

ROAD

DOCKET No. 6

Number	Term	Year
1	Feb. SS	1939

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

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 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 ^{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 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:

Mary E. Lucas
COMMISSIONERS' CLERK

J. C. Hathhouse (SEAL)
D. R. Weimer (SEAL)
M. V. Carr (SEAL)
County Commissioners

+ Edie S. Peterson (SEAL)
OWNER

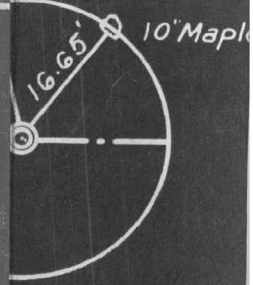
WITNESSED by:

Mrs. Lura Jacobson.

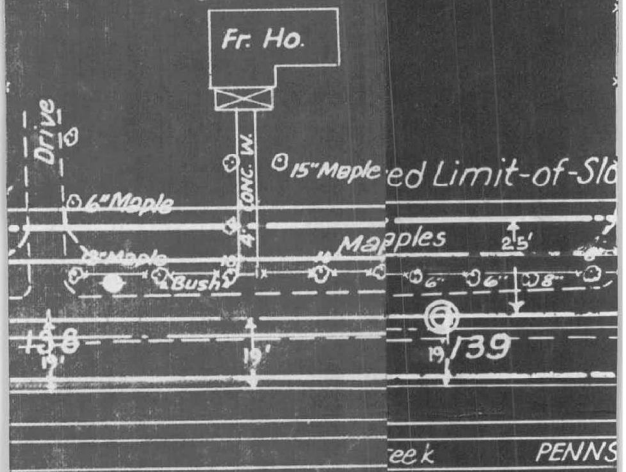
8+98.85

180°00'

3" Maple



Mrs. Edith S. Peterson



Affidavit of Publication

STATE OF PENNSYLVANIA:
COUNTY OF CLEARFIELD :

Wm. C. Plummer, having been duly sworn according to law doth depose and say that he is...

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 publication are true to the best of his knowledge and belief.

Wm C Plummer

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

[Signature]

Notary Public for Pennsylvania
My Commission Expires
March 14, 1941

Notice of the County Commissioners of Clearfield County, entered into an 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, Clearfield County, Pennsylvania. Said agreement was filed in the office of the Prothonotary of Clearfield County, on the 13th day of December 1938, and any taxpayer of Clearfield County may file exceptions thereto on or before the 24th day of December, 1938; if exceptions to said agreement are filed, the proceeding will be presented to the Court of Quarter Sessions of Clearfield County, Pennsylvania, at ten o'clock A. M. on the 29th day of December 1938, where any taxpayer may appear and be heard, together with his witnesses.
Clearfield County Commissioners
12|14-1d-ch

1 Feb 22 1939

DEC 17 1938
W. R. GALLAGHER
CLERK

2957

No. 1 Feb. 1939

COUNTY COMMISSIONERS

-with-

EDIE S. PETERSON

AGREEMENT

FILED
DEC 13 1938
W. R. GALLAGHER
CLERK

504