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DOCKET No. 6

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Agreement between CLEARFIELD COUNTY

COMMISSIONERS and GENERAL REFRACTORIES  
COMPANY

Versus

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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 GENERAL REFRACTORIES COMPANY, A Pennsylvania corporation with its principal office in the City of Philadelphia, Pennsylvania, hereinafter referred to as Company, 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 on 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:

At station 1365/50, a two story frame house on stone foundation 16 feet wide and 24 feet long with a lean-to kitchen 12 feet by 16 feet and a porch 6 feet x 20 feet.

At station 1367/50, a one story frame house 16 feet by 62 feet, on posts, with porch 6 feet by 62 feet.

Also 6 frame sheds with dimensions as follows: first, 6 feet by 6 feet; second, 6 feet by six feet; third, 8 feet by 14 feet; fourth, 6 feet by 8 feet; fifth, 6 feet by 16 feet; and sixth, 5 feet by 5 feet.

Now, therefore, this agreement

WITNESSETH:

1. In consideration of the premises and of the promises hereinafter set forth on the part of Company to be kept and per-

formed, the County Commissioners agree to pay Company the sum of Twenty Seven Hundred (\$2700.00) Dollars as damages.

2. Company agrees to accept said sum of Twenty Seven Hundred (\$2700.00) 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 Company for right of way purposes, and by reason of the damage suffered due to the required removal of said buildings.

3. Company further agrees to remove from the said premises, hereinafter more fully described, the following structures:

At station 1365/50, a two story frame house on stone foundation 16 feet wide and 24 feet long with a lean-to kitchen 12 feet by 16 feet and a porch 6 feet by 20 feet.

At station 1367/50, a one story frame house 16 feet by 62 feet, on posts, with porch 6 feet by 62 feet.

Also 6 frame sheds with dimensions as follows: first, 6 feet by 6 feet; second, 6 feet by six feet; third, 8 feet by 14 feet; fourth, 6 feet by 8 feet; fifth, 6 feet by 16 feet; and sixth, 5 feet by 5 feet.

4. Company further agrees to make, execute and deliver a release, in multicopy, in the form hereto annexed and made a part hereof; it being understood 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 No. 57 at Station 1356/498, N. 34° 34' E. a distance of 51-1/2 feet to a point on the North Right of Way line; thence along said line by a curve having a radius of 1253.37 feet a distance of 328 feet to a point; thence S. 39° 42' 15" W. a distance of 20 feet to a point; thence by a curve having a radius of 1243.57 feet a distance of 188 feet to a point; thence N. 46° 04' 15" W. a distance of 153.72 feet to a point; thence N. 43° 55' 45" E. a distance of 5 feet to a point; thence N. 46° 04' 15" W. a distance of 100 feet to a point; thence S. 43° 55' 45" W. a distance of 5 feet to a point; thence N. 46° 04' 15" W. a distance of 345 feet to a point; thence N. 43° 55' 45" E. a distance of 15 feet to a point; thence N. 46° 04' 15" W. a distance of 10 feet to a point on the property line common to the General Refractory Co. and Ernest Gray; thence along said property line S. 63° 11' W. a distance of 80 feet to a point on the South Right of Way line of said highway; thence along South Right of Way line as follows: S. 46° 04' 15" E. a distance of 637.22 feet to a point; thence by a curve having a radius of 1303.57 feet a distance of 524 feet to a point on the property line common to the General Refractories Co. and John F. Cole; thence along said property line N. 34° 34' E. a

distance of  $30\frac{1}{2}$  feet to the point of beginning.  
Containing 1.74 acres, more or less.

Also a strip of land 40 feet in width and 175 feet in length, lying 10 feet south of the south right of way line, containing an area of .16 acres, more or less, to be used for channel changes.

Said described premises 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 agreed and understood 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 Company, the said sum of Twenty Seven Hundred (\$2700.00) Dollars upon delivery to them of an executed release, in multicopy, 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.

IN WITNESS WHEREOF the County Commissioners of Clearfield County have hereunto affixed their signatures, duly attested by the Commissioners' Clerk, and General Refractories Company has caused these presents to be executed by its duly authorized officers, and the corporate seal, duly attested, to be hereunto

affixed, this 23rd day of September, 1937.

