

MEMO OF UNDERSTANDING AND RELEASE

This Memorandum of Understanding and Release is executed this 25th day of November, 1986, by and between John and Jean Shirk as First Party and Monroe Township as Second Party.

WHEREAS certain residents of Monroe Township have requested that the Selinsgrove Area School District relocate a school bus stop on County Line Road; and

WHEREAS, the proposed location of the bus stop is a private lane across land owned by First Party; and

WHEREAS, First Party has provided Selinsgrove Area School District with a written document permitting the bus to stop on the private property provided the snow will be removed by Monroe Township.

NOW, THEREFORE, and intending to be legally bound hereby, First and Second Parties agree as follows:

1. First Party does hereby authorize Monroe Township or its duly authorized agents to enter upon a private road between Parcels 31 and 27 on Monroe Tax Assessment Map 3 for the plowing of snow in order to facilitate the pickup and discharge of school students by the Selinsgrove Area School District.

2. First Party, in granting this authority to Monroe Township, does hereby agree that such permission shall be without consideration and First Party do hereby release Monroe Township from any and all claims for damages to the property.

3. Second Party does hereby agree to plow the snow on said private drive from County Line Road to a depth of approximately

Two Hundred (200) feet to facilitate the pickup and discharge of school students.

4. Monroe Township does hereby agree to do such plowing as a service to the Selinsgrove Area School District and without charge to First Party.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

WITNESS:

Susan Treas

First Party:

John Shirk
John Shirk

Jean Shirk
Jean Shirk

ATTEST:

Anna P. Sawinski
Secretary

Second Party:

MONROE TOWNSHIP

BY:

Lee D. Shaffer
Supervisor

Eugene R. Parge
Supervisor

Paul L. Bailey
Supervisor



ACKNOWLEDGMENT OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned are the owners and developers of a certain tract of land situate in Monroe Township known as Edgewood Acres. It is further acknowledged by the undersigned owners that roads either have been installed or will be installed for anticipated future dedication to the Township of Monroe upon meeting all specifications for the dedication of roads as may be required by the Board of Supervisors of Monroe Township.

However, it is understood and acknowledged that, prior to final acceptance of any road within the aforesaid development by Monroe Township, there may be times when weather conditions require snow removal from said roads. Accordingly, it is hereby specifically understood and agreed that any removal of snow, cindering, or possible placement of traffic control or road signs by Monroe Township is in the best interest of the residents of the new development and shall not, either expressed or implied, constitute an acceptance of said road and that any request for dedication will be subsequent to the completion of all required improvements as may be set forth by the Monroe Township Board of Supervisors.

IN WITNESS WHEREOF, and intending to be legally bound hereby the undersigned have hereunto set their hands and seals this 10th day of December, 1986.

WITNESSES:

Barry Zetter

Jay D. Bogar

Linda J. Bogar
Phelma A. Bogar
LINDA J.

LAW OFFICES
VOGGHT AND AS
14 SOUTH MAIN STREET
MIDDLEBURG, PENNSYLVANIA
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