

07-1545-CD

Joshua Shaffer vs Henry Shaffer al

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

FILED

SEP 20 2007  
0/1401w  
William A. Shaw  
Prothonotary/Clerk of Courts  
No C/C

JOSHUA L. SHAFFER :  
ERIN M. SHAFFER :  
Owners :  
VS. : 07 - 1545 - CD  
HENRY J. SHAFFER, t/d/b/a :  
CREATIVE CONSTRUCTION :  
Contractor :  
:

**STIPULATION AGAINST LIENS**

WHEREAS, JOSHUA L. SHAFFER and ERIN M. SHAFFER, of DuBois, Pennsylvania have executed or are about to execute contemporaneously herewith, a contract with HENRY J. SHAFFER, t/d/b/a CREATIVE CONSTRUCTION, of DuBois, Pennsylvania for the erection of a two story wood framed residential dwelling upon a lot of land situate, lying and being in Treasure Lake, Sandy Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows, to wit:

ALL that certain tract of land designated as Lot No. 75, Section 13, "Montego" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 25.

**EXCEPTING AND RESERVING** therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.

2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

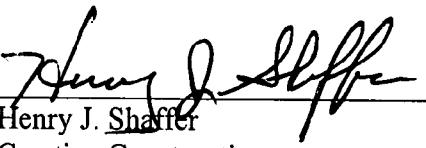
**BEING** the same premises conveyed to Joshua L. Shaffer and Erin M. Shaffer, husband and wife, by deed of Alma F. Deel O'Brien dated May 14, 2007 and recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania on May 15, 2007 as Instrument Number 200707976.

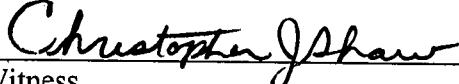
**NOW, THEREFORE**, this 24<sup>th</sup> day of August, 2007, at the time of and immediately before the final execution of the principal contract, and before any authority has been given by said **JOSHUA L. SHAFFER and ERIN M. SHAFFER** to said **HENRY J. SHAFFER, t/d/b/a CREATIVE CONSTRUCTION** to commence work on the erection of said building, (Note: the previous dwelling on this parcel was destroyed by fire, so the foundation still exists after the demolition of the previous structure) or purchase materials for the erection of the same, in consideration of the making of the said contract with **HENRY J. SHAFFER t/d/b/a CREATIVE CONSTRUCTION** and the further consideration of One (\$1.00) Dollar, receipt of which is hereby acknowledged by **HENRY J. SHAFFER t/d/b/a CREATIVE CONSTRUCTION** by its proprietor, Henry J. Shaffer to have been paid by **JOSHUA L. SHAFFER and ERIN M. SHAFFER**, 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, or materials purchase, or extra labor or materials purchased for the erection of said building, the right to file such liens being specifically and expressly waived.

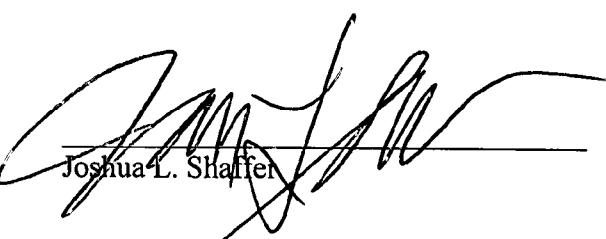
This agreement is executed by the Owners and the Contractor or minimally by the Contractor, with the intention that it be filed with the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, within ten days from the date hereof, in accordance with the authority granted by the Act of August 24, 1963, P.L. 1175, No. 497, art. IV, Section 401, 49 Pa.C.S.A. Section 1401, *et seq.*

The undersigned, being the sole proprietor of said **HENRY J. SHAFFER t/d/b/a CREATIVE CONSTRUCTION** has the authority to execute contracts, including Stipulations Against Liens and Waivers of the Right to File Statutory Mechanic's Liens, and by execution hereof, intend to and do legally bind said proprietorship, its employees, agents, sub-contractors, workers and assigns.

**IN WITNESS WHEREOF**, the parties hereto, or minimally the Contractor herein specified, intending to be legally bound hereby, have hereunto set their hands and seals the day and year aforesaid.

  
Henry J. Shaffer  
Creative Construction

  
Christopher J. Shaw  
Witness

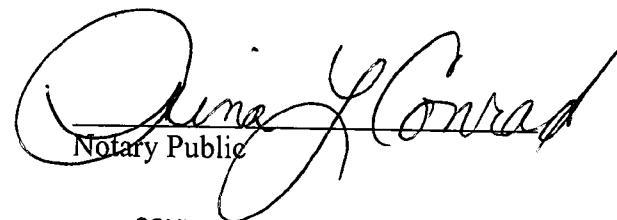
  
Joshua L. Shaffer

  
Erin M. Shaffer

**ACKNOWLEDGMENT**

AND NOW, this 24<sup>th</sup> day of August, 2007, before me the undersigned authority personally appeared **Henry J. Shaffer**, an individuals known to me or satisfactorily proven to me to be the person identified herein, and acknowledged that he executed the foregoing Stipulation Against Liens intending to be legally bound thereby.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 24<sup>th</sup> day of August, 2007.



Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Tina L. Conrad, Notary Public  
City Of Du Bois, Clearfield County  
My Commission Expires May 24, 2010  
Member, Pennsylvania Association of Notaries