

02-913-CD

KENNETH JOHN GREEN etal -vs- RODNEY GUENOT etal

02-913-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

KENNETH JOHN GREEN, A/K/A  
KENNETH J. GREEN, JR. AND  
CHERYL GREEN, A/K/A CHERYL R.  
GREEN,

OWNERS

VS.

RODNEY GUENOT, D/B/A  
RODNEY GUENOT CONTRACTING,  
CONTRACTOR

No.

RODNEY GUENOT, D/B/A  
RODNEY GUENOT CONTRACTING,  
CONTRACTOR

VS.

KENNETH JOHN GREEN, A/K/A  
KENNETH J. GREEN, JR. AND  
CHERYL GREEN, A/K/A CHERYL R.  
GREEN,

OWNERS

**FILED**

JUN 06 2002

William A. Shaw  
Prothonotary

STIPULATION AGAINST LIENS

WHEREAS, KENNETH JOHN GREEN, a/k/a KENNETH J. GREEN, JR. and CHERYL GREEN, a/k/a CHERYL R. GREEN, of R.R. #1, Box 290, West Decatur, Clearfield County, Pennsylvania 16878, of the one part, herein called "**Owners**", and RODNEY GUENOT, D/B/A RODNEY GUENOT CONTRACTING, of R.R. #1, Box 319, West Decatur, Clearfield County, Pennsylvania 16878 of the other part, herein called "**Contractor**", did execute a contract for the construction of a dwelling house erected on Owners' lots situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a post corner on line now or formerly of D. A. Elstin; thence by same South thirty degrees forty-five minutes West a distance of two hundred and two (202) feet to a post; thence along the line of land now or formerly of George Hass North eighty-three degrees forty-five minutes West a distance of six hundred and forty-seven (647) feet to a post corner on land now or formerly of Catharine Holt; thence by same Catharine Holt line North thirty degrees forty-five East a distance of two hundred and two (202) feet to a post; thence by same Catharine Holt eighty-three degrees forty-five east six hundred and forty-seven (647) feet to a post and place of beginning and containing three (3) acres net.

THE SECOND THEREOF: BEGINNING at a post by lands now or formerly of Alice Rothrock; thence by same North thirty degrees forty-five minutes East one hundred twenty-eight and seven tenths (128.7) feet to a post; thence by lands now or formerly of Charles Berquist North eighty-four degrees fifteen minutes West one thousand six hundred and sixty-three (1,663) feet to a post; thence by a ditch South twenty-seven degrees east two hundred and fifty-two (252) feet to a post; thence by the same South thirty-one degrees thirty minutes East four hundred and eighty-seven (487) feet to a post; thence by the same South fifty-four degrees fifteen minutes East one hundred ninety (190) feet to a post; thence by the same South fifteen degrees East one hundred and eighty-two (182) feet to a post; thence by lands now or formerly of John Levi and Harry Creamer, North thirty degrees forty-five minutes East seven hundred and forty-one (741) feet to a post; thence by same South eighty-three degrees forty-five minutes East six hundred and forty-seven (647) feet to a post and the place of beginning. Containing eleven and nine tenths acres.

NOW, this 6th day of June, 2002, before any authority has been given by the said Owners to Contractor to commence work or furnish materials for the same, and before any work has been done or materials furnished, and in consideration of the making of the contract and the further consideration of the sum of One Dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed that no lien shall be filed against the buildings or improvements to be erected upon the above described premises, nor against the estate or title of the Owners in the property above described by any contractor, including the contractor executing this agreement, nor by any subcontractor, nor by any of the materialmen, or workmen or any other person, firm, or corporation for any labor or materials purchased or furnished or extra labor or materials purchased or furnished for the construction of the dwelling house; the right to file such lien being hereby expressly waived.

WITNESS the due execution of this agreement the day and year first above written.

**OWNERS:**

*Kenneth John Green Jr.* (SEAL)  
KENNETH JOHN GREEN, a/k/a  
KENNETH J. GREEN, JR.

*Cheryl Green* (SEAL)  
CHERYL GREEN, a/k/a CHERYL R.  
GREEN

**CONTRACTOR:**

*Rodney Guenot* (SEAL)  
RODNEY GUENOT, D/B/A  
RODNEY GUENOT CONTRACTING

FILED

JUN 06 2002

PD 011.211 City Manager pd 3 20.00  
or William A. Shaw  
Prothonotary

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