

ROAD

DOCKET No. 6

Number

Term

Year

10

Sept. SS

1939

AGREEMENT between the
County Commissioners
and

Jean B. Clute

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 Arven Williams and Lex Williams, hereinafter referred to as "Owners", parties of the second part.

WHEREAS, The said Owners were the owners of a certain tract of land situate in Bradford Township, Clearfield County, Pennsylvania, which was affected by the improvement of a section of road designated on the records of the Department of Highways of the Commonwealth of Pennsylvania, as State Highway Route No. 57, Section 5, and

WHEREAS, under statutory right conferred upon him, the Secretary of Highways of the Commonwealth of Pennsylvania, undertook the construction, reconstruction and improvement of said State Highway Route No. 57, Section 5, 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 improvements 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 Four Hundred Fifty (\$450.00) Dollars, as full compensation for damages arising by reason of the construction, reconstruction and improvement of the said section of road in Bradford Township, Clearfield County, Pennsylvania, designated as State Highway Route No. 57, Section 5, between Stations 636 and 638, where said route passes through land of the Owners for right of way purposes and for the inconvenience and incidental damages in connection there-

with, as shown on 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 said sum of Four Hundred Fifty (\$450.00) 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 Four Hundred Fifty (\$450.00) 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 28th day of August A. D. 1939.

J. C. Hatchhouse (SEAL)

T. R. Weiner (SEAL)

W. V. Carr (SEAL)
County Commissioners

Attest:

Myra E. Lucas
Commissioners' Clerk

Signed, sealed and delivered
in the presence of:

W. V. Carr

Lee Williams (SEAL)

Mrs. Arvona Williams (SEAL)

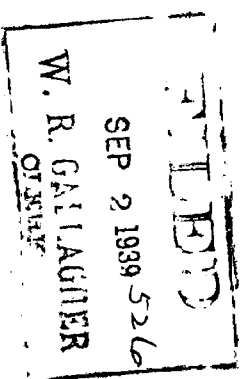
No. 11 Sep. 11. 1939

AGREEMENT
between

COUNTY COMMISSIONERS

and

ARVEN & LEX WILLIAMS



[Handwritten signature]

2

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 JEAN B. CLUTE, single, hereinafter referred to as "Owner" party of the second part.

Whereas, The said Owner acquired title to a certain tract of land in Curwensville Borough, Clearfield County, Pennsylvania, by deed dated November 13, 1914, recorded at Clearfield, Pa., in Deed Book 207, page 45, and

✓ Whereas, said land was affected by the relocation, reconstruction and improvement of a section of road designated on the records of the Department of Highways of the Commonwealth of Pennsylvania as Route No. 59, Section 7, and said land was also affected by the construction of a temporary highway detour used to maintain traffic during such reconstruction and improvement of the said Route No. 59, Section 7, and

✓ Whereas, under a statutory right conferred upon him, the Secretary of Highways of the Commonwealth of Pennsylvania undertook the relocation, reconstruction and improvement of said Route 59, Section 7, and

✓ Whereas, the Public Utilities Commission of the Commonwealth of Pennsylvania in a proceeding filed to Complaint Docket No. 11344, in an order dated June 15, 1937, ordered:

"That the County of Clearfield pay all compensation for damages due to the owners of property, exclusive of the respondent railroad companies, for property taken, injured or destroyed in the execution of this improvement."

and

Whereas, such relocation, reconstruction and improvement has been completed in accordance with the general plan submitted at the hearing of May 12, 1937, as complainant's Exhibit No. 1 in the said proceeding before the Public Utilities Commission of the Commonwealth of Pennsylvania, filed in Complaint Docket No. 11344,

✓ Now, therefore, this agreement

WITNESSETH:

(1) In consideration of the premises and of the promises hereinafter set forth on the part of Owner to be kept and performed, the County Commissioners agree to pay Owner the sum of One Thousand (\$1,000.00) Dollars as full compensation for the damages arising by reason of the relocation, reconstruction and improvement of State Highway Route 59, Section 7, where said highway passes through the land of Owner, the right of way being described as set forth in Exhibit "A" hereto annexed and made part hereof, and the temporary highway or detour used during construction being more fully described in Exhibit "B" hereto annexed and made part hereof, it being understood and agreed that said sum shall serve as full compensation for the land taken for right of way purposes, the use of land for detour purposes and for the inconvenience and incidental damages in connection with such relocation, reconstruction and improvement as shown on the plans of the Department of Highways hereinbefore referred to.

(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 Owner the said sum of One Thousand (\$1,000.00) 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 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 One Thousand (\$1,000.00) 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, if she so desires, shall 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, Pennsylvania, have hereunto affixed their signatures, duly attested by the Commissioners' Clerk, and Owner has hereunto set her hand and seal, this 8th day of August A. D. 1939.

