

05-719-CD  
J. Kolena, et al vs. Rodney Guenot

Joseph Koleno et al v Rodney Guenot  
2005-719-CD

## STIPULATION AGAINST LIENS

JOSEPH S. KOLENO and :  
Homeowner  
MICHELE L. KOLENO, his wife :  
Homeowner  
vs.  
RODNEY GUENOT :  
Contractor

In the Court of Common Pleas, County of  
Clearfield, Pennsylvania  
Number \_\_\_\_\_ Term, 2005

05-719-CD

FILED *No cc*

*01/10/13 301447*  
MAY 18 2005 *Law.d*

William A. Shaw *Mason*  
Prothonotary/Clerk of Courts  
*pd*  
20.00

WHEREAS, JOSEPH S. KOLENO and MICHELE L. KOLENO, his wife, currently of 284 Groundhog Drive, Morrisdale, Pennsylvania, 16858, about to execute contemporaneously herewith, a contract, with RODNEY GUENOT, General Contractor of 44 Glosser Lane, West Decatur, Pennsylvania, 16878, for the construction of a residential home upon premises situate in the Township of Morris, Clearfield County, Pennsylvania, being known as Hummingbird Road, Morrisdale, Pennsylvania, 16858, bounded and described as follows:

ALL that certain parcel of land situated in Morris Township, Clearfield County, Pennsylvania, and shown on the plan of lots known as Pleasant Meadow bounded and more particularly described as follows:

BEGINNING at a point on the Southeasterly corner of Lot No. 7 located on that certain tract of land known as Pleasant Meadow situated in Morris Township, Clearfield County, Pennsylvania; thence North eighty six degrees fifty minutes West (N 86° 50' W) along the line of Lot No. 7, two hundred nine feet (209') to a point on the edge of the right of way of Hummingbird Road; thence South five degrees thirty minutes West (S 05° 30' W) along the right of way of Hummingbird Road two hundred eight and sixty two hundredths feet (208.62') to a point on the Northeast corner of Lot No. 9; thence South eighty six degrees fifty minutes East (S 86° 50' E) along the line of Lot No. 9 two hundred nine feet (209') feet to a point on the Northeast corner of Lot No. 9; thence North five degrees thirty minutes East (N 05° 30' E) along the line of Lot No. 5 two hundred eight and sixty two hundredths feet (208.62') to a point and place of beginning.

CONTAINING one (1.0) acre. This being Lot No. 8 in the Plan of Lots of Pleasant Meadow.

BEING the same premises as vested in Bill Gabrielson and Connie Gabrielson, his wife by deed of Ollie J. Franks and Carol V. Franks, his wife dated the 18<sup>th</sup> day of September, 1997, and recorded in the Office of the Recorder of Deeds of Clearfield County to Deed Book Volume 1874 at Page 181.

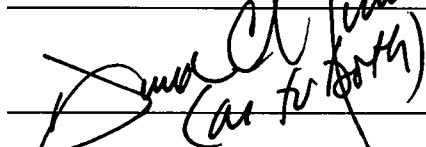
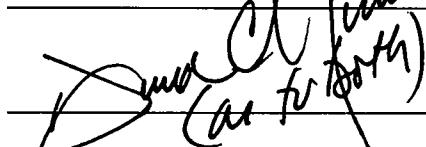
FURTHER BEING known as Tax Map Parcel No. 124-Q9-143.

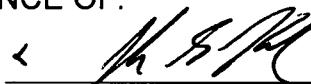
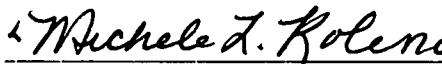
NOW, this 17<sup>th</sup> day of May, 2005, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said JOSEPH S. KOLENO and MICHELE L. KOLENO, his wife, to the said RODNEY GUENOT, to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with JOSEPH S. KOLENO and MICHELE L. KOLENO, his wife, and the further consideration of One Dollar, to RODNEY GUENOT, paid by JOSEPH S. KOLENO and MICHELE L. KOLENO, his wife, 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, 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:

  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Joseph S. Kolenko Homeowner  
  
Michele L. Kolenko Homeowner  
  
Rodney Guenot Contractor