

05-1247-CD
T. H. Millard et vs Robertson

Timothy Millard et al vs Robertson Contr.
2005-1247-CD

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

TIMOTHY H. MILLARD and LORI L.
MILLARD, his wife,

* No. 05-1247-C-D

Plaintiffs
vs.

* TYPE OF PLEADING:
* Stipulation Against Liens

ROBERTSON CONTRACTING

Defendant

* FILED ON BEHALF OF PLAINTIFFS

* PLAINTIFFS ATTORNEY:
* David C. Mason, Esquire
* MASON LAW OFFICE
* 409 North Front Street
* Philipsburg, PA 16866
* (814) 342-2240

FILED No CC
10/10/2005 Atty pd 20.00
AUG 19 2005
LM

William A. Shaw
Prothonotary/Clerk of Courts

STIPULATION AGAINST LIENS

TIMOTHY H. MILLARD and : In the Court of Common Pleas, County of
Homeowner : Clearfield, Pennsylvania
LORI L. MILLARD, his wife : Number _____ Term, 2005
Homeowner :
vs. :
: :
ROBERTSON CONTRACTING :
Contractor :
:

WHEREAS, **TIMOTHY H. MILLARD** and **LORI L. MILLARD**, his wife, currently of 466 Keystone Hill Road, Philipsburg, Pennsylvania, 16866, about to execute contemporaneously herewith, a contract, with **ROBERTSON CONTRACTING**, General Contractor of Osceola Mills, Pennsylvania, 16666, for the construction of improvements to a residential home upon premises situate in the Township of Decatur, Clearfield County, Pennsylvania, being known as 466 Keystone Hill Road, Philipsburg, Pennsylvania, 16866, bounded and described as follows:

ALL that certain tract or parcel of land located and situate in Decatur Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at an iron pin set this survey on the Southeasterly right of way line of SR 2021, a 33 foot right of way, said pin marks also a common corner with lands now or formerly of Gerald Millard and is located for further reference at North 36° 15' 00" East a distance of 30.00 from existing "bolt" iron pin monument set by others at a former corner of lands of the said Gerald Millard prior to an addition to his lot; thence by the said Southeasterly right of way of SR 2021 North 36° 15' 00" East a distance of 124.00 feet to an iron pin set this survey, said pin marks a common corner with Lot 2, lands of the grantors, herein; thence by lands of Lot 2 South 52°17' 20" East a distance of 150.00 feet to an iron pin set this survey; thence by same South 36°15' 00" West a distance of 124.00 feet to an iron pin set this survey, a common corner with lands of the said Gerald Millard; thence by lands of the said Gerald Millard North 52° 17' 20" West a distance of 150.00 feet to the iron pin, the point and place of beginning.

CONTAINING 0.427 acres.

BEING the same premises as vested in Timothy H. Millard and Lori L. Millard, his wife by deed dated the 26th day of July, 2005, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number _____, not yet recorded, but intended so to be.

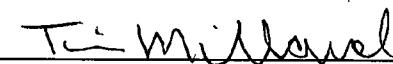
FURTHER BEING known as Tax Map Parcel No. 112-P12-194.

NOW, this _____ day of _____, 2005, at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said **TIMOTHY H. MILLARD** and **LORI L. MILLARD**, his wife, to the said **ROBERTSON CONTRACTING**, to commence work on the said building, or purchase materials for the same in consideration of the making of the said contract with **TIMOTHY H. MILLARD** and **LORI L. MILLARD**, his wife, and the further consideration of One Dollar, to **ROBERTSON CONTRACTING**, paid by **TIMOTHY H. MILLARD** and **LORI L. MILLARD**, his wife, it is agreed that no lien shall be filed against the building by the

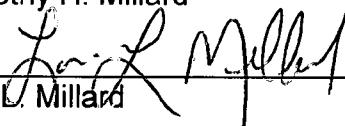
contractor, or any sub-contractor, nor by any of the material men or workmen or any other person for any labor, materials purchased for the erection of said building, the right to file such liens being expressly waived.

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

SIGNED AND SEALED IN THE PRESENCE OF:



Timothy H. Millard _____ Homeowner



Lori L. Millard _____ Homeowner

ROBERTSON CONTRACTING



Contractor