

DOCKET NO. Road DK# 8

YEAR	NUMBER	ACTION
90 - 2 - Road		

In Re: Approval of
Proposed County Road.
in Pitts Twp **VERSUS**



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

IN RE: APPROVAL OF PROPOSED *
COUNTY ROAD TO BE LOCATED IN *
PIKE TOWNSHIP, CLEARFIELD * No. 90- 2- ROAD
COUNTY, PENNSYLVANIA *

PETITION

To the Honorable Judges of Said Court:

AND NOW, comes Clearfield County^{III} by the Board of Commissioners, William Wise, Tim Morgan and Harry Fred Bigler, Clearfield County Courthouse, Clearfield, Pennsylvania, who in accordance with Section 2740 of the County Code, 16 P.S. Section 2740, petitions this Court for approval of the construction of a road in Pike Township, Clearfield County, Pennsylvania to be a county road and in support hereof avers as follows:

1. Section 2702 of the Act of August 9, 1955, P.L. 323, as amended, 16 P.S. Section 2702 (hereinafter the "County Code") provides in pertinent part:

For the purpose of providing public roads, specially constructed, improved and maintained, the County Commissioners may, upon approval by the Court of Quarter Sessions, originally lay out and open any road...and build and maintain roads as county roads within their respective limits.

2. Section 2730 of the County Code, 16 P.S. Section 2730, provides in pertinent part:

Whenever the County Commissioners shall deem it expedient so to do and upon the approval thereof by the Court of Quarter Sessions as hereinafter provided, they may cause to be...located, constructed, operated and maintained roads...anywhere within the County...

3. Section 2740 of the County Code, 16 P.S. Section 2740, provides in pertinent part:

(a) When the County Commissioners resolve to exercise any of the powers conferred in Subdivision (a) of this Article, they shall cause to be prepared surveys and plans of such road...showing the improvement proposed to be made...and they shall present such surveys and plans, together with their Petition, on behalf of such County, to the Court of Quarter Sessions, praying for approval of such proposed exercise of powers. Such Petition shall briefly describe the proposed improvement and the estimated cost thereof and, if the method of construction has not been fully determined, the estimated cost thereof according to each of the several methods in which the improvement may practically be made.

(b) On the filing of such Petition, the Court shall fix a time for a hearing thereon. Notice of said hearing shall be given, by an advertisement published at least 10 days prior to the hearing in two newspapers of general circulation in the County, which Notice shall briefly describe the location of the improvement proposed to be made and the time, place and purpose of said hearing. Upon the hearing thereof, the Court may, for proper cause shown, disapprove the Petition; otherwise, it shall approve the same in order that the improvement be made and constructed in accordance with the plans and surveys accompanying the Petition.

4. In accordance with the powers conferred upon them and the procedures described above, the County Commissioners hereby seek this Court's approval of their laying out, construction and opening of a proposed road to be a county road.

5. A survey and plan of the proposed road prepared by Uni-Tec, Inc., Consulting Engineers and Technicians is annexed hereto as Exhibit "A" and incorporated herein by reference. The proposed road is identified on Exhibit "A" as Wanakah Drive and Messina Circle which are to be constructed within thirty three foot rights-of-way more fully bounded and described in legal descriptions therefore, annexed hereto as Exhibit "B" and "C"

which are made a part hereof. The proposed road being the subject of this Petition does not include Ravena Way, Wanakah Drive future phase and Chenango Trail also shown on Exhibit "A".

6. The estimated cost of the construction of the proposed road as estimated by Uni-Tec, Inc., is One Hundred Thousand Five Hundred Twenty (\$100,520.00) Dollars.

7. The purpose of the road is to provide access to and development of camping sites to be constructed by the Clearfield County Municipal Services and Recreation Authority in the Curwensville Dam Recreation Area.

8. Construction of the proposed road is to be performed by Clearfield County in conjunction and cooperation with the Clearfield County Municipal Services and Recreation Authority.

