

02-104-CD  
DENNIS RUNKLE "vs" DAVID L. JOHNSON et ux

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 02- 104 -CD

**STIPULATION AGAINST LIENS**

THIS AGREEMENT, made this 15<sup>th</sup> day of January, 2002, BETWEEN  
DAVID L. JOHNSON and LaMESE M.P. JOHNSON, husband and wife, of R.R. #1, Box  
5-f, Rockton, Pennsylvania 15856, herein referred to as Owners,

- A N D -

DENNIS RUNKLE, of 282 Lucas Road, Bellefonte, Centre County, Pennsylvania 16823,  
herein referred to as Contractor,

WHEREAS, DAVID L. JOHNSON and LaMESE M.P. JOHNSON, husband  
and wife, Owners herein, is about to execute contemporaneously herewith, a contract,  
with DENNIS RUNKLE, 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 those certain pieces or parcels of land situated in Pine Township, County of  
Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**PARCEL NO. 1:** ALL that certain piece or parcel of land situate in Pine Township, Clearfield  
County, Pennsylvania, being known and designated as Parcel #11 of the Bear Run  
Subdivision in accordance with the survey of Kerry A. Uhler and Associates dated May 23,  
1988 as revised July 26, 1988, September 27, 1988 and January 24, 1989 and recorded in  
Clearfield County Plat Book 928, as follows:

BEING bounded on the North by Lot No 10 of the Bear Run Subdivision; on the East by the  
Moshannon State Forest; on the South by Lot No. 12 in the Bear Run Subdivision; and on the  
West by Lot No. 18 in the Bear Run Subdivision which line is also in Greenwood Road.  
Containing 11.6751 acres, more or less.

**PARCEL NO. 2:** ALL that certain piece or parcel of land situate in Pine Township, Clearfield  
County, Pennsylvania, being known and designated as Parcel No. 12 of the Bear Run  
Subdivision in accordance with the survey of Kerry A. Uhler and Associates dated May 23,  
1988, as revised July 26, 1988, September 27, 1988 and January 24, 1989 and recorded in  
Clearfield County Plat Book 928, as follows:

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William A. Shaw  
Prothonotary

BEING bounded on the North by Lot No. 11 of the Bear Run Subdivision; on the East by the Moshannon State Forest; on the South by Lot No. 13 in the Bear Run Subdivision; and on the West by Lot No. 17 and No. 18 in the Bear Run Subdivision which line is also in Greenwood Road. Containing 17.6093 acres, more or less.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 127-G7-8.

BEING the same premises as were conveyed to David L. Johnson and LaMese M.P. Johnson, his wife, by Deed of Patten Corporation Mid-Atlantic, a Delaware Corporation, dated July 19, 1989 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1294, Page 491.

#### A N D

ALL those two certain pieces or parcels of land situate in Pine Township, Clearfield County, Pennsylvania, being known and designated at Lot No. 13 and Lot No. 14 of the Bear Run Subdivision, in accordance with the survey of Kerry A. Uhler and Associates dated May 23, 1988, revised July 26, 1988; September 27, 1988; and January 24, 1989, and recorded in Clearfield County Plat Book 928 as follows:

**PARCEL #1 (Lot #13)** - BEING BOUNDED on the North by Lot No. 12 of the Bear Run Subdivision; on the South by the boundary line between Pine Township and Pike Township; on the southwest by Lot No. 14 of the Bear Run Subdivision; and on the West by Lots No. 16 and No. 17 in the Bear Run Subdivision, which line is also Greenwood Road. Containing 12.4052 acres, more or less.

**PARCEL #2 (LOT #14)** - BEING BOUNDED on the North by Lot No. 13 of the Bear Run Subdivision; on the South by the boundary line between Pine Township and Pike Township; on the West by Lots No. 15 and No. 16 of the Bear Run Subdivision, which line is also Greenwood Road. Containing 5.8435 acres, more or less.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 127-G7-12.

BEING the same premises as were conveyed to David L. Johnson and LaMese M.P. Johnson, husband and wife, by Deed of John J. Cenney and Caroline M. Cenney, husband and wife, dated November 28, 1995 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1724, Page 255.

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:

By Chris Runkle  
DENNIS RUNKLE, Contractor

David L. Johnson  
DAVID L. JOHNSON, Owner

LaMeese M.P. Johnson  
LaMESE M.P. JOHNSON, Owner

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JAN 22 2002  
10:48 a.m. \$20 pd by Atty  
SAC William A. Shaw  
Prothonotary  
no cc