

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

DAVID A. DUFOUR,

Plaintiff

vs

F.M. SMEAL ENTERPRISES,

Defendant

No. 07-1402-CD

Filed on behalf of: **Plaintiff**

Type of Pleading:

Stipulation Against Liens

Filed by:

Unlimited Real Estate Services, Inc.

331 East Market Street

Clearfield, PA 16830

(814) 765-6791

FILED No CC
09:20 AM
AUG 30 2007
Unlimited
pd-20.00
JSN

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 20th day of August, 2007,
BETWEEN DAVID A. DUFOUR, of 44 Fleming Road, Curwensville, Pennsylvania, 16833,
herein referred to as Owner,

- A N D -

F.M. SMEAL ENTERPRISES, of 324 Bailey Road, Curwensville, Pennsylvania, 16833, 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 Owner 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 Pike Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

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

BEGINNING at an iron pin corner of land now or formerly of Gerald DeLisle, being the Northeast corner of the said DeLisle plot and on the right-of-way of Township Road; thence by the right-of-way of said Township Road, South seventy-eight (78) degrees twenty-five (25) minutes East for a

distance of two hundred sixty-five and eight-tenths (265.8) feet to an iron pin on the West line of a road to be left for an access road; thence by the West line of the said access road, South twenty-four (24) degrees thirty (30) minutes East for a distance of one hundred sixty-two and nine-tenths (162.9) feet to an iron pin; thence leaving the proposed access road and through lands now or formerly of Terry L. Caldwell for a new line, South eighty-one (81) degrees thirty-five (35) minutes West for a distance of two hundred sixty and nine-tenths (260.9) feet to an iron pin corner, common to this land being described, Terry Caldwell, Shannon McKee and Gerald DeLisle; thence by the land of the said Gerald DeLisle, North sixteen (16) degrees four (04) minutes West for a distance of two hundred and fifty (250.0) feet to an iron pin and place of beginning. Containing 1.14 acres.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 126-G11-000-00020.

BEING the same premises as were conveyed unto David A. Dufour, by deed of Donald L. McCartney and Sue A. McCartney, his wife, dated August 24, 1987, and entered for record in the Recorder's Office of Clearfield County to Deed & Record Book Volume 1178, Page 220.

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:

John Smeal

By F.M. Smeal Enterprises

F. Mike Smeal F.M. Smeal Enterprises
F. MIKE SMEAL, Contractor

David A. Dufour
DAVID A. DUFOUR, Owner
Barbara A. Dufour