9. The areas described in and depicted on Exhibit "A" including all areas upon which the road is proposed to be constructed are owned by the United States Army, Corps of Engineers. Said areas are under lease to Clearfield County by the United States Army, Corps of Engineers by a lease dated May 20, 1987, a copy of which is annexed hereto as Exhibit "D". Additionally, the United States Army, Corps of Engineers has granted to the Clearfield County Commissioners an easement identified as number DACW-31-2-90-092 for the construction of the proposed road dated May 8, 1990. The easement granted is for a period not exceeding that for which Clearfield County has Curwensville Dam Recreation

Area under lease with the Department of Army. A consent to the prayer of this Petition by the Secretary of the Army is annexed hereto as Exhibit "C".

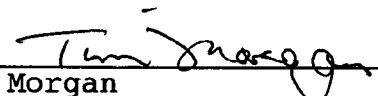
WHEREFORE, your Petitioners respectfully request this Court's approval of the proposed construction and the entry of an Order authorizing construction in accordance with the Plan and Survey accompanying the Petition and that upon completion, the road is to be a county road under the control and supervision of the County Commissioners subject to the rights of the Department of the Army provided for in its grant of the easement for the road.

Respectfully submitted,

Clearfield County Commissioners
By:



William Wise



Tim Morgan

Harry Fred Bigler



Kim C. Kesner, Solicitor for
Clearfield County

COMMONWEALTH OF PENNSYLVANIA

:

:

SS.

:

COUNTY OF CLEARFIELD

Before me the undersigned authority personally appeared William M. Wise, who, being duly sworn according to law, deposes and says that he is the Chairman of the Board of County Commissioners for Clearfield County, and that he as such officer is authorized and empowered to execute this affidavit, and that the facts and averments set forth in the foregoing Petition are true and correct to the best of his knowledge, information, and belief.

William M. Wise
William M. Wise

Sworn to and subscribed before me this 22 day of
May, 1990.

Allen D. Butz
Notary Public

My Commission Expires:

PROTESTANT
My Commission Expires
1st Monday in Jan. 1994

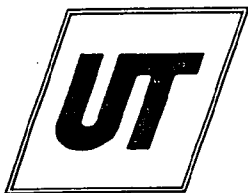
CONSENT

The Chief of the Real Estate Division of the Baltimore District of the United States hereby consent to the prayer of this Petition and to this Court's authorization of the construction and establishment of the proposed road as a county road to be used as a public access road for a period not exceeding that for which Clearfield County has Curwensville Dam Recreation Area under lease with the Department of the Army and subject to the rights and/or remedies of the Department of the Army provided for in its granted easement for the road number DACW-31-2-90-092.

In witness whereof, I have hereunto set my hand this 8th day of May, 1990 by authority of the Chief of the Real Estate Division of the Baltimore District of the United States Army Corps of Engineers.



G.R. BOGGS
Chief, Real Estate Division



UNI-TEC, INC.

2041 CATO AVENUE
STATE COLLEGE, PENNSYLVANIA 16801

CONSULTING ENGINEERS
AND TECHNICIANS

■ 814-238-8223

LEGAL DESCRIPTION

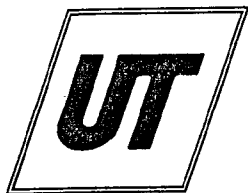
All that certain tract of land situated in Pike Township, Clearfield County, Pennsylvania; being a 33 foot right-of-way for Wanakah Drive, as shown on the General Plan for the construction of Recreational Facilities, Curwensville Dam Recreation Area, by Uni-Tec, Inc., State College, Pennsylvania, being bounded and described as follows:

Beginning at a point lying in the centerline of Township Road 324, thence traversing along the Wanakah Drive centerline, S 78° 48' 41" E, 70.00 feet to a point, thence continuing along said centerline along a curve to the left having a chord bearing of N 88° 41' 19" E, a chord distance of 119.04 feet, a radius of 275.00 feet and an arc distance of 119.99 feet to a point, thence continuing along said centerline, N 76° 11' 19" E, 297.00 feet to a point, thence continuing along said centerline along a curve to the right having a chord bearing of N 84° 56' 19" E, a chord distance of 91.27 feet, a radius of 300.00 feet, and an arc distance of 91.63 feet to a point lying in said centerline and being a centerline point for Massena Circle, having a total length of 578.62 feet.

Prepared 3/6/90

LEA/wgs

Exhibit "B"



UNI-TEC, INC.

