

01-31-CD
RAJENDRA J. SHAH etal -vs- THE REGIS GROUP etal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RAJENDRA J. SHAH
INDIRA R. PATEL, husband and
wife
Plaintiffs

vs.

THE REGIS GROUP and
DIMELING SENIORS ASSOCIATES,
LP.
Defendants

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NO. 01- 31 -CD

PETITION FOR PRELIMINARY
INJUNCTION WITHOUT PRIOR
WRITTEN NOTICE AND
HEARING

Code: Civil

Filed on behalf of:
RAJENDRA J. SHAH
INDIRA R. PATEL

COUNSEL OF RECORD FOR
THIS PARTY:

TIMOTHY E. DURANT, ESQ.
Pa. I. D. No. 21352
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

FILED

JAN 08 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RAJENDRA J. SHAH

INDIRA R. PATEL, husband and
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Plaintiffs

vs.

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Defendants

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NO. 01-

-CV

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Petition and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint and for any other claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Second and Market Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RAJENDRA J. SHAH	*		
INDIRA R. PATEL, husband and	*		
wife	*		
Plaintiffs	*		
vs.	*	NO. 01-	-CV
	*		
THE REGIS GROUP and	*		
DIMELING SENIORS ASSOCIATES,	*		
LP.	*		
Defendants	*		

PETITION FOR PRELIMINARY INJUNCTION WITHOUT PRIOR WRITTEN NOTICE

Plaintiffs, RAJENDRA J. SHAH and INDIRA R. PATEL, by their undersigned counsel, petition this Court for a preliminary injunction pursuant to Pa. R.C.P. 1531, and in support aver as follows:

1. Plaintiffs, RAJENDRA J. SHAH and INDIRA R. PATEL are adult individuals who are husband and wife and who reside at 1208 Old Town Road, Clearfield, in Lawrence Township, Clearfield County, Pennsylvania 16830.

2. Defendants are THE REGIS GROUP a duly authorized Pennsylvania business entity with offices at Two Bala Plaza, Suite 300, Bala Cynwyd, Pennsylvania 19004 and DIMELING SENIORS ASSOCIATES, L.P. a Pennsylvania Limited Partnership with offices c/o the Regis Group at 2 Bala Plaza, Suite 300, Bala Cynwyd, PA 19004.

3. By deed dated May 5, 1998 and recorded on May 5, 1998 in the Clearfield County Register and Records Office as Deeds

and Records Book Volume 1929 at page 321 Plaintiffs purchased a certain parcel of land in Clearfield Borough (hereinafter OSSR), known as 10, 12 and 14 North Second Street and containing the O.S.S.R. Newsstand, Spanky's Court House Cafe and various apartments from ARVINDBHAI BHOGILAL VYAS, et ux. A copy of the relevant deed is marked as Exhibit "A", attached hereto and incorporated herein as if set out in full.

4. By deed dated November 6, 1998 and recorded on November 6, 1998 in the Clearfield County Register and Records Office as Deeds and Records Book Volume 1983 at page 321 Defendant DIMELING SENIORS ASSOCIATES, L.P. (hereinafter Dimeling) purchased the property in Clearfield Borough known as 2-8 North Second Street and formerly known as the Dimeling Hotel. A copy of the relevant deed is marked as Exhibit "B", attached hereto and incorporated herein as if set out in full.

5. The OSSR has a current urgent sewage problem with sewage water backing up into its basement and the plumbers have not been able to free up the line.

6. The only known corrective action will require the digging up of the surface and removal of any obstruction or replacement of any crushed line.

7. While it is not known for certain it is believed that the subject line runs from the back of OSSR under the parking area of the Dimeling to the Alley known as VanValzah Street.

8. It is believed and therefore averred that a license or easement for the installation of the sewage line was at some time

in the past granted by Dimeling's predecessors in title and this presumption is based upon the fact that the only access to the sewage interceptor line on VanValzah Street is through the Dimeling property.

9. It is believed and therefore averred that there is no access to a sewage line on Second Street.

10. Plaintiffs have contacted a plumber and been quoted an estimated cost of correcting the problem to be approximately \$7,000.00 - 10,000.00.

11. Defendants have informed plaintiffs that they will not permit the digging up of their parking area. A copy of a letter sent to plaintiffs by defendants is attached hereto, marked as Exhibit "C" and incorporated herein, as if set out in full.

12. Plaintiffs have been informed by the Code Enforcement Officer for the Borough of Clearfield that they will have to shut down the restaurant and vacate their apartments within the next few days if the problem cannot be promptly resolved.

13. At 4:30 p.m. on January 5, 2001 plaintiffs' counsel received a letter from the solicitor for the Borough of Clearfield requiring immediate action by plaintiffs. A copy of the subject letter dated January 5, 2001 is attached hereto and incorporated herein by reference as if set out in full.

14. Plaintiffs have no adequate remedy at law and no alternative except to obtain an injunction from this court to prohibit defendants from interfering with the repair and replacement of the subject sewage line.

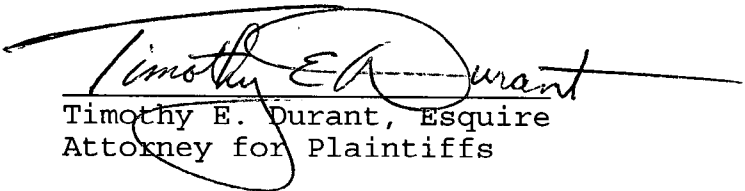
15. Plaintiffs will bear the expense of all repairs and the obligation to replace the pavement.

