

06-1272-CD
Family Mobile Homes vs V. Bolognese

2006-1272-CD
Family Mobile Homes vs Nicholas Bolognese

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Family Mobile Homes
(Plaintiff)

CIVIL ACTION

1683 E. Pleasant Valley
(Street Address) Bld.

No. 06-1272-CD

Altona, PA 16601
(City, State ZIP)

Type of Case: _____

Type of Pleading: _____

VS.

v. Nicholas
a Barbara L. Bologrese Plaintiff
(Defendant) Plaintiff/Defendant

93 N. Limick Road
(Street Address)

Roxbury, PA 19468
(City, State ZIP)

Filed on Behalf of:

Stratford Settlements
(Filed by)

FILED
11/12/15 LM NACC
P.D. \$20.00
AUG - 8 2006 Stratford
Settlements.

William A. Shaw
Prothonotary

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

724-453-3181
(Phone)

Kathy McCast
(Signature)

NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into the 1ST day of AUGUST, 2006, by and between
F. David M'Cracken of FAMILY MOBILE HOMES, Hereinafter designated as
contractor, and V. NICHOLAS BOLOGNESE AND BARBARA L. BOLOGNESE, 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 COVINGTON, County of CLEARFIELD and COMMONWEALTH of PENNSYLVANIA, and being known as: 1075 VFW ROAD, FRENCHVILLE, PA 16836.

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.

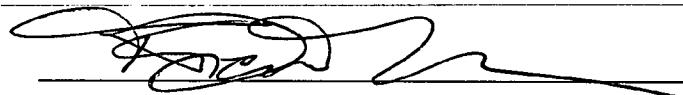
It is the full intent of the contractor, for himself and for any sub-contractors or material men claiming for themselves, or by, through or under the contract, that the right to file a mechanics' lien, under the provision of acts of assembly in such cases made and provided, for work done or materials 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:

GERERAL CONTRACTOR:

FAMILY MOBILE HOMES

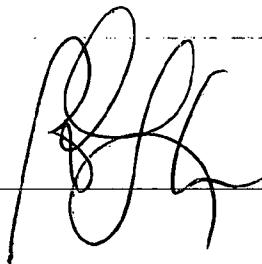


V. NICHOLAS BOLOGNESE



BARBARA L. BOLOGNESE

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: 1075 VFW ROAD,
FRENCHVILLE, PA 16836.



MAIL TO:
STRATFORD SETTLEMENTS INC
506 SOUTH MAIN STREET
SUITE 2203
ZELIENOPLE, PA 16063

LEGAL DESCRIPTION

Parcel # 111-Q05-000-00170

ALL that parcel of land known as Lot 1 of the Daniel King Riehl, Jr. Subdivision dated June 1, 1999, said Lot lying one-half (1/2) mile South of the intersection of Pennsylvania State Route 879 with Township Road T-648 in Covington Township, Clearfield County, Pennsylvania and being more particularly described as follows:

BEGINNING at a 3/4 inch rebar set at a corner of land now or formerly of Boyd Billotte, et al., said rebar being the northwest corner of the land herein conveyed and running:

Thence South 87 degrees 27 minutes 36 seconds East a distance of 448.96 feet along said Boyd Billotte, et al., to a point in the centerline of Township Road T-648, said line passing through a 3/4 inch rebar set back 20.00 feet from said centerline; thence along the centerline of Township Road T-648 the following courses and distances; South 5 degrees 14 minutes 20 seconds East 333.51 feet by an arc of a circle 641.91 feet in radius, curving to the right an arc distance of 256.52 feet, the chord of said arc being South 6 degrees 12 minutes 33 seconds West a distance of 254.82 feet; thence South 17 degrees 39 minutes 27 seconds West 99.33 feet by an arc of a circle 319.19 feet in radius, curving to the left an arc distance of 271.29 feet, the chord of said arc being South 6 degrees 41 minutes 28 seconds East a distance of 263.19 feet; thence South 31 degrees 2 minutes 22 seconds East 145.03 feet to a spike set in the centerline at the intersection of a 50 foot private Road right-of-way; thence South 28 degrees 31 minutes 46 seconds East, a distance of 152.11 feet to a spike set in the centerline at the intersection of another 50 foot Private Road right-of-way; thence along the centerline of the said 50 foot Private Road right-of-way the following courses and distances: South 16 degrees 1 minutes 33 seconds West 81.24 feet by an arc of a circle 77.40 feet in radius, curving to the right an arc distance of 91.60 feet, the chord of said arc being South 49 degrees 55 minutes 48 seconds West a distance of 86.35 feet; thence South 83 degrees 50 minutes 4 seconds West 90.72 feet by an arc of a circle 129.59 feet in radius, curving to the right an arc distance of 75.52 feet, the chord of said arc being North 79 degrees 28 minutes 17 seconds West a distance of 74.45 feet; thence North 62 degrees 46 minutes 38 seconds West a distance of 68.84 feet; thence North 74 degrees 55 minutes 58 seconds West 121.90 feet by an arc of a circle 150.88 feet in radius, curving to the left an arc distance of 144.64 feet, the chord of said arc being South 77 degrees 36 minutes 13 seconds West a distance of 139.17 feet; thence South 50 degrees 8 minutes 25 seconds West a distance of 51.08 feet to a point in the centerline of the intersection of two access roads; thence South 73 degrees 55 minutes 18 seconds West a distance of 40.23 feet by the centerline of the said 50 foot right-of-way to a 1 1/2 inch square iron pin found, being the northeast corner of land now or formerly of Carole Cardinale Rees, said square pin also being the southeast corner of land now or formerly of Robert J. and Jane E. Fischl; thence North 1 degree 54 minutes 20 seconds East along land of said Robert J. and Jane E. Fischl, and said Boyd Billotte, et al., a distance of 1,360.43 feet to a 3/4 inch rebar, the place of beginning.

Said property containing 15.073 acres total, minus 0.483 acre for the right-of-way of Township Road T-648, leaving 14.590 acres net and known as Lot 1 of Daniel King Riehl, Jr. Subdivision prepared by Curry and Associates, Professional Surveyors, dated June 1, 1999, and recorded in the Clearfield County, Pennsylvania, Recorder's Office on October 1, 1999, as Map No. 1889.

FURTHER, Grantors hereby give, grant, convey, and assign to Grantees all of their right, title and interest, choses in action, and claims of whatsoever nature, real and personal, in and to any and all existing oil and gas leases, easements, rights-of-way, or other

(Continued on Attached)

agreements or contractual rights and privileges of any nature whatsoever relating to or arising out of the above-described premises, including by way of illustration, but not limited to, that certain oil and gas lease between Grantors and M.M. & V. Energy, LLC, dated November 19, 2003, and recorded in Clearfield County's Recorder's Office as Instrument No. 200322303, including the right to receive all royalties payable thereunder, together with all assignments, if any, relating thereto, subject however to Grantees hereinafter being subject to all the terms and conditions of said oil and gas lease.