2041 CATO AVENUE
STATE COLLEGE, PENNSYLVANIA 16801

CONSULTING ENGINEERS
AND TECHNICIANS

■ 814-238-8223

LEGAL DESCRIPTION

All that certain tract of land situated in Pike Township, Clearfield County, Pennsylvania; being a 33 foot right-of-way for Massena Circle, as shown on the General Plan for the construction of Recreational Facilities, Curwensville Dam Recreation Area, by Uni-Tec, Inc., State College, Pennsylvania, being bounded and described as follows:

Beginning at a point lying in the centerline of Wanakah Drive, thence along the centerline of Massena Circle along a curve to the right having a chord bearing of N 48° 41' 19" E, a chord distance of 56.57 feet, a radius of 40.00 feet, and an arc distance of 62.83 feet to a point, thence continuing along said centerline, S 86° 18' 41" E, 240.00 feet to a point, thence continuing along said centerline along a curve to the left having a chord bearing of N 71° 41' 19" E, a chord distance of 149.84 feet, a radius of 200.00 feet, and an arc distance of 153.59 feet to a point, thence continuing along said centerline, N 49° 41' 19" E, 287.00 feet to a point, thence continuing along said right-of-way along a curve to the left having a chord bearing of N 34° 41' 19" E, a chord distance of 90.59 feet, a radius of 175.00 feet, and an arc distance of 91.63 feet to a point, thence continuing along said centerline, N 19° 41' 19" E, 420.00 feet to a point, thence continuing along said centerline along a curve to the left having a chord bearing of N 40° 18' 41" W, a chord distance of 303.11 feet, a radius of 175.00 feet, and an arc distance of 366.52 feet to a point, thence continuing along said centerline, S 79° 41' 19" W, 137.00 feet to a point, thence continuing along said centerline along a curve to the left having a chord bearing of S 04° 41' 18" W, a chord distance of 194.69 feet, a radius of 100.78 feet and an arc distance of 263.83 feet to a point, thence continuing along said centerline, S 70° 18' 41" E, 330.76 feet to a point lying in the centerline of Massena Circle having a total centerline length of 2,353.16 feet.

Prepared 3/6/90

LEA/wgs

Exhibit "C"

DEPARTMENT OF THE ARMY

LEASE

NO. DACW-31-1-87-097

FOR PUBLIC PARK AND RECREATIONAL PURPOSES

CURWENSVILLE LAKE

PROJECT AREA

THE SECRETARY OF THE ARMY under authority of Section 4 of the Act of Congress approved 22 December 1944, as amended (16 U.S.C. 460d), hereby grants to

Clearfield County, Pennsylvania a lease for a period of five (5) years commencing ~~on~~ upon execution hereof ~~XXXXXX~~, to use and occupy approximately 280 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Curwensville Lake Project Area, hereinafter referred to as the premises as shown ^{in red} on attached Exhibits A and B ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. The lessee shall conform to such regulations as the Secretary of the Army may issue to govern the public use of the project area, and shall comply with the provisions of the above cited Act of Congress. The lessee shall protect the premises from fire, vandalism, and soil erosion, and may make and enforce such regulations as are necessary, and within its legal authority, in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with provisions of the above cited Act of Congress.

2. The lessee shall administer and maintain the premises in accordance with the U.S. Army Engineers' Master Plan and the implementing General Development Plan for the premises and with an Annual Management Program to be mutually agreed upon between the lessee and the U.S. Army District Engineer in charge of the administration of the project, which may be amended from time to time as may be necessary. Such Annual Management Program shall include, but is not limited to, the following:

a. Plans for management activities to be undertaken by the lessee or jointly by the U.S. Army Engineers and the lessee, including improvements and other facilities to be constructed thereon.

b. Budget of the lessee for carrying out the management activities.

c. Personnel to be used in the management of the area.

3. The lessee shall provide the facilities and services necessary to meet the public demand either directly or through concession agreements with third parties. All such agreements shall state that they are granted subject to the provisions of this lease and that the concession agreement will not be effective until approved by the District Engineer.

