

06-146-CD
Gumberg Associates vs Napoli of
DuBois LLC al

Gumberg Assoc vs Napoli of DuBois et al
2006-146-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:
NAPOLI OF DUBOIS, LLC
d/b/a NAPOLI RESTAURANT AND
PIZZARIA
80 Orville Drive, Suite 100
Bohemia, New York 11716

Defendant

CERTIFICATE OF LOCATION:

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

Township of Sandy

By: Larry J. Lebow

CIVIL DIVISION

CASE NUMBER: 2006-146-CO

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

EXHIBIT "C"

FILED

JAN 30 2006

W/ S: 30/wm
William A. Shaw
Prothonotary/Clerk of Courts

3 cent to Harry Lebow

NO-LIEN AGREEMENT

THIS AGREEMENT, made the 10th day of January, 2006, by and between NAPOLI OF DUBOIS, LLC d/b/a NAPOLI RESTAURANT AND PIZZARIA ("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 November 15, 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 #108, 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.

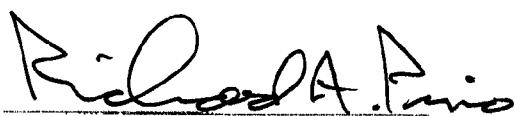
AND WHEREAS, said Contract between the Contractor and the Owner provides for the use of a certain premises to the Contractor.

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 10th day of Jan, 2006.

WITNESSES:



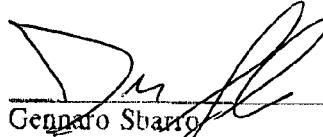
WITNESSES:



CONTRACTOR:

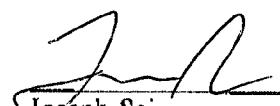
NAPOLI OF DUBOIS, LLC
d/b/a NAPOLI RESTAURANT AND
PIZZARIA

By:


Gennaro Sbarro

Title:

By:


Joseph Sciremanmano

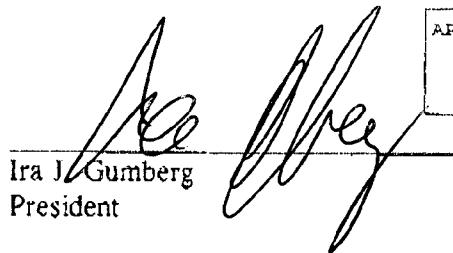
Title:

OWNER:

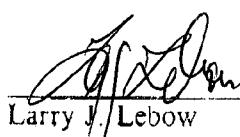
GUMBERG ASSOCIATES -
SANDY PLAZA

BY: J. J. GUMBERG CO., AGENT

By:


Ira J. Gumberg
President

By:


Larry J. Lebow
Assistant Secretary

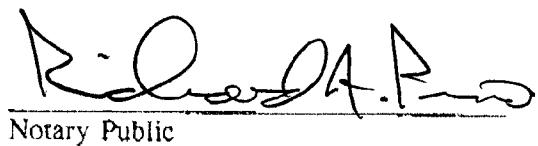
STATE OF NEW YORK)
COUNTY OF SUFFOLK)

) SS:

On this 10th day of Jan., 2006, before me a Notary Public, in and for said County and State, personally appeared Gennaro Sbarro and Joseph Sciremammano, who acknowledged themselves to be the MEMBERS ~~and~~ of Napoli of DuBois, LLC, a ~~corporation~~, and that they executed the foregoing No-Lien Agreement on behalf of the said ~~corporation~~ for the purposes therein contained.
cc

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

RICHARD A. PINO
Notary Public, State of New York
No. 4947343
Qualified in Suffolk County
Commission Expires Feb. 21, 2007

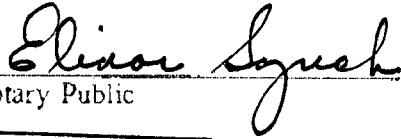

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:
)

On this 18th day of January, 2006, 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.


Notary Public

My Commission Expires:

Notarial Seal
Elinor Szuch, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Mar. 15, 2006
Member, Pennsylvania Association Of Notaries

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.

