

ROAD

DOCKET No. 6

Number

2

Term

May SS

Year

1938

Agreement between

Clearfield County Commissioners

and

~~Versus~~

Ernest Gray, et ux

AGREEMENT made 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 ERNEST GRAY and PEARL GRAY, his wife, of Blue Ball, Clearfield County, Pennsylvania, hereinafter referred to as Owners, parties of the second part.

WHEREAS, Ernest Gary and Pearl Gray are owners of property affected by the improvement of the section of road in Boggs Township, Clearfield County, Pennsylvania, designated on the records of the Department of Highways, as Route 57, Section 4, and

WHEREAS, under a statutory right conferred upon him, the Secretary of Highways of the Commonwealth of Pennsylvania, has undertaken the improvement of said Route 57, Section 4, and

WHEREAS, the Secretary of Highways so notified the County Commissioners in writing of the contemplated improvement, and

WHEREAS, the said County Commissioners agreed in writing to such improvement,

Now, therefore, this agreement

W I T N E S S E T H:

(1). In consideration of the premises and of the promises hereinafter set forth on the part of the Owners to be kept and performed, the County Commissioners agree to pay Owners the sum of Three Hundred Seventy-five (\$375.00) Dollars as damages.

(2). Owners agree to accept said sum of Three Hundred Seventy-five (\$375.00) Dollars as full compensation for damages arising by reason of the improvement of said section of road in Boggs Township, Clearfield County, Pennsylvania, designated as Route 57, Section 4, between stations 1368 and 1373, and by reason of the taking of the land of said Owners for right of way purposes and the inconvenience and incidental damage in connection therewith.

(3). 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 Ernest Gray and Pearl Gray the said sum of Three Hundred Seventy-five (\$375.00) Dollars upon delivery to them of releases, quit-claims or other instruments as they may require, as aforesaid.

(4). 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 the Owners agree thereon, said sum shall be acceptable by County Commissioners and Owners, and it is covenanted by and between the parties hereto that said sum shall take the place of the aforesaid sum of Three Hundred Seventy-five (\$375.00) 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 Owners shall, if they so desire, proceed to present their 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 Ernest Gray and Pearl Gray, have hereunto set their hands and seals, this the 11th day of March A. D. 1938.

ATTEST:

Myra E. Lucas
COMMISSIONERS' CLERK

J. C. Gatchhouse

D. R. Vinner

H. V. Carr

County Commissioners

Witnessed by:

Olin Gray

Ernest Gray (SEAL)

Pearl Gray (SEAL)

No. 2 May 20 1938

CLEARFIELD COUNTY COMMISSIONERS

with

ERNEST GRAY, ET UX.

AGREEMENT

MAY 16 1938

W. D. CARRICK
CLERK

E. G.
463

Notice

The County Commissioners of Clearfield County, Pennsylvania, have entered into an agreement with Ernest Gray and Pearl Gray, of Blue Ball, Clearfield County, Pennsylvania, as to the amount of damages to be paid to the said Ernest Gray and Pearl Gray, 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 Ernest Gray and Pearl Gray in Boggs Township, Clearfield County, Pennsylvania. Said agreement was filed in the office of the Prothonotary of Clearfield on the 15th day of March 1938, and any taxpayer of Clearfield County may file exceptions thereto on or before the 28th day of March 1938; 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, Pa., at ten o'clock A. M., on the 4th day of April 1938, where any taxpayer may appear and be heard, together with his witnesses.

Clearfield County Commissioners.

3/18-1d-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:

March, 18th, 1938.

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 18th day of March, 1938.
before me.

Alton C Davis

NOTARY PUBLIC N.P.
CLEARFIELD, PA.

My Commission Expires
March 5, 1941