16. Plaintiffs reserve the right (after repairs are made) to proceed against any responsible parties if it is determined or determinable that the blockage is due to the actions or negligence of someone or some entity who can be identified.

17. Plaintiffs will post such bond as may be required by this court.

WHEREFORE, plaintiff requests this Court to enter a preliminary injunction without written notice and hearing and a rule to show cause in the form attached to this petition against the defendants.

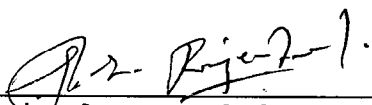
January 5, 2001


Timothy E. Durant, Esquire
Attorney for Plaintiffs

VERIFICATION

I, RAJENDRA J. SHAH, verify that the statements made in this Petition are true and correct to the best of my knowledge, information and belief. Plaintiff understands that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Dated: January 5, 2001




Rajendra J. Shah

VERIFICATION

I, INDIRA R. PATEL, verify that the statements made in this Petition are true and correct to the best of my knowledge, information and belief. Plaintiff understands that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Dated: January 5, 2001



Indira R. Patel

DEED

MADE the 5th day of May, 1998, by and between **ARVINDBHAI BHOGILAL VYAS** and **SUSHILA ARVINDBHAI VYAS**, husband and wife, of 1208 Old Town Road, Clearfield, PA 16830; hereinafter "GRANTORS",

A
N
D

INDIRA R. PATEL and **RAJENDRA J. SHAH**, husband and wife, as Tenants by the Entireties, currently of 11850 Edgewater Drive, Lakewood, OH 44107; hereinafter "GRANTEES"

WITNESSETH:

That in consideration of Ninety-five Thousand and no/100 (\$95,000.00) Dollars, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, the following described premises:

ALL that certain piece or parcel of land, together with all improvements thereon situate in the First Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEING a part of the lot known in the town plot of the Borough of Clearfield as Lot No. 50 bounded on the South by Bigler's (now Rudd's) part of said lot; on the West by a part of the said Lot No. 50; on the North by Lot No. 49 and on the East by Second Street. Being the northeast corner of Lot No. 50 in the town plot of the Borough of Clearfield, containing a frontage on Second Street of twenty-four (24) feet and extending in depth fifty-one (51) feet and having erected thereon one-half (1/2) of the three-story brick building, the first floor thereof being now or formerly rented to the Singer Sewing Machine Company.

Exhibit "A"

THE SECOND THEREOF: BEGINNING at the Southeast corner of William A. Wallace (now Beauseigneur) part of Lot No. 50 on Second Street; thence by Second Street Southward twenty (20) feet and four (4) inches to lot now known as the Dimeling Hotel property; thence by same Westward fifty-one (51) feet to a post; thence by residue of Lot No. 50 Northward twenty (20) feet and four (4) inches to line of William A. Wallace (now Beauseigneur) part of Lot No. 50; thence Eastward fifty-one (51) feet by same, to corner and Second Street and place of beginning. Being part of Lot No. 50 in the plan of the Borough of Clearfield. Being the same premises the first floor of which was formerly known as Rhine's Tobacco Shop, then Rudd's Tobacco Shop, then George's Tobacco Shop, then R & S Newsstand, Inc. and now O.S.S.R. Newsstand.

BEING the same premises conveyed to the Grantors herein by deed dated October 10, 1989, recorded in Clearfield County record Volume 1307, Page 364.

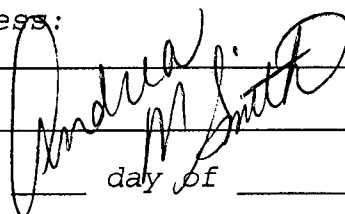
This document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal, and, in that connection, damage may result to the surface of the land, and any house, building or other structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this instrument.

And the Grantors do hereby SPECIALLY WARRANT, covenant, promise and agree, to and with the Grantees, her successors and assigns, by these presents, that they have not knowingly done or committed any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate or otherwise howsoever.

NOTICE

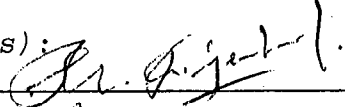
In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/We, the undersigned, hereby certify that I/We know and understand that I/We may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchase property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/We further certify that this certification is in a print style contrasting with that in the deed proper and is preceded by the word "notice" printed in large print above.

Witness:



This _____ day of _____, 19____.

Buyer(s):



J. R. J. J. J. J.

IN WITNESS WHEREOF, the Grantors have caused these presents to be properly executed on the day and year first written above.

Witness:

A. B. V.
Arvindbhai Bhogilal Vyas

Sushila A. Vyas

Sushila Arvindbhai Vyas

AFFIDAVIT

CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 3:15pm 5-5-98

BY Peter Smith

FEES 15.50

Karen L. Starck, Recorder

STATE OF PENNSYLVANIA :

:SS

COUNTY OF CLEARFIELD :

BEFORE ME, the undersigned officer, personally appeared ARVINDBHAI BHOGILAL VYAS and SUSHILA ARVINDBHAI VYAS being duly sworn according to law depose and say that they are the persons whose names are subscribed to the foregoing instrument and that they executed the same for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5th day of May, 1998.

recorded in the Recorder's Office of
earfield County, Pennsylvania.

