

2006-714-CD
Lee & Teresa Dixon vs FLH Inc.

2006-714-CD
Lee Dixon et al vs FLH Inc

Stipulations Against Liens

06-714-CD

Lee E. and Teresa M. Dixon

Owner

FLH Inc.

Contractor

In the Court of Common Pleas, County of

Clearfield

Pennsylvania

Number _____ Term,

WHEREAS, Lee E. Dixon and Teresa M. Dixon
of 626 Anderson Street, Curwensville
is about to execute contemporaneously herewith, a contract with FLH Inc.

of State College, Pennsylvania,
for the erection of a ~~story~~ single family dwelling, building upon a lot of land situate

See Exhibit "A" for legal description

FILED

08-39241 ICC
MAY 08 2006 Atty Mark Falvo
Atty pd. 30.00
William A. Shaw
Prothonotary/Clerk of Courts

NOW, May 5, 2006

at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said Lee E. Dixon and Teresa M. Dixon to the said FLH Inc.

to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with Lee E. Dixon and Teresa M. Dixon and the further consideration of One Dollar. to FLH Inc. paid

by Lee E. Dixon and Teresa M. Dixon, 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, or materials purchased, or extra labor or 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

Adam Z. Lank

Robert M. Wenzel Seal
VP FLH Inc General Partner FLH LP Seal

Lee E. Dixon Seal

Teresa M. Dixon Seal

**Stipulation
Against Lien**

Owner

Lee E. Dixon and Teresa M. Dixon

versus

Contractor
FLH Inc.

No. _____ Term,

Filed _____

Legal Description - Exhibit 'A'

ALL those three pieces or tracts of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows, to-wit:

THE FIRST THEREOF: BEGINNING at a white oak; at the Southeast corner of ~~Farm~~ of Philip Long Estate, now S.M. Rowles Estate; thence along the line of S.M. Rowles Estate North eighty-eight and one half (88 1/2) degrees West thirty-two and four tenths (32.4) perches to a stone; thence by lands now or formerly of A.P. Bloom Estate North eighty (80) degrees East seventy-four (74) perches to a chestnut tree; thence by the same South eighty-nine (89) degrees East eleven and eight tenths (11.8) perches to cucumber stump; thence by lands of Edward Swatsworth, formerly, now S.M. Rowles Estate South nineteen and one-fourth (19 1/4) degrees East thirty-six (36) perches to a hemlock; thence by lands of Benjamin P. Bloom Estate South one (1) degree West forty (40) perches to the beginning, coal and other minerals. With the right to enter upon said above described premises and remove said coal and all usual mining privileges without liability for damages, reserved;

THE SECOND THEREOF: BEGINNING at a stone corner; thence West forty-nine (49) rods to a locust post; thence North along land of A.P. Bloom twenty-two and two-thirds (22 2/3) rods to a locust post corner; thence East along lands of Samuel M. Rowles Estate fifty (50) rods to a locust post corner; thence along lands now or formerly of Arnold Bloom South twenty-two and two-thirds (22 2/3) rods to the place of beginning, containing about seven acres (7) and two (2) rods. Neat Reserving the coal and all the usual coal rights and privileges for removing the same.

THE THIRD THEREOF: BEGINNING at a chestnut corner at land of B.P. Bloom Estate on the East; thence along same thirteen and one-half (13 1/2) perches to a poplar corner on land of B.P. Bloom and A.P. Bloom Estates; thence North by lands of B.P. Bloom and Samuel Rowles Estates seventeen and one-half (17 1/2) perches to a pine corner on line of B.P. Bloom and Samuel Rowles Estate; thence west five and one-half (5 1/2) perches to a stone corner on other lands of A.P. Bloom Estate; thence South thirteen and one-half (13 1/2) perches to a chestnut corner and place of beginning. Containing one (1) acres, more or less.

A single piece or tract of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a Hemlock Corner of lands of Samuel Rowles and Benjamin P. Bloom; thence South two (2) degrees thirty (30) minutes East forty and four tenths (40 4/10) perches to a white oak and line of Samuel Rowles; thence South thirteen (13) degrees thirty (30) minutes East twelve and five tenths (12 5/10) perches to stone in center of township road; thence by center of said Township Road North seventy-five (75) degrees East thirty-nine (39) perches to stone; thence by line of land of Milton Read North one (1) degree thirty (30) minutes East forty and five tenths (40 5/10) perches to a chestnut and oak; thence by land of Samuel Rowles North eighty-seven (87) degrees fifteen (15) minutes West thirty-nine and eight tenths (39 8/10) perches to Hemlock and place of

beginning. Containing eleven (11) acres and one hundred and nine and five tenths (109 5/10) perches. Excepting and reserving the coal in and under and upon the source of the vein known as the Swatsworth vein. And the rights and privileges conveyed by Hannah Bloom in her lifetime to Rembrandt Peal. Whereas at an Orphans Court held at Clearfield in and for the County of Clearfield the fourteenth day of June Nineteen Hundred and Four and further proceeding in and by said Court will be found in Recorder's Office in for said County in Deed Book Number 142, Page 336, including Deed from Samuel Rowles Adm. To Benjamin P. Bloom.

The foregoing single piece or tract of land being modified by a conveyance to Ardell G. Bressler by Deed dated the 5th day of August, 1977 and recorded in the Clearfield County Recorder of Deeds Office in Deed Book 743, Page 206, said conveyance being comprised of a piece or tract of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pipe at the Southeast corner of the parcel herein being conveyed on the northern right of way line of L.R. 17037; thence along said L.R. 17037 South 72 degrees 34 minutes West one hundred forty and two tenths (140.2) feet to iron pipe; thence along remaining lands of Grantors North 6 degrees 18 minutes West three hundred twenty-three and two tenths (323.2) feet to an iron pipe; thence continuing along line of Grantors North 79 degrees 25 minutes East one hundred sixty-five and six tenths (165.6) feet to an iron pipe; thence along line of Leroy F. Rowles South 1 degree 11 minutes East three hundred nine and seven tenths (309.7) feet to an iron pipe on northern line of right of way of L.R. 17037 and place of beginning. Containing 1.04 A.

Excepting and Reserving the coal in, under and upon the source of the vein known as the Swatsworth vein; and the rights and privileges conveyed by Hannah Bloom in her lifetime to Rembrandt Peal.

Excepting and Reserving for the use of Leroy F. Rowles, Bessie J. Rowles, jointly with the Grantee herein, his heirs and assigns, the right and privilege of using the driveway along the eastern line of the above described premises solely for the agricultural use in connection with the remaining properties of Leroy F. Rowles and Bessie J. Rowles.