

ROAD

DOCKET No. _____

Number	Term	Year
2	Feb. SS	1939

Agreement between

Clearfield County Commissioners
and

John S. Peterson

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

WHEREAS, John S. Peterson is the owner of property located in Sandy Township, Clearfield County, Pennsylvania, conveyed to him by deed of Edie S. Peterson and John A. Peterson, dated October 28, 1927, recorded at Clearfield, Pa., in Deed Book 287, page 50, said parcel consisting of lot No. 10 and half of lot No. 11 in the John E. DuBois plan of lots of the East Suburb of DuBois, Pa., and being 150 feet wide facing the right of way of the Allegheny Valley Railroad and running back to the line of property of the Bogle heirs, and being 297 feet deep on the West side and 314 feet deep on the East side, 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 136 + 54 to a point approximately at station 137 + 89, 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 Three Hundred Fifty (\$350.00) Dollars.

(2). Owner agrees to accept said sum of Three Hundred Fifty (\$350.00) 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. 17917, 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 "John 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 Three Hundred Fifty (\$350.00) 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 Three Hundred Fifty

(\$350.00) 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 attested by the Commissioners' Clerk, and Owner has hereunto set his hand and seal this 5th day of December 1938.

ATTEST:

Myma E. Lucas
Commissioners' Clerk

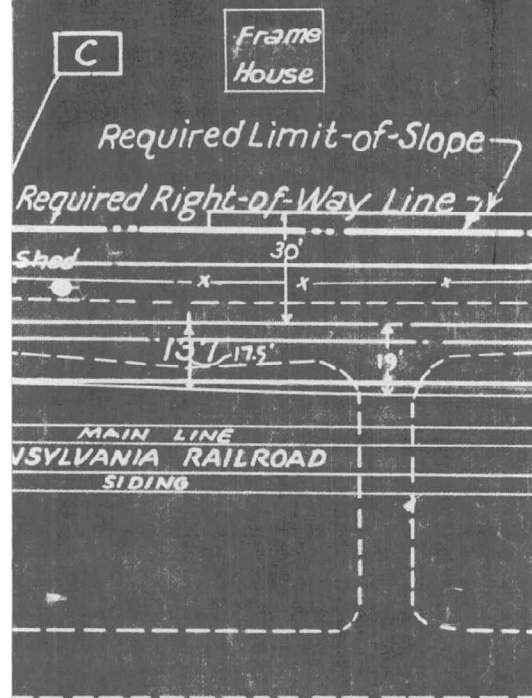
J. C. Hatcher (SEAL)
T. R. Weimer (SEAL)
W. V. Carr (SEAL)
County Commissioners

Witnessed by:

Oscar L. Larson

John S. Peterson (SEAL)
Owner

John S. Peterson



Notice

The County Commissioners of Clearfield County, Pennsylvania, entered into an agreement with John 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 locations of State Highway Route No. 17017 where said State Highway crosses the land owned by John 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

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. Agr.

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.

Wm. C. Plummer

NOTARY PUBLIC
CLEARFIELD, PA.

My Commission Expires
March 8, 1941

2 Feb ss 1939

No. 2 Feb. 22 1939

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COUNTY COMMISSIONERS

-with-

JOHN S. PETERSON

AGREEMENT

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