

06-438-CD
Summit City Construction vs City of
DuBois

Summit City vs City of DuBois
2006-438-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

SUNAIT CITY CONSTRUCTION, INC.
(Plaintiff)

CIVIL ACTION

RT-8 NORTH
(Street Address)

No. 2006-438-CD

OIL CITY, PA 16301
(City, State ZIP)

Type of Case: STIPULATION AGAINST LIENS

Type of Pleading: _____

VS.

Filed on Behalf of:

CITY OF DUBOIS
(Defendant)

SUNAIT CITY CONSTRUCTION INC.
(Plaintiff/Defendant)

(Street Address)

DUBOIS, PENNA. 15801
(City, State ZIP)

FILED 

MAR 23 2006
10:00 AM
William A. Shaw
Prothonotary/Clerk of Courts

KEVIN L. WITHERS
(Filed by)

9 Banning St. OIL CITY, PA 16301
(Address)

814-673-1166
(Phone)

Ken F. White
(Signature)

Stipulation Against Liens

THIS AGREEMENT made the
by and between Summit City Construction, Inc.

day of

, 2006

hereinafter referred to as Contractor,

AND

City of DuBois

Owner, whereby the former undertook and agreed to erect and construct a City of DuBois Contract, hereinafter referred to as

2005-2: Backwash Water Storage Tank

lot of group situate in

Sandy Township, Clearfield County, Pennsylvania, said lot being the same as the parcel noted and identified on the deed attached as the "Subject Parcel", containing 25.5 acres more or less, and having the City of DuBois Water Filtration Plant erected thereon.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the said Contractor, for and in consideration of the sum of (\$1.00) Dollar to in hand paid by Owner, the receipt whereof is hereby acknowledged, and the further consideration mentioned in the agreement aforesaid, for themselves and their subcontractors, and all parties acting through or under them, covenant and agree that no mechanic's liens or claims shall be filed or maintained by them or any of them against the said buildings and the lot of ground appurtenant thereto for or on account of any work done or materials furnished by them or any of them under said contract or otherwise, for, towards, in, or about the erection and construction of the said buildings on the lot above described, and the said Contractor, for themselves, their subcontractors and others under them hereby expressly waive and relinquish the right to have, file, and maintain any mechanic's liens or claims against the said buildings or any of them, and agree that this instrument, waiving the right of lien, shall be an independent covenant.

WITNESS our hands and seals this

23RD

day of

MARCH

19 2006

Signed, Sealed and Delivered
In the Presence of

Ken Luthy

VICE PRESIDENT



ACKNOWLEDGMENT FOR INDIVIDUAL

State of

County of

ss.

On this, the
undersigned officer, personally appeared

day of

, 19 , before me the

known to me (or satisfactorily proven) to be the person whose name
instrument and acknowledged that executed the same for the purposes therein contained, subscribed to the within

In witness whereof, I hereunto set my hand and official seal.



Title of Officer

ACKNOWLEDGMENT FOR CORPORATION

State of PENNSYLVANIA

County of CLEARFIELD

ss.

On this, the 23rd day of MARCH, 2006, before me, a Notary Public, personally appeared KEVIN L. WITHERUP, known to me to be the person whose name is subscribed as VICE PRESIDENT of SUMMIT CITY CONST. INC., and who acknowledges himself to be the corporation, and that he as such PERSON, being authorized to do so, executed the foregoing statement for the purposes therein contained by signing the name of the corporation by himself as VICE PRESIDENT

In witness whereof, I have hereunto set my hand and notarial seal.

Notary Public

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

Stipulation
Against Liens

Owner

Contractor

Date

FILED

Prothonotary

FILED
MAR 23 2006
William A. Shaw
Prothonotary/Clerk of Courts

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Chestnut Co., Chestnut, PA