

07-1446-CD
Patricia Iorfida vs Welcome Home

FILED

SEP 05 2007

William A. Shaw

Prothonotary/Clerk of Courts

Stratford

Settlements, Inc.

pd. 20.00

NO LIEN AGREEMENT

THIS AGREEMENT made and entered into the 28th day of August by and between PATRICIA A. Torfida of WELCOME HOME CENTER, Hereinafter designated as contractor, and TIMOTHY W. MAYES, JR. AND BARBARA S. LIEDL 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 UNION, County of CLEARFIELD and State of PENNSYLVANIA, and being known as LOT # 15 SOUTH CONTINENTAL DRIVE, ROCKTON, PA 15856

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 of 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:

<u>Michelle G. Weaver</u>	<u>Timothy W. Mayes, Jr.</u> TIMOTHY W. MAYES, JR.
<u>Michelle G. Weaver</u>	<u>Barbara S. Liedl</u> BARBARA S. LIEDL
<u>Michelle G. Weaver</u>	<u>Patricia A. Joyida</u> WELCOME HOME CENTER BY:

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS: LOT # 15 SOUTH CONTINENTAL
DRIVE, ROCKTON, PA 15856

[Signature]

LEGAL DESCRIPTION

ALL that certain piece or parcel of surface only, situate in the Township of Union, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the centerline of Township Road T-361, also known as Continental Drive, said point being the northeastern corner of lands now or formerly of Edwin Brubaker; thence South $88^{\circ} 15' 25''$, along the northern line of lands now or formerly of Edwin Brubaker, a distance of 285.69 feet to an iron pin; thence North $00^{\circ} 15' 29''$ West along lands now or formerly of Charles Beutel et ux, a distance of 276.89 feet to an iron pin; thence South $72^{\circ} 56' 57''$ East, along the southern boundary line of Patrick H. Mowrey and Kim E. Mowrey's Home Camp Mountain View- Phase 2 Subdivision Parcel # 14, a distance of 338.96 feet to a point on the centerline of Township Road T-361, also known as Continental Drive; thence South $12^{\circ} 26' 49''$ West, a long said road centerline, a distance of 172.87 feet to a point on the road centerline, the place of beginning. CONTAINING 1.58 ACRE AND BEING KNOWN AS PATRICK H. MOWREY'S AND KIM E. MOWREY'S HOME CAMP MOUNTAIN VIEW SUBDIVISION PARCEL # 15.

Said premises described herein are identified as a portion of Clearfield County Assessment Map # 129-E6-47.

Survey map of Patrick H. Mowrey and Kim E. Mowrey's Home Camp "Mountain View-Phase 2" Subdivision is dated February 22, 1995 and was recorded in the Recorder's Office of Clearfield County prior hereto. A portion of said survey map is attached hereto.

The above described premises are being conveyed subject to HOME CAMP- MOUNTAIN VIEW- PHASE 2 SUBDIVISION PROTECTIVE COVENANTS dated August 25, 2004 developed by Patrick H. Mowrey and Kim E. Mowrey and attached hereto.

EXCEPTING AND RESERVING FROM THE OPERATION OF THIS INDENTURE, UNTO THE GRANTORS HEREIN, THEIR SUCCESSORS, HEIRS, AND ASSIGNS, AND OUT OF THE ABOVE DESCRIBED TRACT OF LAND, ALL OF THE COAL OF WHATEVER KIND, lying or being in, under, or upon the above described tract of land, together with the right of ingress, egress, and regress and full mining rights without any damage compensation to Grantees herein, their successors, heirs, and assigns.

EXCEPTING AND RESERVING FROM THE OPERATION OF THIS INDENTURE UNTO THE GRANTORS HEREIN, THEIR SUCCESSORS, HEIRS, AND ASSIGNS ALL OF THE OIL AND GAS TOGETHER WITH the exclusive right of drilling and operating for oil and gas and condensate and of storing in any underlying strata therein by any means and withdrawing therefrom by any means oil and gas produced from the above described tract of land or other lands with the exclusive right to operate the lands described herein alone or conjointly with neighboring lands and all rights necessary, convenient and incident thereto, including, but not limited to the rights to conduct geological and geophysical surveys and explorations on the property to drill new wells and recondition producing wells to construct and maintain meters and measurement stations, roads, and pipelines and power lines leading from adjoining lands on and across the above described tract, the right to use water, oil and gas and other materials from the above described tract of land for operating purposes and Grantor, its successors and assigns, is released of all damages including but not limited to land, surface, improvements, and waters.

ALSO EXCEPTING AND RESERVING to the Grantors herein, their successors, heirs and assigns, a 30 foot wide easement along the perimeter of all lot lines of the above described tract of land, together with the right of ingress, egress, and regress, to accommodate and maintain present and future utilities, including, but not limited to: community electric, telephone, cable television, water, sewer, natural gas, etc.