

ROAD

DOCKET No. 6

Number	Term	Year
1	May SS	1939

Agreement between
The Clearfield County Commissioners
and
The Federal Land Bank of Baltimore

Versus

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 THE FEDERAL LAND BANK OF BALTIMORE, hereinafter referred to as "Owner", party of the second part.

WHEREAS, The Federal Land Bank of Baltimore was the owner of a certain tract of land situate in Ferguson Township, Clearfield County, Pennsylvania, which was affected by the improvement of a section of road designated on the records of the Department of Highways of the Commonwealth of Pennsylvania, as Legislative Route 17038, and

WHEREAS, under statutory right conferred upon him, the Secretary of Highways of the Commonwealth of Pennsylvania, undertook the construction, reconstruction and improvement of said Legislative Route No. 17038, 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 Four Hundred (\$400.00) Dollars as full compensation for damages arising by reason of the construction, reconstruction and improvement of the said section of road in Ferguson Township, Clearfield County, Pennsylvania, designated as Legislative Route 17038, where it passes through land of the Owner for right of way purposes and for the inconvenience and incidental damages in connection therewith, between station 44 $\frac{1}{2}$ 75 and station 65 $\frac{1}{2}$ 12, as shown on the construction and right of way plans of the Department of Highways for said road.

(2). 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 Four Hundred (\$400.00) Dollars, upon delivery to them of releases, quitclaims or other instruments as they may require, as aforesaid.

(3). 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 Four Hundred (\$400.00) 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, if it so desires, shall proceed to present its 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, Pennsylvania, have hereunto affixed their signatures, duly attested by the Commissioners' Clerk, and

-3-

The Federal Land Bank of Baltimore has caused these presents to be executed by its proper officers, and its corporate seal, duly attested, to be hereunto affixed, this 26th day of January 1939.

ATTEST:

Myna E. Lucas
Commissioners' Clerk

J. T. Hatchouse (SEAL)
G. R. Keiner (SEAL)
G. T. Carr (SEAL)
County Commissioners

ATTEST:

C. Woodard
Assistant Secretary

THE FEDERAL LAND BANK OF BALTIMORE
BY S. C. O'Neil
Vice President

I hereby certify that the above agreement has been duly authorized or approved by the Executive Committee of the said The Federal Land Bank of Baltimore, acting pursuant to its by-laws.

Mar. 22nd, 1939
(Date of Certification)

