

06-2019-CD
M. Ritsick et al vs Haubert Homes

Michael Ritsick et al vs Haubert Homes
2006-2019-CD

CONTRACTOR'S WAIVER OF LIENS

06-2019

THIS AGREEMENT made and entered into this Nov. 29, 2006 by and between Michael G Ritsick and Michelle R Ritsick, hereinafter "Owner(s)", of Lot #32 William Penn Avenue Sylvan Heights, Du Bois, PA 15801, and Haubert Homes, Inc., hereinafter "Contractor" of 73 Beaver Drive, DuBois, PA 15801.

See Exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein.

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 Owner in the Property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor or any subcontractor, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the improvements or the Property or any part thereof, or on credit thereof, and that all subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all subcontractors, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner 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, subcontractor 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 that certain piece, parcel or lot of ground situate in the Township of Sandy Township, County of Clearfield, State of PA.
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 in the erection, construction and completion of the improvements as to any 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 word "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.

Witness:

Haubert Homes, Inc.

By: Edward D. Ritsick (SEAL)

EDWARD D. RITSICK / Division Manager
(Type or Print Name and Title)

Michael G Ritsick (SEAL)
Borrower: Michael G Ritsick

Michelle R. Ritsick (SEAL)
Borrower: Michelle R Ritsick

COMMONWEALTH OF PENNSYLVANIA

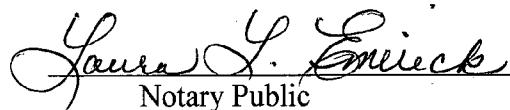
: ss.

COUNTY OF CLEARFIELD

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On this, the 29th day of November, 2006, before me, the undersigned officer, personally appeared Edward D. Hunter, known to me (or satisfactorily proven) to be one of the persons whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purposes herein contained.

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



Laura L. Emerick

Notary Public

NOTARIAL SEAL
Laura L. Emerick, Notary Public
DuBois, Clearfield County
My commission expires May 18, 2008

EXHIBIT "A"
PROPERTY DESCRIPTION FOR RITSICK
LOT 32

ALL that certain lot or parcel of ground situate, lying and being in Sandy Township, Clearfield County. Said property being known as Lot #32 in the former Schall Land Company Subdivision Plan dated July 12, 1994, surveyed by Lee-Simpson Associates, Inc., and which is more fully bounded and described as follows, to wit:

BEGINNING at a point at the Northeast corner of Lot No. 32, said point being the Northwest corner of Lot No. 33; Thence South 04 degrees 54 minutes 05 seconds West along Lot No. 33, a distance of 160.00 feet to a point; Thence North 78 degrees 20 minutes 42 seconds West along Lot No. 75 and Lot No. 74, a distance of 140.01 feet to a point; Thence North 22 degrees 40 minutes 58 seconds East along Lot No. 31, a distance of 165.28 feet to a point in the right of way of William Penn Avenue; Thence along a curve to the left along the right of way of William Penn Avenue, the chord of which is South 76 degrees 12 minutes 29 seconds East, a distance of 89.64 feet to the point and place of beginning. BEING known as Lot No. 32. CONTAINING 18,441 square feet, 0.42 acre.

SUBJECT to an easement for storm water discharge in the Southwestern portion of the property herein described.

EXCEPTING AND RESERVING therefrom and subject to:

4. All building and subdivision regulations of Sylvan Heights, as Amended, recorded in Volume 1635, Page 27, in the Clearfield County Recorder's Office; all of said restrictions being covenants which run with the land.
5. All easements, rights-of-way, reservations, and limitations shown or contained in prior instruments of record and as recorded.
6. All coal, mining, mineral, oil and gas rights of every kind and nature.

SUBJECT to all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises which became vested in Michael G. Ritsick and Michelle R. Ritsick, husband and wife, by deed of D&R Land Development Company, LP, dated October 9, 2006, and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument No. 200617757.