

**Hallstrom Const vs Comm Dubois I, LP**  
**2006-1032-CD**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

Hallstrom Construction, Inc.

CASE NUMBER: 2006-1032-CD

Contractor

TYPE OF PLEADING:

and

No Lien Agreement

Commonwealth Dubois I, L.P.

Owner.

FILED ON BEHALF OF:

COUNSEL OF RECORD:

[Address]

I hereby certify that this property is located  
in Clearfield County, Pennsylvania.

By: \_\_\_\_\_  
Title:

**FILED**  
0 2:20pm 6R  
JUN 29 2006  
NO CC  
William A. Shaw  
Prothonotary/Clerk of Courts  
Hallstrom Paid  
\$20.00

## NO LIEN AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of June, 2006, by and between Commonwealth Dubois I, L. P., a Pennsylvania Limited Partnership, with an address at 123 36<sup>th</sup> Street, Pittsburgh, PA 15201, hereinafter called "Owner", and Hallstrom Construction, Inc., a Pennsylvania Corporation, with an address at 101 East Long Avenue, Dubois, PA, 15801, hereinafter called "Contractor".

### WITNESSETH:

WHEREAS, Owner owns the property described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Owner has entered into a contract with Contractor, dated June 28, 2006 (said contract, as the same from time to time may be amended or modified, by change order or otherwise, or may be renewed, replaced, restated or substituted (irrespective of whether any of the foregoing shall involve an increase or decrease in the price or reimbursable items thereunder or the amount thereof), hereinafter called the "Contract"), pursuant to which Contractor is to erect certain improvements and to perform certain other work on or related to the Property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the premises, and of the terms and conditions of the Contract, and in compliance with the Mechanics' Lien Law of 1963, Act of August 24, 1963, P.L. 1175, Section 402, as amended, and with the intent that the parties hereto be legally bound hereby, Owner and Contractor do covenant, stipulate and agree as follows:

1. Contractor shall not file, nor will it permit or suffer any subcontractor, material man, mechanic or other person or entity under it or any of their respective subcontractors to file, any mechanic's or materialman's lien against the Property or any interest therein or portion thereof or against any structure, improvements or fixtures thereon erected or to be erected or against any structure, improvements, fixtures or other property whatsoever now or hereafter located thereon.

2. It is the full intent of Contractor, and Contractor does by the execution hereof, for itself, its successors and assigns, and for any subcontractor, material man, mechanic or other person performing or to perform work with respect to the Contract, and for all other persons and entities to the maximum extent permitted by the Mechanics' Lien Law of 1963, Act of August 24, 1963, P.L. 1175, Section 402, as amended, to waive the right to file a mechanics' lien or other lien or claim against the Property, including any work or materials to be provided pursuant to any modification, amendment, supplement, substitution or restatement of the Contract or any extra work performed in connection therewith.

3. Contractor shall indemnify, defend and hold Owner and its officers, directors, shareholders, agents, partners and others with interests in Owner (the "Indemnified Parties")

harmless from and against any liability, damage, loss, cost or expense (including attorneys' fees and costs) which any one or more of the Indemnified Parties may incur by reason of or in connection with any and all mechanics' or materialmen's liens, or any claims thereof, which may at any time be filed against the Property or any portion thereof by Contractor or any subcontractor, material man, mechanic or other person or entity under it or any of their respective subcontractors.

4. Contractor, for itself, its successors and assigns, and all such persons, hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to appear for it, them or any of them, in any such Court as Attorney for it or them, and in his, its or their name, mark satisfied of record, at the cost and expense of the Contractor or of any such subcontractor, supplier, laborer or materialman, or in its or their names, any and all mechanics' liens or claims or materialmen's liens or claims or other liens or claims of any kind whatsoever filed or maintained against the Improvements or the Property or any parts thereof or the appurtenances thereto, and for such act or acts this shall be good and sufficient warrant and authority and a reference to the Court and to the docket in which and where this instrument shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor, for itself and all subcontractors, laborers and materialmen, does hereby release all errors and defects whatsoever in the entry of any such satisfaction or the exercise of the authority hereby conferred. In the event that any court of competent jurisdiction shall determine that any part of the provisions of this paragraph are void or unenforceable in accordance with its terms, both parties hereto expressly consent and agree that this paragraph may be modified by said Court such that the offending provision shall be of no further force and effect but the remainder of paragraph, if any, and of this Agreement and all other terms and conditions hereof shall continue to be binding on the parties hereto and all parties claiming under or through them.

