

08-2182-CD

Gary Luzier vs Richard Huffman al

Stipulation Against Liens

THIS AGREEMENT made the 11th day of November, 2008,
 by and between **GARY LUZIER**, trading and doing business as **LUZIER CONTRACTING**, a
 proprietorship with an office and principal place of business at 451 Hatten Road, Luthersburg,
 Pennsylvania, hereinafter referred to as Contractor,
 AND

RICHARD L. HUFFMAN and STACEY L. HUFFMAN, husband and wife, of 121 Huffman Lane,
 Grampian, Pennsylvania, hereinafter referred to as Owner, whereby the Contractor undertook
 and agreed to construction of a dwelling on that certain lot of ground situate in Penn Township,
 Clearfield County, more particularly described in Exhibit "A" attached hereto.

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 Belin Kubista
 & Ryan
 pd. 20.00 012-546374
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 LM
 William A. Shaw
 Prothonotary/Clerk of Courts

Contractor hereby certifies that no work has commenced on the premises.
Contractor agrees that before any subcontractor working under him enters the
premises the subcontractor shall be required to execute a Mechanic's Lien Waiver. If
the subcontractor does not execute a mechanic's lien waiver, Contractor hereby
authorizes Owner to withhold payment otherwise payable to Contractor until
subcontractor produces a release of any and all claims.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the said Contractor, for and in consideration of the sum of (\$1.00) Dollar to it in hand paid by Owner, the receipt whereof is hereby acknowledged, and the further consideration mentioned in the agreement aforesaid, for themselves and their subcontractors, and all parties acting through or under them, covenant and agree that no mechanic's liens or claims shall be filed or maintained by them or any of them against the said buildings and the lot of ground appurtenant thereto for or on account of any work done or materials furnished by them or any of them under said contract or otherwise, for, towards, in, or about the erection and consideration of the said buildings on the lot above described, and the said Contractor, for themselves, their subcontractors and others under them hereby expressly waive and relinquish the right to have, file, and maintain any mechanic's liens or claims against the said buildings or any of them, and agree that this instrument, waiving the right of lien, shall be an independent covenant.

WITNESS our hand and seal this

11th day of November, 2008

LUZIER CONTRACTING

Signed, Sealed and Delivered
 In the Presence of

Richard Huffman

By: Gary Luzier (SEAL)
 Gary Luzier, Owner
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

ACKNOWLEDGMENT FOR INDIVIDUAL

State of PENNSYLVANIA

ss.

County of CLEARFIELD

11th November

On this, the 11th day of October, 2008, before me the undersigned officer, personally appeared Gary Luzier, t/d/b/a Luzier Contracting 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 hereunto set y hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
USA G. BLAKE, NOTARY PUBLIC
CLEARFIELD BORO, CLEARFIELD COUNTY
MY COMMISSION EXPIRES NOVEMBER 10, 2011

Title of Officer

(SEAL)

Notary public
Officer

ACKNOWLEDGEMENT FOR CORPORATION

State of

ss.

County of

In witness whereof, I have hereunto set my hand and notarial seal.

Notary Public

Stipulation Against Liens

Richard L. Huffman and Stacey L. Huffman
Owner _____

Gary Luzier, t/d/b/a Luzier Contracting
BContractor _____

FILED

Date _____

Prothonotary _____

EXHIBIT "A"

ALL that certain piece or parcel of land situate in the Township of Penn, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an Iron Pin at the southwest corner of Lot 2 of the Danvir Subdivision; thence along the dividing line between the lands now or formerly of Thomas and the land of which this is a part, North eighty-nine (89°) degrees fifty-three (53') minutes twenty-eight (28") seconds West for eight hundred ninety-seven and ten hundredths (897.10) feet to an Iron Pipe; thence along the land now or formerly of Peachey, North zero (00°) twenty-seven (27') minutes forty-five (45") seconds East for six hundred seventy-eight and fifty-five hundredths (678.55) feet to an Iron Pin; thence through the land of which this is a part and along Lot 1, South eighty-nine (89°) degrees fifty-three (53') minutes twenty-eight (28") seconds East for eight hundred forty-eight and twenty hundredths (848.20) feet to an Iron Pin; thence along Lot 1 and Lot 2 respectively, South three (03°) degrees thirty-nine (39') minutes thirty-seven (37") seconds East for six hundred eighty and one hundredths (680.01) feet, to the Point of Beginning, the Area being 13.593 Acres and being Lot 3 of the Danvir Subdivision as prepared by Environmental Land Surveying.

Including the right to use a thirty (30) feet wide access easement through the property of Robert and Darlene Huffman, being further identified as tax parcel 125-D08-19 as recorded in Clearfield County Deed Book Volume 655 at page 192, the centerline described as follows:

BEGINNING at a point in Irishtown Road, said point being North one (01°) degree fifty-six (56') minutes twenty-two (22") seconds West for one hundred thirteen and zero hundredths (113.00) feet from a Nail in Irishtown Road at the southeast corner of Robert and Darlene Huffman; thence from the point of beginning, through the lands of Robert and Darlene Huffman, North eighty-one (81°) degrees thirty-nine (39') minutes ten (10") seconds West for two hundred seventy-two and

ninety-nine hundredths (272.99) feet to a point on the line of Robert and Darlene Huffman and Lot 1 of the Danvir Subdivision, being the point of ending; said access easement being thirty (30) feet in width.

Also including a thirty (30) feet wide access easement through Lot 1 of the Danvir Subdivision, for the use of access to Lot 3 and the Residual Lot of the Danvir Subdivision, the centerline described as follows:

BEGINNING at a point on the line of Robert and Darlene Huffman and Lot 1 of the Danvir Subdivision, said point of beginning being the point of ending of a thirty (30) feet wide access easement through the lands of Robert and Darlene Huffman; thence through Lot 1, North eighty-one (81°) degrees thirty-nine (39') minutes ten (10") seconds West for two hundred twenty-five and ninety-nine hundredths (225.99) feet to a point; thence continuing through Lot 1 and parallel to the west line of Lot 3, North three (03°) degrees thirty-nine (39') minutes thirty-seven (37") seconds West for eighty-four and thirty-seven hundredths (84.37) feet to a point; thence continuing through Lot 1 and parallel to the north line of Lot 3, North eighty-nine (89°) degrees fifty-three (53') minutes twenty-eight (28") seconds West for ninety and thirty-seven hundredths (90.37) feet to a point on the line of Lot 1 and the Residual Lot of the Danvir Subdivision, being the point of ending, said access easement being thirty (30) feet in width.

BEING the same premises conveyed to Richard L. Huffman and Stacey L. Huffman, husband and wife, Mortgagors herein, by deed of Ruth E. Danvir, a widow, dated August 29, 2008, and recorded at Clearfield County Instrument No. 200814186. Further being Lot 1 of the Albert and Ruth Danvir Subdivision as set forth on the Map of Environmental Land Surveying and Solutions dated May 1, 2008, and recorded at Clearfield County Instrument No. 200813552.