

DOCKET NO. 173

NUMBER	TERM	YEAR
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<u>441</u>	November	1960
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In the Matter of Condemnation by the
Sandy Township Municipal Authority
Land of: William and Florence Reed

VERSUS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE MATTER OF CONDEMNATION BY THE
SANDY TOWNSHIP MUNICIPAL AUTHORITY
OF A CERTAIN RIGHT OF WAY ON LAND OF:

WILLIAM REED and FLORENCE REED

No. 44/ November Term,
1960

PETITION FOR APPROVAL OF BOND
TO SECURE PAYMENT OF CONDEMNATION
AWARDS AND FOR FILING
THEREOF

TO THE HONORABLE JOHN J. PENTZ, PRESIDENT JUDGE OF SAID COURT:

The petition of the Sandy Township Municipal Authority respectfully represents:

1. Petitioner is a body politic and corporate, organized as a general authority by the Supervisors of Sandy Township, Clearfield County, Pennsylvania, on January 29, 1960, pursuant to the Laws of the Commonwealth of Pennsylvania, particularly under the Municipality Authorities Act of May 2, 1945, P.L. 382, and its amendments.
2. Petitioner is authorized by the Municipality Authorities Act of May 2, 1945, P.L. 382, and its amendments, to exercise the right of eminent domain, and has heretofore on January 17, 1961, by Resolution duly passed and adopted at a regular meeting of said body, at which a quorum was present, condemned and appropriated certain rights of way in Sandy Township, Clearfield County, Pennsylvania, as more fully appear in the records of said Authority.
3. Petitioner has negotiated with the Owners of said land, but they have refused and do refuse to negotiate a right of way agreement with the Petitioner, and have refused to allow the Petitioner to begin operations upon their premises, even though the Petitioner has tendered an open penalty bond for the payment of any damages which may be payable to them.

4. The Petitioner is willing to file an open penalty bond for such amount of damages as may be found to be due^d by reason of the taking and appropriation of the right of way, and such bond having The Aetna Casualty and Surety Company, a corporation, as Surety thereon; said bond is sufficient surety for the payment of any damages which might be suffered by the Owners.

5. Petitioner has given the Owners of said right of way notice that the bond hereto attached would on January 19th, 1961, at 10 o'clock A.M., be presented to your Honorable Court for approval, or as soon thereafter as it is convenient.

6. Owners, by their attorneys, have been given notice of the time and place of presentation of the above bond, and have waived the right to attend the hearing in regard to the same.

7. Petitioner avers and believes that the said bond is sufficient to secure payment of any and all damages that may be sustained by any person having an interest therein.

WHEREFORE, your Petitioner respectfully represents the said bond to your Honorable Court and prays that it may be approved and filed for the benefit of said Obligee, their heirs, executors, administrators and assigns, as provided by law.

SANDY TOWNSHIP MUNICIPAL AUTHORITY

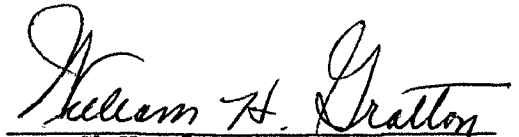
BY William H. Grattors
Chairman

STATE OF PENNSYLVANIA:

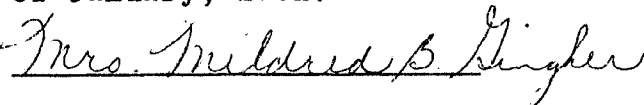
SS

COUNTY OF CLEARFIELD :

W.H. GRATTON, being duly sworn according to law, deposes and says he is the Chairman of the SANDY TOWNSHIP MUNICIPAL AUTHORITY, Petitioner named in the foregoing Petition; that being thereunto duly authorized, he makes the foregoing Petition and this Affidavit for and on behalf of said Petitioner; and that the averments contained in the foregoing Petition are true and correct to the best of his knowledge, information and belief.


W.H. Gratton

Sworn and subscribed to
before me this 19th day
of January, 1961.



NOTARY PUBLIC
My Commission Expires
JANUARY 7, 1963

B O N D

KNOW ALL MEN BY THESE PRESENTS, that the Sandy Township Municipal Authority, a corporation, organized and existing under the Laws of the Commonwealth of Pennsylvania, having its principal office in Sandy Township, Clearfield County, Pennsylvania, as Principal, and The Aetna Casualty and Surety Company, of Hartford, Connecticut, as Surety, are held and firmly bound unto WILLIAM REED and FLORENCE REED, or whomsoever may be a party with a compensable interest in the hereafter described property as their interests may appear, hereinafter collectively called Obligee, for such amount of damages as the said Obligee shall be entitled to receive, by reason of the appropriation of a certain right of way of the Obligee, which payment well and truly to be made, the said Sandy Township Municipal Authority, as Principal, and the said Aetna Casualty and Surety Company of Hartford, Connecticut, as Surety, and each of them, do bind themselves, their respective successors and assigns, jointly and severally, firmly by these presents.

IN WITNESS WHEREOF, Principal and Surety have caused this instrument to be duly executed this 19th day of January, 1961.