Andrea M. Smith
Notary Public

Notarial Seal
Andrea M. Smith, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires June 28, 1999

Karen L. Starck

Karen L. Starck

Recorder of Deeds CERTIFICATE OF RESIDENCE

I, hereby certify that the correct address of the Grantees is as follows:

11850 Edgewater Drive, Lakewood, OH 44107

CLEARFIELD AREA SCHOOL DISTRICT

1% REALTY TRANSFER TAX

AMOUNT \$ 950.00

PAID 5-5-98

Date

KAREN L. STARCK

Agent

Peter F. Smith
By: Peter F. Smith, Atty.

THIS DEED REGISTERED WITH
BOROUGH OF CLEARFIELD

Entered of Record 5-5 1998, 3:15pm Karen L. Starck, Recorder

Kathy Spears

VOL 1983 REC 321

ARTIDAV.T No. 30314

County Parcel No.

THIS DEED

MADE the 6th day of November in the year nineteen hundred and ninety-eight (1998)

BETWEEN THE DOWNTOWN CLEARFIELD BUSINESS DISTRICT AUTHORITY, a local authority of Clearfield Borough, organized and existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of P. O. Box 1083, Clearfield, Clearfield County, Pennsylvania, 16830, hereinafter referred to as GRANTOR

A
N
D

DIMELING SENIOR RESIDENCE ASSOCIATES, L.P., a limited partnership organized and existing under the laws of the Commonwealth of Pennsylvania, with offices c/o The Regis Group, 2 Bala Plaza, Suite 300, Bala Cynwyd, Pennsylvania 19004, hereinafter referred to as GRANTEE.

WITNESSETH, That in consideration of the sum of ONE and 00/100 (\$1.00) ----- DOLLAR, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, its successors and assigns,

ALL that certain piece or parcel of land, together with the improvements thereon, situate in the First Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at the Southeast corner of Lot No. 51 being the corner of North Second Street and East Market Street in the general plan of said Borough; thence West eighty-one (81) feet along East Market Street; thence North on a line parallel with North Second Street sixty (60) feet to a point on line of Lot No. 50; thence West along line of Lot No. 50 and parallel to East Market Street, one hundred nineteen (119) feet to an alley; thence North along the said alley sixty (60) feet to the Southwestern corner of Lot No. 49; thence East along line of Lot No. 49, one hundred forty-nine (149) feet, be the same more or less, to the Northwestern corner of that part of Lot No. 50 on which the Masonic Building stands; thence South along said part of Lot No. 50 forty-four (44) feet, be the same more or less, to the Southwestern corner of said part of Lot No. 50; thence East along said part of Lot No. 50 fifty-one (51) feet, be the same more or less, to the Southeastern corner of same on North Second

Exhibit "B"

VOL 1983 PAGE 322

Street; thence South along said North Second Street seventy-six (76) feet, be the same more or less, to the Southeastern corner of Lot No. 51 and place of beginning. Being part of Lots Nos. 50 and 51 in the general plan of said Borough.

This conveyance is made subject to any and all easements, restrictions, reservations and/or servitudes as contained in prior instruments of record.

BEING the same premises which James R. Huff, II, Esquire, Interim Trustee in Bankruptcy for Percy E. Bogle and Catherine E. Bogle, granted and conveyed to Edward Doran and Sheri Doran, by deed dated November 4, 1988 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deeds and Records Book 1290, Page 33, and which the Tax Claim Bureau of Clearfield County, by Judicial Sale held on November 6, 1998, sold to The Downtown Clearfield Business District Authority and conveyed the same to said Authority by deed dated November 6, 1998 and intended to be recorded concurrently herewith.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

DIMELING SENIOR RESIDENCE
ASSOCIATES L.P.

By:

[Signature] RAC, G.P.

This

6th

day of

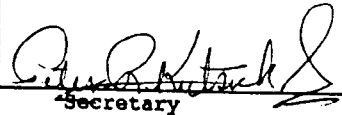
November, 1998

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

AND the said Grantor will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be signed by its President, and attested by its Secretary, the day and year first above written.

Attest:


Secretary

THE DOWNTOWN CLEARFIELD BUSINESS
DISTRICT AUTHORITY

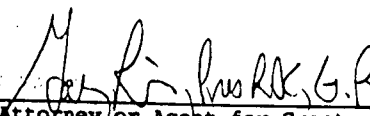
By 
Terry J. Malloy, President

CERTIFICATE OF RESIDENCE

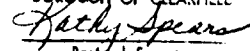
I hereby certify that the precise residence of the Grantee herein is as follows:

c/o The Regis Group
2 Bala Plaza, Suite 300
Bala Cynwyd, PA 19004

DEPARTMENT OF REVENUE
BUREAU OF TAXES
HARRISBURG, PA 17104


Attorney or Agent for Grantee

THIS DEED REGISTERED WITH
BOROUGH OF CLEARFIELD


Borough Secretary

VOL 1983 PAGE 324

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

SS:

