

08-1587-CD
Shane Michaels vs Haven Homes Inc

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

SHANE P. MICHAELS and :
HOLLY B. MICHAELS :
Plaintiffs : No. 08-1587-CD
vs :
HAVEN HOMES, INC. :
Defendant : Filed on behalf of: **Plaintiffs**
: Type of Pleading:
: **Stipulations Against Liens**
: Filed by:
: Unlimited Real Estate Services, Inc.
: 331 East Market Street
: Clearfield, PA 16830
: (814) 765-6791
:

FILED
03:33 PM
AUG 25 2008
IS
William A. Shaw
Prothonotary/Clerk of Courts
Unlimited Real Estate
pd. \$20.00
No CC

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. _____

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 14th day of August, 2008,

BETWEEN **SHANE P. MICHAELS** and **HOLLY B. MICHAELS**, husband and wife, of 4157
Allport Cutoff, Morrisdale, Pennsylvania, 16858, herein referred to as Owners,

- A N D -

HAVEN HOMES, INC., of Rte. 150, Box 178, Beech Creek, Pennsylvania, 16822, 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 Owners 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 Owners 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 Cooper Township,
County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

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

BEGINNING at an iron pin on a fifty (50) foot wide access right-of-way; thence North fifteen (15°) degrees
fifty-seven (57') minutes thirty-five (35") seconds West, a distance of eight hundred eighteen and ninety-
eight one-hundredths (818.98) feet to an iron pin forming the Northwest corner of the property herein

conveyed; thence along property now or formerly owned by Carlene E. Pearce, South eighty-eight (88) degrees twenty-one (21') minutes thirty-five (35") seconds East, a distance of five hundred three (503) feet to an iron pin forming the Northeast corner of the property herein conveyed; thence South thirty-two (32°) degrees thirty (30') minutes East along Lot Number 1, a distance of one thousand one hundred eight and twenty-eight one-hundreds (1108.28) feet to an iron pin on the South side of the fifty (50') foot wide right-of-way; thence along the right-of-way North eighty-four (84°) degrees twenty-seven (27') minutes fifteen (15") seconds West, a distance of two hundred sixty-six and thirty-five one-hundreds (266.35) feet to an iron pin along the northern side of the fifty (50') foot right-of-way; thence North seventy-seven (77°) degrees twenty-three (23') minutes forty (40") seconds West, a distance of six hundred twenty-three (623) feet to an iron pin and the place of beginning.

CONTAINING 13.0034 acres and being Lot Number 2 on the property survey map showing a subdivision of land owned by Monabelle Youstic, having been prepared by Nicholas Shirokey dated 06/25/1999.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 110-S08-000-00245.

BEING the same premises as were conveyed unto Shane P. Michaels and Holly B. Michaels, husband and wife, by deed of Paul K. Youstic and Carmen L. Youstic, husband and wife, dated June 14, 2007, and entered for record in the Recorder's Office of Clearfield County to Instrument Number 200710391.

EXCEPTING AND RESERVING all coal, other minerals and gas, as excepted and reserved in prior deeds within in the chain of title.

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:

Virginia E. Marance

By: Melanie M. Lundquist
Melanie M. Lundquist EVP+CFD
HAVEN HOMES, INC., Contractor

Shane P. Michaels
SHANE P. MICHAELS, Owner

Holly B. Michaels
HOLLY B. MICHAELS, Owner