J. C. Gutierrez (SEAL)

T. R. Weimer (SEAL)

M. V. Carr (SEAL)
County Commissioners

Myra E. Lucas
Commissioners' Clerk

Signed, sealed and delivered
in the presence of

Henry T. Lewiston

Jean B. Clute (SEAL)
Owner

EXHIBIT "A"

Highway Right of Way

ALL THOSE CERTAIN tracts of land situated in Curwensville Borough, Clearfield County, bounded and described as follows, to wit:

TRACT NO. 1

Beginning at a point on the Pike Township and Curwensville Borough line at or about Survey Station 270/08, said point being thirty (30) feet distant from the centerline of the new public highway (a) hereinabove laid out and established, measured southerly at right angles thereto; thence through the lands of JEAN B. CLUTE along the required legal right of way line of said new public highway, a distance of sixty-eight (68) feet, said point being at or about Survey Station 270/86, said point being on the right of way line of THE PENNSYLVANIA RAILROAD COMPANY; thence to the right along the right of way line of THE PENNSYLVANIA RAILROAD COMPANY North sixty-six degrees, twenty five minutes West ($N 66^{\circ} 25' W$), a distance of two hundred fourteen (214) feet to a point at or about Survey Station 272/90, said point being four (4) feet distant from the centerline of said new public highway, measured southerly at right angles thereto; thence to the left along the right of way line of THE PENNSYLVANIA RAILROAD COMPANY North sixty degrees, thirty-three minutes West ($N 60^{\circ} 33' W$), a distance of two hundred nineteen (219) feet to a point at or about Survey Station 275/07, said point being five (5) feet distant from the centerline of said new public highway measured northerly at right angles thereto; thence to the right along the right of way line of THE PENNSYLVANIA RAILROAD COMPANY North sixty-five degrees, three minutes West ($N 65^{\circ} 3' W$), a distance of two hundred (200) feet to a point, said point being on the northerly required right of way line of said new public highway at or about Survey Station 277/06; thence to the right along required right of way line of said new public highway South seventy-two degrees, thirty-eight minutes East ($E 72^{\circ} 38' E$), a distance of six hundred eighty-nine and five-tenths (689.5) feet to a point, said point being on the Pike Township and Curwensville Borough Line at or about Survey Station 270/16.5; thence along the Pike Township and Curwensville Borough Line South fifty-eight degrees, fifty-four minutes West ($S 58^{\circ} 54' W$) a distance of sixty and sixty-six hundredths (60.66) feet to the point of beginning and containing five hundred twenty-two thousandths (.522) of an acre more or less.

TRACT NO. 2

Beginning at a point on the right of way of THE PENNSYLVANIA RAILROAD COMPANY at or about Survey Station 270/71, said point being thirty-three (33) feet southerly from the centerline of the track of THE PENNSYLVANIA RAILROAD COMPANY and measured radially thereto, said track centerline being eighty-nine (89) feet from the centerline of the new public highway (a) hereinabove laid out and established, measured at right angles thereto at or about said Survey Station 270/71; thence along the southerly proposed right of way line of THE PENNSYLVANIA RAILROAD COMPANY through the lands of C. M. CLUTE along the arc of a circular curve of thirty-seven hundred eighty-six and eighty-three hundredths (3786.83) feet radius, a distance of thirteen hundred fifty-one and fifty-five hundredths (1351.55) feet to a point, said point being at or about Survey Station 284/43, said point being thirty-three (33) feet distant southerly from centerline of track of THE PENNSYLVANIA RAILROAD COMPANY as relocated and measured radially thereto, said track centerline as relocated being eighty-seven and five tenths (87.5) feet distant from the centerline of said new

EXHIBIT "A" (con)

