

07-1534-CD

David Gehman al vs Richard Litzinger al

**FILED**

THIS AGREEMENT, made and entered into the 14<sup>TH</sup> day of SEPTEMBER, 2007 by and between David C Gehman of FAMILY MOBILE HOMES, Hereinafter designated as contractor, and RICHARD L. LITZINGER AND RICHARD A. SUPENIA AND JONI L. SUPENIA hereinafter designated as owners.

SEP 18 2007

m(1125)

William A. Shaw  
Prothonotary/Clerk of Courts

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,

NO Lien  
CONC

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 KNOX, County of CLEARFIELD and State of PENNSYLVANIA, and being known as 1921 PINE RUN ROAD MADERA, PA

16661

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:

Jenny L. Schenck  
Jenny L. Schenck  
Jenny L. Schenck  
Melody Endren

Richard L. Litzinger  
RICHARD L. LITZINGER  
Richard A. Supenia  
RICHARD A. SUPENIA  
Joni L. Supenia  
JONI L. SUPENIA  
David C. Gehman  
FAMILY MOBILE HOMES  
BY: David C. Gehman

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE PRECISE PROPERTY ADDRESS IS 1921 PINE RUN ROAD MADERA, PA

16661.

Jenny L. Schenck

LEGAL DESCRIPTION

PARCEL # 122-J13-000-00075

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN KNOX TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD IRON RAIL CORNER AT LAND OF THE GRANTOR AND IN THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY ROUTE L.R. 17077; THENCE BY SAID RIGHT-OF-WAY, SOUTH 51° 15' EAST, 357.3 FEET TO AN IRON PIN AT THE WESTERLY LINE OF A 20 FOOT RIGHT-OF-WAY; THENCE BY SAID 20 FOOT RIGHT-OF-WAY, SOUTH 30° 37' WEST, 82.1 FEET TO AN IRON PIN AT THE NORtherLY LINE OF PARCEL #3; THENCE BY PARCEL #3 AND LAND OF THE GRANTOR, NORTH 68° 40' WEST, 365.1 FEET TO AN IRON PIN AND NORTH 32° 35' EAST, 193.6 FEET TO THE PLACE OF BEGINNING. CONTAINING 1.12 ACRES.

THE ABOVE PROPERTY BEING PARCEL NO 1 SHOWN ON THE SURVEYOR'S MAP DATED, JULY 19, 1978, PREPARED BY SAMUEL B. YOST, REGISTERED SURVEYOR, WHICH MAP IS ATTACHED TO THE DEED RECORDED IN CLEARFIELD COUNTY DEED BOOK 768, PAGE 219.

EXCEPTING AND RESERVING UNTO THE GRANTORS HEREIN ALL THE COAL, FIRECLAY, OIL, GAS AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT, DRILL, MINE AND REMOVE ALL OF THE AFOREMENTIONED, INCLUDING THE RIGHT OF INGRESS, EGRESS AND REGRESS AND THE ABSOLUTE RIGHT TO GO ON THE SURFACE OF THE GRANTEEES AND REMOVE ALL THE AFOREMENTIONED WITHOUT THEIR PERMISSION AND WITHOUT ANY REIMBURSEMENT TO THE GRANTEEES FOR ANY DAMAGE COST WHICH IS CAUSE TO THE GRANTEEES BY THE REMOVAL OF ANY COAL FIRECLAY, OIL, GAS AND OTHER MINERALS.

THE PARTIES OF THE FIRST PART DO ALSO GRANT AND CONVEY UNTO THE PARTIES OF THE SECOND PART, THEIR HEIRS SUCCESSORS AND ASSIGNS, FOR THE SAME ABOVE-RECITED CONSIDERATION, THE RIGHT TO USE THE EIGHTY-TWO AND ONE-TENTH (82.1) FEET ALONG BY TWENTY (20) FEET WIDE RIGHT-OF-WAY FOR THE PURPOSE OF ACCESS, INGRESS AND EGRESS. SAID RIGHT-OF-WAY EXTENDS FROM L.R. 17077 TO THE PROPERTY LINE OF THOMAS AND BOBBIE J. LITZINGER AND IS INDICATED ON THE SURVEYOR'S MAP DATED JULY 19, 1978, PREPARED BY SAMUEL B. YOST, WHICH IS ATTACHED TO THE DEED RECORDED IN CLEARFIELD COUNTY DEED BOOK 768, PAGE 219. THIS GRANT TO USE THE RIGHT-OF-WAY IS NOT EXCLUSIVE AND EXTENDS TO THE OWNERS OF LAND ON ALL THREE SIDES OF THE RIGHT-OF-WAY AND THE GRANTORS. THIS RIGHT-OF-WAY IS ALSO OVER PROPERTY GRANTED TO JOHN E. LITZINGER AND FAY L. LITZINGER BY DEED RECORDED IN DEED BOOK 484, PAGE 523.