

04-1728-CD
HAUBERT HOMES, INC. vs. JOHN K. REILLY, JR. et al.

STIPULATION AGAINST LIENS

THIS AGREEMENT, made the 1st day of October, 2004, by and between HAUBERT HOMES, INC., of 73 Beaver Drive, Dubois, Pennsylvania, hereinafter referred to as "CONTRACTOR",

AND

JOHN R. REILLY, JR. and MARY ANN REILLY, husband and wife, of po Box 48, 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 Lawrence Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron pin, being a westerly corner of Lot No. 70 and lying in a northerly right-of-way line of Charles Road (60' right-of-way); thence along said right-of-way along a curve to the lot, having a chord bearing of South 61° 33' 34" West, a chord distance of 102.43 feet, a radius of 200.00 feet, and an arc length of 103.58 feet to an iron pin, lying in a northerly line of said right-of-way and being an easterly corner of Lot No. 72; thence along said Lot North 43° 16' 40" West, 176.73 feet to an iron pin, being a northerly corner of said Lot and lying in a southerly line of Lot No. 69; thence along said Lot North 64° 56' 14" East, 213.29 feet to an iron pin, lying in a southerly line of said Lot and being a westerly corner of Lot No. 70; thence along said Lot South 06° 02' 23" East, 171.19 feet to an iron pin, being the place of beginning. Containing 0.587 acres.

BEING known as Lot No. 71 on the River's Bend Subdivision Plan, Final Subdivision Plan, Phase 1 Overall Record Plan dated December 11, 2001 and recorded in the Office of the Register and Recorder for Clearfield County as Map File No. 2495.

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THE SECOND THEREOF: BEGINNING at an iron pin, being a westerly corner of Lot. No. 71 and lying in a northerly right-of-way line of Charles Road (60' right-of-way); thence along said right-of-way South 46° 43' 20" West, 122.08 feet to an iron pin, being a northerly corner of said right-of-way and an easterly corner of lands owned now or formerly by Michael A. Capatch (Tax Parcel 123-L08-116); thence along said lands North 43° 16' 40" West, 216.90 feet to an iron pin, being a northerly corner of said lands and an easterly corner of lands owned now or formerly by Robert A. Kurtz (Tax Parcel 123-L08-694-68) and a westerly corner of Lot No. 69; thence along said Lot North 6° 56' 14" East, 128.52 feet to an iron pin, lying in a southerly line of said Lot and being a westerly corner of Lot No. 71; thence along said Lot South 42° 16' 40" East, 176.73 feet to an iron pin, being the place of beginning. Containing 0.552 acres.

BEING known as Lot No. 72 on the River's Bend Subdivision Plan, Final Subdivision Plan, Phase 1 Overall Record Plan dated December 11, 2001 and recorded in the Office of the Register and Recorder for Clearfield County as Map File No. 2495.

BEING the same premises conveyed to the Owners herein by deed of River's Bend Associates, LP dated December 24, 2003 and recorded in the Office of the Register and Recorder for Clearfield County as Instrument No. 200323520.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the said CONTRACTOR, for and in consideration of the sum of one (\$1.00) DOLLAR, the 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, 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 15th day of October, 2004.

Signed, Sealed and Delivered
in the presence of

WITNESS: HAUBERT HOMES, INC.

By W. J. A. P. T.