

ROAD

DOCKET No. 6

Number

8

Term

MAY

ss

Year

1937

CLEARFIELD COUNTY COMMISSIONERS

agreement with JANE R. ASKEY

Versus

# 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 JANE R. ASKEY, of Sandy Township, Clearfield County, Pennsylvania, party of the second part.

WHEREAS, Route No. 59, Section 9, is a State Highway on the plan of the State Highways of the Commonwealth of Pennsylvania, and part thereof is located in Sandy 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 County Commissioners agreed in writing to such change in width, lines and location, and

WHEREAS, such change in width, lines and location resulted in the taking of certain land of Jane R. Askey, in Sandy Township, Clearfield County, Pennsylvania, which lands are a part of premises conveyed by George E. Heberling, et ux., to Jane R. Askey and J. M. Askey, as tenants by entireties, by deed dated January 5, 1932, recorded at Clearfield, in Deed Book 293, page 200, more fully described as follows:

All that certain tract or piece of land, situate, lying and being in the Township of Sandy, County of Clearfield, and State of Pennsylvania, bounded and described as follows. to-wit:

Beginning at a post corner (old hickory gone), thence North One hundred nineteen and one-half (119 1/2) rods to an Ironwood post; thence West seventy four (74) rods to a post; thence South one hundred and nineteen and one-half (119 1/2) rods along Caldwell division line to a stone corner; thence east seventy-four (74) rods to post corner and place of beginning. Containing fifty-four and one-half (54 1/2) acres.

And the said J. M. Askey, husband of the said Jane R. Askey having died on October 26, 1933, title to said premises vested in fee in the said Jane R. Askey by operation of law.

Now, therefore, this agreement

W I T N E S S E T H:

- (1). In consideration of the premises the County Commissioners agree to pay to Jane R. Askey, the sum of Four Hundred (\$400.00) Dollars as damages for the taking of said land for highway purposes; provided, however, that such sums as may be required to satisfy taxes and other encumbrances against the premises shall be deducted therefrom.
- (2). Jane R. Askey agrees to accept said sum of Four Hundred (\$400.00) 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 of width, lines and location of Route No. 59, Section 9 of the State Highway of the Commonwealth of Pennsylvania, and by reason of the taking of land of Jane R. Askey for right of way.
- (3). Jane R. Askey further agrees to make, execute and deliver any and all releases, quitclaims or other instruments which may be required by the County Commissioners in connection with said settlement and release of damages.
- (4). 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 Jane R. Askey, the said sum of Four Hundred (\$400.00) Dollars, upon delivery to them of releases, quitclaims or other instruments as they may require, as aforesaid.
- (5). 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 Jane R. Askey agree thereon, said sum shall be acceptable by County Commissioners and Jane R. Askey, and it is covenanted by and between the parties hereto that said sum shall take the place of the aforesaid sum of Four Hundred (\$400.00) 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 Jane R. Askey shall, if she so desires, proceed to present her 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 Jane R. Askey, has hereunto set her hand and seal this the 16th day of April 1937.

ATTEST:

Myra E. Lucas  
COMMISSIONERS' CLERK

J. C. Gathman  
J. R. Weiner  
W. V. Carr  
COUNTY COMMISSIONERS

WITNESSED BY:

Mrs. J. E. Askey

Jane R. Askey (SEAL)

Notice  
The County Commissioners of  
Clearfield County, Pennsylvania, } ss:  
have entered into agreement with  
Jane R. Askey, of Sandy Town, }  
Clearfield County, Pennsylvania, }  
to the amount of damages }  
to the said Jane R. Askey }  
are results }

On this 20<sup>th</sup> day of April, A. D. 19 37, personally  
appeared before me, A Notary Public, in and for the aforesaid county,  
duly authorized to administer oaths, Leona M. Hayer, who, being  
duly sworn according to law, doth depose and say, that the attached advertisement was published in The

DuBois Courier  
on the following dates:  
April 20<sup>th</sup>

Sworn to and subscribed before  
me, this 20 day of  
April A. D. 19 37  
A Notary Public  
Leona M. Hayer  
my com. exp. 11-14-37.

8 May 1937

COUNTY COMMISSIONERS

With

JAMES R. ASKEY

ACQUITTANCE

RECEIVED  
MAY 19 1937  
W. R. GALLAGHER  
CLERK