

ROAD

DOCKET No. 6

Number	Term	Year
2	Sept	1937

AGREEMENT BETWEEN CLEARFIELD CO.
COMMISSIONERS AND
ROBINSON CLAY PRODUCT CO

Versus

NOTICE

The County Commissioners of Clearfield County, Pennsylvania, have entered into an agreement with The Robison Clay Product Company as to the amount of damages to be paid to The Robison Clay Products Company for damage resulting from the change in width, lines and location of a new portion of State Highway Route 57 section 3, at a point near the Lenoard Crossing of the Pennsylvania Railroad in Lawrence Township, Clearfield County, Pennsylvania. said agreement was filed in the office of the prothonotary of Clearfield County on the 29th day of June, 1937, and any taxpayer of Clearfield County may file exceptions thereto on or before the 12th day of July, 1937; if exceptions to said agreement are filed, the proceedings will be presented to the Court of Quarter Sessions of Clearfield County, Pennsylvania, in the No. 1 Court Room of the Court House, at Clearfield, Pa., at ten o'clock A. M. on the 19th day of July, 1937, when and where any taxpayer may appear and be heard together with his witnesses.

Clearfield County Commissioners
1t.

Affidavit of Publication in
THE RAFTSMAN'S JOURNAL

STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Personally appeared before me, a Recorder of Deeds in and for Clearfield County, M. L. Vosburgh manager of The Raftsmen's Journal, a weekly newspaper published at Clearfield, Pennsylvania, who being duly sworn according to law doth depose and say that the attached notice or advertisement of Notice-Robison Clay products was duly published in said newspaper one times, i. e., in the issues of July 2; that the affiant is not interested in the subject matter of the notice or advertisement and that all allegations as to time, place and character of publication are true.

Sworn and subscribed before me this 13th day of July 19 37 M. L. Vosburgh

M. L. Vosburgh
RECORDER OF DEEDS
Commission Expires
First Monday in January 1940

STATEMENT

6

Clearfield, Pa., July 13 19 37

M Prothonotary W.R.Gallagher

Clearfield County

In Account With The Raftsmans Journal Co.

Please Favor Us With a Prompt Remittance.

Commercial Printing of All Kinds.

	Advertising Notice- Robinson Clay- l t. 33 lines @ 10 ¢				\$3. 30
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AGREEMENT

BETWEEN J. C. GATEHOUSE, T. R. WEIMER and WILLARD V. CARR, County Commissioners of Clearfield County, Pennsylvania, hereinafter sometimes referred to as County Commissioners, parties of the first part, and THE ROBINSON CLAY PRODUCT COMPANY, hereinafter sometimes referred to as Clay Company, party of the second part.

WHEREAS, Route No. 57 is a State Highway on the plan of the State Highways of the Commonwealth of Pennsylvania; and section 3 thereof is situate in Clearfield County, and

WHEREAS, under a statutory right conferred upon him, the Secretary of Highways of the Commonwealth of Pennsylvania, has undertaken the reconstruction and improvement of said State Highway, and said reconstruction and improvement involved a change in width, of existing lines and of location, and

WHEREAS, the Secretary of Highways so notified the County Commissioners in writing of the contemplated change in such existing width, lines and location, and

WHEREAS, the said County Commissioners agreed in writing to such change in width, lines and location, and

WHEREAS, such change in width, lines and location required the removal and relocation of a certain bucket line tower, the property of Clay Company, from its original location to a point approximately forty-eight feet distant therefrom; it appearing that a pillar of the said bucket line tower, in its original position, was located within the new right of way line and immediately above the proposed location of the pavement, and

WHEREAS, the removal and relocation of said bucket line tower was undertaken by Clay Company, at the request of County Commissioners, and

WHEREAS, the actual cost incurred by Clay Company for materials and labor in removing and relocating the said bucket line tower was Six Hundred Seventy-two and 55/100 (\$672.55) Dollars, as appears by an itemized statement thereof, marked Exhibit "A", annexed hereto, and made a part hereof, and

WHEREAS, County Commissioners believe the said expense to have been necessarily incurred in the removal and relocation of the said bucket line tower.

