

2004-1341-CD
JAMES L. DEEMER, ETAL VS

HAUBERT HOMES, TNC.

James Deemer et al vs Haubert Homes
2004-1341-CD

04-1341-CD

FILED *cc Atty J.
Gordon*
01/11/2004 *Atty ad 20.00*
AUG 27 2004

William A. Shaw
Prothonotary/Clerk of Courts

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT made and entered into this 26th day of August, 2004,
by and between JAMES L. DEEMER and PAULINE W. GOODWIN, husband and wife, of
4403 Olando Drive, Bowie, Maryland, hereinafter referred to as "Owners"

A
N
D

HAUBERT HOMES, INC., 73 Beaver Drive, DuBois, Clearfield County, Pennsylvania, 15801,
hereinafter referred to as "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
mechanics' 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 Owners in
the property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor
or any Contractor, materialmen or laborers for work done or materials furnished under the
Contract or by any other party acting through or under them or any for and about the
improvements or the property or any part thereof, or on credit thereof, and that all Contractors,
materialmen and laboreres on the work shall look to and hold Contractor personally liable for all
Contractors, materials furnished and work and labor done, so there shall not be any legal or
lawful claim of any kind whatever against Owners 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, Contractor and materialmen the right under the Act of Assembly entitled the Mechanics' Lien Act of 1963 to file or enter on record any Mechanics' Lien or Liens against ALL those certain pieces or parcels of land situate in Sandy Township, Clearfield County, Pennsylvania, as more particularly described on Exhibit "A" attached hereto.

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 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 work "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.

~~James L. Deemer, Owner~~

Pauline W. Goodwin, Owner

HAUBERT HOMES, INC.

BY: Mark L. PL

Michael A. Peters, Division Manager

STATE OF PENNSYLVANIA }
COUNTY OF JEFFERSON } ss:

Personally appeared before me, Kathleen J. Sherman, a Notary Public, in and for said County, appeared James L. Deemer and Pauline W. Goodwin, who being duly sworn says that they are the owners of the property mentioned and described to in the within release; that the within release has been executed by all persons who did work as contractors and subcontractors upon, and furnished material for said building, and in the erection and completion thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Notary Public
My Commission Expires:

Notarial Seal
Kathleen J. Sherman, Notary Public
Brookville Boro, Jefferson County
My Commission Expires May 4, 2006

Member, Pennsylvania Association Of Notaries

Pauline W. Goodwin and James L. Deemer
Exhibit "A"

All that certain tract of land designated as Lot No. 109, Section No. 4 "Trinidad" in the Treasure Lake Subdivision in Sandy Township Clearfield County, Pennsylvania, recorded in the Recorder of Deeds office in Misc. Docket Map File No. 5.

EXCEPTING and RESERVING therefrom and subject to:

1. All easements, rights-of-ways, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

Parcel No. 128.0-C02-004-00108-0021 (Control No. 1280-81517)

All that certain tract of land designated as Lot No. 108, Section No. 4 "Trinidad" in the Treasure Lake Subdivision in Sandy Township Clearfield County, Pennsylvania, recorded in the Recorder of Deeds office in Misc. Docket Map File No. 5.

EXCEPTING and RESERVING therefrom and subject to:

1. All easements, rights-of-ways, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

Parcel No. 128.0-C02-004-00109-0021 (Control No. 1280-81518)