

07-849-CD

Shawna Baney et al vs Fine Line Homes

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STIPULATION AGAINST LIENS

SHAWNNA RAE BANEY and  
ETHAN J. SHAW

Homeowner  
vs.

In the Court of Common Pleas, County of  
Clearfield, Pennsylvania  
Number

Term, 2007

07-849-CD

No CC

FINE LINE HOMES  
Contractor

WHEREAS, **SHAWNNA RAE BANEY** and **ETHAN J. SHAW**, both adult individuals, currently of 363 Arc Road, West Decatur, Boggs Township, Clearfield County, Pennsylvania, 16878, about to execute contemporaneously herewith, a contract, with **FINE LINE HOMES**, General Contractor of 1426 Benner Pike, State College, Pennsylvania, 16801, for the construction of a residential home upon premises situate in the Township of Boggs, Clearfield County, Pennsylvania, being known as 413 Arc Road, West Decatur, Pennsylvania, 16878, bounded and described as follows:

**ALL** that certain parcel of land known as Lot 1 of the Durrel A. and Mona L. Baney Subdivision, dated February 1, 2007, lying off the Northern intersection of Arc Road, also known as Township Road T-683, with Pennsylvania State Route 322, located in Boggs Township, Clearfield County, Pennsylvania, and being more particularly described as follows:

**BEGINNING** at a point on the centerline of Arc Road, said point being opposite the Southeast corner of Jacqueline A. Phillips and Ronald L. Phillips, Sr., as was conveyed to them by deed book 1602, Page 11, said rebar being also the Northeast corner of the land herein described and running; thence South 20 degrees 16 minutes 40 seconds West a distance of 200.42 feet, along the centerline of Arc Road to a point; thence 67.17 feet along an arc of a circle, curving to the right with a 2184.74 foot radius, the long chord of which bears South 21 degrees 07 minutes 00 seconds West a distance of 67.17 feet, along the same to a point; thence North 64 degrees 41 minutes 24 seconds West a distance of 213.21 feet, through lands of Durrel A. Baney and Mona L. Baney to a 3/4 inch rebar set, said line passing through a 3/4 inch rebar set at 28.32 feet; thence North 26 degrees 23 minutes 28 seconds East a distance of 227.55 feet, through lands of the same to a 3/4 inch rebar set on the Southern line of Jacqueline A. Phillips and Ronald L. Phillips, Sr.; thence South 76 degrees 32 minutes 39 seconds East a distance of 190.49 feet, along Jacqueline A. Phillips and Ronald L. Phillips, Sr., to a point in the centerline of Arc Road, and place of beginning, said line passing through a 3/4 inch rebar set back 20.00 feet from said centerline of Arc Road.

**CONTAINING** 1.140 acres total minus 0.182 acre for the right of way of Pennsylvania State Route 322, leaving 0.958 acre net.

**BEING** known as Lot 1 on a map prepared by Curry and Associates entitled "Durrel A. Baney and Mona L. Baney Subdivision", dated February 1, 2007, and recorded on February 16, 2007, in the Office of the Recorder of Deeds of Clearfield County to Instrument Number 200702686.

**BEING** the same premises as vested in Shawnna Rae Baney, an adult individual, and Ethan J. Shaw, an adult individual, by deed of Shawnna Rae Baney, an adult individual, dated the 31<sup>st</sup> day of May, 2007, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number                   , not yet recorded, but intended so to be.

**FURTHER BEING** part of Tax Map Parcel No. 105-011-000-00063.

**EXCEPTING AND RESERVING** unto the Grantor, her heirs, successors, personal representatives, and assigns, the right and privilege to draw water from the spring on the above described land for residential purposes to service home(s) on the residue of the tract of land, **TOGETHER WITH**, the right to enter upon the above described lands for the propose of installing, laying, inspecting, repairing and replacing, if necessary, underground water lines, pumps, pressure reducers and other facilities appurtenant thereto.

Grantees covenant that neither they nor their heirs, successors, personal representatives, and assigns will build or construct any building, structure, wall or other structure over top of the water line(s) or within an area 5' on each side of the said lines. Should Grantor, her heirs, successors, personal representatives and assigns, enter upon the lands of Grantees for these purposes, she shall restore the land to the same grade

and reseed the land for grass.

NOW, this 31<sup>st</sup> day of May, 2007, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said **SHAWNNA RAE BANEY** and **ETHAN J. SHAW**, both adult individuals, to the said **FINE LINE HOMES** to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with **SHAWNNA RAE BANEY** and **ETHAN J. SHAW**, both adult individuals, and the further consideration of One Dollar, to **FINE LINE HOMES** paid by **SHAWNNA RAE BANEY** and **ETHAN J. SHAW**, both adult individuals, 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, 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:

Shawnna Rae Baney  
Ethan J. Shaw

Shawnna Rae Baney  
Shawnna Rae Baney Homeowner  
Ethan J. Shaw  
Ethan J. Shaw Homeowner

W. Meyers

**FINE LINE HOMES**  
Amber L. Cambre FLH  
Contractor

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Wynn Meyers, Notary Public  
College Twp., Centre County  
My Commission Expires Sept. 5, 2009  
Member, Pennsylvania Association of Notaries