

07-159-CD  
Ronald Pollock vs Haubert Homes

Ronald Pollock vs Haubert Homes  
2007-159-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

RONALD POLLOCK,

Plaintiff,

vs.

HAUBERT HOMES, INC.,

Defendant.

: No. 07 - 159 C.D.

: Type of Pleading: WAIVER OF RIGHT  
: TO FILE MECHANICS' LIEN

: Filed on Behalf of: RONALD POLLOCK,  
: Plaintiff

: Counsel of Record for this Party:

: PAULA M. CHERRY, ESQ.  
: Supreme Court No.: 36023

: GLEASON, CHERRY AND CHERRY, L.L.P.  
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FILED pd \$20.00 Atty  
01/10/35 cm 3cc Atty P.Clerk  
FEB 01 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**WAIVER OF RIGHT TO FILE MECHANICS' LIEN**

**KNOW ALL MEN BY THESE PRESENTS**, that RONALD POLLOCK, of 211 Lewis Road, Clearfield, Pennsylvania 16830 ("OWNER"), and HAUBERT HOMES, INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with an office located at 73 Beaver Drive, DuBois, Pennsylvania 15801, ("CONTRACTOR"), have entered into a Construction Agreement dated October 11, 2006, (Contract) relating to the construction of a building and other improvements upon the following described premises as part of the consideration for which agreement this Waiver of Liens is given:

**ALL** that certain tract of land situate in Boggs Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the western edge of the pavement of Pennsylvania State Highway Route No. 17038, which point is 36.8 feet from an iron pin on line of this tract;

THENCE South 82° 14' East 716.3 feet to an iron pin;

THENCE South 5° 32' West 1041.3 feet to an iron pin;

THENCE North 82° 43' West 584.2 feet to an iron pin;

THENCE North 7° 54' East 150.9 feet to an iron pin;

THENCE North 82° 00' West 191.2 feet to a point on the western edge of the pavement of Pennsylvania State Route No. 17038, which point is 41.2 feet from an iron pin on the line of this tract;

THENCE following along the edge of the pavement of the State Highway on a curve the chord of which is North 4° 55' West 300 feet to a point;

THENCE continuing along a curve the chord of which is North 13° 40' East 300 feet to a point;

THENCE continuing along the highway North 16° 58' East 303.2 feet to a point and place of beginning.

CONTAINING 18.18 acres and being that premises outlined in red on a map recorded in Clearfield County in Deed Book Volume 1827 at page 549.

NOW, THEREFORE, **CONTRACTOR**, intending to be legally bound hereby, in consideration of the sum of One Dollar (\$1.00) to **CONTRACTOR** in hand paid, the receipt and sufficiency of which are hereby acknowledged, as well as for and in consideration of the

entry by **OWNER** into the Contract, does hereby, for **CONTRACTOR** and any and all subcontractors, materialmen and parties acting for, through or under **CONTRACTOR**, it, them or any of them, or anyone, covenant and agree with **OWNER** that no mechanics' liens or claims shall be filed or maintained by **CONTRACTOR**, it, them or any of them, or any one, against the above-described real estate, or the buildings or other improvements erected or to be erected thereon, or any of them, or the estate (including a leasehold estate), interest or title thereto of **OWNER**, for or on account of any work done or materials furnished under the Contract or under any supplemental contract, verbal or written, or contract for extra work relating to the construction and completion of said building or other improvements, or any of them, or otherwise; and **CONTRACTOR**, for **CONTRACTOR** and any and all subcontractors, materialmen and parties acting through or under **CONTRACTOR**, it, them or any of them, hereby expressly waives and relinquishes the right to have, file or maintain any mechanics' liens or claims against said real estate or building or other improvements or any of them.

**CONTRACTOR** hereby covenants, promises and agrees that all subcontractors, material suppliers, and laborers on the work shall look to and hold **CONTRACTOR** personally liable for all subcontracts, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against **OWNER**, or any other person with an estate (including a leasehold estate) in the above-described property, for any work done or labor or materials furnished under the Contract or otherwise.

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 construction and completion of said building or other improvements as to any work and labor done and materials furnished under the Contract aforesaid.

**CONTRACTOR** hereby represents and warrants that prior to the date hereof no work has been done and no materials have been furnished with regard to the construction which is the subject of the Contract or with regard to any supplemental contract, verbal or written, or contract for extra work in or about the construction and completion of any buildings or other improvements on the above-described property.

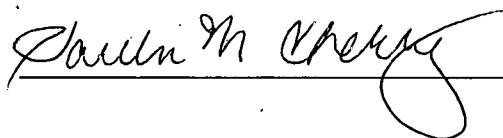
In order to give **OWNER** and any person having an estate in the above-described property (including a leasehold estate), full power and authority to protect himself, itself and themselves, the above-described property, the building or other improvements to be constructed thereon, and the curtilages appurtenant thereto, against any and all liens or claims filed by the **CONTRACTOR** or anyone acting under or through it in violation of the foregoing covenant by **CONTRACTOR**, the **CONTRACTOR** hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as attorney for it, them, or any of them, in any such Court, and in its or their name or names, (a) to the extent permitted by law, to mark satisfied of record at the cost and expense of

**CONTRACTOR** or of any subcontractor, laborer or material supplier, any and all claims or liens filed in violation of the foregoing waiver and covenant, or (b) to cause to be filed and served in connection with such claims or liens (in the name of **CONTRACTOR** or any subcontractor, laborer or material supplier, or anyone else acting under or through it) any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, to incorporate therein, as part of the record the waiver contained in this instrument, and for such act or acts this instrument shall be good and sufficient warrant and authority, and a reference to the court, term and number in which and where this Waiver of Liens shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the **CONTRACTOR** for itself and for them does hereby remise, release and quitclaim all rights and all manner of errors, defects and imperfections, whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

This agreement and Waiver of Liens is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County of Clearfield, Commonwealth of Pennsylvania, or other proper place in which the above-described lands are located, within ten (10) days after the date hereof in accordance with the requirements of law in such case provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 31<sup>st</sup> day of January, 2007.

WITNESS:



(SEAL)

Ronald Pollock  
("OWNER")

ATTEST:

HAUBERT HOMES, INC.:



By Scott Bryan, New Home Specialist  
("CONTRACTOR")

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF CLEARFIELD

:

On this, the 31<sup>st</sup> day of January, 2007, before me, a Notary Public, in and for the county and state aforesaid, personally appeared RONALD POLLOCK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

My commission expires: 9-16-2009

Commonwealth of Pennsylvania

**NOTARIAL SEAL**

PAULA M. CHERRY, Notary Public

City of Dubois, County of Clearfield

My Commission Expires Sept. 16, 2009

*Paula Cherry*

Notary Public

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF CLEARFIELD

:

On this, the 31<sup>st</sup> day of January, 2007, before me, a Notary Public, in and for the county and state aforesaid, personally appeared SCOTT BRYAN, New Home Specialist, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged himself to be the New Home Specialist of HAUBERT HOMES, INC., the foregoing corporation; and that as such, he, being authorized by such corporation to do so, executed the foregoing instrument for the purposes therein contained by signing his name thereon as such.

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

My commission expires: 9-16-2009

Commonwealth of Pennsylvania

**NOTARIAL SEAL**

PAULA M. CHERRY, Notary Public

City of Dubois, County of Clearfield

My Commission Expires Sept. 16, 2009

*Paula Cherry*

Notary Public