5. This Agreement is made and intended to be filed in the Office of the Prothonotary of Clearfield County, Pennsylvania, in accordance with the requirements of the Act of Assembly of the Commonwealth of Pennsylvania in such cases provided.

6. The provisions of this Agreement are independent of the provisions of the Contract, and any failure of any party to perform or observe any provisions of the Contract shall not have any effect on the validity or enforceability or otherwise excuse the performance of the parties hereunder.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO NO-LIEN AGREEMENT]

WITNESS the due execution hereof as of the date first above written.

OWNER:

Commonwealth DuBois I, L.P.

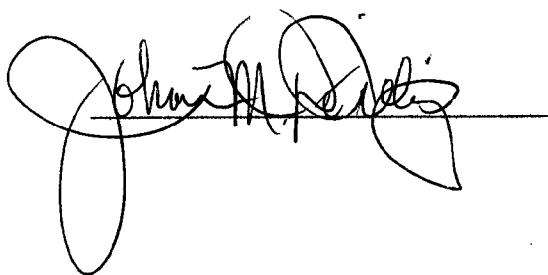
By: Commonwealth DuBois I, LLC, General Partner

JAMES R. AIELLO

By: James R. AIELLO

Title: President

ATTEST



CONTRACTOR:

Hausman Construction, Inc.

By: Robert E. Gruen

By: ROBERT E. GRUEN

Title: PRESIDENT

ATTEST



**EXHIBIT A**

**Description of Property**

**THAT CERTAIN** parcel of real property situate in the City of Dubois, Clearfield County, Pennsylvania, more fully described as follows:

**BEGINNING** at a found iron pipe located at the Southeast corner of land now or formerly of Charles and Shelly Delullo; said iron pipe also being located South 65° 45' 30" East, 257.37 feet from the Eastern right of way line of US 219, US 119, and locally known as Liberty Boulevard; thence by the Eastern line of land now or formerly of Charles and Shelly Delullo and the Western line of this parcel, North 27° 18' 07" East, 36.92 feet to a point on the Eastern line of land now or formerly of Charles and Shelly Delullo and the Southwest corner of Parcel B as described previously; thence by the Northern line of this parcel and the Southern line of Parcel B, South 62° 41' 53" East, 294.26 feet to a point located at the Northeast corner of this parcel, on the Western line of the residual of Parcel 3, other lands of Hoover Avenue GF, LP, and the Southeast corner of Parcel B as described previously; thence by the Eastern, Southern and the Western most line of this parcel and by the residual of Parcel 3, other land of Hoover Avenue GF, LP, the following courses and distances:

South 01° 43' 49" East, 167.07 feet to a point;  
thence South 49° 39' 43" West, 9.75 feet to a point;  
thence South 89° 49' 08" West, 17.82 feet to a point;  
thence North 64° 03' 59" West, 220.90 feet to a point;  
thence North 61° 08' 40" West, 48.77 feet to a point;  
thence North 52° 40' 52" West, 73.63 feet to a point;  
thence North 38° 17' 40" West, 98.48 feet to a point;  
thence North 24° 17' 28" East, 72.69 feet to a point located at the Northwest corner of this parcel and on the Southern line of land now or formerly of Charles and Shelly Delullo; thence by the Southern line of land now or formerly of Charles and Shelly Delullo, South 65° 45' 30" East, 79.88 feet to a found iron pipe and the place of beginning.

The above described parcel containing 1.44 acres more or less.

The above described parcel is a portion of tax parcel 7.3-005-000-1230.

**TOGETHER** with all the appurtenant easements, rights, benefits and privileges set forth in Declaration of Reciprocal Easements and Covenants made by and among Hoover Avenue GF, LP, Green Dot, Inc. and Giant Food Stores, LLC., dated September 13, 2002 and recorded October 2, 2002 at Instrument No. 200215964.

**BEING** part of the property which Hoover Avenue GF, LP conveyed to Dubois OP, LP, by deed dated April 5, 2005 and recorded April 14, 2005 at Instrument No. 200505337.