

ROAD

**DOCKET No. 6**

<b>Number</b>	<b>Term</b>	<b>Year</b>
1	Feb. SS	1939

Agreement between the County Commissioners of Clearfield County and Edie S. Peterson, of Sandy Twp.

**Versus**

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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 EDIE S. PETERSON, widow, of Sandy Township, Clearfield County, Pennsylvania, hereinafter referred to as Owner, party of the second part.

WHEREAS, Edie S. Peterson is the Owner of a certain tract of land situate in Sandy Township, Clearfield County, Pennsylvania, conveyed to her by deed of Edward Livingstone, dated June 28, 1894, said deed being recorded at Clearfield, Pa., in Deed Book 84, page 243, said tract consisting of lot No. 12 and the East half of lot No. 11 in the East Suburb of DuBois, Pennsylvania, and being approximately one hundred and fifty (150) feet wide facing the right of way of the Allegheny Valley Railroad and extending back to land of the Bogle heirs approximately three hundred (300) feet, and

WHEREAS, Owner's property was affected by the improvement of the section of road in Sandy Township, Clearfield County, Pa., designated on the records of the Department of Highways as Route No. 17017, from a point approximately at station 137 + 89 to a point approximately at station 139 + 44, and

WHEREAS, under a statutory right conferred upon him, the Secretary of Highways of the Commonwealth of Pennsylvania, undertook the improvement and reconstruction of State Highway Route No. 17017, 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 WITNESSETH:

(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 as full compensation for damages arising by reason of the improvement and reconstruction of said section of road in Sandy Township, Clearfield County, Pennsylvania, designated as Route No. 17017, 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 blue print hereto annexed, the land of Owner being identified on said map or plan under the name of "Mrs. Edith S. Peterson".

(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 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 covenanted 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 attested by the Commissioners' Clerk, and Owner has hereunto set her hand and seal this 5th day of December A. D. 1938.

ATTEST:

Myra E. Lucas  
COMMISSIONERS CLERK

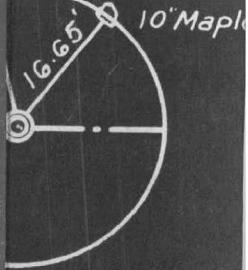
J. T. Gathman (SEAL)  
D. R. Skinner (SEAL)  
M. J. Carr (SEAL)  
County Commissioners

+ Edie S. Peterson (SEAL)  
OWNER

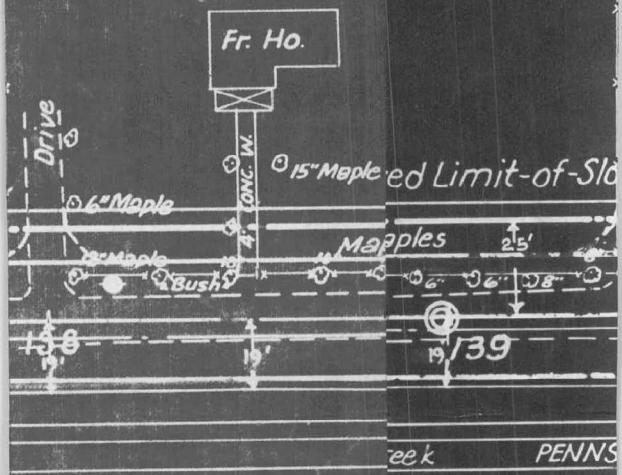
WITNESSED by:

Mrs. Irene Jacobson.

38 + 98.85  
180° 00'  
3" Maple



*Mrs. Edith S. Peterson*



Notice of  
Clearfield County Commissioners  
agreement with Edie S. Peterson 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. 17017, where said State Highway  
crosses the land owned by Edie S.  
Peterson in Sandy Township, Clear-  
field County, Pennsylvania. Said  
agreement was filed in the office of  
the Prothonotary of Clearfield Coun-  
ty, on the 13th day of December 1938,  
and any taxpayer of Clearfield Coun-  
ty may file exceptions thereto on or  
before the 24th day of December  
1938; if exceptions to said agreement  
are filed, the proceeding will be pre-  
sented to the Court of Quarter Ses-  
sions of Clearfield County, Pennsyl-  
vania, at ten o'clock A. M. on the 25th  
day of December 1938, where any  
taxpayer may appear and be heard,  
together with his witnesses.

12/14-1d-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. 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:

Dec, 14th, 1938.

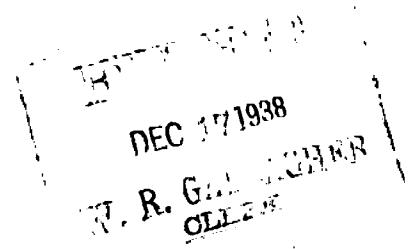
The affiant also states that he has no personal interest in the  
notice attached hereto and that the dates and place of publica-  
tion are true to the best of his knowledge and belief.

*Wm. C. Plummer.*

Sworn and subscribed this 14th day of Dec., 1938  
before me.

*Wm. C. Plummer*  
Wm. C. Plummer  
Commissioner of Explosives  
March 10, 1939

1 Feb 1939



No. 1 Feb. 20, 1939

COUNTEY COMMISSIONERS

-With-

EDIE S. PETERSON

## AGREEMENT

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