

07-1415-CD
William Marks vs Rod Graham et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

WILLIAM H. MARKS &
TRACY A. MARKS,
Owners

vs.

ROD GRAHAM, t/d/b/a QUALITY
MASONRY,
Contractor

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No. 07-1415-CD

FILED

07/30/07
AUG 31 2007

William A. Shaw
Prothonotary/Clerk of Courts

Amy Carley pd.
2000

No CC

STIPULATION AGAINST LIENS

WHEREAS, WILLIAM H. MARKS & TRACY A. MARKS, of 1799 Parsonville
Road, Osceola Mills, Clearfield County, Pennsylvania, 16866, of the one part, herein
called "Owners",

AND

ROD GRAHAM, t/d/b/a QUALITY MASONRY, of 916 Egypt Road, Woodland, PA
16881, of the other part, herein called "Contractor", did execute a contract for the
construction of a basement to be erected on Owners' property situate as follows:

ALL that certain piece, parcel or lot of land known as Lot 1 in the Gerald A. and Karen
A. Davis Minor Subdivision situate in the Township of Decatur, County of Clearfield and
State of Pennsylvania, bounded and described as follows:

BEGINNING at a 5/8" rebar set at the northwestern corner of the land herein described;
thence by land of Pine Creek Lumber, Inc., an old abandoned railroad, (N 77° 09' 04" E)
420.47 feet to a 5/8" rebar set in the western line of SR 2007; thence by the western line
of said SR 2007 (S 11° 39' 42" W) 310.59 feet to a 5/8" rebar; thence by Lot 2 in the
Gerald A. and Karen A. Davis Minor Subdivision (N 78° 20' 18" W) 252.08 feet to a
5/8" rebar; thence still by said Lot 2 (S 11° 39' 42" W) 360.00 feet to a 5/8" rebar; thence
by land of Alan and Shirley J. Love (N 78° 02' 24" W) 129.49 feet to a 5/8" rebar; thence
by land of the Residual Lot in the Gerald A. and Karen A. Davis Minor Subdivision (N
11° 32' 42" E) 495.48 feet to a 5/8" rebar and place of beginning.


CONTAINING 3.03 acres.

Now, this 30th day of August, 2007, 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 (\$1.00) Dollar 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 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 sub-contractor, nor by any of the materialmen, or workmen or any other person, firm or corporation for any labor or materials purchased or furnished for extra labor or materials purchased or furnished for the construction and erection of the said building; the right to file such liens being hereby expressly waived.

WITNESS the due execution of this agreement the day and year first above written.


CONTRACTOR:

PASE EXCAVATION


By: Rod Graham

OWNERS:


William H. Marks


Tracy A. Marks

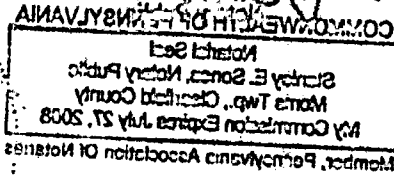
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William A. Shaw
Prothonotary/Clerk of Courts

On this the 30th day of August, 2007, before me, the undersigned officer, personally appeared, ROD GRAHAM, whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

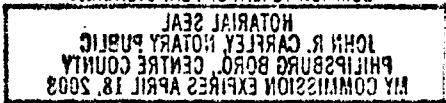


COMMONWEALTH OF Pennsylvania

COUNTY OF Centre

On this the 31st day of August, 2007, before me, the undersigned officer, personally appeared, WILLIAM H. MARKS & TRACY A. MARKS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



My Commission Expires