

03-1400-CD
DANA P. THOMPSON, etal vs. KENNETH J. MCDOWELL

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

**DANA P. THOMPSON AND LISA
J. THOMPSON,**

OWNERS

VS.

**KENNETH J. McDOWELL, D/B/A
McDOWELL ELECTRIC,**

CONTRACTOR

No. 03-1400-CD

**KENNETH J. McDOWELL, D/B/A
McDOWELL ELECTRIC,**

CONTRACTOR

VS.

**DANA P. THOMPSON AND LISA
J. THOMPSON,**

OWNERS

FILED

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1 cc to atty

SEP 19 2003

William A. Shaw
Prothonotary

STIPULATION AGAINST LIENS

WHEREAS, **DANA P. THOMPSON** and **LISA J. THOMPSON**, of 950 Birch Street, Lanse, Clearfield County, Pennsylvania 16849, of the one part, herein called "**Owners**", and **KENNETH J. McDOWELL, D/B/A McDOWELL ELECTRIC**, of 447 Reservoir Road, Morrisdale, Clearfield County, Pennsylvania 16858 of the other part, herein called "**Contractor**", did execute a contract for the installation of electrical service in connection with a dwelling house to be erected on Owners' lot situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the western right of way line of Township Road T-720 at its intersection with the southern line of property now or formerly of Oscar Rudfors therewith; thence along the lands now or formerly of Rudfors, North Eighty-Seven and One-Fourth Degrees West (N 87 ¼° W) a distance of Sixteen Hundred Twenty-Five and Five Hundredths feet (1625.05'), more or less, to the eastern bank of the Moshannon Creek; thence down along the eastern bank of the Moshannon Creek by its various courses a distance of Seven Hundred Fifteen feet (715.00'), more or less, to lands of A. M. Johnson; thence

along line of the same, South Eighty-Six and One-Fourth Degrees East (S 86 ¼° E), a distance of Fourteen Hundred Eighty feet (1480.00'), more or less, to the western right of way line of Township Road T-720; thence along said right of way line, North One-Half Degree East (N ½° E) a distance of Five Hundred Seventy-Seven and Five tenths feet (577.50'), more or less, to the place of beginning. CONTAINING 18.01 acres, more or less.

EXCEPTING AND RESERVING from this conveyance all minerals as reserved in the prior deeds in the chain of title.

NOW, this 19th day of SEPTEMBER 2003, 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 installation of electrical service in connection with 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:

Dana P. Thompson (SEAL)
DANA P. THOMPSON

Lisa J. Thompson (SEAL)
LISA J. THOMPSON

CONTRACTOR:

Kenneth J. McDowell (SEAL)
KENNETH J. McDOWELL, D/B/A
McDOWELL ELECTRIC