

03-794-CD

BRACKENRIDGE CONST. CO. vs. ASSOCIATES OF PHILLIPSBURG, L.

CLEARFIELD
IN THE COURT OF COMMON PLEAS OF ~~HUNTINGTON~~ COUNTY,
PENNSYLVANIA

Brackenridge Construction Co., Inc.

Contractor/Plaintiff

vs.

Associates of Philipsburg, L.P.

Owner/Defendant,

No. 03-794-CJ

NO-LIEN AGREEMENT

Filed on Behalf of Owner

Counsel of Record for this Party:

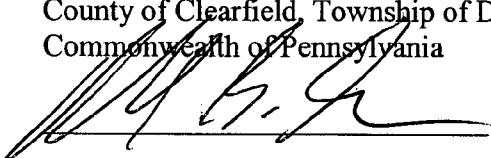
Alan B. Gordon, Esquire
PA I.D. No. 46613

McGuireWoods, LLP
625 Liberty Avenue, 23rd Floor
Dominion Tower
Pittsburgh, PA 15222
(412) 667-6000

Firm No. 363

CERTIFICATE OF LOCATION

I, Alan B. Gordon, hereby certify that the location of the property affected by this No-Lien Agreement is located in the County of Clearfield, Township of Decatur, Commonwealth of Pennsylvania



FILED

MAY 30 2003

William A. Shaw
Prothonotary

NO-LIEN AGREEMENT

THIS AGREEMENT is made and entered into the 28th day of May, 2003, by and between Associates of Philipsburg, L.P. ("Owner") and Brackenridge Construction Co., Inc. ("Contractor").

WHEREAS, Contractor and Owner have entered into that certain Contract for construction dated as of May ___, 2003 for the renovation and improvement of real property (the "Property") located as designated hereinbelow.

NOW, THEREFORE, intending to be legally bound hereby, Contractor, for itself, its successors and assigns, and all subcontractors, suppliers, materialmen, and other parties acting through or under it or them, does hereby covenant, promise and specifically agree that no mechanics' lien or claim or materialmen's lien or other lien or claim of any kind whatsoever shall be filed, enforced or maintained against the Owner or the Property, by Contractor or by any subcontractors, suppliers, materialmen, laborers or others, for work done or for any tools, equipment, materials or supervision or other services furnished under any construction, drilling, or supply contract or any subcontract and supplements thereto, written or oral, or by any other party acting through or under them, or any of them, for and about the Property or any parts thereof, or on credit thereof.

It is the express intent of the Contractor, for itself and on behalf of any subcontractors or materialmen claiming by, through, or under any of them or under the Contract, that the right to file a mechanics' lien or materialmen's lien under the laws of this Commonwealth for work done or materials furnished in or about the Property, is hereby waived.

The Property affected by this No-Lien Agreement is described on Exhibit A attached hereto and made a part hereof.

WITNESS the due execution hereof as of the date first set forth above.

WITNESS:

gwh

CONTRACTOR:

BRACKENRIDGE CONSTRUCTION CO., INC.

By: Bruce C Forsyth
Name: BRUCE C FORSYTH
Title: CFO

WITNESS:

Kimberly A Bisci

OWNER:

ASSOCIATES OF PHILIPSBURG LP

By: Robert S Lippy
Name: Robert S Lippy
Title: Vice President

EXHIBIT A
Legal Description

Parcel "B" - AMES Plaza of Philipsburg

ALL THAT CERTAIN tract of land situate in the Township of Decatur, County of Clearfield and Commonwealth of Pennsylvania, bounded and described in accordance with a "Map Showing Property to Be Conveyed By Hurwitz Bros. to Stagg of Philipsburg, Inc.," dated October 29, 1971, prepared by Bernard Lucas Associates, Civil and Mining Engineers, Philipsburg, Pennsylvania, as follows, to wit:

BEGINNING at an iron pipe corner on the Southern right of way line of State Highway Route Number 322 and on the Eastern right of way line of Township Road Number T-138; thence along the Southern right of way line of State Highway Route Number 322, South 58 degrees 00 minutes East a distance of 309.90 feet to an iron pipe corner on line of the Philipsburg Coal and Land Company; thence along line of the Philipsburg Coal and Land Company, South 17 degrees 30 minutes West a distance of 878.35 feet to an iron pipe corner on line of other lands of Hurwitz Bros.; thence along line of other lands of Hurwitz Bros., North 61 degrees 40 minutes West a distance of 481.50 feet to an iron pipe corner on the aforementioned Eastern right of way line of Township Road Number T-138; thence along the Eastern right of way line of Township Road Number T-138, North 30 degrees 46 minutes East a distance of 300.00 feet to an iron pipe corner; thence still by same, North 30 degrees 32 minutes East a distance of 100.00 feet to an iron pipe corner; thence still by same, North 30 degrees 25 minutes East a distance of 83.00 feet to an iron pipe corner; thence still by same, North 29 degrees 37 minutes East a distance of 100.00 feet to an iron pipe corner; thence still by same, North 24 degrees 48 minutes East a distance of 300.00 feet to an iron pipe corner, the place of BEGINNING.

CONTAINING 7.62 acres, consisting of two (2) contiguous parcels of land: the first containing 2.88 acres and the second containing 4.74 acres, as shown on the aforesaid Map prepared by Bernard Lucas Associates.

EXCEPTING AND RESERVING the following piece or parcel of ground:

BEGINNING at a point, said point being South 5° 58' West a distance of 60.0 feet from an iron pin corner which is the north-western corner of the above described tract; thence South 59° 10' East a distance of 82.0 feet to a point; thence South 30° 50' West a distance of 39.5 feet to a point; thence North 59° 10' West a distance of 82.0 feet to a point; thence North 30° 50' East a distance of 39.5 feet to a point, the place of beginning.

FILED NO
cc

105785
MAY 30 2003

Belin & Kubista

pd. 20.00

William A. Shaw
Prothonotary