

ROAD

DOCKET No. 6

Number

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Dec. SS

Year

1937

Agreement Between

Clearfield County Commissioners

~~XVersusX~~ and

Thomas Butlin

AGREEMENT between J. C. GATEHOUSE, T. R. WEIMER and W. V. CARR, County Commissioners of Clearfield County, Pennsylvania, hereinafter referred to as County Commissioners, parties of the first part, and THOMAS BUTLIN of Decatur Township, Clearfield County, Pennsylvania, hereinafter referred to as Butlin, party of the second part.

WHEREAS, Route No. 57, section 4, is a state highway on the plan of the state highways of the Commonwealth of Pennsylvania and part thereof is located in Decatur Township, Clearfield County, Pennsylvania, 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 the 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 requires the removal of certain buildings and trees from the premises, which are as follows:

- 1 Frame Shed 6 feet wide 12 feet long
- 1 Frame Garage 15 feet wide 20 feet long
- 1 Frame Barn 15 feet wide 20 feet long
- 1 Frame Outhouse 5 feet wide 5 feet long
- 1 5 inch Plum Tree
- 1 8 inch Plum Tree.

Now, therefore, this agreement

WITNESSETH:

1. In consideration of the premises and of the promises hereinafter set forth, on the part of Butlin to be kept and performed, the County Commissioners agree to pay Butlin the sum of Twelve Hundred (\$1200.00) Dollars as damages; provided, however,

that such sum as may be required to satisfy taxes and other encumbrances against the premises shall be deducted therefrom.

2. Butlin agrees to accept said sum of Twelve Hundred (\$1200.00) Dollars, less such sum as may be required to satisfy all taxes and other encumbrances against said premises, as full compensation for damages arising by reason of the change in width, lines and location of Route 57, section 4, of the State Highway of the Commonwealth of Pennsylvania, and by reason of the taking of land of the said Butlin for right of way purposes, and by reason of the damage suffered due to the required removal of said buildings and trees.

3. Butlin agrees to remove from the premises, within fifteen (15) days from the date of this agreement, the buildings and trees identified as follows:

- 1 Frame Shed, 6 feet wide 12 feet long
- 1 Frame Garage 15 feet wide 20 feet long
- 1 Frame Barn 15 feet wide 20 feet long
- 1 Frame Outhouse, 5 feet wide 5 feet long
- 1 5 inch Plum Tree
- 1 8 inch Plum Tree

4. Butlin further agrees to make, execute and deliver any and all releases, quitclaims or other instruments which may be required by the Pennsylvania Department of Highways and/or the County Commissioners in connection with the settlement and release of damages in respect of the premises; it being understood and agreed that the real estate, the subject of this agreement, is all that certain land located in Boggs Township, Clearfield County, Pennsylvania, bounded and described as follows:

- Beginning at a point on the center line of State Highway Legislative Route 57 at Station 1218 / 75; thence due north a distance 37-1/2 feet to a point; thence N. 46° 52' 45" W. a distance of 130 feet to a point; thence due South a distance of 75 feet to a point; thence South 46° 52' 45" E. a distance of 130 feet to a point; thence due north a distance of 37-1/2 feet to the point of beginning.

Containing .18 acres, more or less, and being a portion of the new sixty foot right of way of Route 57, section 4, as shown on the approved plan of the Department of Highways, the pertinent portion of

which is reproduced by blue print annexed hereto as Exhibit "A" and made a part hereof.

5. 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 days after notice given by publication, as required by law, the County Commissioners will pay over to Butlin, the said sum of Twelve Hundred (\$1200.00) Dollars, upon delivery to them of releases, quitclaims or other instruments as they may require, as aforesaid.

6. 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 hereto 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 Butlin agree thereon, said sum shall be acceptable by County Commissioners and Butlin, and it is covenanted by and between the parties hereto that said sum shall take the place of the aforesaid sum of Twelve Hundred (\$1200.00) 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 Butlin shall, if he so desires, proceed to present his 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 Thomas Butlin has hereto set his hand and seal this the 7th day of September, 1937.

