

03-1548-CD
D. CHARLES DUTCH vs. FAMILY MOBILE HOMES, INC.

FILED

OCT 15 2003

William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Courts

CIVIL DIVISION

D. CHARLES DEITCH,

Owner, : 2003-1548-^{CD}
vs. : ~~WML~~

FAMILY MOBILE HOMES, INC.

Contractor.

WAIVER OF MECHANICS' LIEN

THIS AGREEMENT, waiving the right to file Mechanics' Lien, is made this 7th day of October, 2003, between D. CHARLES DEITCH, an adult individual, with the mailing address of R.R. #1, Box 353, DuBois, Clearfield County, Pennsylvania 15801, hereinafter called "OWNER" and FAMILY MOBILE HOMES, INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business located at 1683 East Pleasant Valley Boulevard, Altoona, Pennsylvania 16602, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has agreed to furnish certain materials and labor for the construction of a home under the terms of a Construction Agreement ("Contract") entered into by OWNER and CONTRACTOR, dated July 14, 2003, on all that certain piece, parcel or tract of land lying and being situate in Brady Township, Clearfield County, Pennsylvania, to which OWNER took title by Deed recorded at Clearfield County Instrument No. 2003-18692, and more particularly described as follows:

ALL that certain piece, parcel or tract of land lying and being situate in Brady Township,

Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an existing rebar set by previous survey on the eastern Right-of-Way for S.R. 4010 (33' R/W), said rebar being the southwest corner of lands now or formerly of Michael Lyons, et al. (Instrument No. 200205872, dated April 16, 2002), and being the northwest corner of the herein described parcel;

thence North 89° 41' 05" East along lands now or formerly of Michael Lyons, et al. (Instrument No. 200205872, dated April 16, 2002), a distance of 249.95 feet to an existing rebar set by previous survey, and being the southeast corner of lands now or formerly of Michael Lyons, et al. (Instrument No. 200205872, dated April 16, 2002);

thence, North 00° 31' 54" West along lands now or formerly of Michael Lyons, et al. (Instrument No. 200205872, dated April 16 2002), a distance of 250.01 feet to an existing rebar set by previous survey, and being the northeast corner of lands now or formerly of Michael Lyons, et al. (Instrument No. 200205872, dated April 16, 2002);

thence, North 89° 35' 51" East along lands now or formerly of F. Douglas and Tonda Beard (Instrument No. 200015668, dated September 13, 2000), a distance of 218.23 feet to a rebar set by this survey, and being the northeast corner of the herein described parcel;

thence, South 00° 24' 09" East through lands now or formerly of Gerard and Ruth A. Paulinellie (Deed Book 794, Page 466, dated February 2, 1980), a distance of 535.31 feet to a rebar set by this survey, and being the southeast corner of the herein described parcel;

thence, South 89° 29' 27" West through lands now or formerly of Gerard and Ruth Paulinellie (Deed Book 735, Page 245, dated February 14, 1977), a distance of 467.22 feet to a rebar set by this survey on the eastern Right-of-Way for S.R. 4010 (33' R/W), and being the southwest corner of the herein described parcel;

thence, North 00° 28' 59" West along the eastern Right-of-Way for S.R. 4010 (33' R/W) a distance of 286.55 feet to the place of beginning.

CONTAINING 187,869 square feet or 4.31 acres and being known as Parcel A on the Partition of Land for Gerard & Ruth A. Paulinellie, dated August 20, 2003, and referenced as Job No. JN2490-03; on survey plat prepared by Alexander & Associates, Inc., a copy of which is filed in the mapping records

of the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200318117.

The above-description was prepared by Lional Alexander, Professional Land Surveyor, in accordance with a survey performed by Alexander & Associates, Inc. as referenced above.

EXCEPTING AND RESERVING all of the coal, gas, oil and other minerals as reserved in prior deeds.

UNDER AND SUBJECT to all exceptions, reservations and restrictions which may appear in the recorded chain of title.

NOW, THEREFORE, it is hereby stipulated by and between the said parties as part of the said Contract and for the consideration set forth, that before any of the above construction is commenced or any materials delivered by CONTRACTOR, neither the undersigned CONTRACTOR, any of its subcontractors or its materialmen, nor any other person furnishing labor or materials to the said CONTRACTOR, its subcontractors or its materialmen, under the Contract above referred to, shall file a lien commonly known as a Mechanics' Lien, for work done or materials furnished to the said building or any part thereof. It being clear that **FAMILY MOBILE HOMES, INC.**, is not the general contractor for the entire project and is only signing for itself and its subcontractors and its material suppliers as required for delivery, roll on and set up of the home, but is not signing on behalf of any contractors hired by the **OWNER** to do other work on the above-mentioned property.

This Stipulation is made and intended to be filed with the Clearfield County Prothonotary in accordance with the requirements of the Act of Assembly of Pennsylvania in such cases made and provided.

CONTRACTOR acknowledges that he, it or they have inspected the land in question and

that no part of it has been disturbed by the CONTRACTOR or any one claiming by or through him, it or them prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties have properly executed this Agreement the day and year first above written.

WITNESS:

Caron McLean

OWNER:

D. Charles Deitch (SEAL)

D. Charles Deitch

ATTEST:

Melody Endress

V.P Secretary

CONTRACTOR:

FAMILY MOBILE HOMES, INC.:

By David C. Deitch

President

(Corporate Seal)

