

05-1811-CD
Terry Caldwell al vs Roger
McKenzie al

Terry Caldwell al vs Roger McKenzie al
05-1811-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

TERRY L. CALDWELL and
CAROL A. CALDWELL,
Husband and wife,
Plaintiffs,

v.

ROGER A. McKENZIE, JR.,
T/d/b/a RAM CONSTRUCTION,
Defendant.

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* No. 05 - 1811 - CD
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* Type of Pleading:

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* **STIPULATION AGAINST LIENS**
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* Filed on behalf of:
* Plaintiffs
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* Counsel of Record for
* this party:
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*
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NOV 18 2005 2000
Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts



Investors Title Insurance Company

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Chapel Hill, North Carolina 27515-2687
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Local Agent:

BANKERS SETTLEMENT SERVICES
OF SOUTHWEST PENNSYLVANIA, LLC
PO BOX 537
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Commonwealth of Pennsylvania, County of CLEARFIELD

STIPULATION/WAIVER OF MECHANICS' LIENS

Commitment/Policy No. _____

On this 18th day of November, 2005, before me personally appeared Terry L. Caldwell and Carol A. Caldwell, Owner of the property ("Owner"), and RAM Construction, General Contractor ("Contractor"), to me personally known, who, being duly sworn on their oaths, did say as follows:

WHEREAS, the undersigned Contractor entered into a contract with the Owner to provide materials and perform labor necessary for construction of the following improvements:

replace roof

located on the real property described as follows:

See attached description

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties as part of the said contract and for the consideration therein set forth, that neither the Contractor, any subcontractor or materialman, nor any other person furnishing labor or materials to the Contractor under this contract shall file a lien, commonly called a mechanics' lien, for work done or materials furnished to, or in connection with, the property described above.

This stipulation is made and intended to be filed with the County Prothonotary in accordance with the requirements of Section 1402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania.

<u>Terry L. Caldwell</u>		Owner	<u>Carol A. Caldwell</u>	
Owner			Owner	
<u>Terry L. Caldwell</u>			<u>Carol A. Caldwell</u>	
State of <u>Pennsylvania</u>		County of <u>Clearfield</u>		
<input checked="" type="checkbox"/> INDIVIDUAL: On this, the <u>18th</u> day of <u>Nov.</u> , <u>2005</u> , the undersigned officer, personally appeared <u>Terry L. Caldwell + Carol A. Caldwell</u> , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that s/he executed the same for the purposes therein contained.				
<input type="checkbox"/> CORPORATION: On this, the _____ day of _____, 20_____, the undersigned officer, personally appeared _____, acknowledged himself to be the _____ of _____, a corporation, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.				
In witness whereof, I hereunto set my hand and official seal.				
Signature		<u>Linda C. Lewis</u>		
If Notary, my commission expires:				
COMMONWEALTH OF PENNSYLVANIA				
Notarial Seal Linda C. Lewis, Notary Public Clearfield Boro, Clearfield County My Commission Expires July 25, 2007				

<u>RAM CONSTRUCTION</u>		General Contractor		
By: <u>Roger A. McKenzie Jr.</u>				
State of <u>Pennsylvania</u>		County of <u>Clearfield</u>		
<input checked="" type="checkbox"/> INDIVIDUAL: On this, the <u>18th</u> day of <u>Nov.</u> , <u>2005</u> , the undersigned officer, personally appeared <u>Roger A. McKenzie Jr.</u> , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that s/he executed the same for the purposes therein contained.				
<input type="checkbox"/> CORPORATION: On this, the _____ day of _____, 20_____, the undersigned officer, personally appeared _____, acknowledged himself to be the _____ of _____, a corporation, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.				
In witness whereof, I hereunto set my hand and official seal.				
Signature		<u>Linda C. Lewis</u>		
If Notary, my commission expires:				
COMMONWEALTH OF PENNSYLVANIA				
Notarial Seal Linda C. Lewis, Notary Public Clearfield Boro, Clearfield County My Commission Expires July 25, 2007				

ALL those two certain pieces or parcels of ground situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a $\frac{1}{2}$ inch iron pipe found at the northeasterly corner of Thompson Street with a 20 foot alley, said point being the westerly most corner of this land herein conveyed and running: thence along the easterly side of Thompson Street North 34 degrees 30 minutes 00 seconds East 55.47 feet to a $\frac{3}{4}$ inch rebar set and corner of Parcel 2; thence along Parcel 2 and through lands of the Grantor South 55 degrees 50 minutes 51 seconds East 100.05 feet to a $\frac{3}{4}$ inch rebar set on the westerly line of William A. and Arlene F. Fonslick; thence along William A. and Arlene F. Fonslick South 34 degrees 30 minutes 00 seconds West 56.07 feet to a $\frac{1}{2}$ inch iron pipe found on the northerly line of a 20 foot alley; thence along the northerly line of a 20 foot alley North 55 degrees 30 minutes 00 seconds West 100.04 feet to a $\frac{1}{2}$ inch iron pipe found and place of beginning.

