

07-985-CD
W Shugarts al vs Black Home Sales

William Shugarts et al vs Black Home Sales
2007-985-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

WILLIAM SHUGARTS, JR. and
AMY SHUGARTS

And

BLACK HOME SALES, INC.

NO. 07-985-CD

Filed on Behalf of: SHUGARTS

Type of Pleading:

STIPULATION AGAINST LIENS

Filed by:

Still Water Settlement Company
556 Main Street, Suite 200
PO Box 542
Harmony, PA 16037
724-453-3292

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JUN 22 2007 Still Water
Settlement Co.
William A. Shaw
Prothonotary/Clerk of Courts

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into this 16th DAY OF JUNE, 2007
by and between GREG MILLER of Blacks Home SALES, Inc.,
____ ("Contractor"), and William Shugarts Jr. and Amy Shugarts ("Owner").

WITNESSETH: That by a certain contract of even date herewith, the Contractor, in consideration of the covenants to be performed and payments to be made by or on account of the Owner, did covenant and agree to furnish all labor and materials and perform all work necessary to complete in the most substantial manner and to the satisfaction and acceptance of the Owner,

NOW THEREFORE, the Contractor, in consideration of the sum of One (\$1.00) Dollar and of the covenants and provision in said contract contained, does hereby covenant, stipulate and agree, and it is also covenanted, stipulated and agreed in the above-recited contract, as follows:

CONTRACTOR shall erect a single family residential dwelling on property situate in the TOWNSHIP OF Graham Twp., COUNTY OF, STATE/COMMONWEALTH OF Pennsylvania, and being known as:

424 Pinchy Rd.

Morrisdale, Pennsylvania 16858

(See attached legal description at Exhibit A which includes the type of home to be erected)

FURTHER, it is hereby stipulated and agreed by and between said parties as part of the said contract and for the consideration therein set forth, that neither the undersigned contractor, any subcontractor or material man, nor any other person furnishing labor or material to the said contractor under this contract shall file a lien, commonly called a mechanics' lien, for work done or materials furnished to the said building or any part thereof, including, but not limited to, the land to which it is affixed.

INDEED, it is hereby stipulated and agreed by and between said parties as part of the said contract and for the consideration therein set forth, that there shall be no lien or right to file a lien against the structures or improvements contracted for in the above-recited contract, or any part or parts thereof, or the site thereof, for work or labor done or materials furnished in the performance of the work embraced in said recited contract, or any part of parts thereof, or extra work thereunder or changes made therein; and that no such lien or claim shall be filed, or in any way attempted to be enforced by, or on behalf of, the contractor, or by or on behalf of, any sub-contractors, material men or other persons concerned in or about the performance of the work embraced in said contract; nor shall there be any claim for work or materials against the Owner, his/her heirs, executors, administrators or assigns, other than the legal claim of the Contractor as provided in said contract.

It is the full intent of the Contractor, for him/her/itself and for any sub-contractors or material men claiming for themselves, or by, through or under the contract, that the right to file a mechanics lien, under the provisions of Acts of Assembly in such cases made and provided, for work done or materials furnished in and about the erection, construction or repairs of the building and improvements above-described, is hereby waived.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first written above.

Witnesses:

Blacks Home SALES, Inc.

Greg Miller (Seal)

BY: Greg Miller
ITS: General Manager.

Amy Shugarts (Seal)
Amy Shugarts - Owner

William Shugarts (Seal)
William Shugarts. - Owner

EXHIBIT A

Legal Description

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

BEGINNING at a point located on the Right-of-way line of Township Road No. 735 and .25 of one (1) mile in a Northeastern direction from the intersection of Legislative Route 17062, Township Road No. 738, and Township Road No. 735, thence along the right-of-way line of Township Road No. 735 in a Northeasterly direction 792' to an iron pin, thence along the line of land of the grantees the following courses and distanced South 37° 18' East 400.0', North 65° 27' East 301.0' North 37° 18' West 400.0' to an iron pin on the right-of-way line of Township Road No. 735, North 55° 30' East 825' to a point on the old tract line, thence along an old tract line in a Southerly direction 1040' more or less to a point, thence along an old tract line in a Westerly direction 1593' more or less to a point and place of beginning.

TAX PARCEL NO.: 116-Q07-000-00125