

02-1119-CD
GVH (DUBOIS), L.P. -vs- SCHARER CONTRACTING COMPANY, INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GVH (DUBOIS), L.P.

Owner,

vs.

SCHAERER CONTRACTING COMPANY, INC.

Contractor.

SCHAERER CONTRACTING COMPANY, INC.,

Contractor

vs.

GVH (DUBOIS), L.P.

Owner

CIVIL DIVISION

Case Number: 02-1119-00

Type of Pleading:

NO LIEN AGREEMENT

Code and Classification:

Filed on Behalf of:
Owner

Counsel of Record:
Robert Murphy, Esquire
Pa. I.D. #30772

CERTIFICATION OF LOCATION

I hereby certify that the location
of the Real Estate is in
Sandy Township, Clearfield County
Pennsylvania.

By: _____

PAPERICK & GEFSKY
Firm #216
4268 Northern Pike
Monroeville, PA 15146

(412) 373-2212

FILED

JUL 19 2002
m/11371 atty murphy
William A. Shaw
Prothonotary
20.00
1000

NO LIEN AGREEMENT

THIS AGREEMENT made this 18th day of July, 2002, by and between
GVH (Dubois), L.P., hereinafter referred to as "Owner",

A
N
D

Schaerer Contracting Company, Inc., hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, Owner and Contractor have entered into a contract (the "Agreement") pursuant to which Contractor has agreed to provide certain labor and materials in connection with the construction of a Eckerd Store #6210R (the "Improvements") upon a tract of land situated in Sandy Township, Clearfield County, Pennsylvania (the "Premises"), as more fully described in Exhibit "A" attached hereto; and,

WHEREAS, the parties hereto have agreed to execute this No Lien Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Agreement and intending to be legally bound hereby, Contractor, for itself, its successors and assigns, and all subcontractors, materialmen, laborers and other parties acting through or under it or them, does hereby covenant, promise and agree that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the Improvements or the Premises or any part or parts thereof or the appurtenances thereto, by Contractor or by any subcontractor, materialmen, laborers or others for work done or for any tools, equipment, materials, supervision or other services furnished under the Agreement or any subcontract and any supplements thereto, written or oral, or by any other party acting through or under them, or any of them, for and about the Improvements, the Premises or any parts thereof, or on credit thereof.

AND this No Lien Agreement shall be an independent covenant and shall operate and be effective as well with respect to work done and materials and services furnished under any supplemental contract for extra work in connection with the construction of the Improvements as to any work and labor done and materials furnished under the Agreement.

AND, in order to give the Owner full power and authority to protect itself and the Improvements and the Premises against any and all claims filed by Contractor, or by any subcontractor, laborer, materialman or anyone acting under or through Contractor in violation of the foregoing covenant, Contractor, for itself, its successors and assigns, and all such persons, hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to appear for it, them, or any of them, in any such Court as attorney for it or them, and in his, its or their name, mark satisfied of record at the cost and expense of Contractor or of any such subcontractor, laborer or materialmen, any mechanic's lien, claim or judgment thereon entered by any such Contractor, subcontractor, laborer or materialmen, or in its or their names against the Improvements or the Premises or any parts thereof, and for such act or acts this shall be good and sufficient warrant and authority and a reference to the Court and to the docket in which and where this Agreement shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor, for itself and all subcontractors, laborers and materialmen, does hereby release all errors and defects whatsoever in the entry of any such satisfaction or the exercise of the authority hereby conferred.

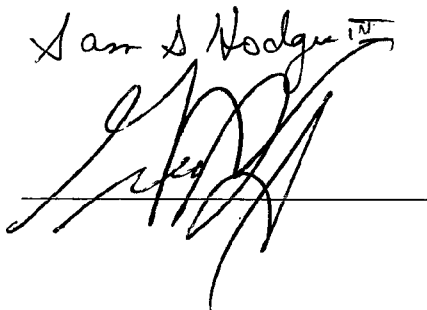
It is the full intent of Contractor, for itself and for any subcontractors, laborers or materialmen claiming for themselves, or by, through or under the said Contractor or Contract, that the right to file a mechanics' lien under the provisions of the Acts of Assembly for work done or material furnished on the Premises is hereby waived.

