

05-1550-CD
Hospitality Builder vs Versatile
Hotels Inc.

Hospitality Builders, Inc. vs Versatile Hotels
2005-1550-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Hospitality Builders, Inc.
(Plaintiff)

506 S. Wilson St
(Street Address)

Aberdeen, SD 57462-1565
(City, State ZIP)

VS.

Versatile Hotels, Inc.
(Defendant)

14424 Clearfield-Shawville Highway
(Street Address)

Clearfield, Pa 16830
(City, State ZIP)

CIVIL ACTION

No. 05-1550-CD

Type of Case: _____

Type of Pleading: _____

Filed on Behalf of:

(Plaintiff/Defendant)

County, NATIONAL BANK
(Filed by)

1 S. SECOND ST., Clearfield, Pa 16830
(Address)

814-765-9621
(Phone)

John Z. Hay
(Signature)

FILED Atty John Chaffo
(10/28/01) pd. 20.00
OCT 07 2005
No CC

William A. Shaw
Prothonotary/Clerk of Courts

Non-Lien Agreement

This Agreement, made and entered into this 2nd day of August, 2005, is by and between HOSPITALITY BUILDERS, INC. of, hereinafter designated as Contractor, and VERSATILE HOTELS, INC. of CLEARFIELD, PENNSYLVANIA, hereinafter designated as Owner,

Witnesseth:

That by a certain contract, of even date herewith, the Contractor, in consideration of the covenants to be performed and payments to be made by or on account of the Owner, did covenant and agree to furnish all labor and materials and perform all work necessary to complete in the most substantial manner and to the satisfaction and acceptance of the Owner,

Now Therefore, the Contractor, in consideration of the sum of One Dollar (\$1.00) and of the covenants and provisions in said contract contained, does hereby covenant, stipulate and agree, and it is also covenanted, stipulated and agreed in the above recited contract, as follows:

SEE EXHIBIT "A"

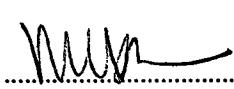
That there shall be no lien or right to a file a lien against the structures or improvements contracted for in the above recited contract, or any part or parts thereof, or the site thereof, for work or labor done or materials furnished in the performance of the work embraced in said recited contract, 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-contractors, material men 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, the Owner's heirs, executors, administrators or assigns, other than the legal claim of the Contractor as provided in said contract.

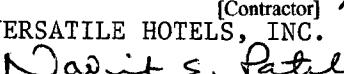
It is the full intent of the Contractor, for himself/herself and for any sub-contractors or material men claiming for themselves, or by, through or under the contract, that the right to file a mechanics' lien, under the provisions of Acts of Assembly in such cases made and provided for work done or materials furnished in and about the erection, construction or repairs of the building and improvements above described, is hereby waived.

In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.


[Witness]

HOSPITALITY BUILDERS, INC.
BY:  7/18/05
[Contractor]


[Witness]

VERSATILE HOTELS, INC.
BY:  7/18/05
NAVNIT S. PATEL [Owner]
.....
[Owner]

[Witness]

~ Seal ~

Non-Lien Agreement

BETWEEN

.....HOSPITALITY BUILDERS..INC.....

.....VERSATILE HOTELS, INC.....

AND

CERTIFICATE OF LOCATION
The undersigned certifies that the property
covered by this Non-Lien Agreement is located in
.....SANDY TOWNSHIP, CLEARFIELD.....
.....County, Pennsylvania.

.....JOHN L. CHAPMAN, ESQUIRE
.....220 GRANT STREET
.....3RD FLOOR
.....PITTSBURGH, PA 15219

"EXHIBIT A"

ALL that certain lot or piece of ground situate in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, being more fully bounded and described as follows, to-wit:

BEGINNING at an iron pin on the Eastern right-of-way line of State Route 219 and at the Southeast corner of lands now or formerly of Munson Transportation Incorporated; thence by the southern line of land now or formerly of Munson Transportation Incorporated, North $62^{\circ} 48' 00''$ East, 541.42 feet to an iron pin intended to be set at the Northeast corner of the herein described parcel; thence by a line parallel with and at all times 541.42 feet from an Eastern right-of-way line of State Route 219, South $27^{\circ} 31' 10''$ East, 402.27 feet to an iron pin intended to be set at the Southeast corner of the herein described parcel; thence by the southern line of this parcel, South $62^{\circ} 48' 00''$ West, 541.42 feet to an iron pin intended to be set at the Eastern right-of-way line of state Route 219, said iron pin also being 140 feet from the Western edge of the South bound lane of state Route 219 as shown on the Pennsylvania Department of Transportation plans for widening of LR 59, now State Route 219; thence by the Southern right-of-way line of state Route 219, North $27^{\circ} 31' 10''$ West, 402.27 feet to an iron pin and the place of beginning.

SAID parcel containing 5 acres, more or less.

TOGETHER with the appurtenant right of way for ingress and egress as set forth in Agreement between Edward L. Kuntz, et ux. and David W. McIntosh, et al., t/d/b/a McIntosh Brothers, a partnership, dated April 21 1969 and recorded in Deed Book Volume 149, Page 575.

BEING the same property which Dubois Hospitality Associates, L.P. A Pennsylvania Limited Partnership, by their Deed dated April 29, 2005 and recorded in the Recorder of Deeds Office of Clearfield County in Instrument No. 200506841, granted and conveyed unto Versatile Hotels, Inc..

ALL that certain piece or parcel of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin, said iron pin being the most southerly corner of the tract herein described and being a common corner of the land of Wal-Mart Stores, Inc; thence along the land of Wal-Mart Stores, Inc. North $36^{\circ} 12' 41''$ West, a distance of 530.95 feet to a point; thence through the lands of the Grantor North $54^{\circ} 24' 29''$ East a distance of 379.41 feet to a point on the lands of the Jemsite Development, LLC; thence by same South $00^{\circ} 27' 12''$ East 649.23 feet to the point of beginning. Containing 2.31 acres.

BEING a portion of the same premises conveyed to the Grantor herein by Deed of EPC HOLDINGS dated December 11, 2001 and recorded in the Office of the Register and Recorder for Clearfield County as Instrument No. 200120489

UNDER AND SUBJECT to the following restrictive covenants which shall run with the land:

1. All construction shall be prohibited within thirty (30) feet of the northern boundary of the property herein demised with the exception of sedimentation and erosion controls and a natural sound barrier.
2. Grantee, its successors and assigns, shall construct and maintain a natural sound barrier within the thirty (30) foot no building zone referred to in covenant No. 1.
3. Grantee, its successors and assigns, will erect and maintain a sign at the main entrance road to be constructed on the premises herein demised instructing delivery vehicles to use the entranceway to the rear of other lands owned by Grantee.