

05-714-CD  
Darrell Smeal vs. Haubert Homes

Darrell Smeal et al v. Haubert Homes Inc.  
2005-714-CD

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

DARRELL L. SMEAL and  
CAROLYN B. SMEAL,  
Owners

05-714-CD

2005- -WML

vs.

HAUBERT HOMES, INC.,  
Contractor

Type of Case:  
MECHANIC LIEN WAIVER

Type of Pleading:

Filed on Behalf of:  
**OWNERS**

Counsel of Record for Petitioners:  
**Peter F. Smith, Esquire**  
Supreme Court No. 34291  
30 South Second Street  
P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

FILED *(initials)*  
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MAY 17 2005 Atty Smith  
Ad. 20.00  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DARRELL L. SMEAL and	:	
CAROLYN B. SMEAL,	:	
Owners	:	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 20th day of  
April, 2005, between DARRELL L. SMEAL and CAROLYN B. SMEAL, with mailing  
address of 1107 Daisy 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  
200218268, and more particularly described as follows:

**ALL that certain tract of land situated in Lawrence Township, Clearfield County,  
Pennsylvania, being bounded and described as follows:**

BEGINNING at an iron pin, being a westerly corner of Lot No. 61 and lying in an easterly  
R/W line of Rocky Bend Road (50' R/W): thence along said R/W N 16° 16' 49" W, 92.20  
feet (incorrectly shown on the Plan as 92.26 feet) to an iron pin; thence continuing along  
said R/W along a curve to the left, having a chord bearing of N 01° 45' 12" E, a chord  
distance of 63.82 feet, a radius of 50.00 feet, and an arc length of 69.21 feet to an iron pin,  
lying in an easterly cul-de-sac of said R/W and being a southerly corner of Lot No. 63;  
thence along said Lot N 27° 47' 18" E, 435.87 feet to an iron pin, being an easterly corner of  
said Lot and lying along the southerly edge of the West Branch of the Susquehanna River;  
thence along the edge of West Branch of the Susquehanna River the following bearings and

distances: along a curve to the left, having a chord bearing of S 47° 52' 15" E, a chord distance of 57.68 feet, a radius of 100.00 feet, and an arc length of 58.51 feet to an iron pin; thence along a curve to the right, having a chord bearing of S 49° 08' 49" E, a chord distance of 267.02 feet, a radius of 500.00 feet, and an arc length of 270.30 feet to an iron pin, lying along the southerly edge of said River and being an easterly corner Lot No. 61; thence along said Lot S 52° 34' 26" W, 534.00 feet (incorrectly shown on the Plan as 534.18 feet) to an iron pin, being the place of beginning, containing 2.487 acres.

**BEING known as Lot No. 62 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.**

**UNDER and SUBJECT to Restrictive Covenants dated may 8, 2002 and recorded in the Office of the Register and Recorder for Clearfield County as Instrument No. 200207477.**

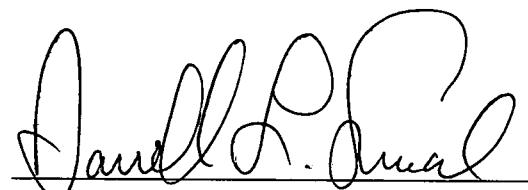
NOW, THEREFORE, it is hereby stipulated by and between the said parties as part of the said Contract and for the consideration set forth, that before any of the above construction is commenced, neither the undersigned CONTRACTOR, any sub-contractor or Materialman, nor any other person furnishing labor 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.

**OWNERS:**

  
\_\_\_\_\_  
Darrell L. Smeal

  
\_\_\_\_\_  
Carolyn B. Smeal

**CONTRACTOR:**  
HAUBERT HOMES, INC.

  
\_\_\_\_\_  
Division Manager  
\_\_\_\_\_  
Name and Title

**AFFIDAVIT**

STATE OF PENNSYLVANIA :  
:SS  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared DARRELL L. SMEAL and CAROLYN B. SMEAL, husband and wife, who being duly sworn according to law deposes and says that they are the Owners in the foregoing Waiver of Mechanic's Lien, and further that they 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 20<sup>th</sup> day of April, 2005.

  
\_\_\_\_\_  
Notary Public

NOTARIAL SEAL  
HOLLY A. BRESSLER, Notary Public  
Clearfield Boro, Clearfield Co., PA  
My Commission Expires Sept. 12, 2006

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 20<sup>th</sup> day of April, 2005.

Autumn F. Farley  
Notary Public