Attest:

Myra Lucas  
Commissioners' Clerk

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

Attest:

Seadich  
asst. secy.

GENERAL REFRACTORIES COMPANY

Flayd H. Keene  
President



RELEASE

WHEREAS, under the provisions of the Act of May 31, 1911, P. L. 468, the Act of June 22, 1931, P. L. 594, and other laws relating to State and State-aid Highways, their supplements and amendments, the Secretary of Highways of the Commonwealth is authorized to construct, reconstruct, improve, and maintain certain highways designated as State Highways and State-aid Highways and in so doing, to change, alter, or establish the width, lines, location, and grades thereof under the conditions prescribed in said Acts, their supplements and amendments, and

WHEREAS, The Secretary of Highways is about to construct, and improve, under the provisions of the said Acts, a section of road in Boggs Township, Clearfield County, Pennsylvania, designated on the records of the Department of Highways as Route No. 57, and

WHEREAS, the survey of said road shows that it is necessary to appropriate to the state for highway purposes 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 No. 57 at Station 1356+98, N. 34° 34' E. a distance of 51-1/2 feet to a point on then North Right of Way line; thence along said line by a curve having a radius of 1253.57 feet a distance of 328 feet to a point; thence S. 39° 42' 15" W. a distance of 20 feet to a point; thence by a curve having a radius of 1243.57 feet a distance of 188 feet to a point; thence N. 46° 04' 15" W. a distance of 153.72 feet to a point; thence N. 43° 55' 45" E. a distance of 5 feet to a point; thence N. 46° 04' 15" W. a distance of 100 feet to a point; thence S. 43° 55' 45" W. a distance of 5 feet to a point; thence N. 46° 04' 15" W. a distance of 345 feet to a point; thence N. 43° 55' 45" E. a distance of 15 feet to a point; thence N. 46° 04' 15" W. a distance of 10 feet to a point on the property line common to the General Refractories Co. and Ernest Gray; thence along said property line S. 63° 11' W. a distance of 80 feet to a point on the South right of way line of said highway; thence along South right of way line as follows: S. 46° 04' 15" E. a distance of 637.22 feet to a point; thence by a curve having a radius of 1303.57 feet a distance of 524 feet to a point on the property line common to the General Refractories Co. and John F. Cole; thence along said property line N. 34° 34' E. a

distance of 31-1/2 feet to the point of beginning.  
Containing 1.74 acres, more or less.

Also a strip of land 40 feet in width and 175 feet in length lying 10 feet south of the south right of way line, containing an area of .16 acres, more or less, to be used for channel changes.

Said described premises 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.

NOW, KNOW ALL MEN BY THESE PRESENTS, That General Refractories Company, the owner of said property, for and in consideration of the sum of Twenty Seven Hundred (\$2700.00) Dollars, does hereby dedicate to the State for highway purposes, the property within the lines of the required right-of-way as shown on the construction and right-of-way plans, and does hereby remise, release, quitclaim, and forever discharge the Commonwealth of Pennsylvania and any County, Township or Borough joining therewith, or their employees or representatives, of and from all shifts, damages, claims, and demands whatsoever, in law or equity, or otherwise, against the said Commonwealth of Pennsylvania and any County, Township or Borough joined with the Commonwealth in the improvement thereof, for or by reason of any change of grade of said road, or by reason of any change in the existing lines or location of said road, or for or by reason of any divergence of said road from its present location, in its reconstruction or improvement, or for or by reason of the taking of or injury to land necessary for the widening or relocation of said road, in order that the Department of Highways may properly provide for the traveling public.

IN WITNESS WHEREOF General Refractories Company has caused these presents to be executed by its proper officers and its corporate seal, duly attested, to be hereunto affixed, the day of September, 1937.

GENERAL REFRACTORIES COMPANY

Attest:

*Dea. J. H. ...*  
Asst. Secy.

By

*W. H. ...*  
President.

72.5 Dec. 1937

AGREEMENT BETWEEN

CLAREMONT COUNTY COMMISSIONERS

-and-

STANLEY BIRDSONG COMPANY

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