

05-1278-CD

Point Spring Co. vs Wayne C Neeper Bldg.

Point Spring Co. vs Wayne C Neeper Bldg.  
2005-1278-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Between:

CIVIL DIVISION

POINT SPRING COMPANY, a  
Pennsylvania Corporation

No. 2005-1278-C

Owner,

NO LIEN AGREEMENT

and

WAYNE C. NEPPER BUILDING  
& REMODELING

Contractor.

**FILED**

AUG 23 2005

0/10:42/11  
William A. Shaw  
Prothonotary

Filed on behalf of:

Point Spring Company, Owner

Counsel of Record for this Party:

Robert W. Beilstein, Esquire  
GOEHRING, RUTTER & BOEHM  
2100 Georgetowne Drive, #300  
Sewickley PA 15143

**NO LIEN AGREEMENT**

MADE this 22<sup>nd</sup> day of August, 2005, by and between:

**POINT SPRING COMPANY, a Pennsylvania Corporation**, hereinafter called the  
"Owner",

A

N

D

**WAYNE C. NEEPER BUILDING & REMODELING**, an individual, hereinafter  
called the "Contractor".

**WHEREAS**, by Contract entered into between the Owner and Contractor herein  
mentioned, Contractor has agreed to construct a 4,000 square feet addition to existing  
building..

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that in  
consideration of the premises and of the terms and conditions of the said Contract above  
mentioned and with the intent that the parties hereto be legally bound hereby, the  
Contractor and the Owner do covenant, stipulate and agree as follows:

The parties agree that Contractor shall not file, nor will it permit or suffer any  
subcontractor, materialman, mechanic or other person under it to file, nor shall any such  
contractor, subcontractor, materialman or other person file any mechanic's or other lien  
or claim for work done or material furnished in or about the performance of the Contract

against the land upon which the structure or work herein provided for is erected or done, or against any structure thereon erected or to be erected, or against any structure or property whatsoever covered by this Contract.

The Contractor shall save and hold the Owner harmless from and against any and all liens or claims of any kind or character whatsoever that may be filed against the Property or Property interests by a sub-contractor, materialmen or any other person arising out of or in any manner connected with the performance of this Agreement and any agreement supplemental thereto, and the Contractor shall at his own expense, defend any and all actions based on such liens or claims and shall pay all charges for attorney's fees and all costs and other expense arising therefrom.

That there shall be no lien or right to file a lien against that structures or improvements contracted for in the above recited contract, or any part of parts 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-contractor, materialmen or other persons concerned in or about the performance of the work embraced in said contract; nor shall there be any claim for work or materials against the Owner, their successors or assigns other than the legal claim of the Contractor as provided in said contract.

The Contractor intends, for himself and for any sub-contractors, or materialmen claiming for themselves, or by, through or under the contract, that the right to file a

mechanic's lien, under the provisions 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, be hereby waived.

The Property as to which this Agreement applies is situate and known as Lots 32A and 33 in the Clearfield Industrial Park, Lawrence Township, Clearfield County, Pennsylvania, and more fully described on Exhibit "A".

WITNESS the due execution hereof the day and year first above written.

Attest:

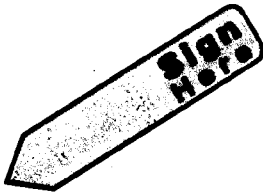
POINT SPRING COMPANY

Marsha Torco

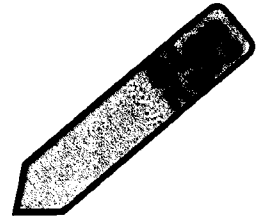
By Michael E. Spivey

Witness:

William A. [Signature]



Wayne C. Nepper  
Wayne C. Nepper



SCHEDULE "A"

ALL those certain pieces or parcels of land situate in Lawrence Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows, to wit:

**PARCEL ONE:** Being Lot 32A set forth in the 3rd Amended Subdivision Plan of the Clearfield Fireman's Industrial Park said parcel being part of the land shown on Lawrence Township, Clearfield County Assessment Map L7, Parcel 65: **BEGINNING** at a 5/8 inch rebar set on the northern right-of-way line of Loop Road and at the southeast corner of Lot 33 of the 3rd Amended Subdivision Plan of the Clearfield Firemen's Industrial Park; said rebar also being on the arc of a four (4°) degree forty-four (44') minute thirty-nine (39°) second curve which bears to the right; thence by the eastern line of Lot 33A North thirty-nine (39°) degrees thirty-four (34') minutes thirty-three (33") seconds East, five hundred ninety-eight and sixty-eight hundredths (598.68) feet to a 5/8 inch rebar set at the northeast corner of Lot 33 and on the southern line of Lot 58 of the Master Plan of the Clearfield Firemen's Industrial Park; thence by the southern line of Lot 58 South fifty (50°) degrees forty-five (45') minutes thirty-five (35") seconds East one hundred (100) feet to a 5/8 inch rebar of the northwest corner of Lot 32 of the Third Amended Subdivision Plan of the Clearfield Firemen's Industrial Park; thence by western line of Lot 32 South thirty-nine (39°) degrees thirty-four (34') minutes thirty-three (33") seconds West five hundred ninety-seven and eighty-six hundredths (597.86) feet to a 5/8 inch rebar set at the southwest

