

05-735-CD
M. Graham, et al vs. Quentin M Constr

2005-735-CD
Maynard Graham et al. vs. Quentin McLarre

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 05-735-WML

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 19 day of May, 2005, **BETWEEN**
MAYNARD C. GRAHAM, JR. and MICHELLE L. GRAHAM, of 1685 Millstone Road,
Woodland, PA 16881, herein referred to as Owners,

- A N D -

QUENTIN MCCLAREN CONSTRUCTION, of 1360 Salem Road, R. D. 1, Box 382,
West Decatur, PA 16878, herein referred to as Contractor,

WHEREAS, MAYNARD C. GRAHAM, JR. and MICHELLE L. GRAHAM,
Owners herein, are about to execute contemporaneously herewith, a contract, with
QUENTIN MCCLAREN CONSTRUCTION, Contractor herein to provide materials
and/or to perform labor necessary for the construction and erection or the alteration and
repair of (a) building(s) upon that certain piece or parcel of land situated in Bradford
Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and
described as follows:

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

BEGINNING at a point on Township Route No. T-617 in the line of land
formerly of Ellis Kephart, then of Maynard C. Graham and Marian M. Graham;
thence by such Township Road South four (4) degrees fifty-two (52) minutes
West, four hundred six and seven tenths (406.7) feet to a point in said
Township Road, marked by an iron pin in the line of the said right-of-way of said
Township Road; thence still by said Township Road South six (6) degrees thirty-
three (33) minutes West four hundred seventy-six and three tenths (476.3) feet
to a bend in the road; thence continuing along said Township Road by a course
South sixty-six (66) degrees twenty-seven (27) minutes West three hundred
twenty-four and four tenths (324.4) feet to a point in said road, marked by a
stone at or near the right-of-way line thereof; thence extending from the center

of said road North five (5) degrees twenty-nine (29) minutes West along land formerly of Shearer Brothers, then of Maynard C. Graham and Marian M. Graham, a distance of two hundred seventy-eight and three tenths (278.3) feet to an iron pin; thence still by the land formerly of Shearer Brothers, then of Maynard C. Graham and Marian M. Graham, North no (00) degrees twenty-seven (27) minutes East four hundred twenty-two and six tenths (422.6) feet to an iron pin; thence still by said land North eight (8) degrees fifty-nine (59) minutes East two hundred eighty-eight and one tenth (288.1) feet to an iron pin in the line of land formerly of Ellis Kephart, then of Maynard C. Graham and Marian M. Graham, by virtue of a deed dated May 30, 1973, recorded at Clearfield in Deed Book No. 649, Page 1; thence by the last mentioned property by a course North eighty-six (86) degrees twenty-seven (27) minutes three hundred sixty-five and four tenths (365.4) feet to an iron pin in the Township Road No. T-617 and the place of beginning. Containing seven and twenty-seven one-hundredths (7.27) acres.

A forty (40) foot wide right-of-way being a strip off the northern end of this parcel conveyed which was mentioned in a prior deed as reserved to be used as a right-of-way extending in a generally easterly and westerly direction from other land formerly of Shearer Brothers to Township Road No. T-617 was eliminated because Grantees in the chain of title became the owners of the land conveyed and the adjoining land formerly of Ellis Kephart to the North and also the land of Shearer Brothers to the West hereof and therefore there is no need for said right-of-way.

BEING the same premises as were granted and conveyed unto Maynard C. Graham, Jr. and Michelle L. Graham, husband and wife, by deed of Shelly Reed, t/d/b/a Wallaceton Hardwoods, dated December 16, 1999, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, at Instrument No. 199920826.

NOW, the day and date first above written, and at the time of and immediately before the execution of the principle contract, and before any authority has been given by the said owners to the said contractor to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with owner and the further consideration of one (\$1.00) to contractor paid by owner, it is

hereby agreed by and between the said parties hereto that the said contractor for themselves and their sub-contractor and all parties acting through or under them, covenant and agree that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the said building and lot of ground appurtenant thereto, for or on account of any work done or materials furnished by them, or any of them, under the principle contract or otherwise for, toward, in, or about the erection and construction of the said building, and the said contractor, for themselves and their sub-contractor and others under them, hereby expressly waive and relinquish the right to have or maintain any mechanics lien or claim against the said building or the lot of ground appurtenant thereto, and that this agreement waiving the right of lien shall be an independent covenant.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

QUENTIN MCCLAREN CONSTRUCTION

By Quentin McLaren
Contractor

Kathleen A. Ricotta

MAYNARD C. GRAHAM
MAYNARD C. GRAHAM, JR., Owner

MICHELLE L. GRAHAM

MICHELLE L. GRAHAM
MICHELLE L. GRAHAM, Owner

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R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

FILED

MAY 19 2005

William A. Shaw
Prothonotary/Clerk of Courts