

ROAD

DOCKET No. 6

Number

Term

Year

6

FEBRUARY SS 1938

CLEARFIELD COUNTY COMMISSIONERS
agreement with
HARBISON WALKER REFRactories CO

Versus

Notice
The County Commissioners
Clearfield County, Pennsylvania,
entered into an agreement with
bison Walker Refractories Com
as to the amount of damages t
paid to said Harbison Walker
fractories Company on account o
taking of certain land for State H
way purposes, as the result of
change in width, lines and loc
of a certain portion of State High
Route No. 57, where said state H
way crosses land of Harbison W
Refractories Company in Bra
Township, Clearfield County, Pa
slyvania. Said agreement was
in the office of the Prothonotary
Clearfield County, on the 29th d
January 1938, and any taxpayer
Clearfield County may file excep
thereto on or before the 14th d
February, 1938; if exceptions to
agreement are filed the proce
will be presented to the Cour
Quarter Sessions of Clearfield Co
Pennsylvania, in No. 1 Court
of the Court House, at Clear
Pennsylvania, at ten o'clock A
on the 21st day of February
when and where any taxpayer
appear and be heard, together
witnesses.

Clearfield County Commissi
15, 21-

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:

Feb, 1st, 1938.

The affiant also states that he has no personal interest in the
notice attached hereto and that the dates and place of publica
tion are true to the best of his knowledge and belief.

Wm. C. Plummer

Sworn and subscribed this 1st day of Feb., 1938.
before me.

Wm. D. Davis
W. D. DAVIS
NOTARY PUBLIC
CLEARFIELD, PA.
My Commission Expires
March 5, 1941

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 HARBISON WALKER REFRactories COMPANY, a corporation, with its principal office in the City of Pittsburgh, Pa., hereinafter referred to as Company, party of the second part.

WHEREAS, Route 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 said state highway, and said reconstruction and improvement involve a change in the 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, such change in width, lines and location required the taking of certain land of Company and the removal therefrom of certain buildings, all of which more fully appears from the approved plan of the Pennsylvania Department of Highways, the pertinent portion of which is reproduced by blue print annexed hereto and made a part hereof; the portion of said blue print which appears in yellow being the premises of Company taken for such highway purposes.

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 company to be kept and performed, the County Commissioners agree to pay Company the sum of

One Thousand Three Hundred (\$1,300.00) Dollars as damages.

(2). Company agrees to accept said sum of One Thousand Three Hundred (\$1,300.00) Dollars full compensation for damages for the taking of the land of said Company for right of way purposes, for the damage suffered due to the required removal of buildings, and any other damages arising by reason of the change in width, lines and location of route 57 of the State Highway of the Commonwealth of Pennsylvania, as more fully appears from the approved plan of the Pennsylvania Department of Highways, the pertinent portion of which is reproduced by blue print annexed hereto.

(3). It is mutually 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 Company the sum of One Thousand Three Hundred (\$1,300.00) Dollars.

(4). 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 or disapproval, as said Court shall deem proper.

IN WITNESS WHEREOF, the County Commissioners of Clearfield County, Pennsylvania, have hereunto affixed their signatures, duly attested by the Commissioners' Clerk, and Harbison Walker Refractories Company has caused these presents to be executed by its duly authorized officers, and its corporate seal duly attested, to be hereunto affixed, this 25th day of

January 1938.

ATTEST:

Myra Edcas
COMMISSIONERS' CLERK

ATTEST:

Richard
Gandy

J. L. Hatchouse
M. L. Gary
COUNTY COMMISSIONERS OF CLEARFIELD
COUNTY
HARBISON WALKER REFRactories
COMPANY

BY Fay Leereen
vice President

6 Feb. 1938

CLEARFIELD COUNTY COMMISSIONERS

with

HARBISON WALKER REFRactories
COMPANY

AGREEMENT

W.M. 1938

A. CALLAHER
RE. CO. LTD.

250 Due