On this, the 6th day of November, 1998, before me, the undersigned officer, personally appeared Terry J. Malloy, who acknowledged himself to be the President of THE DOWNTOWN CLEARFIELD BUSINESS DISTRICT AUTHORITY, the foregoing corporation, and that as such, he, being authorized by such Authority to do so, executed the foregoing deed for the purpose therein contained by signing his name thereon as such.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

My Commission Expires:

My Commission Expires
Monday, February, 2000

Karen L. Starck

RECORDER OF DEEDS

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

11-6-98
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:11 AM
BY *Karen L. Starck*
FEES 15.50
Karen L. Starck, Recorder

CHIEF OF RECORDS
I have verified this
SALES: 6.74
DATE 11/6/98

Entered of Record 11-6-1998 : 11:11 AM Karen L. Starck, Recorder

The Regis Group

340 N. 12th St • Suite 420
Philadelphia, PA 19107
Phone: 215.989.0040
FAX: 215.989.0051

January 4, 2001

Mr. Raj
OSSR Newsstand
10 N. 2nd Street
Clearfield, PA 16830

RE: Sewage Line

Dear Mr. Raj:

I am writing in response to your telephone call to me earlier this week, during which we discussed the sewage backup you are experiencing at the Newsstand. During that conversation, you asserted the following:

- The underground sewage line connecting your building to the Borough sewer system, located in Van Valzah Street, exits your property at the rear and passes through property belonging to the Dimeling Seniors Associates, LP.
- You have experienced sewage backups on two or three occasions during the course of the last year or so.
- You have asserted that construction activities which have taken place on the Dimeling property have caused the failure of your sewage line.
- You have engaged Bloom Electric and Plumbing in the past to clear the line, which they have accomplished successfully by the common procedure of "snaking" the line.
- You recently engaged Bloom Electric and Plumbing to clear the line, which I understand is currently blocked. Bloom attempted to clear the pipe, but

Received Time Jan. 5 12:14PM

Exhibit "C"

Mr. Raj
January 4, 2001
Page 2

encountered an obstruction which could not be breached by their equipment. Bloom advised you that correcting the problem may require excavating the pipe at a location beneath the newly paved parking lot behind the Dimeling. At my request, you directed Ken Learn, of Bloom, to contact me so that I could hear directly from him the nature of the problem and his proposed solution.

In response to your assertions, I offer the following:

- If, in fact, your sewer line passes through the Dimeling property, it does so without the benefit of any recorded easement and in violation of Dimeling Seniors Associates' legal property rights.
- Mr. Learn advised me that his company has been able to clear your sewage line in the past, as recently as the first week of November, at which time he extracted two or more dish rags, which were the cause of the blockage at that time.
- Although construction activities have, in fact, taken place during the course of the last twelve to eighteen months, once demolition of the annex was complete, this portion of the site remained open and in use as a parking lot. In fact, the annex building had a deep basement, which was retained and filled with demolition debris. No work was undertaken at a level below the basement floor. If your sewage line passed across the Dimeling property, it would have to be located at a depth below the annex basement floor, where no construction activities would have jeopardized it. Finally, the fact that your sewage line was running freely as recently as early November, when Bloom last cleared it by removing dishrags, indicates that the cause of the problem has nothing to do with our construction work.
- Mr. Learn advised me that there are no reliable records to indicate the exact location of your sewer line. In fact, it is possible the line passes beneath the neighboring jewelry store property, and does not breach the Dimeling property at all.

In summary, it remains unclear whether or not your sewer line is actually located beneath the Dimeling parking lot. What is clear is that you have no legal rights, recorded or otherwise, to cross the Dimeling property with your sewer line. Finally, failure of your sewer line has not been caused by construction work at the Dimeling, or any other activities conducted on that site by Dimeling Seniors Associates, Regis Development Corp., its subcontractors and/or its agents. For this reason, we are unwilling to permit any excavation on the Dimeling property.

At this time, we will not require removal or abandonment of your sewer line if, in fact, it does cross the Dimeling property. Nevertheless, this should not be construed as our granting an easement or any other right to breach the property. Perhaps your line can still be cleared by more conventional means, without resorting to excavation. In the

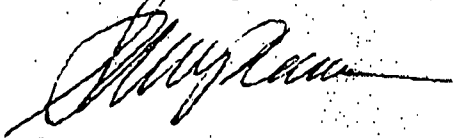
Mr. Raj
January 4, 2001
Page 3

alternative, you may consider installing a new line which exits your property on the 2nd Street side, and connects into the Borough sewer system from that location via the public right-of-way.

Please feel free to contact me with any comments or questions.

Very truly yours,

The Regis Group



Gary Reuben
Dir. of Design and Construction

cc: Greg Lingle, Borough Manager
Bob Ogden, Streets Commissioner
Terry Malloy, Downtown Clearfield Business District Authority

Law Offices
BELL, SILBERBLATT & WOOD

318 East Locust Street

P.O. Box 670

Clearfield, PA. 16830

e-mail: bswlaw@penn.com

Writer's Direct e-mail: chipbell@penn.com

RICHARD A. BELL
ANN B. WOOD
F. CORTEZ BELL, III

(814) 765-5537
FAX (814) 765-9730

PAUL SILBERBLATT 1954-1985
F. CORTEZ BELL, JR. 1954-1995 (Ret.)

