

07-1414-CD

Sharon Rowles vs Valley Homes

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

SHARON L. ROWLES,

Plaintiff : No. 07-1414-CD

vs

VALLEY HOMES,

Defendant : 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  
013047301 Unlimited Real  
AUG 31 2007 Estate Services  
Wm A. Shaw pd-0000  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

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

**STIPULATION AGAINST LIENS**

THIS AGREEMENT, made this \_\_\_\_\_ day of August, 2007,  
**BETWEEN SHARON L. ROWLES**, an adult individual, of 1158 Sycamore Lane,  
Clearfield, Pennsylvania, 16830, herein referred to as Owner,

- A N D -

**VALLEY HOMES**, of 1126 South Eagle Valley Road, Bellefonte, Pennsylvania, 16823,  
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 Bradford Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**ALL** that certain parcel of land situate in Bradford Township, Clearfield County, Pennsylvania, bounded and described in accordance with a survey thereof by Samuel B. Yost, P.L.S. #024463-E dated June 2, 1994, as follows:

**BEGINNING** at an iron pipe, said iron pipe being the southeastern corner of the property herein described; thence by the land of Patrick A. Bergum, and also by land of Elroy and Laura Krueger North 84 degrees 43 minutes 00 seconds West 400.00 feet to an iron pipe corner; thence by land of Clara Komonczi, North 03 degrees 07 minutes 16 seconds East 325.92 feet to an iron pipe corner; thence by land of Frank and Shirley Walk and also by land of Brian and Kathryn Wisor South 84 degrees 43 minutes 00 seconds East 374.29 feet to an iron pipe corner; thence by land of Clara Komonczi, South 08 degrees 16 minutes 10 seconds West 100.00 feet to an iron pipe corner; thence still by land of Clara Komonczi, South 84 degrees 43 minutes 00 seconds East 65.00 feet; thence still by Clara Komonczi, South 10 degrees 47 minutes 32 seconds West 226.87 feet to an iron pipe corner and place of beginning.

Containing 3.00 acres.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 106-M09-000-00068.

**BEING** the same premises as were conveyed unto Sharon L. Rowles, an adult individual, by deed of Daniel L. Ogden and Lisa A. Ogden, husband and wife, dated August 17<sup>th</sup>, 2007, and entered for record in the Recorder's Office of Clearfield County to Instrument Number 2007.

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.

**FILED**

**AUG 31 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

*William A. Shaw*