

03-1807-CD
DONNA M. GIBSON,etal vs. ALFN .F. FGRAND,etal

03-1807-CD

FILED

DEC 08 2003

NON LIEN AGREEMENT

William A. Shaw
Prothonotary Clerk of Courts

THIS AGREEMENT, made and entered into this / DAY OF DECEMBER 2003, by and between
DONNA M. GILSON OF BLACK'S HOMES SALES, hereinafter designated as Contractor,
and, ALLEN E & SHELLY J LEGRAND, H/W, 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 TOWNSHIP OF BECCARIA, County of CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, and being known as

1253 EVERGREEN DR., COALPORT, PA 16627

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 or parts 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 there under 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 provisions 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.

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

WITNESSES:

<u>Patricia Nadorlik</u>	<u>Donna M. Gilson</u> (SEAL) BLACK'S HOMES SALES, Contractor
<u>Patricia Nadorlik</u>	<u>Allen E. Legrand</u> (SEAL) ALLEN E LEGRAND, Owner
<u>Patricia Nadorlik</u>	<u>Shelly J. Legrand</u> (SEAL) SJI-SHELLY J. LEGRAND, Owner SHELLEY

I HEREBY CERTIFY THE PRECISE PROPERTY ADDRESS IS 1253 EVERGREEN DR., COALPORT, PA 16627

Patricia Nadorlik

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ALL THAT CERTAIN PIECE OF LAND SITUATED IN BECCARIA TOWNSHIP,
CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE RIGHT OF WAY OF PUBLIC ROAD NUMBER 536;
THENCE ALONG THE RIGHT OF WAY OF THE PUBLIC ROAD SOUTH SIXTY-TWO
DEGREES FORTY MINUTES EAST (S 62° 40' E) FOR A DISTANCE OF THREE
HUNDRED SIXTY-EIGHT AND SEVEN TENTHS (368.7') FEET TO A POINT;
THENCE SOUTH FORTY-ONE DEGREES TWENTY MINUTES WEST (S 41° 20' W) FOR
NINETEEN (19') FEET TO A POINT ON A PRIVATE ROAD; THENCE SOUTH
EIGHTY-TWO DEGREES TWENTY MINUTES WEST (S 82° 20' W) FOR A DISTANCE
OF FOUR HUNDRED TWENTY AND ONE TENTH (420.1') FEET ALONG THE PRIVATE
ROAD TO A POINT; THENCE NORTH TWENTY-TWO DEGREES TEN MINUTES WEST (N
22° 10' W) FOR A DISTANCE OF TWO HUNDRED SEVENTY-SIX (276') FEET TO A
POINT ON THE PUBLIC ROAD AND PLACE OF BEGINNING. CONTAINING 1.23
ACRES.

PARCEL# 101-J17-000-00155
CONTROL# 101-0-37209

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