OF COUNSEL
DANIEL C. BELL

January 5, 2001

Re: Rajendra J. Shah and Indira R.
Patel Property
Plot Map 216-23

Timothy E. Durant, Esquire
201 North Second Street
Clearfield, PA 16830

Dear Tim:

I have received a telephone call from Greg Lingle, the Clearfield Borough Manager, and James Kling, the Clearfield Borough Code Enforcement Officer, concerning a problem which apparently is existing as to that property set forth above in which there is currently located what is commonly referred to as the cigar store, a diner and rental units above. It is my understanding and to my knowledge earlier in the year there were some problems regarding sewage and it had been thought that those problems had been sufficiently corrected. Pursuant to notification which I became aware of today, there apparently is a major problem in regard to sewage in that at this point in time it appears that certain individuals are collecting and storing sewage from the premises in 55 gallon drums as well as there is water containing sewage located in the basement area of the premises. At this point in time, the Clearfield Borough Code Enforcement Officer has personally reviewed the situation and has issued a directive on behalf of Clearfield Borough that the situation must be resolved immediately otherwise Clearfield Borough will be in a position that not only must we enforce our current Ordinances dealing with sewage, public health and safety and sanitation but the matter would have to be reported to the Pennsylvania Department of Health. Obviously should any of those acts occur it would seem readily apparent that at the bare minimum the restaurant would be closed perhaps extending to the cigar store and the occupants of the apartments located above certainly would be in a position that they would be forced to seek other accommodations until such point in time as the situation has been remedied.

Received Time Jan. 5. 3:30PM

Exhibit "D"

January 5, 2001

Re: Rajendra J. Shah and Indira R.
Patel Property
Plot Map 216-23

Page 2

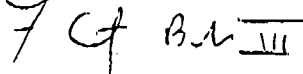
We have at the Borough separately received a faxed copy of a letter directed to your clients by the Regis Group (the occupier of the former Dimeling Building) setting forth their position with regard to this matter. Clearfield Borough certainly is willing to work with your client in the appropriate resolution of this issue however, I must stress that immediate action must be taken in order to address the situation satisfactorily or the Borough will be forced to pursue not only our obligation to enforce our Ordinances but also notify the Pennsylvania Department of Health which will independently act pursuant to their regulations in order to seek and enforce some resolution. The Borough wishes to attempt to resolve this matter without causing the shut down of any businesses or the evacuation of any of the apartments but continued failure to address the situation certainly would force both the Borough's and the Department of Health's hand in this matter.

Could you please give this matter your prompt attention. If you would need anything further by way of the Borough please feel free to contact myself or any of the Borough officials named above.

Very truly yours,

BELL, SILBERBLATT & WOOD

By,


F. Cortez Bell, III, Esquire

FCBIII/day

cc: Greg Lingle, Borough Manager
James Kling, Code Enforcement Officer

FILED

JAN 08 2001

11:40 / cth

William A. Shaw
Prothonotary

Durant PD

\$60.00

4cc cth

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RAJENDRA J. SHAH
INDIRA R. PATEL, husband and
wife

Plaintiffs

vs.

THE REGIS GROUP and
DIMELING SENIORS ASSOCIATES,
LP.

Defendants

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NO. 01-31

FILED

JAN 08 2001

William A. Shaw
Prothonotary

O R D E R

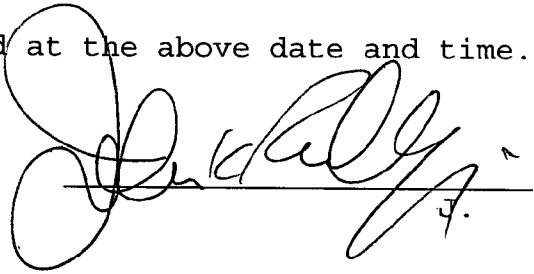
AND NOW, this 8th day of January, 2001, upon consideration of the plaintiffs' petition for injunctive relief and the Court having, determined (1) that the plaintiffs will suffer irreparable harm if the requested relief is not granted immediately without notice and a hearing; (2) that plaintiffs do not have an adequate remedy at law; and (3) that greater injury would be inflicted upon plaintiffs by a denial of temporary injunctive relief than will be inflicted upon defendants by the granting of such relief; it is hereby ORDERED that Defendants are enjoined from: prohibiting the repair and replacement of the sewage lines of plaintiffs as set out in their petition and plaintiffs are thereafter required to replace the pavement of defendants at plaintiffs' expense while plaintiffs' obligation hereunder shall not prejudice such rights of action as they may have to proceed against any parties responsible for their loss.

A hearing pertaining to the continuance of this preliminary injunction will be held on the 10 day of Jan, 2001 at 2:00 p.m., in Courtroom 1, of the Clearfield County

Courthouse, Clearfield, Pennsylvania, pursuant to Pa. R.C.P. No. 1531(d).

A rule is entered upon defendants to show cause at the above date and time why this preliminary injunction should not be continued.

This court requires bond to be posted by plaintiffs in the amount of \$300.00. The necessity for any continuation of bond and terms thereof shall be determined at the above date and time.

A handwritten signature in cursive script, appearing to be "J. J. J.", is written over a horizontal line. The signature is fluid and stylized, with the initials "J. J." being prominent.

