

2004-1850-CD
MILFORD R. WOODS ETAL. VS FOSTER-PANNEBAKER CONTRACTORS

Milford Woods et al vs Foster-PAnnebaker
2004-1850-CD

04-1850-CD

Stipulations Against Liens

FILED
d 3:49 PM
NOV 22 2004

MILFORD R. WOODS, and
TSHANA J. WOODS

Owners : In the Court of Clearfield County, PA *Owner pd.*

20-00

vs.

:

FOSTER-PANNEBAKER
CONTRACTORS

Contractor

Number _____ Term, 2004

Whereas, **MILFORD R. WOODS**, and **TSHANA J. WOODS** of 129 Iris Lane, West Decatur, PA 16878 are about to execute contemporaneously herewith, a contract with **FOSTER-PANNEBAKER CONTRACTORS** for the construction of a two story frame dwelling upon a lot of land described as:

All that certain piece or parcel of land situated in the Township of Decatur, County of Clearfield, Commonwealth of Pennsylvania bounded and described as follows:

BEGINNING at a $\frac{3}{4}$ " rebar (set) on the southern line of other lands of Milford R. Woods, a/k/a Milford J. Woods, et. ux., grantees, as described in Instrument Number 2001-08723, said rebar being North 85 degrees 39 minutes 16 seconds West a distance of 100.00 feet from the northeast corner of the Donald E. Foster, et. ux. parcel as described in Deed Book 531 page 397, said rebar being the northeast corner of the parcel herein conveyed; thence through lands of said Foster for a new subdivision line South 03 degrees 46 minutes 57 seconds West a distance of 150.01 feet to a $\frac{3}{4}$ " rebar (set); thence still through lands of said Foster for new subdivision line North 85 degrees 39 minutes 16 seconds West a distance of 108.24 feet to a $\frac{3}{4}$ " rebar (set); thence still through lands of said Foster for new subdivision line South 11 degrees 11 minutes 02 seconds West a distance of 317.07 feet to a $\frac{3}{4}$ " rebar (set); thence still through lands of said Foster for new subdivision line North 86 degrees 13 minutes 03 seconds West a distance of 155.85 feet to a $\frac{3}{4}$ " rebar (set); thence still through lands of said Foster for new subdivision line North 11 degrees 14 minutes 48 seconds East a distance of 469.75 feet to a $\frac{3}{4}$ " rebar (set), said rebar being on said southern line of other lands of Milford R. Woods, et. ux.; thence along said southern line of Woods' other lands South 85 degrees 39 minutes 16 seconds East a distance of 243.92 feet to a $\frac{3}{4}$ " rebar (set) and place of beginning.

Containing 87,127.43 sq. ft. 2.000 acres and known as Parcel 1 of the Woods Subdivision dated May 20, 2004, and shown on map prepared by Curry & Associates recorded in the Clearfield County Recorder's Office on July 19, 2004 as Instrument No. 2004-11645.

Being the same premises that vested in Milford R. Woods and Tshana J. Woods, husband and wife, dated July 16, 2004 from Donald E. Foster and Joy M. Foster, husband and wife, and Milford R. Woods and Tshana J. Woods, husband and wife, and recorded in the Clearfield County Recorder's Office as Instrument No. 2004-11656 on July 19, 2004.

TOGETHER WITH the following easement for a permanent 50 foot wide access road right of way to and from the parcel above described which right of way is conveyed by Milford J. Woods a/k/a Milford R. Woods and Tshana J. Woods to themselves, their heirs, executors and assigns by crossing other adjoining lands which they own so as to obtain access to Pennsylvania State Route SR-2007. The easement is described as:

