

03-932-CD
BLACKS HOME SALES vs. JUSTIN BROCK, etal

03-932-CD

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 20 day of JUNE, 2003, by and between Justin & Bobbi Brock (print name) of BLACKS HOME SALES, hereinafter designated as contractor, and JUSTIN BROCK and BOBBI BROCK, hereinafter designated as owner.

WITNESSETH: That by a certain contract, of even date herewith, the contractor, in consideration of the covenants to be performed and payments to be made by or on account of the owner, did covenant and agree to furnish all labor and materials and perform all work necessary to complete in the most substantial manner and to the satisfaction and acceptance of the owner,

NOW THEREFORE, the contractor, in consideration of the sum of one (\$1.00) dollar and of the covenants and provisions in said contract contained, does hereby covenant, stipulate and agree, and it is also covenanted, stipulated and agreed in the above recited contract, as follows:

Contractor shall erect a single family residential dwelling on property situate in the, County of Butler, state of Pennsylvania, and being known as 44 SKINNER LANE, CURWENSVILLE, PA 16833

LEGAL DESCRIPTION ATTACHED

That there shall be no lien or right to file a lien against the structures or improvements contracted for in the above recited contract, or any part thereof, or the site thereof, for work or labor done or materials furnished in the performance of the work embraced in said recited contract, or any part or parts thereof, or extra work thereunder or changes made therein; and that no such lien or claim shall be filed, or in any way attempted to be enforced by, or on behalf of, the contractor, or by or on behalf of, any sub-contractors, material men or other persons concerned in or about the performance of the work embraced in said contract; nor shall there be any claim for work or materials against the owner, his heirs, executors, administrators or assigns, other than the legal claim of the contractor as provided in said contract.

It is the full intent of the contractor, for himself and for any sub-contractors or material men claiming for themselves, or by, through or under the contract, that the right to file a mechanics' lien, under the provision of acts of assembly in such cases made and provided, for work done or materials furnished in and about the erection, construction or repairs of the building and improvements above described, is hereby waived.

FILED

M 2:12 PM JUNE 2003
NCC

JUN 24 2003

William A. Shaw
Prothonotary

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day and year first written.

WITNESSES:

Kenneth A. Brock

My m i
BLACKS HOME SALES

Justin Brock
JUSTIN BROCK

Bobbi Brock
BOBBI BROCK

PROPERTY LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS:
44 SKINNER LANE, CURWENSVILLE, PA 16833

Kelly Martley
Agent

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN PIKE TOWNSHIP,
CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STEEL AXLE (29) FOUND AT CORNER NOW OR FORMERLY OF
FRANCIS J. YARWASKI AND ON LINE NOW OR FORMERLY OF CURWENSVILLE
BOROUGH; THENCE BY LATTER SAME NORTH 61 DEGREES 20 MINUTES 45 SECONDS
WEST 207.10 FEET TO A 3/4" REBAR (143) SET AT CORNER OF PARCEL NO. 6
NOW OR FORMERLY OF RANDALL W. PETERS; THENCE BY SAME NORTH 28 DEGREES
39 MINUTES 15 SECONDS EAST 248.74 FEET TO A 3/4" REBAR (144) SET;
THENCE STILL BY SAME SOUTH 80 DEGREES 34 MINUTES 49 SECONDS EAST
248.74 FEET TO A 3/4" REBAR (146) ON THE LINE NOW OR FORMERLY OF
FRANCIS J. YARWASKI; THENCE BY SAME SOUTH 9 DEGREES 25 MINUTES 11
SECONDS WEST 350.24 FEET TO THE PLACE OF BEGINNING (29) CONTAINING
2.0000 ACRES.

GRANTING HEREIN TO THE GRANTEES THEIR HEIRS SUCCESSORS AND ASSIGNS,
AN EASEMENT ACCESS THROUGH LANDS TO BE CONVEYED TO RANDALL W. PETERS
FROM SOUTHWESTERN RIGHT OF WAY OF TOWNSHIP ROAD NO. T-503 TO 2.0000
ACRE PARCEL NO. 6 HERETOFORE DESCRIBED:

BEGINNING AT A 3/4" REBAR (108) AT CORNER NOW OR FORMERLY OF KENNETH
D. PETERS AND ON THE SOUTHWESTERN RIGHT-OF-WAY OF T-503; THENCE BY
LATTER SAME SOUTH 60 DEGREES 11 MINUTES 26 SECONDS EAST 57.04 FEET TO
A POINT (176); THENCE SOUTH 1 DEGREE 02 MINUTE 06 SECONDS WEST 165.83
FEET TO A POINT (104); THENCE SOUTH 54 DEGREES 59 MINUTES 22 SECONDS
EAST 207.97 FEET TO A POINT (168); THENCE PARALLEL TO THE LINE NOW OR
FORMERLY OF FRANCIS J. YARWASKY AND 125.00 FEET THEREFROM, SOUTH 9
DEGREES 25 MINUTES 11 SECONDS WEST 301.21 FEET TO A POINT IN LINE OF
LOT NO. 6 OF LANDS HERETOFORE DESCRIBED; THENCE BY SAME NORTH 80
DEGREES 34 MINUTES 49 SECONDS WEST 50.00 FEET TO A POINT (172);
THENCE NORTH 9 DEGREES 25 MINUTES 11 SECONDS EAST 269.71 FEET; THENCE
NORTH 54 DEGREES 59 MINUTES 22 SECONDS WEST 203.08 FEET TO A POINT
(175); THENCE NORTH 1 DEGREE 02 MINUTES 06 SECONDS EAST 219.89 FEET
TO THE PLACE OF BEGINNING (108), CONTAINING 34,193 SQUARE FEET OR
0.78495 ACRES.

SAID PROPERTY BEING IDENTIFIED AS LOT #6 AND CONTAINING 2.0000 ACRES,
HAVING BEEN APPROVED AS PART OF A SUBDIVISION IN PIKE TOWNSHIP,
CLEARFIELD COUNTY, PENNSYLVANIA, AS SHOWN ON MAP PREPARED BY SHUSS
ENGINEERING AND LAND SURVEYS DATED APRIL 19, 2000 AND RECORDED IN THE
RECORDER'S OFFICE OF CLEARFIELD COUNTY TO MAP FILE NO. 2143 AND
INSTRUMENT NO. 200014309.