

ROAD

DOCKET No. 6

Number

3

Term

May SS

Year

1938

Agreement between

Clearfield County Commissioners

and

Versus

Mike Dinochick, et ux

Notice

The County Commissioners of Clearfield County, Pennsylvania, have entered into an agreement with Mike Dinochick and Mary Dinochick of Philipsburg, R. D., Clearfield County, Pennsylvania, as to the amount of damages to be paid to the said Mike Dinochick and Mary Dinochick on ac-

count 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 57, Section 4, where said state highway crosses the land of the said Mike Dinochick and Mary Dinochick in Decatur 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 1st day of April, 1938...
before me.

ALTON C. DAVIS
NOTARY PUBLIC
CLEARFIELD, PA.

My Commission Expires
March 5, 1941

N.P.

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 MIKE DINOCHICK and MARY DINOCHICK, his wife, of Philipsburg, R. D., Clearfield County, Pennsylvania, hereinafter referred to as Owners, parties of the second part.

WHEREAS, Mike Dinochick and Mary Dinochick are owners of property affected by the improvement of the section of road in Decatur Township, Clearfield County, Pennsylvania, designated on the records of the Department of Highways, as Route No. 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 Four Hundred (\$400.00) Dollars as damages.

(2). Owners agree to accept said sum of Four Hundred (\$400.00) Dollars as full compensation for damages arising by reason of the improvement of said section of road in Decatur Township, Clearfield County, Pennsylvania, designated as Route 57, Section 4, between Stations 1263 and 1272, 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 Mike Dinochick and Mary Dinochick, 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.

(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 Four Hundred (\$400.) 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 Mike Dinochick and Mary Dinochick have hereunto set their hands and seals, this the 11th day of March A. D. 1938.

ATTEST:

Mary E. Lucas
COMMISSIONERS' CLERK

J. C. Gathorne

D. R. Weiner

H. V. Carr

County Commissioners

Witnessed by:

Vera Dinochick

Mike Dinochick (SEAL)

X Mary Dinochick (SEAL)

No. 3 May ss 1938

CLEARFIELD COUNTY COMMISSIONERS

-with-

MIKE DINOCHICK, ET UX.

AGREEMENT

MAY 25 1938

W. R. CALLAGHAN
CLERK

464