

01-666-CD  
J. A. McMAHON, INC. -vs- DUBOIS REALTY PARTNERS, L.P. et al

01-666-CD

NO-LIEN AGREEMENT

THIS AGREEMENT, made this 15<sup>th</sup> day of FEBRUARY, 2001, by and between J.A. McNamara, Inc. (hereinafter designated as "CONTRACTOR"), and DUBOIS REALTY PARTNERS, L.P., a Pennsylvania Limited Partnership represented by MICHAEL JOSEPH DEVELOPMENT CORPORATION, 2500 Brooktree Road, Suite 300, Wexford, PA 15090 (hereinafter designated as "OWNER").

That by a certain contract, dated as of the 15<sup>th</sup> day of FEBRUARY, 2001, by and between CONTRACTOR AND OWNER in consideration of the covenants to be performed and payments to be made by or on account of OWNER, CONTRACTOR, did covenant and agree to furnish all labor, superintendence, management, equipment, tools, devices, accessories, and materials to perform all work necessary to complete in the most substantial manner, and to the satisfaction and acceptance of OWNER, the Structural and Miscellaneous Steel - Work described in Bid Package # 2 dated December 18, 2000, at the site located at Route 255 and Shaffer Road, Sandy Township, Commonwealth of Pennsylvania (the "Project") pursuant to plans and specifications prepared by The Gateway Engineers, Inc. outlining improvements to a certain piece of property situated at Route 255 and Shaffer Road, Sandy Township, Clearfield County, Pennsylvania, as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Property").

NOW THEREFORE, the CONTRACTOR, in consideration of the sum of One Dollar (\$1.00), the sufficiency and receipt of which are herein acknowledged, and in consideration of the covenants and provisions contained in said Contract, does hereby covenant, stipulate, and agree as follows:

That there shall be no lien or right to file a lien against the structures or improvements contracted for in the above-recited Contractor, or any part or parts thereof, or upon the Property, 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, or other subsequently awarded contracts for other work, on the Project; and that no such liens or claims 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 prime contractors, any subcontractors, materialmen, or other persons related or incidental to the performance of the work embraced in said Contract, or in any way related to the Project.

It is the full intent of the CONTRACTOR, for itself and its successors and assigns, and for any prime contractors, any subcontractors and/or materialmen claiming themselves under this Contract or any separate prime contract or subcontract with a prime contractor, or by, through or under the Contract, that the right to file a mechanics' lien under the provisions of the Mechanics' Lien Law of 1963, for work done or materials furnished in and about the erection, construction, superintendence or repairs of the building and improvements for the above described Project, is hereby waived. Contractor shall provide all prime contractors, subcontractors, and materialmen with a copy of this Agreement prior to the time the prime contractors, subcontractor, or materialman furnish any labor or material to or for the Project and shall provide written proof to the Owner that a copy of the Agreement was received by each prime contractor, subcontractor, and materialman prior to furnishing any labor or material.

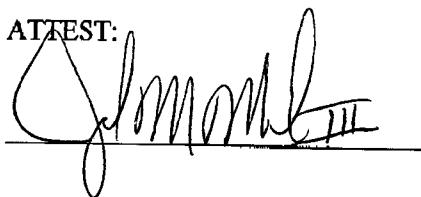
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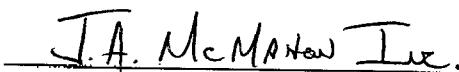
William A. Shaw  
ProthonotaryInnovative  
Construction Services

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties to those presents have hereunto set their hands and seals, the day and year first written above.

ATTEST:



Contractor:



By: Sue McMahon  
Name: SUE MCMAHON  
Title: PRESIDENT  
Date: 3/13/01

ATTEST:



Owner: DuBois Realty Partners, L.P.



By: Michael Joseph Acquisition  
Corporation  
Name: Guy J. D. Rizzo  
Title: V.P. Michael Joseph Acquisition  
Corporation, General Partner  
Date: 4-30-01

**Lawyers Title  
Insurance Corporation**  
A LANDAMERICA COMPANY  
NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

**EXHIBIT A**

ALL that certain piece, parcel or lot of land situate in the Township of Sandy, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a  $\frac{3}{4}$ " rebar at the southwest corner of a parcel of land to be conveyed by Catherine Nedza and Nedza Real Estate Development Corporation to DuBois Realty Partners, L.P. on the northern line of a 16 foot unopened alley as shown on the Harriet Bogle Plan of Lots and surveyed by George Kirk C.E. in 1916; said rebar being N 74° 15' 46" W, 694.45 feet from a  $\frac{3}{4}$ " rebar set at the intersection of the rights-of-way of said unopened alley and Shaffer Road;

Thence by the northern line of the 16 foot unopened alley N 74° 15' 46" W, 1021.21 feet to a  $\frac{3}{4}$ " rebar set at the southeast corner of land of Ida Mae Lockhart and Alberta G. Larson;

Thence by the line of lands of Lockhart and Larson the following courses and distances: N 15° 44' 14" E, 150.00 feet to a 1" rebar;

Thence N 74° 15' 29" W, 200.00 feet to a 1" rebar;

Thence S 15° 44' 14" W, 150.00 feet to a  $\frac{3}{4}$ " rebar set on the northern line of an unopened 16 foot alley;

Thence by the northern line of the 16 foot unopened alley N 74° 15' 46" W, 124.17 feet to a  $\frac{3}{4}$ " rebar set at the southwest corner of this parcel;

Thence by a line through lands of the Nedza Real Estate Development Corporation N 16° 05' 56" E, 758.96 feet to a  $\frac{3}{4}$ " iron pin;

Thence continuing by a line through land of the Nedza Real Estate Development Corporation and Catherine Nedza S 74° 21' 30" E, 1365.50 feet to a  $\frac{3}{4}$ " rebar at the northeast corner of this parcel and at the northwest corner of a parcel of land to be conveyed by Nedza Real Estate Development Corporation to Lowe's Home Centers, Inc.

Thence by the eastern line of this parcel and the western line of the parcel of land intended to be conveyed by the Nedza Real Estate Development Corporation and Catherine Nedza the following courses and distances:

(continued)

**Lawyers Title  
Insurance Corporation**  
A LANDAMERICA COMPANY  
NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

**EXHIBIT A (continued)**

Thence S 16° 04' 09" W, 406.81 feet to a point;

Thence S 54° 25' 38" W, 33.03 feet to a point;

Thence S 16° 04' 09" W, 328.66 feet to a  $\frac{1}{4}$ " rebar set on the northern line of a 16 foot unopened alley and the place of beginning.

Said parcel of land containing 22.94 acres of land.

**EXCEPTING AND RESERVING** therefrom all coal, iron ore, fireclay, limestone, oil, gas and other minerals.

BEING part of the same premises which were conveyed to George Nedza and Catherine Nedza, husband and wife, by deed of George Nedza and Catherine Nedza, his wife, dated April 5, 1952 and recorded on April 7, 1952 in the Clearfield County Deed Book 420, page 217, and also being that portion of land reserved by Catherine Nedza from land conveyed to Nedza Real Estate Development Corporation by deed dated February 22, 1990 and recorded in Clearfield County Deed and Records Book 1327, page 491.

**Termination of Easements:** Grantors terminate all easements and utility services crossing the property conveyed herein and recognize no utility service shall exist hereafter to Grantor's property to the North and West of the property conveyed herein.

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\$20.00 - Hopkins  
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CC - 1 Hopkins  
William A. Shaw  
Prothonotary