

01-1010-CD  
KEVIN W. SCHATZ et al -vs- HAUBERT HOMES

01-1010-02

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 22 day of June 2001, by and between KEVIN W. SCHATZ and JENNIFER S. SCHATZ, husband and wife, of 200 Clark Street, Curwensville, Pennsylvania, 16833, hereinafter "Owner" and HAUBERT HOMES, of 73 Beaver Drive, DuBois, Pennsylvania 15801, hereinafter "Contractor".

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

1. The Contractor for himself and anyone else acting or claiming through or under him, 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 mechanics' 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 Owner 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 Owner 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 himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against ALL that certain piece or parcel land located in the Township of Pike, Clearfield County, Pennsylvania, bounded and described as follows:

See Attached Exhibit "A"

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.

**FILED**

JUN 22 2001

William A. Shaw  
Notary

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 parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

Witness:

Carl A. Jones

Witness:

Carl A. Jones

Witness:

Carl A. Jones

Kevin W. Schatz (Seal)  
KEVIN W. SCHATZ, Owner

Jennifer S. Schatz (Seal)  
JENNIFER S. SCHATZ, Owner

HAUBERT HOMES

Mike Peters (Seal)  
MIKE PETERS, Contractor

EXHIBIT A

ALL that certain piece or parcel of land known as Lot B32 situate in Jo-Lin Acres, Pike Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at a 3/8" rebar set in the northern right-of-way line of Shardan Street, a fifty (50) foot wide street, said 3/8" rebar being the southwestern corner of the parcel herein described; thence by Lot B31 in the Plan of Lots of Jo-Lin-Acres (N 44°45'20" W) 135.00 feet to a 3/8" rebar; thence by Lot B15 in the Plan of Lots of Jo-Lin-Acres (N 45°14'40" E) 75.00 feet to a 3/8" rebar; thence by Lot B33 in the Plan of Lots of Jo-Lin-Acres (S 44°45'20" E) 135.00 to a 3/8" rebar set in the northern right-of-way line of the aforementioned Shardan Street; thence by the northern right-of-way line of said Shardan Street (S 45°14'40" E) 75.00 feet to a 3/8" rebar and the place of beginning.

Being Lot No. B32 in the Plan of Lots of Jo-Lin Acres Development recorded in Clearfield County at Map File No. 1242.

Being further identified as Clearfield County Tax Map No. 126-H10-711-110 as shown on the assessment map in the Records of Clearfield County, PA.

Secures Inst # 200011416

**FILED**

*SP*  
JUN 22 2001

012:07:00

William A. Shaw  
Prothonotary

1  
Settlement  
Absolute pd. 20.00

1 CC Absolute Settlement