

00-1-RD

GULICH TOWNSHIP, VACATION OF ASH STREET

FILED

00-1-20

JUL 11 2000

AGREEMENT

William A. Shaw
Prothonotary

THIS AGREEMENT made this 6th day of July, 2000, by and between the BOARD OF SUPERVISORS OF GULICH TOWNSHIP, PO Box 305, Walnut Street, Smithmill, Pennsylvania 16680, party of the First Part;

AND

BRIAN S. MURAWSKI of PO Box 71, Railroad Street, Morann, Pennsylvania 16663, and AMBROSE M. MURAWSKI of PO Box 126, Morann, Pennsylvania 16663, and GARY MURAWSKI, SR. of PO Box 68, Morann, Pennsylvania 16663, parties of the Second Part.

This Agreement is entered into by virtue of the authority granted by §67311 of the Second Class Township Code, 53 P.S. §67311 which reads in pertinent part:

When the Board of Supervisors relocates or vacates any part of any public road under its supervision and can agree with the property owners affected by the relocation or vacation, it may relocate or vacate the public road without the formality of a view.

The parties intend this Agreement to have the force and effect of a vacation agreement under 53 P.S. §67311 (a).

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

a. The facts regarding the vacation are as follows:

1. The street being the subject of this Agreement is Ash Street running in a northwesterly direction between Railroad Avenue and Whiteside Run, with said street lying entirely within the boundaries of Gulich Township, Clearfield County, Pennsylvania. A diagram showing that portion of Ash Street to be vacated is attached hereto and marked Exhibit "A".

2. That portion of Ash Street has not been opened or traversed or maintained by Gulich Township and provides no access to any party except for the parties of the second part named herein.

3. The parties of the real estate adjoining the vacated portion of Ash Street are:

(a) Brian S. Murawski, PO Box 71, Morann, Pennsylvania 16663, premises as were conveyed to him and more fully described in Clearfield County Deeds and Records Volume 1557, Page 391, Clearfield County Assessment Number 118-M15-529-1.

(b) Ambrose M. Murawski, PO Box 126, Morann, Pennsylvania 16663, and Gary Murawski, Sr., PO Box 68, Morann, Pennsylvania 16663, premises as were conveyed to them and more fully described in Clearfield County Deeds and Records Volume 1815, Page 569, Clearfield County Assessment Number 130-M15-528-1.

4. The parties of the second part are the only property owners or claimants in interest affected by the vacation of Ash Street from Railroad Street to Whiteside Run.

5. The parties hereto hereby acknowledge and confirm their agreement to the vacation to that portion of Ash Street as set forth on Exhibit "A" attached hereto.

6. Gulich Township hereby vacates and grants, conveys, remises, releases and quit claims to the parties of the second part any and all of its rights, title, claims, and interests in and to that vacated portion of Ash Street as set forth in Exhibit "A" attached hereto. The parties of the second part hereby authorize the Board of Supervisors of Gulich Township to present and record this Agreement in the offices of the Recorder of Deeds and Prothonotary of Clearfield County in accordance with 53 P.S. §67311.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST

Linda J. Pajork
Secretary

GULICH TOWNSHIP

By: Alex E. Solan
Alex E. Solan, Chairman

WITNESS:

Ronald C. Anker
as to all.

Brian S. Murawski
Brian S. Murawski

Ambrose M. Murawski
Ambrose M. Murawski

Gary Murawski, Sr.
Gary Murawski, Sr.



COMMONWEALTH OF PENNSYLVANIA:

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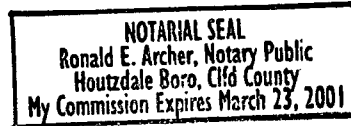
COUNTY OF CLEARFIELD :

On this, the 6th day of July, 2000, before me, a Notary Public, the undersigned officer, personally appeared **ALEX E. SOLAN, Chairman of the Board of Supervisors of Gulich Township, Clearfield County, Pennsylvania**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Ronald E. Archer

My commission expires:



COMMONWEALTH OF PENNSYLVANIA:

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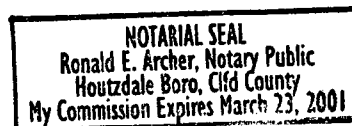
COUNTY OF CLEARFIELD :

On this, the 6th day of July, 2000, before me, a Notary Public, the undersigned officer, personally appeared **BRIAN S. MURAWSKI**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Ronald E. Archer

My commission expires:



COMMONWEALTH OF PENNSYLVANIA:

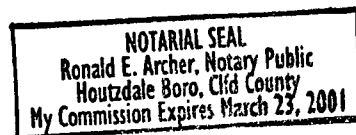
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COUNTY OF CLEARFIELD

On this, the 66th day of July, 2000, before me, a Notary Public, the undersigned officer, personally appeared **AMBROSE M. MURAWSKI**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Ronald E. Archer
My commission expires:



COMMONWEALTH OF PENNSYLVANIA:

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COUNTY OF CLEARFIELD

On this, the 6th day of July, 2000, before me, a Notary Public, the undersigned officer, personally appeared **GARY MURAWSKI, SR.**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Ronald E. Archer
My commission expires:



FILED

JUL 11 2000

Q/21 Ogletree Deakins
William A. Shaw

Prothonotary

22 @ 25.00

NOCC
E. ~~Shaw~~