

03-740-CD

HAUBERT HOMES, INC.

v

ERRIGO, MICHAEL J. & CAROLYN B.

STIPULATION AGAINST LIENS

**THIS AGREEMENT**, made the 15<sup>th</sup> day of May, 2003, by and between HAUBERT HOMES, INC., of 73 Beaver Drive, DuBois, Pennsylvania, hereinafter referred to as "**CONTRACTOR**",

**AND**

MICHAEL J. ERRIGO and CAROLYN BROWN ERRIGO, husband and wife, of 619 Mill Road, Clearfield, Pennsylvania, hereinafter referred to as "**OWNER**",

whereby the former undertook and agreed to construct a dwelling on that certain lot of ground situate in the Second Ward, Clearfield Borough, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

ALL that parcel of land known as Lot 3 of the Darrell D. and Nancy E. Lingle Subdivision dated October 13, 1994 located at the intersection of Wells Street and South Second Street in Clearfield Borough, Clearfield County, Pennsylvania and being more particularly described as follows:

BEGINNING at a  $\frac{3}{4}$  inch rebar set on Wells Street and near its intersection with a 16 foot opened alley and running as follows:

North 54 degrees 30 minutes 00 seconds West 174.05 feet to an iron pin; thence North 35 degrees 30 minutes 00 seconds East 15.16 feet to an iron pin; thence along the high water line of the West Branch of the Susquehanna River South 88 degrees 55 minutes 56 seconds East 112.90 feet to a point; thence continuing along the high water line South 85 degrees 54 minutes 15 seconds East 88.63 feet to an iron pin; thence along Lot 2 South 33 degrees 04 minutes 46 seconds West 125.29 feet to an iron pin and place of beginning.

Together with and subject to covenants, easements, and restrictions of record.

**S**aid property contains 12,438 square feet and is known as **L**ot 3 of the Darrell D. and Nancy E. Lingle subdivision, **E** as shown on map prepared by Curry and Associates dated **O**ctober 13, 1994. **B**EING a part of land conveyed to the **G**rantor by Deed Book 979, Page 205.

NOW THEREFORE, THIS AGREEMENT WITHNESSETH: That the said **CONTRACTOR**, for and in consideration of the sum of **One (\$1.00)** **DOLLAR** to Contractor in hand paid by **OWNER**, the receipt whereof is hereby acknowledged, and further consideration mentioned in the agreement aforesaid, for themselves and their subcontractors, and all parties acting through or under them, covenant and agree that no mechanic's liens or claims shall be filed or maintained by them or any of them against the said buildings and the lot of ground appurtenant thereto for or on account of any work done or materials furnished by them or any of them under said contract or otherwise, for, towards, in, or about the erection and construction of the said buildings on the lot above described, and the said **CONTRACTOR**, for themselves, their subcontractors and others under them hereby expressly waive and relinquish the right to have, file, and maintain any mechanic's liens or claims against the said buildings or any of them, and agree that this instrument, waiving the right of lien, shall be an independent covenant.

**WITNESS**, our hands and seals this 15<sup>th</sup> day of May, 2003.

Signed, Sealed and Delivered  
in the presence of

ATTEST:

HAUBERT HOMES, INC.

By Michael J. Errigo

Michael J. Errigo  
Michael J. Errigo

Carolyn Brown Errigo  
Carolyn Brown Errigo

**FILED**

MAY 15 2003

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William A. Shaw  
Prothonotary

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