FILED

JAN 08 2001

W.A. Shaw
William A. Shaw
Prothonotary
Durant

William A. Shaw
Prothonotary

FILED

JAN 08 2001

0/4:00/MS

William A. Shaw
Prothonotary

(Ems)

2 CENTS TO ATTY PLUS PD. 300.- CASE
9.1
BY ATTY
Dunbar

Date: 01/08/2001

Clearfield County Court of Common Pleas

NO. 1816380

Time: 04:52 PM

Receipt

Received of: Durant, Timothy \$ 300.00

Three Hundred and 00/100 Dollars

Case: 2001-00031-CD

Plaintiff: Shah, Rajendra

Cash bond: 300.00

Payment Method: Cash

Amount Tendered: 300.00

Clerk: BILLSHAW

William A. Shaw, Prothonotary/Clerk of Courts

By: _____
Deputy Clerk

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RAJENDRA J. SHAH	*	
INDIRA R. PATEL, husband and	*	
wife	*	
Plaintiffs	*	
vs.	*	NO. 01-31-CD
	*	
THE REGIS GROUP and	*	
DIMELING SENIORS ASSOCIATES, LP.	*	
Defendants	*	

BOND IN CONNECTION WITH PRELIMINARY INJUNCTION

AND NOW, this 8th day of January, 2001, KNOW ALL MEN BY THESE PRESENTS, THAT WE, RAJENDRA J. SHAH and INDIRA R. PATEL plaintiffs are held and firmly bound unto the Commonwealth of Pennsylvania in the sum of \$300.00 paid in legal tender to the Prothonotary; to which payment, well and truly made, we bind ourselves, our and each of our heirs, executors, and administrators, firmly by these presents.

WHEREAS, plaintiffs filed a complaint in equity in the Court of Common Pleas for the County of Clearfield, to No. 01-31-CD against defendants, requesting, inter alia, an injunction to restrain the defendants as therein particularly set forth, which said injunction was duly granted by the said Court on the entering of the security in the above-mentioned sum.

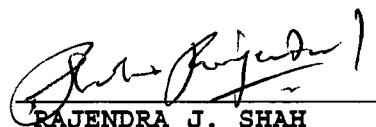
NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, THAT if the injunction is dissolved because improperly granted, or for failure to hold a hearing, the plaintiff shall pay to any person injured all damages sustained by reason of granting the injunction and all legally taxable costs and fees, this obligation then to be void; otherwise it is to remain in full force and effect.

FILED

JAN 09 2001

William A. Shaw
Prothonotary

3 cert to ATT

 (SEAL)
RAJENDRA J. SHAH

 (SEAL)
INDIRA R. PATEL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RAJENDRA J. SHAH and
INDIRA R. PATEL, husband
and wife

Plaintiffs

vs.

THE REGIS GROUP and
DIMELING SENIOR RESIDENCE
ASSOCIATES, L.P.

Defendants

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NO. 01-31-CD

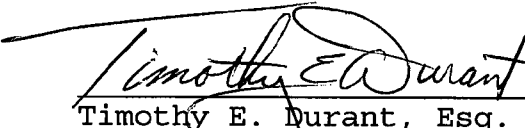
TO THE PROTHONOTARY:

PRAECIPE TO CORRECT THE CAPTION

KINDLY correct the caption in the above case and for all purposes to read as indicated above.

The original documents incorrectly identified one of the defendants as "DIMELING SENIORS ASSOCIATES, LP." when the name in fact should have been typed as set out above. Please correct all your entries and court records to reflect the name as set out in this Praecipe.

January 10, 2001

 (SEAL)
Timothy E. Durant, Esq.
Attorney for Plaintiffs

FILED

JAN 10 2001

William A. Shaw
Prothonotary

FILED

JAN 10 2001
09:18/3cc
William A. Shaw
Prothonotary

Ed Durant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RAJENDRA J. SHAH and
INDIRA R. PATEL, husband
and wife

Plaintiffs

vs.

THE REGIS GROUP and
DIMELING SENIOR RESIDENCE
ASSOCIATES, L.P.

Defendants

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NO. 01-31-CD

ORDER CONTINUING PRELIMINARY INJUNCTION UNTIL
FURTHER REQUEST BY ANY PARTY

NOW THIS 10th day of January, 2001 this being the date and time set to determine the continuance of the Preliminary Injunction entered in this matter on January 8, 2001 and the defendants having failed to appear but upon representation by counsel for Plaintiffs that defendants and plaintiffs have agreed to continue the hearing in this matter until further request by any party and that further they have agreed to let the repairs proceed in a mutually agreeable fashion with the details yet to be worked out.

The court is satisfied that legal tender has been posted as required by Plaintiffs with the Prothonotary.

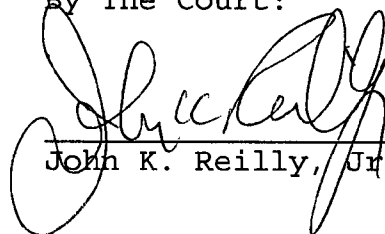
It is therefore the order of this court that a hearing on this matter is continued indefinitely and until further request for same by any party hereto. It is the further order of this court that the preliminary injunction entered on January 8, 2001 shall continue until further order of this court.

FILED

JAN 10 2001

William A. Shaw
Prothonotary

By The Court:


John K. Reilly, Jr. P. J.

