

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

ALLEN D. ROWLES, JR. and

LORIE D. ROWLES

Plaintiff (s)

vs

KEPHART PLUMBING & HEATING

Defendant (s)

No. 06-1089CD

Filed on behalf of: Plaintiffs

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 _____ day of _____, 2006,
BETWEEN ALLEN D. ROWLES, JR. and **LORIE D. ROWLES**, husband and wife, of 3774
Allport Cutoff, Morrisdale, Pennsylvania, 16858, herein referred to as Owners,

- A N D -

KEPHART PLUMBING & HEATING, of PO Box 92, Lanse, Pennsylvania, 16649, 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 Graham Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

ALL that certain piece or parcel of land situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a steel pin corner on the north right of way line of State Highway Route 153, leading from Allport to Bigler, said right of way line being 25.0 feet from the centerline thereof. Said steel pin is also on the line between the lands of Harry Chilcote and lands of grantor herein, Homer A. Smith; thence along said right of way line, North 82° 47' West, Four Hundred Twenty One (421) feet to a steel pin corner on the east edge of a 40.0 foot right of way reserved by said grantor; said steel pin is also located South 82° 47' East, 42.2 feet from an iron pin corner of a lot formerly conveyed by Mrs. Ruth Hummel; thence along the east side of said 40 foot right of way, North 26° 00' East Two Hundred Forty One (241) feet to an iron pin corner on line of lands of grantor; thence along said grantor South 82° 47' East, Five Hundred Forty Three (543) feet to an iron pin corner on the line of lands of said Harry Chilcote; thence along said Chilcote lands South 41° 40' West Two Hundred Seventy Four and One-tenth (274.1) feet to a steel pin corner and place of beginning.

Containing 2.41 acres.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 116-P09-000-00093.

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:

Jan Michael

By Jason E. Kephart Jan 5 1998

KEPHART PLUMBING & HEATING, Contractor

Allen D. Rowles, Jr.
ALLEN D. ROWLES, JR., Owner

Lorie D. Rowles
LORIE D. ROWLES, Owner