

05-1320-CD
Don E. Haubert vs Haubert Homes

Don Haubert et al vs Haubert Homes
2005-1320-CD

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

DON E. HAUBERT, SR. and : No. 05-1320-CD
REGINA L. HAUBERT, :
Owners : TYPE OF CASE: Law
:
: TYPE OF PLEADING:
: Stipulations Against Liens
HAUBERT HOMES, INC., :
Contractor : FILED ON BEHALF OF:
: Don E. Haubert, Sr.
: and Regina L. Haubert, Owners
:
: COUNSEL OF RECORD FOR THIS PARTY:
: Terry R. Heeter
: Supreme Court No. 52750
:
: The Kooman Law Firm
: Marianne Professional Center
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:
: COUNSEL OF RECORD FOR ADVERSE PARTY:

jc
#23646

FILED NO cc
01141801 AUG 29 2005 Atty pdt 2000

William A. Shaw
Prothonotary/Clerk of Courts

Stipulations Against Liens

**Don E. Haubert, Sr. and Regina L.
Haubert**

In the Court of Common Pleas County of
Clearfield

Owner

Haubert Homes, Inc.

Docket Number _____

Term 2005

Contractor

Page Number _____

Whereas, Haubert Homes, Inc. ("Contractor") of 15 Central Blvd., Camp Hill, PA 17011, has entered into a contract with Don E. Haubert, Sr. and Regina L. Haubert ("Owner") of 1840 Red Spruce Lane, Mechanicsburg, PA 17050, for the erection or construction of a SINGLE FAMILY DWELLING upon the lot of ground known as Treasur Lake Sec 6A Lot # 169, Clearfield County, Pennsylvania, described in Exhibit "A" hereof, of which Don E. Haubert, Sr. and Regina L. Haubert are the title holder of record; and

Whereas, it is the intention of Owner and Contractor that neither said lot of ground nor the improvements erected or to be erected thereon shall be subject to a lien for debts due Owner to Contractor or by Contractor to any subcontractor for labor or materials furnished in the said erection or construction, and that the right of anyone to claim any such lien be waived hereby.

Now, This Agreement Witnesseth: That Contractor, for and in consideration of the contract aforesaid and the considerations mentioned hereunder, as well as the further consideration of One Dollar (\$1.00) to it in hand paid by the Owner at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, and Intending to be legally bound hereby, does hereby covenant, promise and agree, for Contractor and any and all subcontractors, materialmen, laborers and parties acting for, through or under Contractor, that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the building, improvements, lot of ground or any part hereof, or the curtilage or curtilages appurtenant thereto by anyone, and that all subcontractors, materialmen and laborers shall look to and hold Contractor personally liable for all subcontracts, materials furnished and work and labor done.

And this agreement, waiving the right of lien by anyone, shall be an independent covenant and shall operate and be effective with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the building as well as to any work and labor done and materials furnished under the contract aforesaid.

And, in order to give the Owner full power and authority to protect Owner and the building, improvements and lot of ground, against any and all claims filed by Contractor or anyone acting under or through Contractor in violation of the foregoing covenant, Contractor hereby irrevocably authorizes and empowers any Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to appear for Contractor in any of the said Courts of Common Pleas as attorney for Contractor and in Contractor's name, mark satisfied of record at the cost and expense of the Contractor, or of any subcontractor or materialman, any and all claims or claim, liens or lien, filed by or for the Contractor, or any subcontractor or materialman, or in the name of any one or more of them against the building, improvements, lot of ground or any part thereof, and, for such act or acts, this shall be good and sufficient warrant and authority, and a reference to the Court, Term and Number in which this instrument shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor does hereby remise, release, and quit claim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction of in anywise touching or concerning the same.

Witness our hands and seals the day and year aforesaid.

Signed and sealed in the presence of:

Shelly L. Hollings
Shelly L. Hollings

Don E. Haubert, Sr.
Regina L. Haubert

CONTRACTOR-HAUBERT HOMES, INC.

Don E. Haubert, Jr.
Contractor

File No. 23646

All that certain tract of land designated as Lot No. 169, Section No. 6A "Jamaica" in the Treasure Lake Sub division in
Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Dock at Map File No.
25.