T H E
R E G I S
G R O U P

January 9, 2001

Timothy Durant, esq.
201 North Second Street
Clearfield, PA 16830

Re: Clfd Co. No. 2001-31-CD

Dear Mr. Durant:

As discussed, we are willing to cooperate to alleviate your emergency sewer situation at your client's building. Provided you can supply adequate security to our property (legally and financially) with respect to but not limited to: indemnification, insurance, government inspections, timely completion of the work and restoration of the property, we will allow you to proceed with your sewer repair. This is not to imply the existence or granting of any easement. Furthermore, your client agrees to bear all such financial burden for this work.

You will file a continuance in this matter and provide us with an agreement with respect to these matters. Please copy or call our attorney, Mel Staffin, at (610) 941-5300 phone and (610) 941-1060 fax.

You may reach me at (215) at 989-0040 and (215) 989-0051 fax.

Sincerely,


Gary Reisner

SENT VIA FAX

Cc: Mel Staffin, esq.

FILED

JAN 10 2001

012:17/3cc ath
William A. Shaw
Prothonotary

E/ps

Duart

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RAJENDRA J. SHAH
INDIRA R. PATEL, husband and
wife
Plaintiffs

vs.

THE REGIS GROUP and
DIMELING SENIORS ASSOCIATES,
LP.
Defendants

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NO. 01-31-CD

CERTIFICATE OF SERVICE

Code: Civil

Filed on behalf of:
RAJENDRA J. SHAH
INDIRA R. PATEL

COUNSEL OF RECORD FOR
THIS PARTY:

TIMOTHY E. DURANT, ESQ.
Pa. I. D. No. 21352
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

FILED

JAN 17 2001
01:25:56 / ug
William A. Shaw
Prothonotary
No c/c *ESL*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RAJENDRA J. SHAH
INDIRA R. PATEL, husband and
wife
Plaintiffs

vs.

THE REGIS GROUP and
DIMELING SENIORS ASSOCIATES,
LP.
Defendants

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NO. 01-31-CD

AFFIDAVIT AND CERTIFICATION OF SERVICE

MICHAEL LUONGO, certifies that on January 17, 2001, he did via fax, send a true and correct copy of the Bond in Connection With Preliminary Injunction and Order Continuing Preliminary Injunction Until Further Request By Any Party. The said documents were sent to Mel Staffin, Esquire, attorney for Defendants to fax number (610) 941-1060. The fax transmission sheet is attached hereto.

Affiant understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


Michael Luongo

Dated: January 17, 2001

* * * Transmission Result Report (MemoryTX) (Jan.17. 2001 1:14PM) * * *
Timothy E Durant Esq

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
3577 Memory TX	16109411060	P. 3	OK	

Reason for error
E.1) Hang up or line fail
E.3) No answer
E.2) Busy
E.4) No facsimile connection

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone (at the number shown above) and return the original message to us by mail. We will reimburse you for your telephone call and your postage expense. Thank you.

PLEASE NOTE

REFERENCE: 3444/Patel vs. Kapsner & Dimanding

FROM: TIM DURANT
FAX NO. (610)-944-1060
TO: M&L STAFFIN
DATE: 1-17-01
PAGES: 3 (including this sheet)

201 NORTH SECOND STREET
CLEVELAND, PENNSYLVANIA 14900
TELEPHONE (814) 765-1711
FAX (814) 765-9596

Attorney at Law

TIMOTHY E. DURANT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RAJENDRA J. SHAH
INDIRA R. PATEL, husband and
wife
Plaintiffs

vs.

THE REGIS GROUP and
DIMELING SENIORS ASSOCIATES,
LP.
Defendants

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NO. 01-31-CD

CERTIFICATE OF SERVICE

Code: Civil

Filed on behalf of:
RAJENDRA J. SHAH
INDIRA R. PATEL

COUNSEL OF RECORD FOR
THIS PARTY:

TIMOTHY E. DURANT, ESQ.
Pa. I. D. No. 21352
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

FILED

JAN 17 2001
6/2:56/uc
William A. Shaw
Prothonotary

No C/C. E
12/15

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RAJENDRA J. SHAH	*	
INDIRA R. PATEL, husband and	*	
wife	*	
Plaintiffs	*	
vs.	*	NO. 01-31-CD
THE REGIS GROUP and	*	
DIMELING SENIORS ASSOCIATES,	*	
LP.	*	
Defendants	*	

CERTIFICATE OF SERVICE

I, Michael Luongo, verify that on January 9, 2001, I did deposit in the United States mail a true and correct copy of the Preliminary Injunction, certified mail, return receipt requested with a certified mail number of 700 0600 0023 1117 2905. The Preliminary Injunction was sent to defendant, **GARY REUBEN**, Director of Design and Construction for Defendant, The Regis Group at his business address which is 340 north 12th Street, Suite 420, Philadelphia, PA 19107. Said mailing was received January 11, 2001 by Defendant. The original receipt is attached hereto.

I understand that false statements herein are made subject to the penalties of 18 PA. C.S. §4904, relating to unsworn falsification to authorities.



