

5 Feb 1939

COUNTY COMMISSIONERS

-with-

AL BANK,

Trustee

AGREEMENT

588

ED
1939
CALLAGHER
W. P. A. TIER

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 DUBOIS NATIONAL BANK of DuBois, Pa., Trustee under Deed of Trust for Amy S. Patchell, Zelia Taggart and Grace Schrecongost, heirs of S. J. Schrecongost, deceased, hereinafter referred to as "Trustee", party of the second part.

WHEREAS, S. J. Schrecongost was the owner of a certain tract of land situate in Sandy Township, Clearfield County, Pennsylvania, and the said S. J. Schrecongost having died, title to the said premises became vested in Amy Patchell, Zelia Taggart and Grace Schrecongost, and

WHEREAS, by Deed of Trust executed by Amy S. Patchell and Fred Patchell, her husband, Zelia Taggart and Eugene B. Taggart, her husband, and Grace Schrecongost, widow, parties of the first part, and DuBois National Bank, as Trustee, party of the second part, title to the said premises became vested, in trust, in the said DuBois National Bank, and

WHEREAS, said premises were affected by the improvement of a section of road in Sandy Township, Clearfield County, Pennsylvania, designated on the records of the Department of Highways, as Route 59, Section 9, and

WHEREAS, under statutory right conferred upon him, the Secretary of Highways of the Commonwealth of Pennsylvania, undertook the improvement and reconstruction of State Highway Route 58, Section 9, 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 hereinafterset forth on the part of the Trustee to be kept and performed, the County Commissioners agree to pay Trustee the 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 59, Section 9, and by reason of the taking of lands, title to which is presently vested in said Trustee, 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 being identified on said map or plan under the name of "S. J. Schreckengast".

(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 Trustee 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.

(3). 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 Trustee agree thereon, said sum shall be acceptable by County Commissioners and Trustee,

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 Trustee shall, if it so desires, proceed to present its 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 Trustee has caused these presents to be executed by its President and Cashier, and its corporate seal to be hereunto affixed, this 23rd day of January A. D. 1939.

ATTEST:

Myra E. Lucas
Commissioners' Clerk

J. C. Patchman (SEAL)
J. R. Veinier (SEAL)

County Commissioners (SEAL)

ATTEST:

W. L. L. L.
CASHIER

DUBOIS NATIONAL BANK,
As Trustee under Deed of Trust
for Amy S. Patchell, et vir.,
Zelia Taggart, et vir, and
Grace Schreengost,

BY W. L. L. L.
President

5 Feb 22 1939

COUNTY COMMISSIONERS

-with-

DUBOIS NATIONAL BANK,
Trustee

AGREEMENT

528

