

08-1119-CD  
Melina Conklin al vs Kephart Excavating

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

**FILED**

JUN 20 2008

6/16/15/12  
William A. Shaw  
Prothonotary/Clerk of Courts

MELINDA D. CONKLIN and

DENNIS C. CONKLIN

Plaintiffs

vs

KEPHART EXCAVATING,

Defendant

No. 08- 1119 - CD

Filed on behalf of: **Plaintiffs**

Type of Pleading:

**Stipulation Against Liens**

Filed by:

Unlimited Real Estate Services, Inc.

331 East Market Street

Clearfield, PA 16830

(814) 765-6791

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. \_\_\_\_\_

**STIPULATION AGAINST LIENS**

THIS AGREEMENT, made this 16<sup>th</sup> day of June, 2008,

**BETWEEN MELINDA D. CONKLIN** and **DENNIS C. CONKLIN**, her husband, of 82 Blue eyes Lane, Munson, Pennsylvania, 16860, herein referred to as Owners,

- A N D -

**KEPHART EXCAVATING**, of PO Box 333, Bellwood, Pennsylvania, 16617, herein referred to as Contractor,

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do agree as follows:

1. The Contractor for itself and anyone else acting or claiming through or under it, intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanic's lien, claim or notice of intention to file any lien or claim, and does hereby covenant, promise and agree that no mechanic's lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the improvements or the estate or the title of the Owners in the property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor, or any subcontractor, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the improvements or the Property or any part thereof, or on credit thereof, and that all subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all subcontractors, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owners for any work done or labor or materials furnished under the Contract for and about the erection, construction and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. The Contractor does hereby remise, release and waive for itself, subcontractor and materialmen the right under the Act of Assembly entitle the Mechanic's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against that certain piece or parcel of land situated in Lawrence Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:  
**ALL** that certain lot or piece, parcel or tract of land situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pin located for reference North 37 degrees 17 minutes 28 seconds East a distance of 44.37 feet from the northeasterly corner of lands now or formerly of Walter R. Gallagher

(d.b. 557, pg. 270, tax parcel no. 124-R09-42.1), also marking a corner of lands now or formerly of Claudette P. and John E. Wilson (d.b. 1651, pg. 246, tax parcel no. 124-R09-42); thence along said lands of Wilson, South 83 degrees 24 minutes 47 seconds East a distance of 156.99 feet to an iron pin located approximately 20 to 30 feet West of a small stream; thence through lands now or formerly of Roger L. Larson and Alan R. Larson of which this description is a part (d.b. 1937, pg. 50, tax parcel no. 124-R09-158) and parallel to said small stream, South 02 degrees 08 minutes 14 seconds West, a distance of 109.79 feet to an iron pin; thence through said lands of Larson and parallel to said small stream, South 07 degrees 18 minutes 40 seconds East, a distance of 336.14 feet to an iron pin located on the northerly right-of-way line of the former New York Central and Hudson River Railroad, now Headwaters Charitable Trust-Rails For Trails; thence along said railroad right-of-way, North 70 degrees 08 minutes 36 seconds West, a distance of 279.12 feet to an iron pin located on the easterly side of a 20 foot wide private road right-of-way to lands of Walter R. Gallaher and lands of Claudette P. And John E. Wilson; thence along said road right-of-way North 10 degrees 30 minutes 00 seconds East a distance of 372.56 feet to an iron pin marking the place of beginning.

UNDER AND SUBJECT to a reservation of all coal, oil, gas and minerals and the right to remove the same contained in Instrument Number 200205113.

CONTAINING 1.893 acres and being Lot Addition Parcel "A" as identified on map to File No. 2442, and Instrument Number 200117957.

EXCEPTING AND RESERVING all previous exceptions and reservations in the chain of title.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. \_\_\_\_\_.

**BEING** the same premises as were conveyed unto Melinda D. Conklin and Dennis C. Conklin, her husband, by deed of Melinda D. Gallaher now by marriage Melinda D. Conklin and Dennis C. Conklin, her husband, dated June \_\_\_\_\_, 2008, and entered for record in the Recorder's Office of Clearfield County to Instrument Number 2008\_\_\_\_\_.

3. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.

4. In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

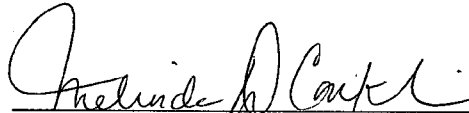
IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this day and date first above written.

WITNESSES:

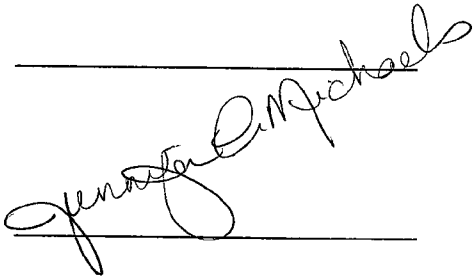
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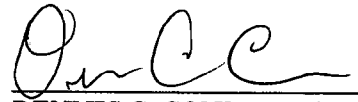
By: \_\_\_\_\_

\_\_\_\_\_  
KEPHART EXCAVATING, Contractor



MELINDA D. CONKLIN, Owner





DENNIS C. CONKLIN, Owner

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

WITNESSES:

\_\_\_\_\_

By: David L. Kephart

David L. Kephart

KEPHART EXCAVATING, Contractor

\_\_\_\_\_

MELINDA D. CONKLIN, Owner

\_\_\_\_\_

DENNIS C. CONKLIN, Owner