

Road. DOCKET NO. 7

NUMBER TERM YEAR

1 August 55 1953.

In Re: Public Road from Maple Ave.

Extension to Chestnut Avenue.

VERSUS

IN THE COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENN.

IN RE: PUBLIC ROAD FROM : No. _____ August Session, 1953
MAPLE AVENUE EXTENSION TO :
CHESTNUT AVENUE :
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PETITION

TO THE HONORABLE THE JUDGE OF THE ABOVE NAMED COURT

The Petition of the Township of Sandy respectfully
represents:

FIRST- Your Petitioners have entered into an agreement with the School District of the Township of Sandy, for the construction of a road leading from Maple Avenue Extension through and across the property of the School District to Chestnut Avenue. A copy of the said agreement is hereto attached and made a part hereof.

SECOND- The School District of the Township of Sandy is the sole owner of all of the land abutting on both sides of the road and have agreed that no damages or claims shall be made to the School District for the cost of the construction of the said road.

THIRD- The said road has been constructed wholly and solely at the expense of the School District and there is no expense or cost accruing to the Township of Sandy, saving and excepting the expenses and cost of this Petition.

A copy of the map of said road as constructed is made a part of the agreement between the School District and the Township of Sandy and is attached hereto and made a part hereof. Said map showing the location of the road, together with the

elevation thereof.

WHEREFORE, your Petitioner prays that the new location of the road be approved by the court and the said road shall be taken to be a public road of the Township of Sandy. And it will ever pray.

SANDY TOWNSHIP

By James A. Nelson
Secretary

STATE OF PENNSYLVANIA)
COUNTY OF CLEARFIELD)
 ss.

Personally appeared before me, a Notary Public in and for the above county and state, James A. Nelson, who being duly sworn, deposes and says that he is Secretary of the Sandy Township, and that he has knowledge of the facts set forth in the foregoing Petition and that they are true and correct to the best of his knowledge and belief.

Sworn and subscribed to before me this
21st day of August, 1953.

Beny Ladauer

My commission expires May 13, 1957

IN THE COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENN.

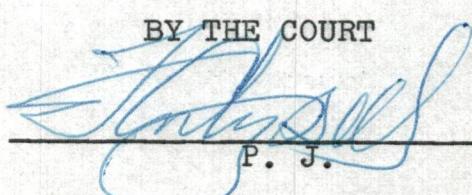
In re: PUBLIC ROAD FROM : No. _____ August Session, 1953
MAPLE AVENUE EXTENSION TO :
CHESTNUT AVENUE :
*** ***

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ORDER

Now, 24 day of August, 1953 the foregoing Petition having been read and considered and it appearing that the proposed road to be constructed is solely within the land of the Sandy Township School District and that the said School District has agreed with the Township of Sandy for the construction of said road, and it further appearing that the costs of the said proceedings shall not exceed the sum of \$1000.00 it is therefore ordered and judged and decreed that the said road as laid out in the map attached to the agreement part, and part of this original Petition be, and the same is hereby taken to be a public road and shall be added to the road system of the Township of Sandy in accordance with Section 17 of the Act of July 10, 1947 P.L.1481.

BY THE COURT


P. J.

✓ AGREEMENT

THIS AGREEMENT entered into this 10th day of July, 1953, between the Township of Sandy, a Municipal Corporation, in Clearfield County, Pennsylvania, hereinafter known as the Township

A
N
D

The School District of the Township of Sandy, a Municipal Corporation of the same place, hereinafter known as the School District

WITNESSETH, that the said Township and School District do hereby agree that a road leading from Maple Avenue Extension through the property of the Sandy Township School District to Chestnut Avenue be, and the same is hereby agreed to be opened as a public road and become part of the Township road system of the said Township.

IT IS FURTHER agreed that the said School District release and discharge the Township from all claims and demands of any kind or character arising out of and from the opening, grading and paving of the said road as well as the taking of any land to establish the said road.

A Map of the said road is hereto attached and made a part hereof showing the location and elevation thereof.

IT IS understood between the parties hereto that the opening, laying out and establishing of the said road is entirely

bound by the Sandy Township School District and there are no other abutting property owners.

AND IT IS FURTHER agreed that the said School District shall not receive any money or other things of value from the Township from establishing of the said road.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 10th day of July, 1953.

SCHOOL DISTRICT OF SANDY TOWNSHIP

By Reuben J. Peagren
President

Attest

Claine L. Gent
Secretary

TOWNSHIP OF SANDY

BY Dred Hookin
President

Attest

James A. Nelson
Secretary