C. Woodard
Assistant Secretary

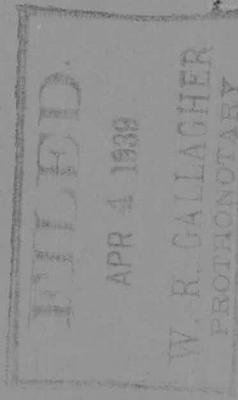
370
62845
No. 1 May 14. 1939

COUNTY COMMISSIONERS OF
CLEARFIELD COUNTY

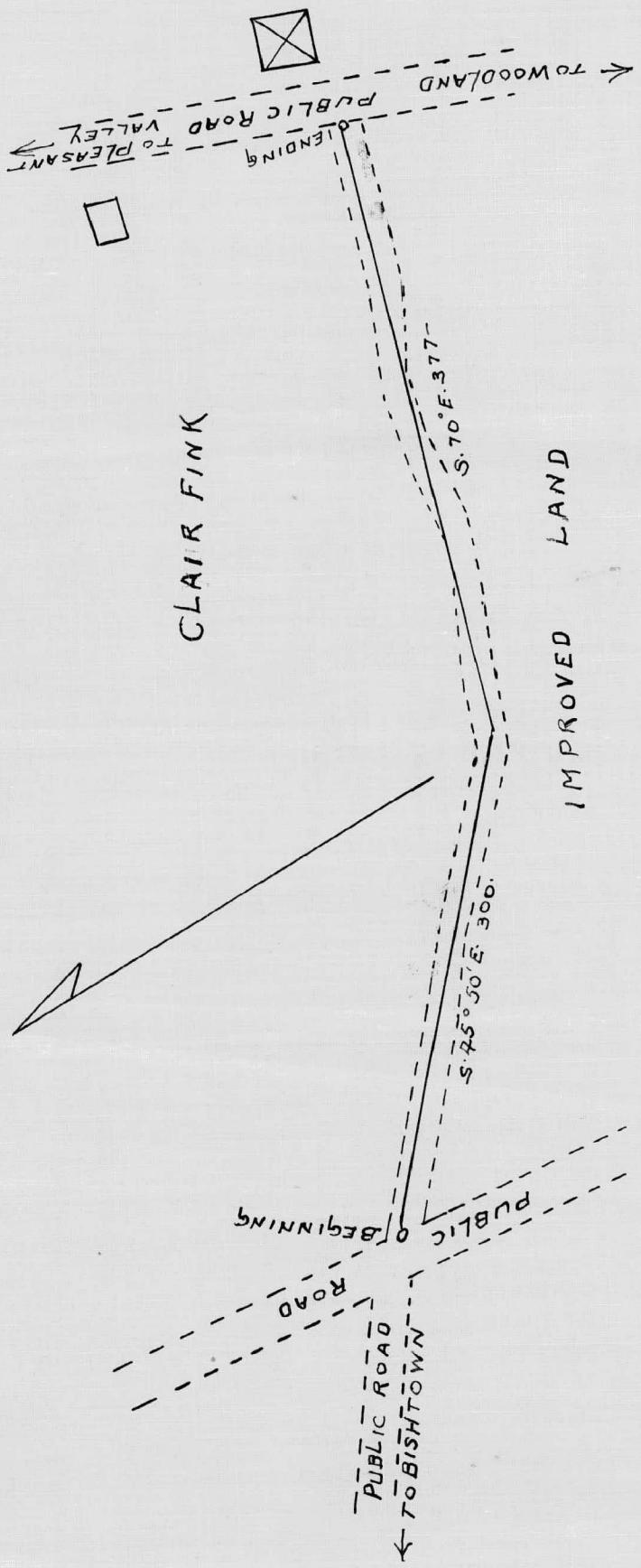
-with-

THE FEDERAL LAND BANK OF
BALTIMORE

AGREEMENT



PUBLIC ROAD IN BRADFORD TOWNSHIP
CLEARFIELD COUNTY PA.
VIEWED AND LAID OUT JUNE 1ST 1939
BY A.B. SHAW Esq.
H. A. REESE
H. A. GILES
SCALE 1:100'



Notice
The County Commissioners of
Clearfield County, Pennsylvania, have
entered into an agreement with Fed-
eral Land Bank of Baltimore, as to
the amount of damages to be paid on
account of the taking of certain land
for state highway purposes, as a re-
sult of the change in width, lines and
location of Legislative Route No.
17038, where said state highway crosses
the land owned by Federal Land
Bank of Baltimore, in Ferguson
Township, Clearfield County, Penn-
sylvania. Said agreement was filed in
the office of the Prothonotary of
Clearfield County, on the 4th day of
April 1939, and any taxpayer of
Clearfield County may file excep-
tions thereto on or before the 17th day
of April, 1939; if exceptions so filed
will be presented to the Court of
Quarter Sessions of Clearfield County,
Pennsylvania, at ten o'clock A.M.
on the 20th day of April, 1939, where
any taxpayer may appear and be
heard, together with his witnesses.
Clearfield County Commissioners.

4-5-1d-ch

Affidavit of Publication

STATE OF PENNSYLVANIA:

COUNTY OF CLEARFIELD :
: S. S.

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:

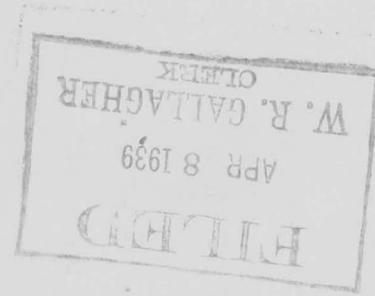
April 1, 5th, 1939.

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 5th day of April, 1939.

before me,
ALVIN C. DAVIS
PROTHONOTARY
CLEARFIELD, PA
My Commission Expires
March 5, 1941



January 1939