

06-681-CD
Family Mobile Homes vs Robert Hoyt al

2006-681-CD
Family Mobile vs Robert Hoyt et al

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED
MAY 02 2006
No. 06-681-CD

William A. Shaw
Prothonotary/Clerk of Courts

Family Mobile Homes CIVIL ACTION
(Plaintiff)

1683 E. Pleasant Valley Blvd.
(Street Address)

Altoona, PA 16602
(City, State ZIP)

No. 06-681-CD

Type of Case: _____

Type of Pleading: _____

Filed on Behalf of:

vs. Robert C. Haut Plaintiff
& Jessica M. Maines Plaintiff/Defendant
(Defendant)

2489 Curwensville Grampian
(Street Address) Hwy.

Grampian, PA 16838
(City, State ZIP)

Stratford Settlements
(Filed by)

500 S. Main St., Suite 2203
(Address) Zelienople, PA 16063

724-453-3181
(Phone)

Kathy McCloske
(Signature)

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 27th day of APRIL, 2006, by and between
David C Gehman, President of FAMILY MOBILE HOMES, Hereinafter designated as
contractor, and ROBERT C. HOYT AND JESSICA M. MAINES, 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
PENN, County of CLEARFIELD and COMMONWEALTH of PENNSYLVANIA, and being known as:
1083 CURWENSVILLE GRAMPIAN HWY, GRAMPIAN, PA 16838.

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 by 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:

GENERAL CONTRACTOR:

FAMILY MOBILE HOMES

Melody Andrews

DeeDee

Jenny DeDee

Robert C Hoyt

ROBERT C. HOYT

Antonie

Jessica M. Maines

JESSICA M. MAINES

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: 1083 CURWENSVILLE
GRAMPIAN HWY, GRAMPIAN, PA 16838.

Jenny DeDee

PARCEL ID. # 125-F10-65

ALL that certain piece or parcel of land situate in Penn Township, Clearfield County, Pennsylvania, lying one-half mile north of the intersection of Pennsylvania State Route 879 with Pennsylvania State Route 219, and being more particularly described as follows:

BEGINNING at a 3/4 inch rebar set at the southeast corner of lands of Virginia Mae Rea as was conveyed to her in Clearfield County Deed Book 480, Page 450, said rebar being on the northern 80 foot right of way line of Pennsylvania State Route 879, with said rebar being the southwest corner of the premises herein described; thence along lands of Virginia Mae Rea North 20 degrees 39 minutes 18 seconds East a distance of 250.00 feet to a 3/4 inch rebar set; thence continuing along lands of Virginia Mae Rea North 41 degrees 49 minutes 59 seconds West a distance of 185.63 feet to a 3/4 inch rebar set on the southern line of lands of George T. Hoyt, et ux, as was conveyed to them by Clearfield County Instrument Number 199912732; thence along lands of George T. Hoyt, et ux, South 64 degrees 27 minutes 05 seconds East a distance of 62.83 feet to an existing 3/4 inch rebar; thence continuing along lands of George T. Hoyt, et ux, North 25 degrees 29 minutes 12 seconds East a distance of 151.19 feet to an existing 3/4 inch rebar, said rebar being situate on the southeast corner of lands of Rishel Enterprises, Inc. as was conveyed to it by Clearfield County Deed Book 1867, Page 467; thence along lands of Rishel Enterprises, Inc. South 65 degrees 35 minutes 29 seconds East a distance of 331.49 feet to an axle found at the northwest corner of lands of Clair L. Bachelier, et ux, which was conveyed to them by Clearfield County Deed Book 717, Page 409; thence along lands of Clair L. Bachelier, et ux, South 25 degrees 35 minutes 21 seconds West a distance of 385.92 feet to a 3/4 inch rebar set at the southwest corner of other lands of Clair L. Bachelier, et ux, as was conveyed to them in Clearfield County Deed Book 422, Page 475, said rebar also being situate on the northern right of way line of Pennsylvania State Route 879; thence along the northern right of way line of Pennsylvania State Route 879, 221.43 feet along the arc of a circle, curving to the left, with a 2,161.54 foot radius, the long chord of which bears North 89 degrees 06 minutes 39 seconds West a distance of 221.33 feet to a 3/4 inch rebar set and place of beginning. Containing 2.669 acres as shown on the map prepared by Curry and Associates, dated June 3, 2001 and intended to be recorded concurrently herewith.