

06-04-CD
Gumberg Assoc. vs Ronald

Gumberg Assoc et al vs Ronald Kimberly et
2006-4-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

OWNER:
GUMBERG ASSOCIATES -
SANDY PLAZA
By J. J. GUMBERG CO., AGENT
Brinton Executive Center
1051 Brinton Road
Pittsburgh, PA 15221

Plaintiff

vs.

CONTRACTOR:
RONALD KIMBERLY
d/b/a JACKSON HEWITT TAX SERVICE
132 East Market Street
Clearfield, PA 16830

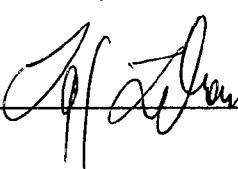
Defendant

CERTIFICATE OF LOCATION:

I hereby certify that the
location of the real estate
affected by this lien is:

Township of Sandy

By: _____



CIVIL DIVISION

CASE NUMBER: 06-04-CD

TYPE OF PLEADING:
No-Lien Agreement

CODE AND CLASSIFICATION:

FILED ON BEHALF OF: Plaintiff

OWNER:
GUMBERG ASSOCIATES -
SANDY PLAZA

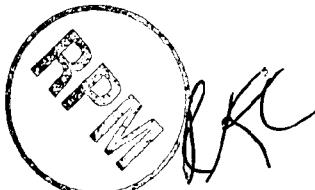
COUNSEL OF RECORD:

Larry J. Lebow, Esquire
J. J. Gumberg Co.
Brinton Executive Center
1051 Brinton Road
Pittsburgh, PA 15221
(412) 244-4000

Attorney's ID#: 29485

FILED *JJ Gumberg*
Jan 03 2006 pd 20.00
W.A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts
CC Gumberg

EXHIBIT "C"



NO-LIEN AGREEMENT

THIS AGREEMENT, made the 17th day of December, 2005, by and between RONALD KIMBERLY d/b/a JACKSON HEWITT TAX SERVICE ("Contractor") and GUMBERG ASSOCIATES - SANDY PLAZA ("Owner"), by J. J. GUMBERG CO., Agent, as follows:

WHEREAS, the Contractor and the Owner have entered into a Contract dated December 6, 2005 ("Contract"), wherein the Contractor is to provide all of the materials and perform labor necessary for certain work to be done by Contractor in Room #105, located at Sandy Plaza, Township of Sandy, County of Clearfield, Commonwealth of Pennsylvania, situate on those parcels of ground, described as follows:

ALL those parcels of land or ground, situate in the Township of Sandy, County of Clearfield, Commonwealth of Pennsylvania, bounded and described in Exhibit "1", attached hereto and made a part hereof.

AND WHEREAS, said Contract between the Contractor and the Owner provides for the use of a certain premises to the Contractor.

NOW, THEREFORE, in consideration of the mutual covenants contained in said Contract, and of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which are hereby acknowledged, it is hereby stipulated and agreed by and between said named parties, as a part of said Contract, that no lien shall be filed against the Owner's parcels of ground and/or the buildings, by either the Contractor, or any subcontractor, or any parties acting through or under the Contractor for work or labor done or material supplied and furnished for said-described proposed work for the Owner, located as aforesaid.

It is the full intent of the Contractor, for itself, its successors and assigns, and for any and all subcontractor(s), materialmen, person(s), firm(s), association(s) or corporation(s), who provide labor and/or furnish material, claiming for itself, or by, through, or under the Contract, above recited, that the right to file a Mechanic's Lien under the provisions of any Act of Assembly in such cases made and provided, for work done or materials furnished in and about the erection, construction, repair or alteration of the building and improvement, above described, be and is hereby waived.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have hereunto set their hands and seals this 17th day of December, 2005.