corner of Lot 32 and on the northern right-of-way line of Loop Road T-603 and the arc of a four (4°) degree forty-four (44') minute thirty-nine (39") second curve which bears to the right; thence by the northern right of way line of Loop Road (T-603) by the arc of the aforementioned curve one hundred and four hundredths (100.04) feet to a 5/8 inch rebar set at the corner of Lot 33 and the place of beginning. Said curve having a radius of one thousand two hundred seven and seventy-two hundredths (1,207.72) feet a central angle of four (4°) degrees forty-four (44') minutes forty-five (45") seconds and a long chord of one hundred and one hundredths (100.01) feet which bears North fifty-one (51°) degrees thirteen (13') minutes fifteen (15") seconds West.

Said parcel of land containing 1.37 acres.

**PARCEL TWO:** Being Lot 33 set forth in the Third Amended Subdivision Plan of the Clearfield Fireman's Industrial Park said parcel being part of the land shown on Lawrence Township, Clearfield County Assessment Map L7, Parcel 65: **BEGINNING** at a 5/8 inch rebar set at intersection of the northern right-of-way line Loop Road T-603, said rebar also being at the PC of a twenty-nine (29°) degree ten (10) minute fifty-nine (59") second curve to the right; thence by the eastern right-of-way line of Cul-De-Sac Drive by the arc of the aforementioned curve thirty-nine and twenty-seven hundredths (39.27) feet to a 5/8 inch rebar set at the

point of tangency on the eastern right-of-way line of Cul-De-Sac Drive, the aforementioned curve having a radius of twenty (25) feet a central angle of ninety (90°) degrees zero (00') minutes zero (00") seconds and a long chord of thirty-five and thirty-six hundredths (35.36) which bears North seven (07°) degrees seventeen (17') minutes forty-five (45") seconds East; thence continuing by the eastern right-of-way line of Cul-De-Sac Drive North fifty-two (52°) degrees seventeen (17') minutes forty-five (45") seconds East, five hundred forty-eight and thirty-six hundredths (548.36) feet to a 5/8 inch rebar set at the southwest corner of Lot 58 of the Master Plan of the Clearfield Firemen's Industrial Park; thence by the southern line of Lot 58, South fifty (50°) degrees forty-five (45') minutes thirty-five (35") seconds East, one hundred forty-eight and four hundredths (148.04) feet to the northwest corner of Lot 32A of the Third Amended Subdivision Plan of the Clearfield Firemen's Industrial Park; thence by the western line of Lot 32A, South thirty-nine (39°) degrees thirty-four (34') minutes thirty-three (33") seconds West, five hundred ninety-eight and sixty-eight hundredths (598.68) feet to a 5/8 inch rebar on the northern right-of-way line of Loop Road T-603 and the arc of a four (04°) degree forty-four (44') minute thirty-nine (39") second curve which bears to the right; thence by the northern right-of-way line of Loop Road by the arc of the aforementioned curve two hundred thirty-five and eleven hundredths (235.11) feet to a 5/8 inch rebar set at a point of tangency on said right-of-way line, the aforementioned curve having a radius of one thousand two hundred seven and seventy-two hundredths (1,207.72) feet a central



angle of eleven (11°) degrees nine (09') minutes fourteen (14") seconds and a long chord of two hundred thirty-four and seventy-four hundredths (234.74) feet which bears North forty-three (43°) degrees sixteen (16') minutes fifty-two (52") seconds West; thence continuing by the northern right-of-way line of Loop Road North thirty-seven (37°) degrees forty-two (42') minutes fifteen (15") seconds West seventeen and forty-one hundredths (17.41) feet to the intersection of the eastern right-of-way line of Cul-De-Sac Drive and the northern right-of-way line of Loop Road (T-603) and the place of beginning.

Said parcel of land containing 2.86 acres.

**FILED**

AUG 23 2005

William A. Shaw  
Prothonotary