

ROAD

DOCKET No. 6

Number

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Term

Sept. SS

Year

1938

Agreement between Clearfield County

Commissioners

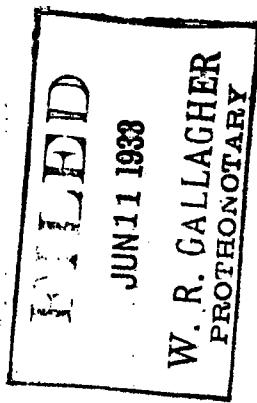
versus

AND

John H. Muir and

Mrs. John H. Muir

NO 5 Sept 1938



## Affidavit of Publication

Notice  
The County Commissioners of Clearfield County, Pennsylvania, entered into an agreement with John H. Muir and Mrs. John H. Muir, of Decatur Township, Clearfield County, Pennsylvania, as to the amount of damages to be paid to the said John H. Muir and Mrs. John H. Muir on account of the taking of certain land for state highway purposes, a result of the change in width, line and location of a certain portion of State Highway Route No. 57, where said highway crosses the land of the said John H. Muir and Mrs. John H. Muir in Decatur Township, Clearfield County, Pennsylvania. Said agreement was filed in the office of the Prothonotary of Clearfield County on the 8th day of June 1938, and any taxpayer of Clearfield County may file exception thereto on or before the 20th day of June 1938, if no 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 23d day of June 1938, where any taxpayer may appear and be heard, together with his witnesses.

Clearfield County Commissioners  
69-1d-cb

STATE OF PENNSYLVANIA:  
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:  
June, 9th, 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 9th day of June, 1938.  
before me,  
Wm. C. Plummer  
Notary Public  
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 JOHN H. MUIR and MRS. JOHN H. MUIR, his wife, of Decatur Township, Clearfield County, Pennsylvania, hereinafter referred to as "Owners", parties of the second part.

WHEREAS, John H. Muir and Mrs. John H. Muir 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, and

WHEREAS, under a statutory right conferred upon him, the Secretary of Highways of the Commonwealth of Pennsylvania, has undertaken the improvement and reconstruction of said Route No. 57, and

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

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

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 Five Hundred (\$500.00) Dollars.

(2). Owners agree to accept said sum of Five Hundred (\$500.00) Dollars as full compensation for damages arising by reason of the improvement and reconstruction of said section of road in Decatur Township, Clearfield County, Pennsylvania, designated as Route 57, and by reason of the taking of the lands of said Owners for right of way purposes, and for the inconvenience

and incidental damages in connection therewith. The extent of the said taking of lands for right of way purposes is indicated on a plan hereto annexed, as exhibit "A", and made a part hereof.

(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 <sup>will</sup> pay over to John H. Muir and Mrs. John H. Muir, the said sum of Five Hundred (\$500.00) 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 Five Hundred (\$500.) 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 John H. Muir and Mrs. John H. Muir have hereunto set their hands and seals, this the 3rd day of June A. D. 1938.

ATTEST:

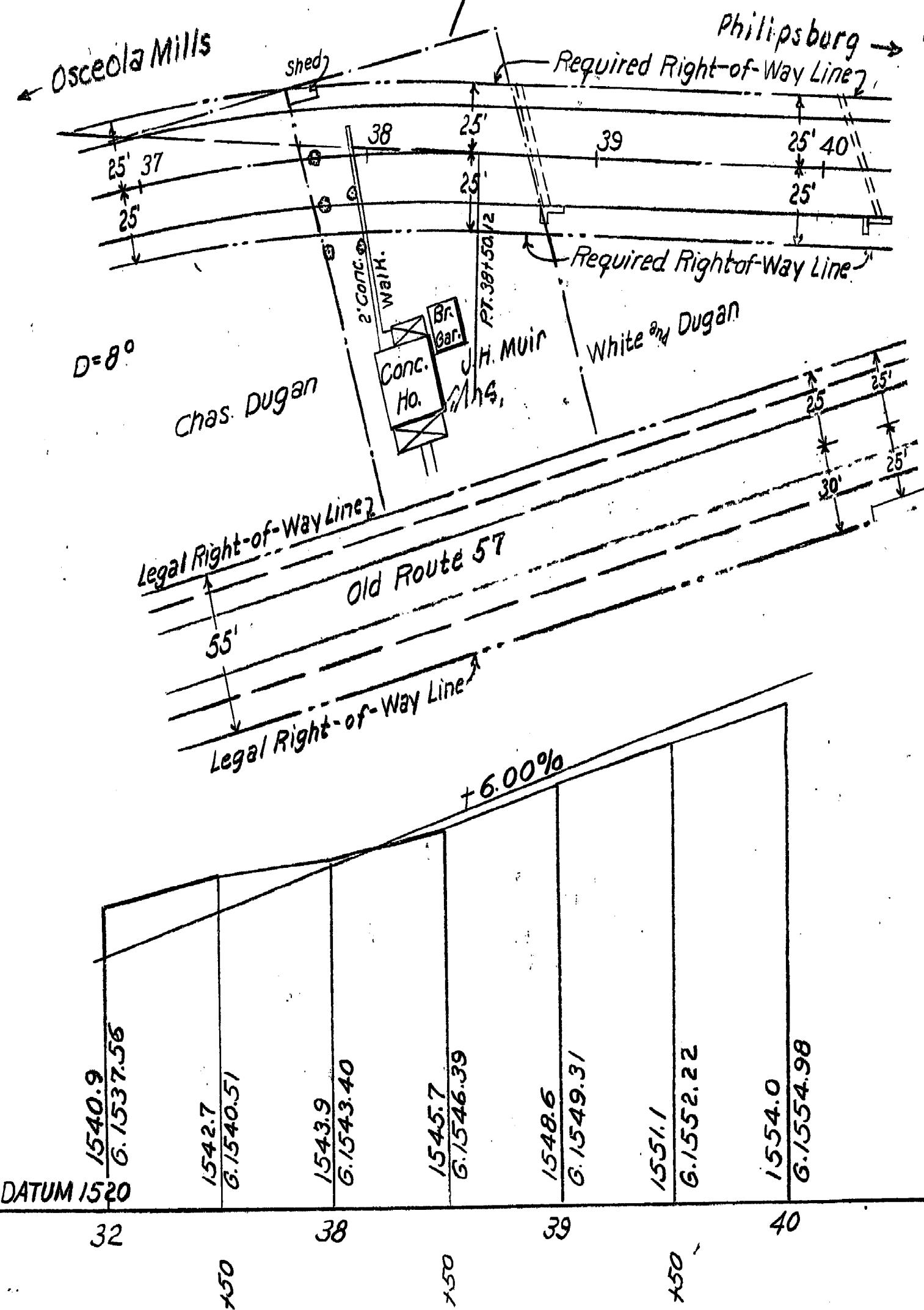
Myra Lucas  
COMMISSIONERS' CLERK

J. L. Gathman  
J. R. Steiner  
H. J. Gare  
COUNTY COMMISSIONERS

Witnessed by:

Florain G. Phibel

John H. Muir. (SEAL)  
Mrs. John Muir (SEAL)  
OWNERS



Mo. 5 Sept 11. 1938

COUNTY COMMISSIONERS OF  
CLEARFIELD COUNTY

-with-

JOHN H. MUIR, ET UX.

AGREEMENT

FILED

JUN 3 1938

W. R. CALLAGHER  
CLERK OF COURT

*6-1474*