4. Admission ^{or} entrance ~~XXXXXX~~ fees may be charged by the lessee for the entrance to ~~XXXXXX~~ the premises or any facilities constructed thereon, PROVIDED, prior written approval of the District Engineer is obtained.

5. The amount of any fees and all rates and prices charged by the lessee or its concessionaires for accommodations, food (except packaged goods), and services furnished or sold to the public shall be subject to the prior approval of the District Engineer. The lessee shall, by 15 April and 15 October of each year, submit to the District Engineer for approval a list of the fees, rates and prices proposed for the following 6 months, including justification for any proposed increase or decrease. The District Engineer will give written notice to the lessee of his approval of or objection to any proposed fee, rate or price and will, if appropriate, state an approved fee, rate or price for each item to which an objection has been made. The lessee and/or its concessionaires shall keep a schedule of such fees, rates or prices posted at all times in a conspicuous place on the leased premises.

6. All monies received by the lessee from operations conducted on the premises, including, but not limited to, entrance and admission fees ~~and other fees~~ and rental or other consideration received from its concessionaires, may be utilized by the lessee for the administration, maintenance, operation and development of the premises. Any such monies not so utilized, or programmed for utilization within a reasonable time, shall be paid to the District Engineer at the end of each 5-year period. The lessee shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the District Engineer, except for annual or weekly entrance fees which also are honored at other recreational areas operated by the lessee. The District Engineer shall have the right to perform audits of the lessee's records and accounts, and to require the lessee to audit the records and accounts of third party concessionaires, and furnish the District Engineer a copy of the results of such an audit.

7. All structures shall be constructed and landscaping accomplished in accordance with plans approved by the District Engineer. Further, the lessee shall not discharge waste or effluent from the premises in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

8. The right is reserved to the United States, its officers, agents, and employees, to enter upon the premises at any time and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove timber or other material required for such work, to flood the premises when necessary, and/or to make any other use of the land as may be necessary in connection with public navigation and flood control, and the lessee shall have no claim for damages of any character on account thereof against the United States or any agent, officer or employee thereof.

9. Any property of the United States damaged or destroyed by the lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the lessee to the satisfaction of the District Engineer.

10. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the lessee, or for damages to the property or injuries to the person of the lessee's officers, agents, servants, or employees or others who may be on the premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of the premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities, and the lessee shall hold the United States harmless from any and all such claims.

11. That at the time of the commencement of this lease, the lessee will obtain from a reputable insurance company, acceptable to the Government, liability or indemnity insurance providing for minimum limits of \$ 500,000 per person in any one claim, and an aggregate limit of \$ 1,000,000 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and \$ 100,000 for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the lessee under the terms of this lease.

12. This lease may be relinquished by the lessee at any time by giving to the Secretary of the Army, through the District Engineer, at least 30 days' notice in writing.

13. This lease may be revoked by the Secretary of the Army in the event the lessee violates any of the terms and conditions of this lease and continues and persists therein for a period of 30 days after notice thereof in writing by the District Engineer.

14. On or before the date of expiration of this lease or its relinquishment by the lessee, the lessee shall vacate the premises, remove its property therefrom, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the lessee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove its property and so restore the premises, then its property shall become the property of the United States without compensation therefor, and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

15. The lessee or its concessionaires shall not discriminate against any person or persons because of race, creed, color or national origin in the conduct of its operations hereunder. The grantee furnishes as part of this contract an assurance (Exhibit C) that he will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations.

16. All notices to be given pursuant to this lease shall be addressed, if to the lessee, to Clearfield County Commissioners, Court House, Clearfield, PA 16830; if to the Government, to the Corps of Engineers, ATTN: NABRE-M, P.O. Box 1715, Baltimore, MD 21203-1715, or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

17. This lease is subject to all existing easements, and easements subsequently granted, for roadways, and utilities located or to be located on the premises, provided that the proposed grant of any easement will be coordinated with the lessee and easements will not be granted which will interfere with developments, present or proposed, by the lessee.

