

ROAD

DOCKET No. 6

Number	Term	Year
2	Dec. SS	1939

Agreement between
Clearfield County Commissioners
and
Mrs. Orville C. Smeal, Mrs. J.A. Baker
and Mrs. H. A. Gardner
Versus

Affidavit of Publication

Notice is hereby given that the County Commissioners of Clearfield County, Pennsylvania, entered into an agreement with Mrs. Orville C. Smeal, Mrs. R. A. Gardner, and Mrs. J. A. Baker, 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, Section 5, where said State Highway crosses the land owned by said individuals, in Bradford and Boggs Townships, Clearfield County, Pennsylvania. Said agreement was filed in the office of the Prothonotary of Clearfield County on the 13th day of November, A. D. 1939, and any taxpayer of Clearfield County may file exceptions to said agreement before the 27th day of November 1939; 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 30th day of November, 1939, where any taxpayer may appear and be heard together with his witnesses. Clearfield County Commissioners, 1114 1/2 Chestnut Street, Clearfield, Pa.

STATE OF PENNSYLVANIA:

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: November, 14th, 1939.

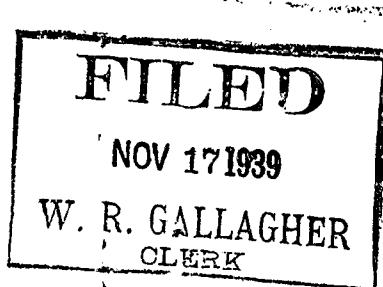
The affiant also states that he has no personal interest in the notice attached hereto and that the dates and place of publication are true to the best of his knowledge and belief.

John C. Plummer

Sworn and subscribed this 14th day of Nov., 1939.
before me.

John C. Plummer
NOTARY PUBLIC
CLEARFIELD, PA.
My Commission Expires
March 5, 1941

2 Dec. 11 1939



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 MRS. ORVILLE C. SMEAL of Bigler, Pennsylvania, MRS. H. A. GARDNER and MRS. J. A. BAKER, both of Altoona R. D., Pennsylvania, hereinafter referred to as "Owners", parties of the second part.

WHEREAS, the said Owners are the owners of a certain tract of land in Bradford and Boggs Townships, Clearfield County, Pennsylvania, which was affected by the construction, relocation and improvement of a section of road designated on the records of the Department of Highways of the Commonwealth of Pennsylvania, as State Highway Route 57, section 5, and

WHEREAS, under the statutory right conferred upon him, the Secretary of Highways of the Commonwealth of Pennsylvania, undertook the construction, relocation and improvement of said highway, Route 57, Section 5, and

WHEREAS, the Secretary of Highways so notified the County Commissioners, in writing, of the contemplated construction, relocation and improvement, and

WHEREAS, the said County Commissioners agreed in writing to such construction, relocation and improvement,

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 Owners to be kept and performed, the County Commissioners agree to pay Owners the sum of Six Hundred Fifty (\$650.00) Dollars as full compensation for the damages arising by reason of the construction, relocation, reconstruction and improvement of said section of road in Bradford and Boggs Townships, Clearfield County, Pennsylvania, designated as State Highway Route No. 57, section 5, between stations 590+00 and 615+27 where said road passes through the land of Owners, such pay-

ment to be for all purposes full settlement for the land taken for right of way purposes, which land so taken embraces an area of 4.51 acres, more or less, the land used for slopes, which land thus used embraces 0.61 acres, more or less, the land used for unobstructed view purposes, which land so used embraces an area of 1.03 acres, and for the inconvenience and incidental damages in connection therewith, as shown upon 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 Owners the sum of Six Hundred Fifty (\$650.00) 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 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 Owners agree thereon, said sum shall be acceptable by County Commissioners and Owners, and it is covenanted by and between the parties hereto that said sum shall take the place of the aforesaid sum of Six Hundred Fifty (\$650.00) 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 Owners if they so desire, shall proceed to present their 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 Owners have hereunto set their hands and seals, this 9th day of November, A. D. 1939.

ATTEST:

Myra E. Lucas
Commissioners' Clerk

J. C. Hatchett
J. R. Weimer
J. V. Gary
County Commissioners

Signed, sealed and delivered
in the presence of:

Mrs. Bridle Smeal (SEAL)
Cynthia W. Baker (SEAL)
Mrs. J. A. Baker
Mrs. H. A. Gardner (SEAL)
Owners

2 Dec 28 1939
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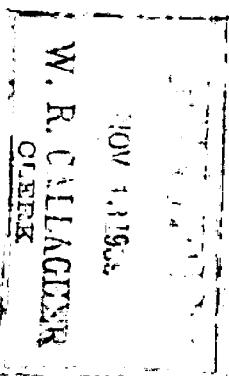
AGREEMENT

between

COUNTY COMMISSIONERS

and

MRS. ORVILLE C. SMEAL ET AL



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