

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

2006-438-CD  
Summit City vs City of DuBois

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

SUNRISE CITY CONSTRUCTION, INC.  
(Plaintiff)

CIVIL ACTION

RT-8 NORTH  
(Street Address)

No. 2006-438-C0

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)

SUNRISE CITY CONSTRUCTION, INC.  
(Plaintiff/Defendant)

(Street Address)  
DUBOIS, PENNA. 15801  
(City, State ZIP)

**FILED**

*Kam*  
MAR 23 2006

*10:00 AM*  
D/10:00 AM

William A. Shaw  
Prothonotary/Clerk of Courts

Kevin L. WITHERS  
(Filed by)

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

814-673-1166  
(Phone)

Ken Wither  
(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 *hereinafter referred to as* City of DuBois Contract

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 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 , 2006

Signed, Sealed and Delivered  
In the Presence of

Ken Hall

VICE PRESIDENT



### ACKNOWLEDGMENT FOR INDIVIDUAL

State of

County of

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me the  
undersigned officer, personally appeared

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

On this, the 23<sup>rd</sup> day of MARCH, 2006, before me, a Notary  
Public, personally appeared KEVIN L. WINTERUP, known to me to be the person whose name is  
subscribed as VICE-PRESIDENT, and who acknowledges himself to be the  
of Summit City Const. Inc., corporation,  
and that he as such, 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.

A handwritten signature of the notary public.

\_\_\_\_\_  
Notary Public

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

Stipulation  
Against Liens

Owner

Contractor

FILED

Date

\_\_\_\_\_  
Prothonotary

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

WILLIAM A. SHAW  
Prothonotary  
Wyoming Court of Appeals  
If filed Monday in year 2010  
Casper Co., Casper, WY