

No. 8 Dec 22 1938

COUNTY COMMISSIONERS OF
CLEARFIELD COUNTY

-with-

VICTOR EMANUEL STEPHENS

AGREEMENT

FILED

NOV 1 1938

W. S. LACHER
REC. CLERK

499

2

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 VICTOR EMANUEL STEPHENS, 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 Bradford Township, Clearfield County, Pennsylvania, designated on the records of the Department of Highways, as Route No. 57, from a point apporoximate mid-way between Station 815 and Station 816 to a point at or near Station 839, 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 hereinaftre set forth on the part of the Owner to be kept and performed, the County Commissioners agree to pay Owner the sum of Eight Hundred (\$800.00) Dollars.

(2). Owner agrees to accept said sum of Eight Hundred (\$800.00) Dollars as full compensation for damages arising by reason of the improvement and reconstruction of said section of road in Bradford 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, consisting of three sheets of blue print, the land of Owner being identified on said map or plan under the name of "Mack Stevens".

(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 Eight Hundred (\$800.00) 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 covenanted by and between the parties hereto that said sum shall take the place of the aforesaid sum of Eight Hundred (\$800.00) 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 he so desires, proceed to present his 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 his hand and seal, and **Fannie** Stephens, the wife of Owner has hereunto set her hand and seal as evidence of her joinder herein, this the 31st day of October A.D. 1938.

ATTEST:

Myra E. Lucas
COMMISSIONERS' CLERK

J. C. Gathman (SEAL)

W. V. Carr (SEAL)
County Commissioners

WITNESSED BY:

Ica Pentz

Victor E. Stephens (SEAL)

Mrs Fannie Stephens (SEAL)

Notice

The County Commissioners of Clearfield County, Pennsylvania have entered into an agreement with Victor Emanuel Stephens, as to the amount of damages to be paid on account of the taking of certain land for State Highway purposes, as the result of the change in width, lines and location of State Highway Route No. 57 where said State Highway crosses the land owned by Victor Emanuel Stephens in Bradford Township, Clearfield County, Pennsylvania. Said agreement was filed in the office of the Prothonotary of Clearfield County on the 1st day of November, 1938, and any taxpayer of Clearfield County may file exceptions thereto on or before the 14th day of November, 1938, if exceptions to said agreement are filed, the proceeding will be presented to the Court of Quarter Sessions of Clearfield County, at ten o'clock A. M. on the 17th day of November, 1938, where any taxpayer may appear and be heard, together with his witnesses. Clearfield County Commissioners

11|2-1d-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. Gr.

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:

Nov, 2nd, 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 2nd day of Nov. 1938. before me.

Notary Public
CLEARFIELD, PA.
My Commission Expires
March 5, 1941

No. 8 Dec. 21 1938

COUNTY COMMISSIONERS OF
CHESTERFIELD COUNTY

-with-

VICTOR EMMANUEL STEPHENS

AGREEMENT

2
#49.

1.2