

04-692-CD
SONIA K. YOO-Ott, et al. vs. DAVID L. PARROTT, FTAL.

**Sonia K. Yoo-Ott vs David L. Parrott
2004-692-CD**

MAY 17 2004

William A. Shaw
Prothonotary/Clerk of Courts**WAIVER OF RIGHT TO FILE MECHANICS' LIEN**

KNOW ALL MEN BY THESE PRESENTS, that SONIA K. YOO-OTT and GARY D. OTT, her husband, of 239 East Logan Avenue, DuBois, Clearfield County, Pennsylvania 15801, (collectively referred to as "Owner") and DAVID L. PARROTT, t/d/b/a PARROTT PAINTING AND FINISH CARPENTRY, having an address of R.D.#3, Box 262B, DuBois, Pennsylvania 15801 ("Contractor"), have entered into a Construction Agreement dated April 30, 2004 (Contract), relating to the construction of an addition and remodeling and other improvements upon the following described premises as part of the consideration for which agreement this Waiver of Liens is given:

ALL those certain pieces or parcels of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: Lots 35, 37 and 39 in Plot C of Lakeview Terrace, in accordance with the plan or plot thereof filed in the Office for the recording of Deeds of Clearfield County, Pennsylvania, in Map File No. 2, on September 18, 1952.

THE SECOND THEREOF: BEGINNING at the Northwest corner of Lot No. 35 in Lakeview Terrace; thence along the North line of Lots No. 35 and 37 a course of South 54° 41' East a distance of 197.0 feet to the Northeast corner of Lot No. 37; thence along the North line of Lot No. 39 a course of South 30° 45' East a distance of 98.80 feet to the Northeast corner of Lot No. 39; thence North 59° 23' East a distance of 82.92 feet to a point; thence North 30° 45' West a distance of 118.0 feet to a point; thence North 55° 16' West a distance of 230.27 feet to a point; thence South 23° 31' West a distance of 82.92 feet to the place of beginning, in accordance with the plan thereof filed in the Office of the Recorder of Deeds in Clearfield, Pennsylvania.

THE THIRD THEREOF: BEGINNING at the Northwest corner of the parcel of land previously purchased July 14, 1955; thence North 23° 31' East 87 feet, more or less, to a point at the Country Club lands; thence North 89° 20' East along Country

Club 455 feet, more or less, to a point; thence South 55° 17' West 370 feet to a point on line of said parcel of land purchased July 14, 1955; thence North 55° 16' West along said line a distance of 230.27 feet to the place of beginning. Being a parcel of land numbered 7A.

THE FOURTH THEREOF: BEGINNING at the Northeast corner of Lot No. 2, now or formerly owned by Paul V. Jones; thence South 67° 24' West along said Jones land, 91.2 feet to a point; thence continuing along Jones land, North 26° 08' West 105.75 feet to a point; thence North 30° 45' West along land now or formerly of Nina B. Gray, 118.0 feet to a point; thence North 55° 17' East, 120 feet, more or less, to a point; thence South 22° 11' East, 240 feet, more or less, to the place of beginning. Being a parcel of land numbered 8A.

THE FIFTH THEREOF: BEGINNING at the Northeast corner of Lot No. 2, now or formerly owned by Paul V. Jones; thence North 22° 11' West 240 feet, more or less, to a point; thence North 55° 17' East 120 feet, more or less, to a point; thence South 16° 56' East 240 feet, more or less, to the Northeast corner of Lot No. 3; thence South 47° 35' West along line of Lot No. 3 a distance of 83.2 feet to a point at a 20 foot walkway; thence South 67° 24' West along said walkway, 20 feet to the place of beginning. Being a parcel of land numbered 9A as shown on map of Fairway Terrace.

UNDER AND SUBJECT to restrictions as appear of record.

