofield Street Extension. This twenty (20) foot right-of-way can be found on the Plot Plan of the Martin K. And Donna J. Collins Subdivision II prepared by Yost Surveying August 30, 2005.

BEING the same premises as were conveyed unto Max A. Ciamacco and Cammy J. Ciamacco, husband and wife, by deed of Martin K. Collins and Donna J. Collins, husband and wife, dated January 25, 2006, and entered for record in the Recorder's Office of Clearfield County to Instrument Number _____.

3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.

4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

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

WITNESSES:

Stephen Johnson

Jennifer A. Michael

VALLEY HOMES

BY: Deby Manley

Max A. Ciamacco
MAX A. CIAMACCO, Owner

Cammy J. Ciamacco
CAMMY J. CIAMACCO, Owner