

06-1757-CD  
Theodore Gallaher vs Bob Dearmitt Inc

Theodore Gallaher et al vs Bob Dearmitt  
2006-1757-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

THEODORE F. GALLAHER, SR. and :  
JO ANN M. GALLAHER, husband and wife:

Plaintiff (s) : No. 06-1757CD  
vs :  
BOB DEARMITT, INC. :  
: Filed on behalf of: Plaintiffs  
Defendant (s) :  
: Type of Pleading: Stipulation Against Liens  
: Filed by:  
: Unlimited Real Estate Services, Inc.  
: 331 East Market Street  
: Clearfield, PA 16830  
: (814) 765-6791  
:  
:

FILED *02/3/07* No CC  
*OCT 26 2006* *Unlimited Real*  
William A. Shaw *Estate pd. 20.00*  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. \_\_\_\_\_

**STIPULATION AGAINST LIENS**

THIS AGREEMENT, made this 26<sup>th</sup> day of October, 2006,  
**BETWEEN THEODORE F. GALLAHER, SR. and JO ANN M. GALLAHER**, husband  
and wife, of 178 Black Bear Drive, PO Box 42413, Flinton, Pennsylvania, 16640, herein referred to  
as Owners,

- A N D -

**BOB DEARMITT, INC.**, of 612 Yale Lane, Altoona, Pennsylvania, 16602, 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 Jordan Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**ALL** the undivided right, title and interest, to all that certain piece or parcel of land situate in Jordan Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BOUNDED** on the East by land now or formerly of A.B. Jordan heirs; on the West by the public road leading from Berwindale to Westover; on the North by land now or formerly of Hezekiah Patterson; on the South by land now or formerly of Steven Beals.

Containing approximately 5 3/4 acres.

Being identified in the Clearfield County Mapping and Assessment Office as Map No.120-G15-000-00051.

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:

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By BOB DEARMITT

Bob DeArmitt  
BOB DEARMITT, INC., Contractor

Theodore F. Gallaher Jr.  
THEODORE F. GALLAHER, SR., Owner

Jo Ann M. Gallaher  
JO ANN M. GALLAHER, Owner