

05-646-CD

F. Smeal, et al vs. Youngkin Constr.

Frederick Smeal et al v. Youngkin Constr  
2005-646-CD

05-046-C

FILED No CC  
01/22/2004 Fidelity Closing  
MAY 09 2005 Services, LLC  
Pd. 20.00

WAIVER OF LIENS

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Frederick V. Smeal, III, and Katrina Smeal, h/w (collectively the "Owner") and Youngkin Construction ("Contractor") have entered into an agreement ("Agreement") relating to the construction of certain improvements to a parcel of real property known as 725 Market Street, Beccaria Township, Clearfield County, PA, identified as Clearfield County Tax Parcel No. 101-H17-000-00078, as more particularly described on Exhibit A attached hereto ("Premises"), as part of the consideration for which agreement this Waiver is given;

WHEREAS, the Contractor has covenanted, promised and agreed that no mechanics' liens or claims will be entered and filed against the Premises by Contractor, its subcontractors, vendors, materialmen, laborers or anyone else for any work, material or labor supplied in the performance of the Agreement or any supplemental agreement for extra work.

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 of which is hereby acknowledged, as well as for and in consideration of the entry by Owner thereunder, it is stipulated and agreed that neither the undersigned Contractor, any subcontractor, vendor, materialman, laborer, nor any other person furnishing labor or materials to Contractor with respect to the Agreement shall file a lien, commonly called a mechanics' lien, for work done or materials furnished to the buildings or improvements located on the Premises or any part thereof.

This stipulation and agreement waiving the right of lien shall be an independent covenant and shall also operate and be effective with respect to work done and materials furnished under any supplemental agreement or arrangement for extra work in the erection, construction and completion of any buildings or improvements on the Premises.

In the event that any mechanic's liens or claim is filed by the undersigned, undersigned hereby irrevocably waives any right to a jury trial in any action to strike or discharge the lien.

If the undersigned or any contractor or materialmen claiming by, through or under the undersigned files a mechanic's lien, notwithstanding this Waiver, the Owner or the Owner's representatives, successors or assigns shall have the right to discharge the lien by appropriate legal proceedings and to retain out of any payment then due or thereafter to become due to the undersigned an amount sufficient to completely reimburse and indemnify Owner against expenses and losses resulting from such lien. Expenses and losses shall include any attorney's fees, surety bond premiums and other costs incurred in attempting to discharge or remove such lien and any damages or other losses resulting from such lien all of which the undersigned agrees to pay. If any payment then due to the undersigned by Owner is not sufficient to reimburse and indemnify Owner by way of off-set as aforesaid, the undersigned agrees to pay the amount of the difference to Owner upon demand.

W.A. Shaw  
Prothonotary/Clerk of Courts

The undersigned hereby warrants and represents that as of the execution of this Waiver, no work of any kind has been done and no materials or supplies of any kind have been furnished in the performance of the aforesaid Agreement or any supplemental agreement of extra work in the erection, construction and completion of any buildings on the Premises or otherwise.

This Agreement and Waiver is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County where the Premises are located and Contractor agrees that it, all subcontractors, vendors, materialmen, laborers on said work shall look to and hold Contractor liable for the Agreement, materials furnished and work and labor done, so that there shall not be any legal or lawful claims of any kind whatsoever against Owner for any work done or labor or material furnished under the Agreement with the Contractor.

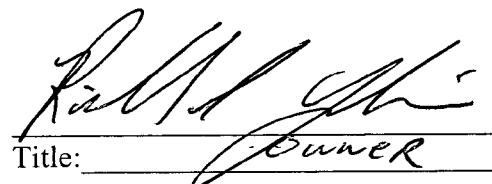
It is expressly understood that the foregoing Waiver and all of the provisions and remedies herein contained shall be available to and for the protection of Owner.

IN WITNESS WHEREOF, Contractor and the Owners have signed and sealed these presents as of the 14<sup>th</sup> day of April, 2005.

YOUNGKIN CONSTRUCTION:



\_\_\_\_\_  
Witness

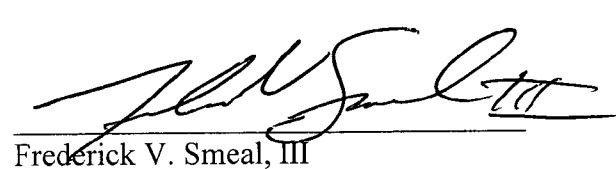


\_\_\_\_\_  
Title: Owner

OWNER:



\_\_\_\_\_  
Witness



\_\_\_\_\_  
Frederick V. Smeal, III



\_\_\_\_\_  
Witness



\_\_\_\_\_  
Katrina Smeal

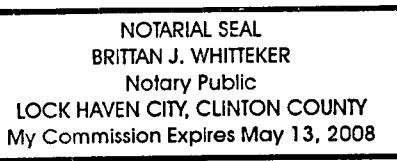
COMMONWEALTH OF PENNSYLVANIA,

*Bair*

COUNTY ss:

On this, the 14<sup>th</sup> day of April, 2005 before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Frederick V. Smeal, III, and Katrina Smeal, h/w, known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

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



  
Notary Public  
My Commission Expires:

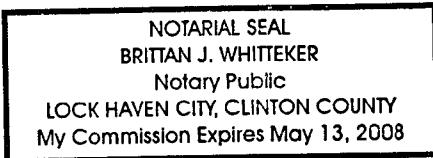
COMMONWEALTH OF PENNSYLVANIA:

:ss.

COUNTY OF Bair :

On this, the 14<sup>th</sup> day of April, 2005, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Richard D. Youngkin who acknowledged himself/herself to be the owner of Youngkin Construction and that he/she as such officer, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

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



  
Notary Public  
My Commission Expires:

UNITED GENERAL TITLE INSURANCE COMPANY  
CONTINUATION SCHEDULE FOR USE WITH COMMITMENT OR POLICIES

SCHEDULE A-3 (Continued)

Agent's File No.: **A5-109**

Commitment No.:

Policy No.:

ALL that certain parcel of land and improvements thereon situate in the Township of Beccaria, County of Clearfield and Commonwealth of Pennsylvania, and designated as Parcel No. 101-H17-000-00078 and more fully described in a Deed dated January 27, 2005 and recorded January 28, 2005 in Clearfield County in Instrument #200501192, granted and conveyed unto Frederick V. Smeal, III, and Katrina Smeal, his wife, as tenants by the entireties.