

04-1147- D
MARK W MCGINNIS, et al VS HAUBERT HOMES, INC

FILED (m)

2004-1147-CO

JUL 28 2004

01:41:00 (m)

William A. Shaw

Prothonotary Clerk of Courts

m c/c

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 28th day of July, 2004, by and between Mark W. McGinnis and Sandra R. McGinnis, of 1966 Carson Hill Road, DuBois, Pennsylvania 15801, hereinafter "Owner" and Haubert Homes, Inc., 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 tract or parcel of land located in Sandy Township, Clearfield County, Pennsylvania, bounded and described as described on the 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.

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:

Mark W. McGinnis (Seal)
Mark W. McGinnis, Owner

Witness:

Sandra R. McGinnis (Seal)
Sandra R. McGinnis, Owner

Witness:

HAUBERT HOMES, INC.

BY: Mike Peters (Seal)
Mike Peters Contractor

EXHIBIT 'A'

Mark W. McGinnis & Sandra R. McGinnis

ALL that certain lot or parcel of ground situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows to wit:

BEGINNING at a point in the right-of-way of Fallen Timber Drive, said point being the corner of Lot 65 and Lot 64 in the Schall Land Company plan of lots;

THENCE, South 05° 52' 06" East along Lot 64, a distance of 222.94 feet to a point;

THENCE, North 73° 50' 30" West, a distance of 137.5 feet to a point;

THENCE, North 03° 07' 24" East, along Lot 66, a distance of 176.51 feet to a point;

THENCE, North 86° 41' 56" East, along the right-of-way of Fallen Timber Drive, a distance of 56.13 feet to a point;

THENCE, North 82° 31' 07" East, along the right-of-way of Fallen Timber Drive, a distance of 43.82 feet to a point and the place of beginning.

CONTAINING 0.52 acres.

Said property being also known as Lot No. 65, as shown on the Schall Land Company subdivision plan dated January 1999, surveyed by Thomas C. Wingert, P.L.S., and recorded in the Office of the Recorder of Deeds in and for Clearfield County as Map No. 2332.

Also known as Clearfield County tax parcel No. 128-C4-7B-1.

FILED

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William A. Straw
Prothonotary/Clerk of Courts