CONTAINING 5,579.23 square feet as shown on map prepared by Curry and Associates dated November 11, 1993, and being shown thereon as "Parcel 1".

THE SECOND THEREOF: BEGINNING at a $\frac{3}{4}$ inch rebar set on the easterly line of Thompson Street and corner of Parcel 1, said point being the westerly most corner of this land herein conveyed and running; thence along the easterly side of Thompson Street North 34 degrees 30 minutes 00 seconds East 50.50 feet to a $\frac{3}{4}$ inch rebar set; thence through lands of the Grantor South 55 degrees 08 minutes 41 seconds East 57.72 feet to a $\frac{3}{4}$ inch rebar set; thence through same South 34 degrees 25 minutes 24 seconds West 49.80 feet to a $\frac{3}{4}$ inch rebar set on the northerly line of Parcel 1; thence along the northerly line of Parcel 1 North 55 degrees 50 minutes 51 seconds West 57.79 feet to a $\frac{3}{4}$ inch rebar set and place of beginning.

CONTAINING 2,896.35 square feet as shown on map prepared by Curry and Associates dated November 11, 1993, and being shown thereon as "Parcel 2".

TOGETHER with an easement for right-of-way and parking for the mutual use and benefit of the above described parcels of land and the residue of premises. Said area of easement being bounded and described as follows: Commencing at an iron pin on the eastern side of Thompson Street at the corner of Parcel 2 herein; thence along line of Parcel 2 herein South 55 degrees 8 minutes 41 seconds East 57.72 feet to an iron pin; thence still by Parcel 2 South 34 degrees 25 minutes 24 seconds West 49.80 feet to an iron pin on the northern line of Parcel 1; thence along the northern line of Parcel 1 South 55 degrees 50 minutes 51 seconds East 42.26 feet to a point on line of lands of William A. Fonslick; thence along line of William A. Fonslick North 34 degrees 30 minutes 00 seconds East 50.50 feet more or less to a point being the southeast corner of the building on the residue of lands of John C. Weisgarber, Sr. (formerly stated as John C. Weisgarber); thence along line of said building and lands of the Grantor and lands of John F. Bellmore, et al. North 55 degrees 30 minutes 00 seconds West 100 feet to a point on the eastern line of Thompson Street; thence along the eastern line of Thompson Street South 34 degrees 30 minutes 00 seconds West 15 feet to iron pin (set) and place of beginning.

EXCEPTING AND RESERVING unto the earlier Grantor, John C. Weisgarber, Sr., his heirs, successors and assigns an easement for right-of-way and parking for the mutual use and benefit of the above described parcels of land to wit: Parcel 1 and Parcel 2 and for the residue of the premises unto the earlier Grantor, John C. Weisgarber, Sr., for a right-of-way and parking. Said area of easement being bounded and described as follows: BEGINNING at an iron pin (found) on the northern line of a 20 foot alley (known as South Street), said iron pin being the southeast corner of Parcel 1 herein described and the southwest corner of lands of William A. Fonslick, et al; thence along the western line of lands of William A. Fonslick et al. North 34 degrees 30 minutes 00 seconds East 56.07 feet to an iron pin (set); thence along lines of the residue of lands of John C. Weisgarber, Sr., North 55 degrees 50 minutes 51 seconds West 57.79 feet to an iron pin (set); thence through Parcel 1 as described above, South 34 degrees 30 minutes 00 seconds West 56.00 feet, more or less, to a point on the northern line of said 20 foot alley (South Street); thence along the northern line of said alley South 55 degrees 30 minutes 00 seconds East 42.25 feet, more or less, to an iron pin (found) and place of beginning.

In reference to the above described easements it is the intention of the earlier Grantor, John C. Weisgarber, Sr., herein that said easement shall benefit both the premises herein conveyed and the residue of the premises still vested in title in the earlier Grantor, John C. Weisgarber, Sr., and that neither the earlier Grantor, John C. Weisgarber, Sr., his heirs, successors and assigns, nor the Grantees, their heirs, successors and assigns, shall by any act or omission or commission obstruct or interfere with ingress and egress thereto and that all parking shall, except for temporary parking for loading or unloading, remain clear of the lane of the travel as intended for said easements and further said parking shall be on a "First come - first serve" basis with no reserved parking at any time.