IN WITNESS WHEREOF I have hereunto set my hand and the
ofXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX19XXXXXXXXXXXXXXXXXXXX

The above instrument together with the protocols and conditions whereof he hereby accepted this xxxxxxxxxxxxxxx day of xxxxxxxxxxxxxxxxxxxx 19xxxxxxxxxxxxxxxxxxxxxxxx

18. No user fees may be charged for items prohibited by 16 U.S.C. 4601-6a (b) (Exhibit D).

19. That, within the limits of their respective legal powers, the lessee shall protect the project against pollution of its water. The lessee shall comply promptly with any regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency and/or state, interstate or local Governmental Water Pollution Control Agency having jurisdiction to abate or prevent water pollution. Also restricted is the use of chemical pesticides, fertilizers or other chemicals, oils or solvents that could negatively effect or cause contamination to the air, ground water and ecosystems relating to the life or use by man, domestic animals, fish and wildlife. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, state, interstate or local Governmental Agency are hereby made a condition of this instrument.

20. That the right to enter upon the leased premises at any time to perform health and safety inspections is hereby reserved to the United States, its officers, agents, and employees. Upon discovery of any condition that presents an eminent and dangerous threat to the health and safety of the public, the inspecting officer may require that any part or all of the leased premises be closed to the public until such condition is corrected and the danger to the public eliminated. The determination of the District Engineer regarding the existence of any danger to the public and the need for emergency closure of the leased premises shall be final and conclusive. The lessee shall have no claim for damages against the United States, or any officer, agency, or employee thereof on account of action taken pursuant to this condition.

21. Structures or activities in (including the discharge of dredged or fill materials into) waters of the United States and/or their adjacent wetlands must have prior approval from the Department of the Army. Information concerning Department of the Army permits pursuant to either Section 10 of the River and Harbor Act of 1899 and/or Section 404 of the Clean Water Act may be obtained from the Baltimore District's Regulatory Branch, (301) 962-3670. This real estate instrument does not constitute Department of the Army Regulatory Permit approval.

22. THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

23. That this lease may be renewed by the lessee at the end of each of the next four (4) five-year periods.

Prior to the execution of this lease, Condition Nos. 4 and 6 were modified and Condition Nos. 18 through 23 were added on pages 4 and 5 which are hereby made a part of this lease.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of May 19 87 by authority of the Secretary of the Army.

G. R. Boggs

G. R. Boggs
Chief, Real Estate Division

The above instrument, together with the provisions and conditions thereof, is hereby accepted this 18th day of MAY 19 87.

CLEARFIELD COUNTY

BY:

F. Jay Snaster

TITLE:

Chm

Eleanor Ludwig
Chief Clerk

Henry Fred Bogle

Tim Morgan - Commissioner

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Clearfield County

(hereinafter called "Applicant-Recipient")

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, December 28, 1964) issued pursuant to that title to the end that, in accordance with Title VI of that Act and the Directive, no person in the United States shall, on the grounds of race, creed, sex, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from Corps of Engineers and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by this Corps of Engineers, assurance shall obligate the Applicant-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by Corps of Engineers.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Dated May 18, 87

Caution

2nd + Market St - Clearfield, Pa 16830

(Applicant-Recipient's Mailing Address)

Clearfield County

(Applicant-Recipient)

BY:

L. Jay Maske, Chm.

(President, Chairman of Board, or
comparable authorized Official)

EXHIBIT C

WATER RESOURCE DEVELOPMENT

NATIONAL PARKS, ETC.

16 U.S.C. 4601-6a(b)

(b) Recreation use fees; collection; campgrounds at lakes or reservoirs under jurisdiction of Corps of Engineers; fees for Golden Age Passport permittees

Each Federal agency developing, administering, providing or furnishing at Federal expense, specialized outdoor recreation sites, facilities, equipment, or services shall, in accordance with this subsection and subsection (d) of this section, provide for the collection of daily recreation use fees at the place of use or any reasonably convenient location: *Provided*, That in no event shall there be a charge by any such agency for the use, either singly or in any combination, of drinking water, wayside exhibits, roads, overlook sites, visitors' centers, scenic drives, toilet facilities, picnic tables, or boat ramps: *Provided, however*, That a fee shall be charged for boat launching facilities only where specialized facilities or services such as mechanical or hydraulic boat lifts or facilities are provided: *And provided further*, That in no event shall there be a charge for the use of any campground not having the following—tent or trailer spaces, drinking water, access road, refuse containers, toilet facilities, personal collection of the fee by an employee or agent of the Federal agency operating the facility, reasonable visitor protection, and simple devices for containing a campfire (where campfires are permitted). At each lake or reservoir under the jurisdiction of the Corps of Engineers, United States Army, where camping is permitted, such agency shall provide at least one primitive campground, containing designated campsites, sanitary facilities, and vehicular access, where no charge shall be imposed. Any Golden Age Passport permittee, or permittee under paragraph (5) of subsection (a) of this section, shall be entitled upon presentation of such permit to utilize such special recreation facilities at a rate of 50 per centum of the established use fee.

