

ROAD

DOCKET No. 6

Number

Term

Year

7

Dec. 38

1938

Agreement 'tween
Clearfield County Commissioners

~~Witness~~
and

Minnie L. Avery

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 MINNIE L. AVERY, as Executor and sole beneficiary under the Will of Charles G. Avery, deceased, hereinafter referred to as "Owner", party of the second part.

WHEREAS, Owner's property was 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 Owner to be kept and performed, the County Commissioners agree to pay Owner the sum of Five Hundred (\$500.00) Dollars.

(2). Owner agrees 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 Owner 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 will pay over to Owner 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 Owner agree thereon, said sum shall be acceptable by County Commissioners and Owner, and it is covenant-ed by and between the parties hereto that said sum shall take the place of the aforesaid sum of Five Hundred (\$500.00) 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 Owner, shall, if she so desires, proceed to present her 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 attest-

ed by the Commissioners' Clerk, and Owner has hereunto set her hand and seal, this the 18th day of October A. D. 1938.

ATTEST:

Myra E. Lucas
COMMISSIONERS' CLERK

J. C. Gathouse
T. R. Skinner
H. U. Carr
County Commissioners

Witnessed by:

Elizabeth M. Avery

W. M. Avery (SEAL)

No. 1
Sec. 143

COUNTY COMMISSIONERS

-with-

MINNIE L. AVERY

AGREEMENT

LL