

ROAD

DOCKET No. 6

Number	Term	Year
3	Sept. SS	1939

AGREEMENT between
County Commissioners
and

Alfretta Peters, et al

Versus

NOTICE
The County Commissioners of
Clearfield County, Pennsylvania, en-
tered into an agreement with Alfretha
Peters and Ashley D. Peters, et ux.,
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 57, Section 5 where said State
Highway crosses the land owned by
said individuals in Bradford Town-
ship, Clearfield County, Pennsyl-
vania. Said agreement was filed in the
Office of the Prothonotary of Clearfield
County on the 26th day of June 1939,
and any taxpayer of Clearfield Coun-
ty may file exceptions thereto on or
before the 10th day of July 1939; 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 13th day of
July, 1939, where any taxpayer may
appear and be heard, together with his
witnesses.

Clearfield County Commissioners
6127-1-d-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:

June, 27th, 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 27th, day of June, 1939,
before me.

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

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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 ALFRETTA PETERS, Widow, and ASHLEY D. PETERS, hereinafter referred to as Owners, parties of the second part.

Whereas, Owners' property was affected by the improvement and reconstruction of the section of road in Bradford Township, Clearfield County, Pennsylvania, designated on the records of the Department of Highways as Route 57, Section 5, and

Whereas, under a statutory right conferred upon him, the Secretary of Highways of the Commonwealth of Pennsylvania has undertaken the improvement and reconstruction of said Route No. 57, 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 Owners to be kept and performed, the County Commissioners agree to pay Owners the sum of Seven Hundred (\$700.00) Dollars.

2. Owners agree to accept said sum of Seven Hundred (\$700.00) Dollars as full compensation for damages arising by reason of the improvement and reconstruction of said section of road in Bradford Township, Clearfield County, Pennsylvania, designated as Route 57, Section 5, between Stations 808 and 816, and by reason of the taking of the lands of said Owners 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 the plan of the Department

of Highways herein incorporated by reference.

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 Owners the said sum of Seven Hundred (\$700.00) 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 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 Seven Hundred (\$700.00) 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 shall, if they so desire, 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 have hereunto affixed their signatures, duly attested by the Commissioners' Clerk, and Alfreitta Peters, widow, and Ashley D. Peters with the joinder of Bertha Peters, his wife, have

hereunto set their hands and seals, this the 23rd day of June
A. D. 1939.

Myra E. Lucas
Commissioners' Clerk

J. C. Hutchins
DR. Neimus
H. V. Carr
County Commissioners

Witnessed by:

H. V. Carr

Mrs. Alsettia Peters (SEAL)
a Owner

Ashley D. Peters (SEAL)
Owner

Mrs. Bertha Peters (SEAL)
(wife of Ashley D. Peters)

No. 3 Sept. 22 1939

AGREEMENT
between
COUNTY COMMISSIONERS

and
ALFRETTA PETERS ET AL

516

FIT 7417
JUN 26 1929
W. R. GALLAGHER
CLERK

Frank G. Smith
Co. Secy.