EXHIBIT D

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENN-
SYLVANIA, CIVIL DIVISION

IN RE: APPROVAL OF
PROPOSED COUNTY ROAD TO BE
LOCATED IN PIKE TOWNSHIP,
CLEARFIELD COUNTY, PENN-
SYLVANIA

PETITION

FILED

0/10 30 AM
MAY 22 1990

ALLEN D. BIETZ
Prothonotary

CLEARFIELD COUNTY
COURT HOUSE
CLEARFIELD, PA 16830
KIM C. KESNER, ESQUIRE
SOLICITOR
(814) 765-2641

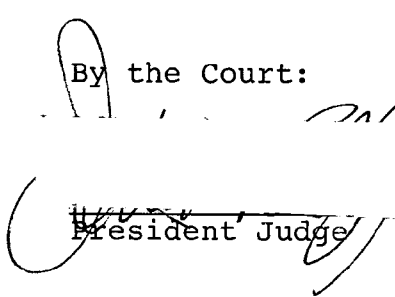
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: APPROVAL OF PROPOSED *
COUNTY ROAD TO BE LOCATED IN *
PIKE TOWNSHIP, CLEARFIELD * No. 90-2-Road
COUNTY, PENNSYLVANIA *

ORDER

AND NOW, this 13 day of June, 1990, upon hearing held this date thereon, it is hereby Ordered and Decreed that Clearfield County's Petition under Section 2740 of the County Code for approval of the construction of a road in Pike Township, Clearfield County, Pennsylvania to be a county road be and is hereby approved and it is hereby Ordered that said road be made and constructed in accordance with the plans and surveys accompanying the Petition, which road shall be a county road for such period as Clearfield County has an easement for a right-of-way for such road from the United States of America through the United States Army, Corps of Engineers or other authorized agent.

By the Court:


President Judge

FILED

0/ 9:30 AM
JUN 13 1990

ALLEN D. BIETZ
Prothonotary

two copies sent
to atty

**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE COURIER-EXPRESS
PUBLISHED BY COURIER-EXPRESS PUBLISHING COMPANY, DUBOIS, PENNSYLVANIA**
Under Act No. 587, Approved May 16, 1929, P. L. 1784

STATE OF PENNSYLVANIA }
COUNTY OF CLEARFIELD } SS:

Margaret G. Sloaf, Advertising Director of The Courier-Express,

of the County, and State aforesaid, being duly sworn, deposes and says that **The Courier-Express** is a daily newspaper published by Courier-Express Publishing Company at 56-58 West Long Avenue, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said daily newspaper has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the daily newspaper on the following dates, viz: the

1st. day of June, A.D., 1990

Affiant further deposes that he is an officer duly authorized by **The Courier-Express**, a daily newspaper, to verify the foregoing statement under oath and also declared that affiant is not interested in the subject matter of the aforesaid notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

THIS IS NOT A BILL

COURIER-EXPRESS PUBLISHING COMPANY

Publisher of

THE COURIER-EXPRESS

By Margaret G. Sloaf

7 day of June, 1990

Sworn and subscribed to before me this

NOTICE
NOTICE IS HEREBY GIVEN pursuant to the provisions of 2740 of the Act of August 9, 1955, P.L. 323, as amended that Clearfield County by the Board of Commissioners, William Wise, Tim Morgan and Harry Fred Bigler have filed with the Court of Common Pleas of Clearfield County a Petition requesting approval of the construction, operation and maintenance of a country road to be located in the Curwensville Dam Recreation Area, Pike Township, Clearfield County, Pennsylvania. The purpose of the proposed road is to provide access to and development of camping sites to be constructed by the Clearfield County Municipal Service and Recreation Authority in the Curwensville Dam Recreation Area. Hearing on the Petition shall be held before the Honorable Judge John K. Reilly, Jr., on the 13th day of June, 1990 at 9:00 o'clock a.m. at which all interested persons may appear. Plans and surveys of the proposed road are filed with the Petition in the office of the Prothonotary of Clearfield County.

