

05-1401-CD
Valley Homes vs David Michael Hoyt et

Valley Homes vs. David Hoyt, Karen Hoyt
2005-1401-CD

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NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 2ND Day of SEPTEMBER, 2005, by and between Jill Y. Manley of VALLEY HOMES, Hereinafter designated as contractor, and DAVID MICHAEL HOYT AND KAREN DAWN HOYT, hereinafter designated as owners.

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 ADDISON County of SOMERSET and COMMONWEALTH of PENNSYLVANIA, and being known as 953 SHIMLES ROAD (LOT # 1 - SUNSET ACRES SUBDIVISION - MORRISDALE, PA 16858
SEE ATTACHED LEGAL DESCRIPTION MADE PART OF HERETOFORE.

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.

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

WITNESSES:

Kenneth A. DeGroot
as to all

Jill Y. Manley
VALLEY HOMES -
David Michael Hoyt
DAVID MICHAEL HOYT

Karen Dawn Hoyt
KAREN DAWN HOYT

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: 953 SHIMLES ROAD (LOT # 1 - SUNSET ACRES SUBDIVISION) MORRISDALE, PA 16858.

Kenneth A. DeGroot

953 Shimels

FILED

NoCC
m/2:0784 Stratford
SEP 09 2005 Settlements pd.
20.00

William A. Shaw
Prothonotary/Clerk of Courts

LEGAL DESCRIPTION
LOT 11
SUNSET ACRES SUBDIVISION

Situate
GRAHAM TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA

Beginning at an iron pin on the northerly line of Lot 1 and the southwesterly corner of Lot 7 of the Sunset Acres Subdivision as recorded in Mapfile 1656 in the Clearfield County Recorder of Deeds Office; thence from said point of beginning and along Lot 1

South $83^{\circ}05'35''$ West a distance of 25.80 feet to an iron pin on the southeasterly corner of Lot 8; thence continuing along Lot 8 the following two courses and distances.

North $07^{\circ}23'20''$ East a distance of 357.57 feet to an iron pin; thence

South $83^{\circ}05'35''$ West a distance of 94.17 feet to an iron pin on a southeasterly corner Lot 10; thence along Lot 10 and Lot 14

North $07^{\circ}23'20''$ East a distance of 692.87 feet to an iron pin on a southerly corner of Lot 14; thence along Lot 14 the following two courses and distances

North $72^{\circ}05'15''$ East a distance of 201.43 feet to an iron pin; thence

South $86^{\circ}49'19''$ East a distance of 154.93 feet to an iron pin on the northwesterly corner of Lot 12; thence along Lot 12

South $06^{\circ}38'48''$ West a distance of 702.29 feet to an iron pin on the northerly line of Lot 7; thence along Lot 7 the following two courses and distances

South $83^{\circ}05'35''$ West a distance of 236.80 feet to an iron pin; thence

South $07^{\circ}23'20''$ West a distance of 357.57 feet to an iron pin, the point and place of beginning.

Containing 5.807 Acres.