WITNESSES:

Charles Novack

Thorman Kifer

WITNESSES:

Rosa Evans

Mary Ann Jacobs

CONTRACTOR:

RONALD KIMBERLY
d/b/a JACKSON HEWITT TAX SERVICE

By: Ronald Kimberly [seal]
Ronald Kimberly, individual

OWNER:
GUMBERG ASSOCIATES -
SANDY PLAZA
BY: J. J. GUMBERG CO., AGENT

By: Ira J. Gumberg
Ira J. Gumberg
President



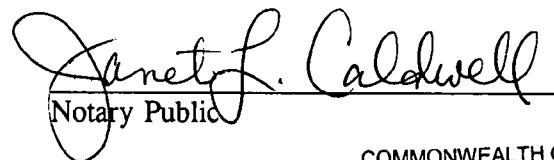
By: Larry J. Lebow
Larry J. Lebow
Assistant Secretary



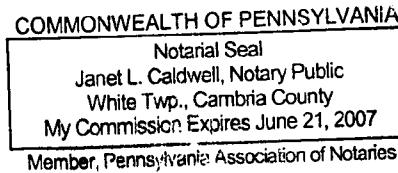
STATE OF Pennsylvania)
COUNTY OF Cambria) SS:
)

On this 17th day of December, 2005, before me a Notary Public, in and for said County and State, personally appeared Ronald Kimberly, who said that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cambria County, Pennsylvania, this 17th day of December, 2005.


Janet L. Caldwell
Notary Public

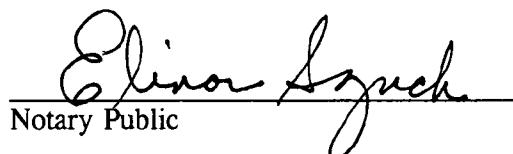
My Commission Expires: June 21, 2007



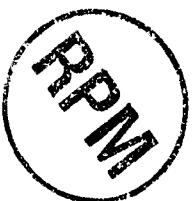
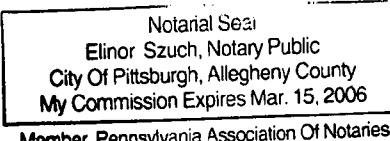
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:
)

On this 20th day of December, 2005, before me a Notary Public, in and for said County and Commonwealth, personally appeared Ira J. Gumberg and Larry J. Lebow, who acknowledged themselves to be the President and Assistant Secretary respectively of J. J. Gumberg Co., a corporation, and that they executed the foregoing No-Lien Agreement on behalf of the said corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.


Elinor Szuch
Notary Public

My Commission Expires:

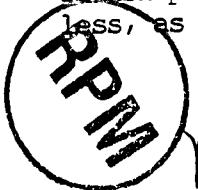


SANDY PLAZA

DESCRIPTION OF REAL ESTATE

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

BEGINNING at an iron pin on the westerly right of way line of Township Rt. 811, said pin being located a distance of 292.53 feet North $23^{\circ} 35'$ East of the centerline of State Rt. 255; thence North $23^{\circ} 35'$ East along the Western right of way line of Township Route 811 a distance of 369.5 feet to an iron pin at the Southwest corner of other lands of the Grantors also being conveyed this date to the Grantee; thence South $66^{\circ} 25'$ East along said other lands of the Grantors a distance of 348 feet to a point; thence North $23^{\circ} 35'$ East along said other lands of the Grantors a distance of 288 feet; thence South $66^{\circ} 25'$ East along said other lands of the Grantors a distance of 35 feet; thence North $23^{\circ} 35'$ East along other lands of the Grantors a distance of 9 feet; thence South $66^{\circ} 25'$ East along said other lands of the Grantors a distance of 37.75 feet; thence North $23^{\circ} 35'$ East along said other lands of the Grantors a distance of 265.5 feet to a point; thence North $66^{\circ} 25'$ West along said other lands of the Grantors a distance of 420.75 feet to an iron pin on the Western right of way line of Township Route 811; thence North $25^{\circ} 35'$ East along the Western right of way line of Township Route 811 a distance of 133 feet to an iron pin at the Southwest corner of lands of The Alpha Environmental Mining Corp.; thence South $66^{\circ} 25'$ East along lands of The Environmental Mining Corp. a distance of 750 feet to an iron pin on the Western line of lands of the Morningside Cemetery Association; thence South $23^{\circ} 35'$ West along lands of the Morningside Cemetery Association a distance of 725.10 feet to an iron pin at the Northeast corner of lands of the Clearfield County Industrial Development Authority (Bonanza Restaurant); thence South $84^{\circ} 35' 39.4"$ West along lands of the Clearfield County Industrial Development Authority a distance of 150 feet to an iron pin; thence South $6^{\circ} 10' 16.8"$ West along lands of the Clearfield County Industrial Development Authority, a distance of 394.02 feet to a nail in the centerline of State Route 255; thence along the centerline of State Route 255 North $89^{\circ} 5' 04.2"$ West on a cord to the right 40' to a point at the Southeast corner of lands of the Alpha Environmental Mining Corp.; thence North $6^{\circ} 10' 16.8"$ East along lands of The Alpha Environmental Mining Corp. a distance of 166.36 feet to an iron pin; thence North $66^{\circ} 25'$ East along lands of the Alpha Environmental Mining Corp. a distance of 251.09 feet to an iron pin; thence South $54^{\circ} 15' 19.4"$ West along lands of the Alpha Environmental Mining Corp. a distance of 22.73 feet to an iron pin; thence South $9^{\circ} 15' 19.4"$ West along lands of The Alpha Environmental Mining Corp. a distance of 241 feet to a point in the centerline of State Route 255; thence along the centerline of State Route 255 North $82^{\circ} 31' 31.1"$ West on a long cord to the right 160 feet to a point at the Southeast corner of other lands of The Alpha Environmental Mining Corp.; thence North $10^{\circ} 40' 44.3"$ East along lands of The Alpha Environmental Mining Corp. a distance of 239.688 feet to an iron pin; thence North $66^{\circ} 25'$ West along lands of The Alpha Environmental Mining Corp. a distance of 227.586 feet to an iron pin on the Western right of way line of Township Route 811 at the place of beginning. Containing 13.01 Acres, more or less, as surveyed by Lee-Simpson Associates, Inc.



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

BEGINNING at an iron pin on the Western right of way line of Township Route 811, said pin being located North 23° 35' East a distance of 662.03 feet from the centerline of State Route 255; thence South 66° 25' East along other lands of the Grantors also being conveyed this date to the Grantee a distance of 348 feet to a point; thence North 23° 35' East along said other lands of the Grantors a distance of 288 feet; thence South 66° 25' East along said other lands of the Grantors a distance of 35 feet; thence North 23° 35' East along said other lands of the Grantors a distance of 9 feet; thence South 66° 25' East along said other lands of the Grantors a distance of 37.75 feet; thence North 23° 35' East along said other lands of the Grantors a distance of 265.5 feet to a point; thence North 66° 25' West along the said other lands of the Grantors a distance of 420.75 feet to an iron pin on the Western boundary of the larger tract out of which this parcel is conveyed, which is along a projection of the Western boundary of Township Route 811; thence South 23° 35' West along a projection of the Western right of way line of Township Route 811 a distance of 562.5 feet to the place of beginning. Containing 4.94 Acres more or less, as surveyed by Lee-Simpson Associates, Inc. its successors and assigns, and that no such heading, air course, water course or gangway shall be of a greater width than sixteen (16) feet with pillars not less than forty (40) feet between each such heading, air course, water course or gangway it being distinctly understood and agreed that Buffalo & Susquehanna Coal & Coke Company herein, its successors and assigns, shall not at any time remove any coal from the premises except on the terms herein stated and for the purposes herein stated. Said party of the second part does hereby release, quitclaim and forever discharge Buffalo & Susquehanna Coal & Coke Company, its successors and assigns, of all and every claim for damages for injury to the lands and the waters thereon, therein and under the same, and the buildings now or hereafter erected thereon, and the rights, uses and improvements thereof, that may be caused by operations presently on the property or that may hereafter be caused by the exercise of any of the rights herein reserved, upon the terms and conditions hereof.