ATTEST:

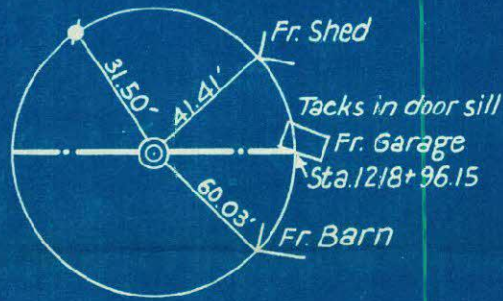
Myra E. Lucas
Commissioners' Clerk

Witnessed by:

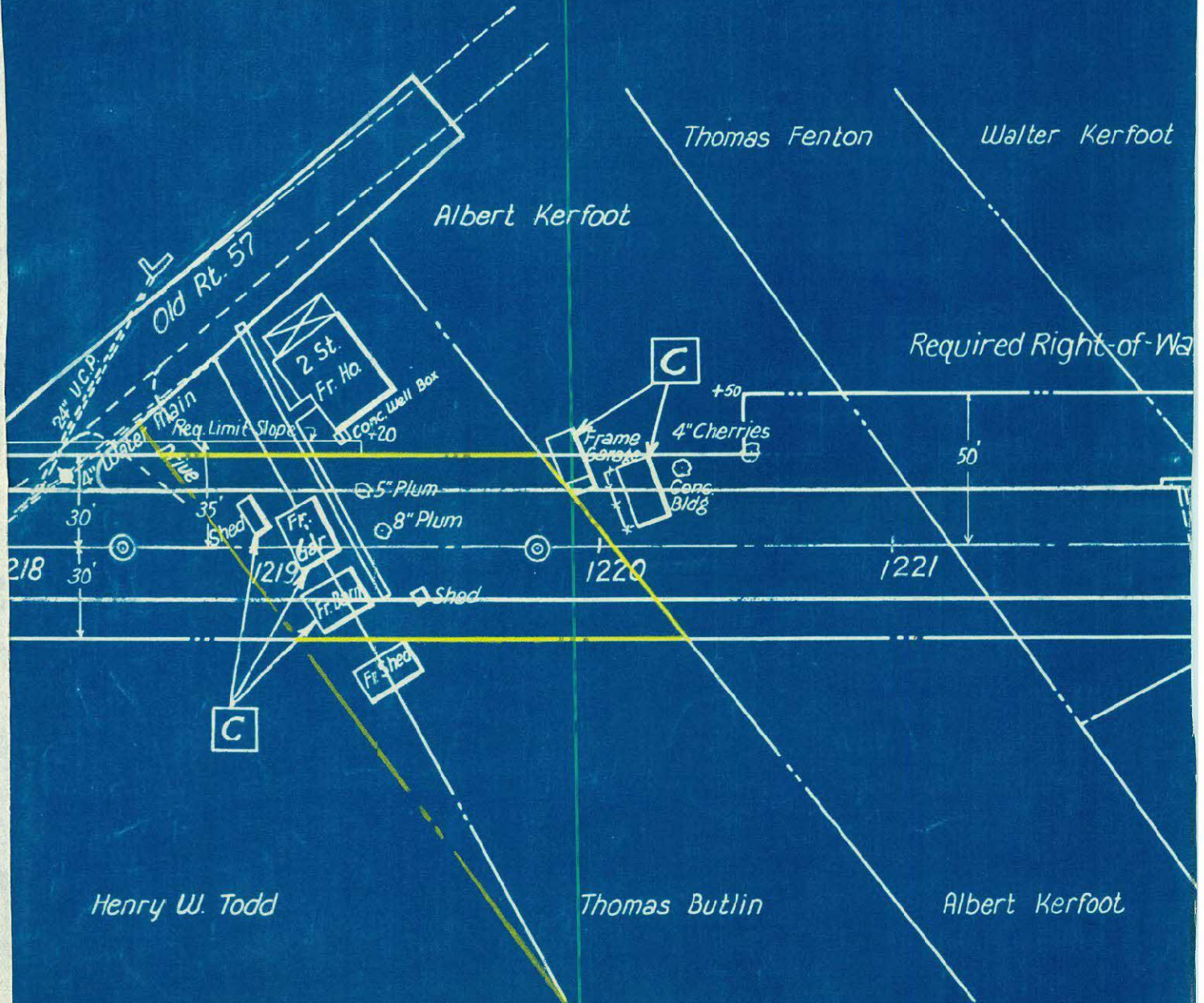
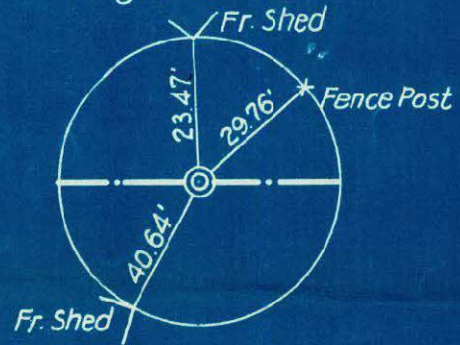
J. C. Gatchouse
J. R. Weiner
W. Carr
County Commissioners

Thomas Butlin

P.O.T. 1218+40.45
Angle 180°00'



P.O.T. 1219+79.40
Angle 180°00'



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2 3

100 101

0.05