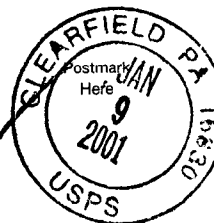
Michael Luongo

Dated: 1/17/01

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:
 Gary Reuben, Dir. of Design & Construction

Postage	\$ 2.02
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.42



Name (Please Print Clearly) (to be completed by mailer)
 The Regis Group
 Street, Apt. No., or P.O. Box No.
 340 N 12th St. Suite 420
 City, State, ZIP+4
 Philadelphia Pa 19107
 PS Form 3800, July 1999

7000 0600 0023 1117 2905

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Gary Reuben, Dir. of Design &
 Construction
 The Regis Group
 340 N. 12th Street, Suite 420
 Philadelphia, PA 19107

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature 1-11-01
 X ☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
 7000 0600 0023 1117 2905

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RAJENDRA J. SHAH
INDIRA R. PATEL, husband and
wife
Plaintiffs

vs.

THE REGIS GROUP and
DIMELING SENIORS ASSOCIATES,
LP.
Defendants

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No. 01-31-CD

MOTION TO DISCONTINUE
AND END

Code: Civil

Filed on behalf of:
RAJENDRA J. SHAH
INDIRA R. PATEL


COUNSEL OF RECORD FOR THIS
PARTY:

TIMOTHY E. DURANT, ESQ.
Pa. I. D. No. 21352
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

Opposing Counsel

NO ENTRY OF APPEARANCE FILED

FILED

MAR 06 2001
0/4:00/12
William A. Shaw
Prothonotary
3 cfr to Arts


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RAJENDRA J. SHAH
INDIRA R. PATEL, husband and
wife
Plaintiffs

vs.

THE REGIS GROUP and
DIMELING SENIORS ASSOCIATES,
LP.
Defendants

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NO. 01-31-CD


TO THE HONORABLE JUDGE:

MOTION TO DISCONTINUE AND END ACTION

Plaintiffs hereby move this court to Discontinue and End the
above captioned action for the following reasons:

1. No counsel has entered their appearance for Defendants.
2. The matter has been resolved to the satisfaction of
Plaintiffs.
3. Their remains no need for continuation of the Prelimi-
nary Injunction issued in this matter.
4. Petitioners desire to have the cash bond filed in this
matter returned to them by way of refund to Timothy E. Durant as
attorney for Plaintiffs.

WHEREFORE Plaintiffs pray this court to Discontinue and End
this matter, dissolve the injunction and return the cash bond filed
by them with the Prothonotary to Timothy E. Durant, as Attorney for
Plaintiffs.

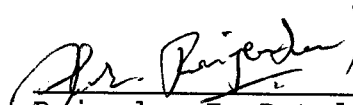

Timothy E. Durant, Attorney
for Plaintiffs

Dated: March 5, 2001

VERIFICATION

We, RAJENDRA J. SHAH and INDIRA R. PATEL, verify that the statements made in this Motion are true and correct to the best of our knowledge, information and belief. Plaintiffs understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Dated: Marc 6, 2001


Rajendra J. Patel

Dated: Marc 6, 2001


Indira R. Patel

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RAJENDRA J. SHAH
INDIRA R. PATEL, husband and
wife

Plaintiffs

vs.

THE REGIS GROUP and
DIMELING SENIORS ASSOCIATES,
LP.

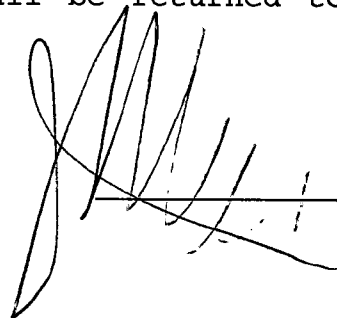
Defendants

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NO. 01-31-CD

O R D E R

AND NOW, this 7th day of March, 2001, upon
consideration of the plaintiffs' motion to discontinue and end the
above captioned matter and release the bond filed heretofore, it is
the Order of this Court that this matter shall forthwith be marked
discontinued and ended by the Prothonotary and the cash funds
posted as bond in this matter shall be returned to Timothy E.
Durant as counsel for Plaintiffs.


J.

FILED

MAR 08 2001

0/9:00/vas

William A. Shaw
Prothonotary

3 CFM to ATT

w/300. - CK

Clearfield County Court of Common Pleas

NO. 0005269

DISBURSEMENT

Thursday, March 08, 2001

Paid to: Durant, Timothy

\$300.00

Three Hundred and 00/100 Dollars

Case: 2001-00031-CD

Plaintiff: Shah, Rajendra J.

For: Bond Refund

300.00 William A. Shaw, Prothonotary/Clerk of Courts

By: 

Deputy Clerk

Clerk: BILLSHAW

NOT NEGOTIABLE

CLEARFIELD COUNTY PROTHONOTARY 7-83

1133

ALLEN D. BIETZ
ESCROW ACCOUNT
P.O. BOX 549
CLEARFIELD, PA 16830

60-629/313

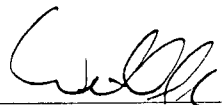
MARCH 8, 19 2001

PAY
TO THE
ORDER OF TIMOTHY DURANT

\$ 300. -

THREE HUNDRED AND NO/100 DOLLARSMain Office
11 North 2nd Street
Clearfield, PA 16830

IMMA

FOR 2001-31-CD RETURN OF BOND POSTED

⑆031306294⑆ 1 2 26577 2⑈ 1133