WHEREAS, the Sandy Township Municipal Authority, under the provisions of the Municipality Authorities Act of May 2, 1945, P.L. 382, and its amendments, has the power of eminent domain for the public purpose of laying out, constructing, operating and maintaining a system of sanitary sewers in the Township of Sandy, and pursuant thereto by Resolution dated January 17, 1961, has appropriated the hereinafter right of way of Obligee and is about to enter upon the same for the purpose of constructing, laying and maintaining sanitary services over the property of the Obligee, being more fully described as follows:

All that certain piece or parcel of land located in the Township of Sandy, Clearfield County, Pennsylvania, known on the Assessment Maps of Clearfield County as Parcel No. 22 and bearing Map No. 83-443-22, and known as 429 Quarry Ave., DuBois, Penna.

The Right of Way required is twenty (20) feet in width to construct a twelve (12") inch sewer.

AND WHEREAS, the said Obligee is, or claims to be, the owner of said land and the Sandy Township Municipal Authority has endeavored to, but cannot agree with the Obligee as to the compensation proper for the damage to be sustained by the Obligee by reason of the aforesaid taking of said right of way for the purpose aforesaid.

NOW, THEREFORE, the condition of this obligation is such that if the Sandy Township Municipal Authority shall pay or cause to pay to the said William Reed and Florence Reed, or whomsoever may be a party with a compensable interest in the aforesaid, Obligee, and their certain attorneys, executors, administrators, or assigns, such amount of damages as they shall be entitled to receive for the taking and appropriation by the Sandy Township Municipal Authority of the same right of way, after such damages have been agreed upon by the parties, or assessed in the manner provided by law, then this obligation to be void; otherwise to remain in full force and virtue.

ATTEST:

M. Clyde Munson
Secretary

SANDY TOWNSHIP MUNICIPAL AUTHORITY

BY William H. Bratton
Chairman
Principal

ATTEST

J. L. Phillips
Secretary

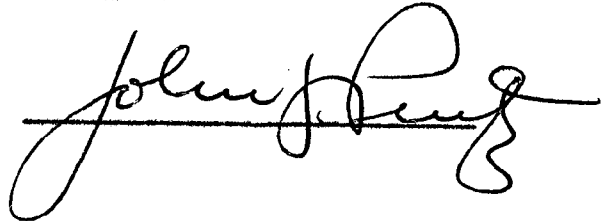
THE AETNA CASUALTY AND SURETY COMPANY

BY William A. E. Sullivan
Surety (atty in fact)

-3-

AND NOW, the 18th day of January, 1961, the foregoing
Bond approved and ordered filed.

BY THE COURT

A handwritten signature in cursive script, appearing to read "John F. Benge", is written over a horizontal line.

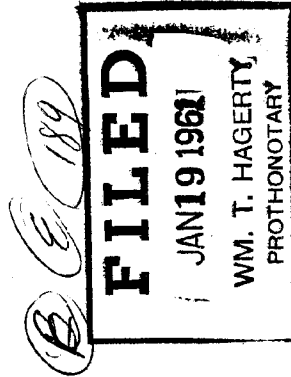
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

No. 441 Nov. Term, 1960

IN THE MATTER OF CONDEMNATION BY THE SANDY TOWNSHIP MUNICIPAL AUTHORITY OF A CERTAIN RIGHT OF WAY ON LAND OF:

WILLIAM and FLORENCE REED

PETITION and ORDER



SMITH, SMITH & WORK
ATTORNEYS-AT-LAW
CLEARFIELD, PA.

Lap-over Margin

B O N D

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All that certain piece or parcel of land located in the Township of Sandy, Clearfield County, Pennsylvania, known on the Assessment Maps of Clearfield County as Parcel No. 92 and bearing Map No. 83-44-22, and known as 429 Quarry Ave., DuBois, Penna.

The Right of Way required is twenty (20) feet in width to construct a twelve (12") inch sewer.'

AND WHEREAS, the said Obligee is, or claims to be, the owner of said land and the Sandy Township Municipal Authority has endeavored to, but cannot agree with the Obligee as to the compensation proper for the damage to be sustained by the Obligee by reason of the aforesaid taking of said right of way for the purpose aforesaid.

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Secretary

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BY William H. Dratton
Chairman
Principal

ATTEST

D. L. Phillips
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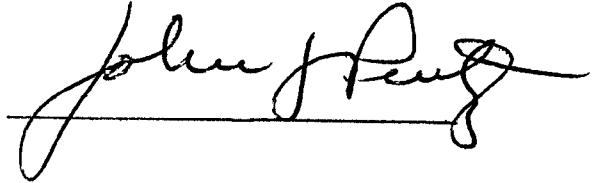
THE AETNA CASUALTY AND SURETY COMPANY

BY William A. Edickman
Surety
(attorney-in-fact)

-3-

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441 Nov 2 1960

THE AETNA CASUALTY AND SURETY
COMPANY - Surety

and

SANDY TOWNSHIP MUNICIPAL
AUTHORITY - Principal

WILLIAM and FLORENCE REED -
Obligee

BOND



SMITH, SMITH & WORK
ATTORNEYS-AT-LAW
CLEARFIELD, PA.