

ROAD

DOCKET No. 6

Number	Term	Year
4	Dec. 55	1957

Agreement between

Clearfield County Commissioners

and **Versus**

W. B. Peters

NOTICE

The County Commissioners of Clearfield County, Pennsylvania, have entered into an agreement with W. B. Peters of Boggs Township, Clearfield County, Pennsylvania, as to the amount of damages to be paid to the said W. B. Peters on account of the taking of certain land for state highway purposes, as a result of the change in width, lines and location of a certain portion of State Highway Route No. 57, Section 4, where said state highway crosses the land of the said W. B. Peters in Boggs Township, Clearfield County, Pennsylvania. Said agreement was filed in the office of the Prothonotary of Clearfield County on the 14th day of September 1937, and any taxpayer of Clearfield County may file exceptions thereto on or before the 25th day of September 1937; if exceptions to said agreement are filed the proceeding will be presented to the Court of Quarter Sessions of Clearfield County, Pennsylvania, in No. 1 Court Room of the Court House, at Clearfield, Pennsylvania, at ten o'clock A. M. on the 27th day of September 1937, where any taxpayer may appear and be heard, together with his witnesses.

CLEARFIELD COUNTY
COMMISSIONERS

9/15-1d-th

Affidavit of Publication

STATE OF PENNSYLVANIA:

: S. S.

COUNTY OF CLEARFIELD :

Wm. C. Plummer, having been duly sworn according to law doth depose and say that he is Adv. Mgr. of the Clearfield Progress, a daily newspaper published in said County, and that the notice hereto attached was published in said newspaper on the following dates:

9/15-1937

The affiant also states that he has no personal interest in the notice attached hereto and that the dates and place of publication are true to the best of his knowledge and belief.

Wm. C. Plummer

Sworn and subscribed this 15th day of Sept., 1937. before me.

ALTON C. DAVIS *Alton C. Davis* N.P.
NOTARY PUBLIC
CLEARFIELD, PA.
My Commission Expires
March 5, 1941

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CHIEF CLERK

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SEP 15 1937
W. R. GALLAGHER
CLERK

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 W. B. PETERS of Boggs Township, Clearfield County, Pennsylvania, hereinafter referred to as Peters, party of the second part.

WHEREAS, Route 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 Boggs 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 from the premises, which are as follows:

From the parcel hereinafter referred to as Parcel No. 1: a frame garage 14 feet wide and 20 feet long.

From the parcel hereinafter referred to as Parcel No. 2: a one story frame combined house and store building 18 feet by 44 feet in size, 2 gasoline pumps and 2 500-gallons gasoline underground storage tanks.

Now, therefore, this agreement

WITNESSETH:

1. In consideration of the premises and of the promises hereinafter set forth on the part of Peters to be kept and performed, the County Commissioners agree to pay Peters the sum of

Ten Hundred Fifty (\$1050.00) Dollars as damages.

2. Peters agrees to accept said sum of Ten Hundred Fifty (\$1050.00) Dollars 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 Peters for right of way purposes, and by reason of the damage suffered due to the required removal of said buildings.

3. Peters further agrees to remove from the said premises hereinafter identified as Parcel No. 1, the said frame garage 14 feet wide and 20 feet long, and from the premises hereinafter identified as Parcel No. 2, the said one story frame combined house and store building 18 feet by 44 feet in size, the said two gasoline pumps and two 500-gallons gasoline underground storage tanks; such removal to be made within fifteen (15) days from the date of this agreement.

4. Peters 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:

Parcel No. 1. thereof: Beginning at a point on the center line of State Highway Legislative Route 57 at Station 1375/53 where said center line intersects the east right of way line of township road number 17674; thence along this right of way line North 57° 21' E. a distance of 35 feet to a point; thence by a curve having a radius of 1602.78 feet a distance of 179 feet to a point; thence S. 46° 04' 15" E. a distance of 5-77/100 feet to a point; thence S. 43° 55' 45" W. a distance of 5 feet to a point; thence S. 46° 04' 15" E. a distance of 60 feet to a point; thence N. 70° 44' 15" W. a distance of 83 feet to a point; thence N. 62° 27' 15" W. a distance of 158 feet to a point; thence N. 13° 00' 15" W. a distance of 42 feet to a point; thence N. 57° 21' E. a distance of 44 feet to the point of beginning.

Containing 0.27 acres, more or less, forming a portion of the new right of way of Route 57, section 4, as shown on the approved plan of the Pennsylvania Department of Highways, the pertinent portion of which is reproduced by blue print annexed hereto as Exhibit "A" and made a part hereof.

Parcel No. 2 thereof: Beginning at a point on the centerline of State Highway Legislative Route 57 at Station 1375⁴ 86 where said centerline intersects the west right of way line of township road number 17694; thence along this right of way line North 57° 21' E. a distance of 30 feet to a point; thence by a curve having a radius of 1607.78 feet a distance of 200 feet to a point; thence along the property line of W. P. Peters and Harry Shaw S. 57° 47' 45" W. a distance of 17 feet to a point; thence S. 24° 02' 15" E. a distance of 200 feet to a point; thence N. 57° 21' E. a distance of 25 feet to the point of beginning.

Containing .14 acres, forming a portion of the new right of way of Route 57, section 4, as shown on the approved plan of the Pennsylvania 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 Peters, the said sum of Ten Hundred Fifty (\$1050.00) 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 (10) 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 Peters agree thereon, said sum shall be acceptable by County Commissioners and Peters, and it is covenanted by and between the parties hereto that said sum shall take the place of the aforesaid sum of Ten Hundred Fifty (\$1050.00) 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 Peters 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 W. B. Peters has hereunto set his hand and seal this the 7th day of September, 1937.

Attest:

Myra Lucas
Commissioners' Clerk

J. C. Gatchell
J. R. Weisner
J. J. Carr
County commissioners

Witnessed by:

mrs maggie Bock

W. B. Peters

(SEAL)

Mo. 4 Dec. 24 1937

AGRICULTURAL BUREAU

CLARKFIELD COUNTY COMMISSIONERS

—2nd—

No. 20 DIRECTOR