NOTARIAL SEAL
BENJAMIN HARRIGER, Notary Public
CITY OF DUBOIS, CLEARFIELD CO., PA.
MY COMMISSION EXPIRES MARCH 3, 1991

Statement of Advertising Costs

COURIER-EXPRESS PUBLISHING COMPANY

Publisher of

THE COURIER-EXPRESS

DuBois, Pa.

To Kim Kesner Esq. Dr.

For publishing the notice or advertisement attached hereto on the above stated dates \$ 24.50

Probating same \$ 1.50

Total \$ 26.00

sher's Receipt for Advertising Costs

newspaper hereby acknowledges receipt of the aforesaid advertising and ne have been fully paid.

The (publication cos

Office: 56-58 V
Established 18

Pa. 15801

COURIER-EXPRESS PUBLISHING COMPANY

Publisher of

THE COURIER-EXPRESS

By

I hereby certify that the foregoing is the original Proof of Publication and Receipt for the Advertising costs in the subject matter of said notice.

ATTORNEY FOR

Kim C. Kesner, Esquire
Solicitor for Clearfield County
6/1/90

7

FILED

Jan 11 30 PM '97

ALLEN D. GIETZ
Prothonotary

JAN 12 1997

90-2-Road

PROOF OF PUBLICATION

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KIM C. KESNER, Esquire, Solicitor for Clearfield County

5:26-1d-b

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

On this 7th day of June, A.D. 1990, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of May 26, 1990

And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

Sworn and subscribed to before me the day and year aforesaid.

Ann K. Law
Notary Public - Clearfield, Pa.

My Commission Expires
September 16, 1992

NOTARIAL SEAL
ANN K. LAW, Notary Public
Clearfield Boro, Clearfield County, Pa.
My Commission Expires Sept. 16, 1992



FILED

0/2:30 pm
JUN 11 1993

ALLEN D. BIETZ
Prothonotary

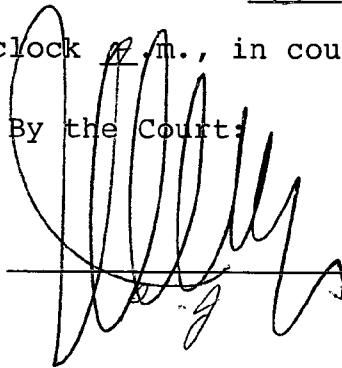
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: APPROVAL OF PROPOSED *
COUNTY ROAD TO BE LOCATED IN *
PIKE TOWNSHIP, CLEARFIELD COUNTY, * No. 90- 2 ~~20~~ ^{Road}
PENNSYLVANIA *

ORDER

AND NOW, this 23 day of May, 1990 upon
consideration of the Petition of the Board of Commissioners of
Clearfield County and in accordance with Section 2740 of the
County Code, it is hereby Ordered and Decreed that hearing on
the Petition for approval of the proposed county road to be
located in the Curwensville Dam Recreation Area, Pike Township,
Clearfield, Pennsylvania shall be held on the 13th day of
June, 1990 at 9:00 o'clock A.m., in courtroom # 1.

By the Court:



Judge

FILED

o/ 3:30 pm
MAY 23 1990

ALLEN D. BIE
Prothonotary

one copy sent
to atty

CA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENN-
SYLVANIA, CIVIL DIVISION

IN RE: APPROVAL OF
PROPOSED COUNTY ROAD TO BE
LOCATED IN PIKE TOWNSHIP,
CLEARFIELD COUNTY,
PENNSYLVANIA

ORDER

CLEARFIELD COUNTY
COURT HOUSE
CLEARFIELD, PA 16830
KIM C. KESNER, ESQUIRE
SOLICITOR
(814) 765-2641