

05-690-CD
J. Bower Jr vs. Haubert Homes, Inc

 Joseph Bower Jr. v. Haubert Homes Inc.
2005-690-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FILED No CC
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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JOSEPH B. BOWER, JR.,	:	
Owner	:	2005- -WML
	:	
vs.	:	
	:	
HAUBERT HOMES, INC.,	:	
Contractor	:	

WAIVER OF MECHANIC'S LIEN

THIS AGREEMENT, waiving the right to file Mechanic's Lien, is made this 15th day of April, 2005, between JOSEPH B. BOWER, JR., with mailing address of 738 Weaver Street, Clearfield, Pennsylvania, 16830, hereinafter called "OWNER", and HAUBERT HOMES, INC. with place of business at 73 Beaver Drive, DuBois, Pennsylvania 15801, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has agreed to furnish certain materials and labor for the construction of a home on all that certain piece or parcel of land situate in Lawrence Township, Clearfield County, to which OWNER took title by deed at Clearfield County Instrument Number 200502213, and more particularly described as follows:

ALL that parcel of land known as Lot 3A of the Terry L. and Michele L. Thomas Subdivision Amendment II dated November 14, 2002, revised December 13, 2004, lying approximately 3 miles West of Clearfield along Pennsylvania State Route 1003, in Lawrence Township, Clearfield County, Pennsylvania, and being more particularly described as follows:

BEGINNING at a point at the northeast corner of Ernest W. and Leila J. Carns, as was conveyed to them by Deed Book 1474, Page 483, said point being on the southern line of Terry J. and Sharon B. Malloy, as was conveyed to them by Instrument Number 200017499, said point being the northwest corner of the land herein conveyed and running: thence South eighty-six degrees (86°) degrees thirty-seven (37') minutes fifty-five (55") seconds East a distance of two hundred twenty and five hundredths (220.05) feet along Terry J. and

Sharon B. Malloy to a 3/4 inch rebar set at the corner of Lot 3B of the above referenced subdivision; thence South four (04°) degrees forty-two (42') minutes twenty-three (23") seconds West a distance of five hundred fifty-six and twenty hundredths (556.20) feet along Lot 3B to a point in the centerline of a fifty (50) foot Private Road leading to Pennsylvania State Route 1003, said line passing through a 3/4 inch rebar set at two hundred sixty-seven and fourteen hundredths (267.14) feet and another 3/4 inch rebar set back twenty-five and zero hundredths (25.00) feet from said centerline of the Private Road; thence North eighty-four (84°) degrees forty-four (44') minutes twenty-two (22") seconds West a distance of two hundred twenty and zero hundredths (220.00) feet along the centerline of the fifty (50) foot Private Road to a point at the southeast corner of Lot 2B now owned by John M. Null and Georgann Powers, as was conveyed to them by Instrument Number 200401170; thence North four (04°) degrees forty-two (42') minutes twenty-three (23") seconds East a distance of five hundred forty-eight and ninety-three hundredths (548.93) feet along John M. Null and Georgann Powers and along Albert B. Starr, Jr. and Linda S. Starr, as was conveyed to them by Instrument Number 200310271 and along Ernest W. and Leila J. Carns to a point and place of beginning, said line passing through a 3/4 inch rebar set at twenty-five and zero hundredths (25.00) feet and another one at two hundred twelve and twenty-two hundredths (212.22) feet, said line passing through a 1 1/4 inch iron pipe found thirty-eight hundredths (0.38) feet back from point of beginning.

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

CONTAINING 2.791 acres total minus 0.126 acre for right-of-way of the fifty (50) foot former Private Road, now owned by Lawrence Township, leaving 2.665 acres net and known as Lot 3A of the Terry L. and Michele L. Thomas Subdivision Amendment II dated November 14, 2002 and revised December 14, 2004, as shown on map prepared by Curry and Associates, recorded to Instrument No. 200501036.

It is expressly covenanted and agreed by and between the parties hereto, their heirs, executors and assigns, that any dwelling erected on the premises shall be built on-site and no pre-fabricated dwellings shall be erected on the premises.

It is further expressly covenanted and agreed by and between the parties hereto, their heirs, executors and assigns, that the above-described tract will not be further subdivided.

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, neither the undersigned CONTRACTOR, any sub-contractor or Materialman, nor any other person furnishing labor or materials to the said CONTRACTOR under the contract above referred to, shall file a lien commonly known as a Mechanic's Lien, for work done or materials furnished to the said building or any part thereof.

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 prior to the execution of this Agreement.

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

OWNER:



Joseph B. Bower, Jr.

CONTRACTOR:
HAUBERT HOMES, INC.



Michael C. Bower
Division Manager
Name and Title

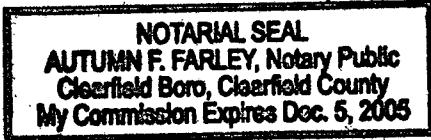
AFFIDAVIT

STATE OF PENNSYLVANIA :
:SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared JOSEPH B. BOWER, JR., who being duly sworn according to law deposes and says that he is the Owner in the foregoing Waiver of Mechanic's Lien, and further that he executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of April, 2005.

Autumn F. Farley
Notary Public



AFFIDAVIT

STATE OF PENNSYLVANIA :
:SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared Michael C Peters, who being duly sworn according to law deposes and says that he is the Division Manager of HAUBERT HOMES, INC. in the foregoing Waiver of Mechanic's Lien, and further that he executed the foregoing Waiver of Mechanic's Lien for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of April, 2005.

Autumn F. Farley
Notary Public