public highway measured at right angles thereto at said Survey Station 284/43, said arc being subtended by a chord and whose length is thirteen hundred forty-four and forty-eight hundredths (1344.48) feet and whose direction is North seventy-four degrees, forty-eight minutes, thirty seconds West ($N 74^{\circ} 48' 30'' W$); thence to the right along said southerly proposed right of way line North eighty-five degrees, two minutes West ($N 85^{\circ} 02' W$), a distance of nine hundred seventy (970) feet distant to a point, said point being on the property line of ANNA MARIE FYE at or about Survey Station 294/14; thence North twenty-four degrees, ten minutes West ($N 24^{\circ} 10' W$), along the property line of ANNA MARIE FYE, a distance of one hundred eighteen (118) feet to a point, said point being on the right of way line of THE PENNSYLVANIA RAILROAD COMPANY at or about Survey Station 294/70, said point being seven (7) feet distant southerly from the centerline of said new public highway; thence to the right North eighty-eight degrees, fifty minutes East ($N 88^{\circ} 50' E$), along the southerly right of way line of THE PENNSYLVANIA RAILROAD COMPANY, a distance of two hundred seven and six tenths (207.6) feet to a point, said point being at Survey Station 292/65 and ten and five-tenths (10.5) feet distant northerly from the centerline of said new public highway, measured at right angles thereto; thence in an easterly direction, curving to the right along the southerly right of way line of THE PENNSYLVANIA RAILROAD COMPANY along the arc of a circular curve of radius thirty-eight hundred eighty-six and thirty-six hundredths (3886.36) feet, a distance of seventeen hundred ninety-one (1791) feet to a point, said arc being subtended by a chord whose length is seventeen hundred fifty-eight and ninety-nine hundredths (1758.99) feet and whose bearing is South seventy-five degrees, fourteen minutes, three seconds West ($S 75^{\circ} 14' 3'' W$); thence along the southerly right of way line of THE PENNSYLVANIA RAILROAD COMPANY South seventy-two degrees, thirty-eight minutes East ($S 72^{\circ} 38' E$), a distance of four hundred twenty (420) feet to the point of beginning and containing four and eighty-seven hundredths (4.87) of an acre more or less.

EXHIBIT "B"

Temporary Highway Detour

ALL THAT CERTAIN tract of land situated in Curwensville Borough, Clearfield County, bounded and described as follows, to wit:

Beginning at a point on the northerly right of way line of THE BALTIMORE AND OHIO RAILROAD COMPANY at or about Survey Station 272/69, said point being ninety-five (95) feet from the centerline of the new public highway (a) hereinabove laid out and established and measured at right angles thereto; thence through the lands of JEAN B. CLUTE North forty-nine degrees, thirty-six minutes West ($N 49^{\circ} 36' W$), a distance of two hundred twenty-seven (227) feet to a point, said point being on existing southerly legal right of way line of State Highway Route No. 59 at or about Survey Station 274/75; thence in a southeasterly direction, along the said southerly existing legal right of way line, a distance of one hundred eighteen (118) feet to a point, said point being at or about Survey Station 273/55; thence to the right through the lands of JEAN B. CLUTE South forty-nine degrees, thirty-six minutes East ($S 49^{\circ} 36' E$), a distance of one hundred eighty-five (185) feet to a point, said point being at or about Survey Station 271/90 and one hundred seven (107) feet distant from the centerline of said new public highway, measured at right angles thereto; thence to the left through lands of JEAN B. CLUTE South fifty-eight degrees, six minutes East ($S 58^{\circ} 6' E$), a distance of forty-four (44) feet to a point on the northerly right of way line of THE BALTIMORE AND OHIO RAILROAD COMPANY at or about Survey Station 271/45; thence to the right along the northerly right of way line of THE BALTIMORE AND OHIO RAILROAD COMPANY, a distance of one hundred twenty-one (121) feet to the point of beginning and containing fifty-two thousandths (.052) of an acre more or less.

No. 10 Sept. 22 1939

AGREEMENT

between

COUNTY COMMISSIONERS

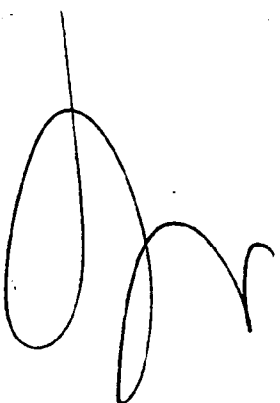
and

JEAN B. CLUTE

NOTED

AUG 15 1939

R. GALLAGHER
CLERK

A large, stylized handwritten signature, possibly reading "J. B. Clute", is written over the official stamp.

Notice
The County Commissioners of Clearfield County, Pennsylvania, entered into an agreement with Jean B. Clute, 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 59, Section 7, where said State Highway crosses the land owned by said individual in Curwensville Borough, Clearfield County, Pennsylvania. Said agreement was filed in the office of the Prothonotary of Clearfield County, on the 15th day of August 1939, and any taxpayer of Clearfield County may file exceptions to said agreement before the 28th day of August 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 31st day of August 1939, where any taxpayer may appear and be heard, together with his witnesses. Clearfield County Commissioners
8/17/39

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:

August, 17th, 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.

Wm C Plummer
Wm C Plummer

Sworn and subscribed this 17th day of August 1939, at Clearfield, Pa.
before me.

Wm C Davis
Wm C Davis
Notary Public
My Commission Expires
March 1, 1941

10 Sept 28 1939
Road

