

08-1768-CD
JJO Construction vs Clfd Properties LP

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William A. Shaw
Prothonotary/Clerk of Courts

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ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JJO CONSTRUCTION INC.,

Contractor,

v.

CLEARFIELD COMMERCIAL
PROPERTIES , L.P.,

Owner.

CLEARFIELD COMMERCIAL
PROPERTIES , L.P.,

Owner,

v.

JJO CONSTRUCTION, INC.

Contractor.

CIVIL DIVISION 1768

NO. 2008-1768-C.P

**WAIVER OF LIENS OF
SUBCONTRACTORS
(NO-LIEN AGREEMENT)**

Filed on Behalf of:

Clearfield Commercial Properties, L.P.

COUNSEL OF RECORD FOR THIS
PARTY:

DAVID RAVES
PA ID #62135

MAIELLO, BRUNGO & MAIELLO, LLP
Firm #515
One Churchill Park
3301 McCrady Road
Pittsburgh, PA 15235
(412) 242-4400

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

JJO CONSTRUCTION, INC. ,)
Contractor,)
v.)
CLEARFIELD COMMERCIAL PROPER-)
TIES, L.P.,)
Owner.)

CLEARFIELD COMMERCIAL PROPER-)
TIES, L.P.,)
Owner,)
v.)
JJO CONSTRUCTION, INC.)
Contractor.)

NO.

STIPULATION AGAINST AND WAIVER OF RIGHT TO FILE MECHANICS' LIENS

WHEREAS, Clearfield Commercial Properties, L.P. ("Owner"), is the owner of a certain parcel(s) of land located in the Borough of Clearfield, Clearfield County, Pennsylvania, as identified in the attached property description (the "Property"); and

WHEREAS, Clearfield Commercial Properties, L.P. has entered into an agreement with JJO Construction, Inc., ("Contractor") dated September 3, 2008 ("Agreement") by which the Contractor has agreed to issue performance and payment bonds and perform certain site preparation and building improvements (hereinafter called "Work Activities") on the Property; and,

WHEREAS, pursuant to the Agreement, it has been agreed between Owner and the Contractor that the Contractor shall waive any right to file mechanics' liens for or on account of

said work, in consideration for and only to the extent payment is received for work, services, materials or equipment. This waiver applies to all payments made now and in the future. Contractor further, on behalf of all subcontractors and materialmen suppliers, shall and agrees to waive any right they may have to file mechanics' liens for or on account of said work.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the Contractor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) to it in hand paid by Owner, the receipt whereof is hereby acknowledged, and for other good and valuable consideration, on behalf of its subcontractors, and materialmen and the subcontractors and materialmen of each of them, covenants and agrees that no mechanics' claims or liens shall be filed or maintained by any of them or by any one against the Improvements which are to be constructed aforesaid, or against the Property or any part of parts thereof or the appurtenances thereto, or each or any of them, for or on account of any work done or materials furnished by the Contractor's subcontractors or materialmen of it and each of them, under any contract by and between Owner and the Contractor, or otherwise, for, toward, in or about the construction of the said Improvements; and the Contractor, for its subcontractors, materialmen and for all others acting through or under them or each of them, hereby expressly waives and relinquishes the right to have, file or maintain any mechanics' lien against the said Improvements or the Property upon which same is to be completed and agrees that this Agreement waiving the right of lien shall be an independent contract.

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

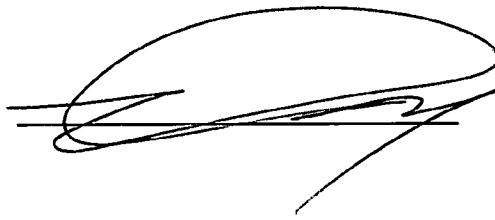
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed this 3rd day of September 2008.

WITNESSED:

CLEARFIELD COMMERCIAL PROPERTIES,L.P.

BY: CLEARFIELD COMMERCIAL PROPERTIES,
LLC, its General Partner,

BY: TRINITY COMMERCIAL DEVELOPMENT,
LLC, Manager



BY:

Craig Rippole
Craig Rippole, President

WITNESSED:

CONTRACTOR:

JJO CONSTRUCTION, INC.,

BY:


Title President

Title _____

PROPERTY DESCRIPTION

All that certain parcel of land situate in the 1st Ward of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, and being bounded and described as follows:

Beginning at the intersection of the northerly line of Bridge Street (State Route 0322) (Variable width) with the easterly line of Park Place (30 feet wide);

thence North 10° 23' 14" East along the easterly line of said Park Place and along the northerly extension thereof, a distance of 177.21 feet to northeasterly corner of an unnamed alley (20 feet wide) (portion vacated by Ordinance No. 1295);

thence South 68° 05' 58" East along a vacated northerly line of said alley, a distance of 30.10 feet to a southeasterly corner of land conveyed to Rea and Derick, Inc. by deed recorded in Volume 985, page 5;

thence North 01° 51' 15" West along the easterly line of said land conveyed to Rea and Derick, Inc., a distance of 163.38 feet to point;

thence South 84° 00' 00" East along a line of said land conveyed to Rea and Derick, a distance of 85.00 feet to a southeasterly corner thereof;

thence North 06° 00' 28" East along the easterly line of said land conveyed to Rea and Derick, Inc., a distance of 225.68 feet to point thereon;

thence in part along line of land of Clearfield County Economic Development Corporation South 87° 20' 40" East, a distance of 104.00 feet to a westerly line of land now or formerly owned by the Borough of Clearfield,

thence South 03° 20' 55" East along a westerly line of said land now or formerly owned by the Borough of Clearfield, a distance of 233.45 feet to a northeasterly corner of land conveyed to Robert R. and Rose M. Swatsworth by deed recorded in Volume 832, page 85;

thence South 86° 13' 45" West along a northerly line of said land conveyed to Robert R. and Rose M. Swatsworth, a distance of 18.50 feet to a northwesterly corner thereof;

thence South 00° 00' 45" West along a westerly line of said land conveyed to Robert R. and Rose M. Swatsworth, a distance of 45.40 feet to an angle point therein;

thence South 03° 46' 09" East along a westerly line of said land conveyed to Robert R. and Rose M. Swatsworth, a distance of 89.67 feet to a southwesterly corner thereof;

thence North 86° 33' 35" East along a southerly line of said land conveyed to Robert R. and Rose M. Swatsworth, a distance of 36.12 feet to a southeasterly corner thereof on a westerly line of Bigler Avenue (also known as Brewery Hill) (also being said State Route 0322);

thence along the Westerly line of Bigler Avenue to northerly line of State Route 0322 the following six courses: thence South 03° 45' 30" West, a distance of 66.67 feet; thence South 11° 05' 45" West, a distance of 67.18 feet; thence South 27° 10' 00" West, a distance of 46.62 feet; thence South 42° 40' 13" West, a distance of 36.56 feet; thence South 68° 27' 55" West, a distance of 51.37 feet; thence North 77° 18' 14" West, a distance of 196.66 feet to the place of beginning.

The above description was prepared in accordance with ALTA/ACSM Land Title Survey made by Atwell-Hicks for ASC Development, Inc., dated November 7, 2006, last revised August 8, 2008, which is incorporated herein by reference.

Being known as tax map #'s 4.1-K08-252-1
4.1-K08-252-7.1
4.1-K08-198-87
4.1-K08-252-2