This No Lien Agreement will be filed in the Office of the Prothonotary of Clearfield County, pursuant to the provisions of the Act of August 24, 1963, P.L. 1175, No. 497, as supplemented and amended.

WITNESS the due execution hereof this 18th day of July, 2002.

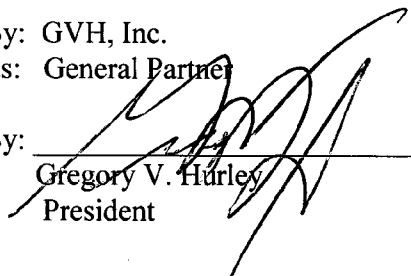
OWNER:

WITNESS/ATTEST:

Sam S. Nodgett


GVH (Dubois), L.P.
a Tennessee Limited Partnership

By: GVH, Inc.
Its: General Partner

By:  (SEAL)
Gregory V. Hurley
President

WITNESS/ATTEST:

Shirley Puett


CONTRACTOR

Schaerer Contracting Company, Inc.

By:  (SEAL)

Name:

Title:

BURT SCHAEFER

PRINCIPAL

EXHIBIT "A"

LEGAL DESCRIPTION

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

BEGINNING at a existing rebar, said rebar being along the northern right-of-way for S.R. 255 (30-foot R/W) and also being the southwest corner of lands now or formerly of Thomas E. and Frances J. Vargas (Deed Book 535 Page 63, Parcel 12 on Clearfield County Assessment Map 128-C3-653) and the southeast corner of the herein described parcel;

THENCE, N 74 Degrees 27 Minutes 58 Seconds W along the northern right-of-way for S.R. 255 a distance of 251.15 feet to a existing rebar, said rebar being the PC of a curve to the right;

THENCE, along the northern right-of-way for S.R. 255 and along the eastern right-of-way for Commons Drive (50-foot R/W) by a curve to the right, said curve having a radius of 50.00 feet and an arc length of 78.54 feet, said arc having a chord bearing of N 29 Degrees 27 Minutes 58 Seconds W and a chord distance of 70.71 feet, to a existing rebar, said rebar being the PT of said curve;

THENCE, N 15 Degrees 32 Minutes 02 Seconds E along the eastern right-of-way for Commons Drive a distance of 44.44 feet to a existing rebar, said rebar being the PC of a curve to the right;

THENCE, along the eastern right-of-way for Commons Drive by a curve to the right, said curve having a radius of 225.00 feet and an arc length of 73.26 feet, said arc having a chord

bearing of N 24 Degrees 51 Minutes 41 Seconds E and a chord distance of 72.93 feet, to a existing rebar, said rebar being the PT of said curve;

THENCE, N 34 Degrees 11 Minutes 19 Seconds E along the eastern right-of-way for Commons Drive a distance of 39.92 feet to a existing rebar, said rebar being the PC of a curve to the left;

THENCE, along the eastern right-of-way for Commons Drive by a curve to the left, said curve having a radius of 275.00 feet and an arc length of 55.80 feet, said arc having a chord bearing of N 28 Degrees 22 Minutes 32 Seconds E and a chord distance of 55.71 feet, to a existing rebar, said rebar being along the southern right-of-way for an unopened 12-foot alley and also being the northwest corner of the herein described parcel;

THENCE, S 77 Degrees 49 Minutes 25 Seconds E along said unopened alley a distance of 264.25 feet to a existing rebar, said rebar being the northwest corner of the aforementioned lands now or formerly of Thomas E. and Frances J. Vargas and the northeast corner of the herein described parcel;

THENCE, S 15 Degrees 27 Minutes 08 Seconds W along said lands of Vargas a distance of 274.02 feet to a existing rebar, the point of beginning.

CONTAINING 76,625.57 square feet or 1.76 acres.