

ROAD

DOCKET No. 6

Number	Term	Year
1	Feb. SS	1940

Agreement between
Clearfield County Commissioners
and
George Smeal

Versus

Notice

The County Commissioners of Clearfield County, Pennsylvania, entered into an agreement with George Smeal, 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 57, Section 5, where said State Highway crosses the land owned by said individual, in Bradford Township, Clearfield County, Pennsylvania. Said agreement was filed in the office of the Prothonotary of Clearfield County on the 6th day of December A. D. 1939, and any taxpayer of Clearfield County may file exceptions to said agreement before the 18th day of December 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 21st day of December 1939, where any taxpayer may appear and be heard, together with his witnesses.

Clearfield County
Commissioners.

126-1d-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. 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:

Dec., 6th, 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

Sworn and subscribed this 6th, day of Dec., 1939.
before me: W. C. D. N.
NOTARY PUBLIC
CLEARFIELD, PA.
My Commission Expires
March 5, 1941

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 GEORGE SMEAL of Bradford Township, Clearfield County, Pennsylvania, hereinafter referred to as "Owner" party of the second part.

WHEREAS, the said Owner is the owner of a certain tract of land in Bradford Township, 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 Owner to be kept and performed, the County Commissioners agree to pay Owner the sum of Eleven Hundred Fifty (\$1150.00) Dollars, as full compensation for the damages arising by reason of the construction, relocation, reconstruction and improvement of the said section of road in Bradford Township, Clearfield County, Pennsylvania, designated as State Highway Route 57, Section 5, between stations 620+07 and 634+50, where said road passes through the land of Owner, such payment to be for all purposes full settlement for the land taken for right of way purposes, which land so taken embraces an

area of 1.844 acres, more or less, the land used for slopes, which land thus used embraces 0.279 acres, more or less, and the land taken for unobstructed view purposes, which land this condemned embraces 2.412 acres, more or less, for the inconvenience and incidental damages in connection therewith, as shown upon the construction and right of way plans of the Pennsylvania 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 Owner the said sum of Eleven Hundred Fifty (\$1150.00) 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 Eleven Hundred Fifty (\$1150.00) 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 he so desires, shall 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, Pennsylvania, have hereunto affixed their signatures, duly attested by the Commissioners' Clerk, and Owner has hereunto set his hand and seal, this 5th day of Dec. , 1939.

ATTEST:

Myra Lucas
Commissioners' Clerk

O. R. Weimer
J. V. Carr
County Commissioners

George W. Neal (SEAL)

Signed, sealed and delivered in
the presence of:

Edward T. Kelley

No. 1-~~Recd.~~ as 1940

COUNTY COMMISSIONERS

with

GEOERGE SMEAL

AGREEMENT