Now, therefore, this agreement:

WITNESSETH:

(1). In consideration of the premises and of the promises hereinafter set forth on the part of Clay Company, the County Commissioners agree to pay to Clay Company the sum of Six Hundred Seventy-two and 55/100 (\$672.55) Dollars, as damages.

(2). Clay Company agrees to accept said sum of Six Hundred Seventy-two and 55/100 (\$672.55) Dollars in full settlement of its claim against Clearfield County and/or County Commissioners of Clearfield County, for damages arising by reason of the change in width, lines and location of Route No. 57 of the State Highway of the Commonwealth of Pennsylvania, where it crosses the land of Clay Company, and by reason of the removal and relocation of its bucket line tower, said land and bucket line tower being located near the Leonard crossing of the Pennsylvania Railroad in Lawrence Township, Clearfield County, Pennsylvania.

(3). It is mutually understood and agreed that this agreement shall be filed by the County Commissioners in the office of the Prothonotary of Clearfield County; that if no exceptions are filed thereto within ten (10) days after notice given by publication, as required by law, the County Commissioners will pay over to Clay Company, the said sum of Six Hundred Seventy-two and 55/100 (\$672.55) Dollars.

(4). It is further mutually understood and agreed that if exceptions to this agreement are filed within ten days after such notice, the proceeding shall be presented to the Court of Quarter Sessions of Clearfield County for its approval, that the Court shall fix a time for hearing the matter, at which time the parties here-to and any taxpayer interested therein and their witnesses, shall be heard, and the Court shall either approve or disapprove the agreement as it deems proper; if the Court disapproves the agreement and indicates a sum which it would approve if the County Commissioners and Clay Company agree thereon, said sum shall be acceptable by County Commissioners and Clay Company, and it is covenanted by and between the parties hereto that said sum shall take the place of the aforesaid sum of Six Hundred Seventy-two and 55/100 (\$672.55) Dollars; Provided, however, that if the Court disapproves the agreement and fails to indicate a sum which it would approve, then and in such case, this agreement shall be null and void, and Clay Company shall, if it so desires, proceed to present its petition to the Court of Quarter Sessions for the appointment of viewers to ascertain and assess damages in the manner provided by law.

IN WITNESS WHEREOF, the County Commissioners of Clearfield County have hereunto affixed their signatures, duly attested by the Commissioners' Clerk, and The Robinson Clay Product Company, has caused these presents to be executed by its proper officers, and its corporate seal, duly attested, to be hereunto affixed, the 10th day of January 1937.

ATTEST:

Myra E. Clark
COMMISSIONERS' CLERK

J. C. Hatchouse
J. R. Heimer
G. J. Barr
COUNTY COMMISSIONERS

ATTEST:

John Rockwell
Secretary

THE ROBINSON CLAY PRODUCT CO.
BY John M. Antonius

EXHIBIT "A"

LIST OF MATERIALS AND LABOR REQUIRED IN REMOVING AND RELOCATING THE BUCKET LINE TOWER OF ROBINSON CLAY PRODUCT COMPANY IN CONNECTION WITH THE IMPROVEMENT OF STATE HIGHWAY ROUTE No. 57, SECTION 3, AT A POINT NEAR THE LEONARD CROSSING OF THE PENNSYLVANIA RAILROAD IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA

MATERIALS

9 lbs. Galvanized Wire	.85
Lumber for forms	3.30
Cement	41.60
Sand	26.16
Aggregate	3.50
7/8" Round Steel	.84
7/8" Hex.Nuts and Washers	.13
Paint and Brushes	13.59
Freight	.76
5" Channel Steel	24.01
Freight	3.04
Galv. Wire Screen from American Steel & Wire Co	216.66
U-Bolts	11.25
Contract moving tower	60.00

Labor

Payroll May 15, 1936	33.73
" May 31, 1936	61.64
" June 15, 1936	4.52
" June 30, 1936	111.10
" July 31, 1936	4.27
" Sept. 30, 1936	51.60
	<u>\$672.55</u>

2 Sept 1957