

02-1492-CD
JASON D. HUTTON, et al, vs. HAUBERT HOMES, INC.

FILED

SEP 25 2002

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIAWilliam A. Shaw
Prothonotary

NO. 02-1492-CD

STIPULATION AGAINST LIENS

THIS AGREEMENT, made this 25th day of September, 2002, BETWEEN
JASON D. HUTTON and JENNIFER L. HUTTON, husband and wife, of R.R. #1, Box 64,
Irvona, Pennsylvania 16656, herein referred to as Owners,

- A N D -

HAUBERT HOMES, INC., of 73 Beaver Drive, DuBois, Clearfield County, Pennsylvania
15801, herein referred to as Contractor,

WHEREAS, JASON D. HUTTON and JENNIFER L. HUTTON, husband and wife, Owners herein, is about to execute contemporaneously herewith, a contract, with HAUBERT HOMES, INC., 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 Jordan Township, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

ALL that parcel of land known as Lot 1 of the Paul M. Hunter Subdivision, dated May 11, 2002, lying approximately $\frac{1}{2}$ mile west of the intersection of Pennsylvania State Route 729 with Parks Road, also known as Township Road T-895, in Jordan Township, Clearfield County, Pennsylvania, and being more particularly described as follows:

BEGINNING at a 3/4 inch iron pipe found at the northwestern boundary line of Zane E. and Vonda Sue Irvin, as conveyed to them by Deed Book 963, Page 413, said pipe being also on the southern line of Laurie Lee Hutton, as was conveyed by Deed Book 1310, Page 233, said pipe being also the northernmost corner of the land herein conveyed and running: thence South 34 degrees 16 minutes 17 seconds East a distance of 353.30 feet, along Zane E. and Vonda Sue Irvin to a 3/4 inch rebar set; thence South 46 degrees 40 minutes 03 seconds West a distance of 597.15 feet, through lands of Paul M. Hunter, et ux to a 3/4 inch rebar set;

thence North 23 degrees 30 minutes 17 seconds West a distance of 458.39 feet through lands of Paul M. Hunter, et ux to a point at the southeast corner of Sherman George and Lou Ann Kitchen as was conveyed by Deed Book 691, Page 1, said point being also the southern most corner of Laurie Lee Hutton; thence North 56 degrees 04 minutes 00 seconds East a distance of 504.08 feet, along Laurie Lee Hutton to a 3/4 inch iron pipe found and place of beginning.

AND

ALL that certain piece or parcel of land situate in Jordan Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner, said corner being on the line of lands now or formerly of George Hunter; thence along land now or formerly of Sherman George Kitchen and LuAnn Kitchen, husband and wife, North twenty-six (26) degrees one (1) minute West two hundred thirty-three and eighty-four hundredths (233.84) feet to an iron pin corner, said corner being on the right-of-way line of Township Route No. 895 and being sixteen and five-tenths (16.5) feet from the center line thereof; thence along the right-of-way line of Township Route No. 895 North seventy-four (74) degrees forty-six (46) minutes East three hundred twenty-four and ninety-seven hundredths (324.97) feet to a nail corner; thence along the same North seventy-nine (79) degrees fourteen (14) minutes East two hundred fifty-eight and nine hundredths (258.09) feet to an iron pin corner, said corner being on the line of lands now or formerly of William Irvine; thence along the lands now or formerly of George Hunter South fifty-three (53) degrees thirty (30) minutes West five hundred seventy-seven and eighty-three hundredths (577.83) feet to an iron pin corner and the place of beginning.

CONTAINING 1.6 acres, more or less.

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:

HAUBERT HOMES, INC.

Michael Peters

By Michael Peters
MICHAEL PETERS, Contractor/Builder

Jason D. Hutton
JASON D. HUTTON, Owner

Jennifer L. Hutton
JENNIFER L. HUTTON, Owner

FILED

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14th floor pd.

William A. Shaw
Prothonotary

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MONTGOMERY COUNTY, PENNSYLVANIA