EXCEPTING AND RESERVING portions thereof previously conveyed as follows:

- (a) BEGINNING at a point at the Northeast corner of Lot No. 2 now owned by Paul V. Jones, said point also being at the West line of a 20 foot walkway; thence South 67° 24' West, a distance of 91.2 feet to a point; thence North 26° 08' West, a distance of 105.75 feet to a point; thence North 59° 23' East a distance of 100 feet, more or less, to a point; thence South 22° 11' East a distance of 110 feet, more or less, to the place of beginning. Being the Southern portion of land marked 8A.
- (b) BEGINNING at a point at the Northwest corner of Lot No. 3 owned by William A. Carlisle; thence South 47° 35' West along line of Lot No. 3 a distance of 83.2 feet to a point at a 20 foot walkway; thence South 67° 24' West along said walkway 20 feet to a point; thence North 22° 11' West a distance of 110 feet, more or less, to a point; thence North 59° 23' East a distance of 108 feet, more or less, to a point; thence South 16° 56' East a distance of 95 feet, more or less, to the place of beginning. Being the Southern portion of land marked 9A.

NOW, THEREFORE, Contractor, intending to be legally bound hereby, in consideration of the sum of One Dollar (\$1.00) to Contractor in hand paid, the receipt and sufficiency of which are hereby acknowledged, as well as for and in consideration of the entry by Owner into the Contract, does hereby, for Contractor and any and all subcontractors, materialmen and parties acting for, through or under Contractor, him, it, them or any of them, or anyone, covenants and agrees with Owner that no mechanics' liens or claims shall be filed or maintained by Contractor, him, it, them or any of them, or any one, against the above-described real estate, or the buildings or other improvements erected or to be erected thereon, or any of them, or the estate (including a leasehold estate), interest or title thereto of Owner, for or on account of any work done or materials furnished under the Contract or under any supplemental contract, verbal or written, or contract for extra work relating to the construction and completion of said buildings or other improvements, or any of them, or otherwise; and Contractor, for Contractor and any and all subcontractors, materialmen and parties acting through or under Contractor, him, it, them or any of them, hereby expressly waives and relinquishes the right to have, file or maintain any mechanics' liens or claims against said real estate or buildings or other improvements or any of them.

Contractor hereby covenants, promises and agrees that all subcontractors, material suppliers, and laborers on the work shall look to and hold Contractor personally liable for all subcontracts, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner, or any other person with an estate

(including a leasehold estate) in the above-described property, for any work done or labor or materials furnished under the Contract or otherwise.

This agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the construction of the addition and remodeling and other improvements to the existing building as to any work and labor done and materials furnished under the Contract aforesaid.

Contractor hereby represents and warrants that prior to the date hereof no work has been done and no materials have been furnished with regard to the construction which is the subject of the Contract or with regard to any supplemental contract, verbal or written, or contract for extra work in or about the construction and competition of any buildings or other improvements on the above-described property.

In order to give Owner and any person having an estate in the above-described property (including a leasehold estate), full power and authority to protect herself, himself and themselves, the above-described property, the buildings or other improvements to be constructed thereon, and the curtilages appurtenant thereto, against any and all liens or claims filed by the Contractor or anyone acting under or through it in violation of the foregoing covenant by Contractor, the Contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as attorney for him, it, them, or any of them, in any such Court, and in his, its or their name or

names, (a) to the extent permitted by law, to mark satisfied of record at the cost and expense of Contractor or of any subcontractor, laborer or material supplier, any and all claims or liens filed in violation of the foregoing waiver and covenant, or (b) to cause to be filed and served in connection with such claims or liens (in the name of Contractor or any subcontractor, laborer or material supplier, or anyone else acting under or through him, it, or them) any pleading or instrument, or any amendment to any pleading or instrument previously filed by him, it or them, to incorporate therein, as part of the record the waiver contained in this instrument, and for such act or acts this instrument shall be good and sufficient warrant and authority, and a reference to the court, term and number in which and where this Waiver of Liens shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the contractor for himself, itself and for them does hereby remise, release and quitclaim all rights and all manner of errors, defects and imperfections, whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

This agreement and Waiver of Liens is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County of Clearfield, Commonwealth of Pennsylvania, or other proper place in which the above-described lands are located, within ten (10) days after the date hereof in accordance with the requirements of law in such case provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals

this 14 day of May, 2004.

WITNESS:

Sonia K. Yoo-Ott

Sonia K. Yoo-Ott (SEAL)

Sonia K. Yoo-Ott

Gary D. Ott HD (SEAL)

Gary D. Ott
("Owner")

WITNESS:

David L. Parrott

PARROTT PAINTING AND FINISH CARPENTRY:

By David L. Parrott (SEAL)

David L. Parrott
("Contractor")

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William A. Shaw
Prothonotary/Clerk of Courts Pd 2000