

ROAD

DOCKET No. 6

Number	Term	Year
9	MAY SS	1937

CLEARFIELD COUNTY COMMISSIONERS

agreement with O. B. MOORE

Versus

.....
.....
.....

NOTICE

The County Commissioners of Clearfield County, Pennsylvania, have entered into an agreement with O. B. Moore of Bradford Township, Clearfield, Pennsylvania, as to the amount of damages to be paid to the said O. B. Moore for damages resulting from the change of width, lines and location of a certain portion of State Highway Route No. 57 at a point where said road crosses the land of the said O. B. Moore, in Bradford Township, Clearfield County, Pa. Said agreement was filed in the office of the Prothonotary of Clearfield County on the 20th day of April 1937, and any taxpayer of Clearfield County may file exceptions thereto on or before the 30th day of April 1937; if exceptions to said agreement are filed, the proceedings 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 third day of May 1937, when and where any taxpayer may appear and be heard, together with his witnesses.

CLEARFIELD COUNTY
COMMISSIONERS

4/20-1d-ch

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:

April 1, 20th, 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
I, TONY G. DAVID, do solemnly swear and declare, before CLEARFIELD, PA., My Commission Expires March 5, 1941
N.P.

Date	Inches	Lines	Squa.	Words
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20	32			
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
Total				Balance Due

THE CLEARFIELD PROGRESS

JOB PRINTING
OF ALL KINDS

09546

Clearfield, Pa.,

April 20, 1937

Clearfield Mountain
Commissioner
City

	SUMMARY		CHARGES
11	To Account Rendered		
12	Inches @		
13	32 Lines @ 10¢		320
14	Legal @		
15	Words @		
16	Job No.		
17	Miscellaneous		
18	Notice, Agreement		
19	C.B. Monte damage		
20	32		
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
Total		Balance Due	

Mo 9 May 201937

CHAMBERS COUNTY CUSTOMERS

1151

C. T. Moore

J. Greenleaf

APP 2 1937

W. R. G. L. G.

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 O. B. MOORE of Bradford Township, Clearfield County, Pennsylvania, hereinafter referred to as Moore, 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 part thereof is located in Bradford 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 resulted in the taking of certain land of Moore located in Bradford Township, Clearfield County, Pennsylvania, which lands are a part of premises conveyed by Pittman Conoway to O. B. Moore, by deed dated April 11, 1924, recorded at Clearfield, Pa., in Deed Book 280, page 447, more fully described as follows:

Beginning at stones on the Turnpike, thence south eighty-seven (87) degrees east ten (10) perches by the Pike to stones, thence by lands intended to be deeded to Robert Lansberry south seventeen and one half (17 1/2) degrees west sixteen and six-tenth (16.6) perches to post, thence eighty-seven (87) degrees west ten (10) perches to post, thence north seventeen and one-fourth (17 1/4) degrees east sixteen and six-tenth (16.6) perches to stones, and place of beginning. Containing one acre neat measure, having thereon erected a frame house and other out buildings.

and

WHEREAS, such change in width, lines and location require the removal of said house from its present site,

Now, therefore, this agreement WITNESSETH:

(1). In consideration of the premises and of the promises hereinafter set forth, on the part of Moore, to be kept and performed, the County Commissioners agree to pay to Moore the sum of Eight Hundred Fifty (\$850.00) 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). Moore agrees to accept said sum of Eight Hundred Fifty (\$850.00) 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 No. 57 of the State Highway of the Commonwealth of Pennsylvania, and by reason of the taking of land of the said Moore for right of way purposes, and by reason of the damage suffered due to the required removal of said house.

(3). Moore further agrees to remove the said house from the right of way within fifteen days after notice is given by publication pursuant to paragraph (5) hereof, provided that no exceptions be lodged pursuant to such notice within the time required by law. Should exceptions be lodged thereto, the removal shall not be required until five days after the Court enters a decree approving the stipulated award.

(4). Moore 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.

(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

Moore, the said sum of Eight Hundred Fifty (\$850.00) 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 Moore agree thereon, said sum shall be acceptable by County Commissioners and Moore, and it is covenanted by and between the parties hereto that said sum shall take the place of the aforesaid sum of Eight Hundred Fifty (\$850.00) 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 Moore 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 O. B. Moore, has hereunto set his hand and seal this the 16th day of April 1937.

ATTEST:

Myra Lucas
COMMISSIONERS' CLERK

WITNESSED BY:

J. L. Gathman
J. R. Heimer
W. Carr
COUNTY COMMISSIONERS
O. B. Moore
Mrs O B Moore (SEAL)