The non-exclusive use of all that certain piece or parcel of ground, lying and being situate in Decatur Township, Clearfield County, Commonwealth of Pennsylvania and being a fifty (50) foot wide permanent right of way the boundary of which is described as twenty-five (25) feet on each side of the centerline of the proposed access road right of way when and as it is actually constructed. The approximate centerline

of the said proposed 50 foot wide access road right of way is described as follows: Beginning at a point on the southeastern right of way of Pennsylvania State Route SR-2007, said point being approximately 1,900 feet from the intersection of Pennsylvania State Route SR-2007 with Pennsylvania State Route SR-0970, said point being the northwestern most point of said access road; thence through lands of Milford R. Woods, a/k/a Milford J. Woods and Tshana J. Woods along the newly constructed driveway, its various courses and distances, to the northern line of lands to be conveyed to Milford R. Woods and Tshana J. Woods by Donald E. Foster and Joy M., Foster (known as Parcel 1 of the Woods Subdivision dated May 20, 2004 on map prepared by Curry & Associates, recorded in the Clearfield County Recorder's Office on July 19, 2004 as Instrument No. 2004-11645 said end of access road centerline being located approximately 282.00 feet from the northeast corner of lands of Donald E. and Joy M. Foster as described in Deed Book 531 page 397. Said easement being further shown as "Private Driveway" on map prepared by Curry & Associates dated May 20, 2004 and recorded in the Clearfield County Recorder's Office on July 19, 2004 as Instrument No. 2004-11645.

It is understood that the aforesaid 50 foot wide access road right of way has not yet been actually laid out nor has any road or private driveway been built but the privilege and permission to build it exists and is part of the ownership of the 2.000 acre parcel first described above as Parcel 1 of the Woods Subdivision.

No person or entity claiming by, through or under Milford R. Woods and Tshana J. Woods their heirs, executors or assigns shall construct or locate any structure within the easement or otherwise restrict, obstruct or prejudice the use of or access to the properties serviced by this right of way or the facilities within the easement. The right of way, easement, rights, and privileges herein granted shall be used for the purpose of ingress, egress and regress to the property of Milford R. Woods and Tshana J. Woods their heirs, executors and assigns as well as for placing constructing, operating, repairing, maintaining, rebuilding, relocation, and removing facilities or other above or underground utilities to the property of Milford R. Woods and Tshana J. Woods their heirs, executors and assigns. Upon the completion of any such construction, installation and subsequent repair the party conducting or performing such work shall restore any damage to the real property, private driveway and facilities as promptly as possible and as near as may be.

In addition to the above described permanent easement and for the purpose of facilitating the construction of the said private driveway, Milford J. Woods a/k/a Milford R. Woods and Tshana J. Woods grant to themselves, their heirs, executors and assigns an additional temporary easement to be used solely for construction purposes. This temporary easement is to be twenty (20) feet wide, parallel to and adjoining the outside boundaries on each side of the said 50 foot right of way as above described. Upon the completion of any such construction, the party conducting or performing such work shall restore any damage to the real property as promptly as possible and as near as may be. Said temporary easement will automatically revert back to Milford R. Woods and Tshana J. Woods, their heirs and assigns upon completion of said access road construction.

This easement traverses a portion of a tract of land, title to which vested in Milford J. Woods and Tshana J. Woods by deed recorded in Clearfield County as Instrument Number 2001-08723 and also by various other deeds as will more at large appear by reference to the records of the county Recorder's Office. Milford R. Woods is one and the same person as Milford J. Woods and his correct middle initial is "R", while the middle initial of "J" was entered into various deeds on his behalf by mistake of the scrivener and not due to any actual usage of said initial.

Now, November ___, 2004, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said **MILFORD R. WOODS** and **TSHANA J. WOODS** to the said **FOSTER-PANNEBAKER CONTRACTORS** to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with **MILFORD R. WOODS** and **TSHANA J. WOODS** and the further consideration of One Dollar, to **MILFORD R. WOODS** and **TSHANA J. WOODS** paid by **FOSTER-PANNEBAKER CONTRACTORS**, 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 purchased, or extra labor or materials purchased for the erection of said building, the right to file such liens being expressly waived.

Witness, our hands and seals the day and year aforesaid.

Signed and Sealed in
the presence of

C. L. Paller

Milford R. Woods (SEAL)
MILFORD R. WOODS

C. L. Paller

Tshana J. Woods (SEAL)
TSHANA J. WOODS

FOSTER-PANNEBAKER CONTRACTORS

Milford R. Woods

By: C. L. Paller (SEAL)
, Partner

***Stipulation
Against Liens***

MILFORD R. WOODS and TSHANA J. WOODS
Owners

Milford R. Woods
Tshana J. Woods versus

FOSTER-PANNEBAKER CONTRACTORS

C. L. Paller - Partner

No. _____ Term, 2004

Filed _____ 2004