

ROAD

DOCKET No. 6

Number

3

Term

Feb. SS

Year

1940

Agreement between
Clearfield County Commissioners
and
New M. Shaw, et al

Versus

Notice
The County Commissioners of Clearfield County, Pennsylvania, entered into an agreement with Newton M. Shaw and Gertrude I. Shaw, his wife, Federal Land Bank of Baltimore and Land Bank Commissioner 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 Newton M. Shaw and Gertrude I. Shaw, in Bradford Township, Clearfield County, Pennsylvania. Said agreement was filed in the office of the Prothonotary of Clearfield County on the 22nd day of December 1939 and any taxpayer of Clearfield County may file exceptions to said agreement before the 4th day of January 1940; 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 8th day of January 1940, where any taxpayer may appear and be heard, together with his witnesses.
Clearfield County Commissioners
12/26-1d-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, 26th, 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 26th day of Dec, 1939.
before me.

Wm C Plummer N.P.

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 NEWTON M. SHAW and GERTRUDE I. SHAW, his wife, hereinafter referred to as Owners, and THE FEDERAL LAND BANK OF BALTIMORE, a corporation, ^{for itself and as attorney-in-fact for} ~~and~~ the LAND BANK COMMISSIONER, hereinafter referred to as Mortgagees, parties of the second part.

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

WHEREAS, said property was conveyed to Owners by Deed from John H. Shaw et ux, dated April 15, 1920, recorded at Clearfield, Pa., in Deed Book 251, page 165, and also by Deed from John H. Shaw et ux, dated June 18, 1934, recorded at Clearfield, Pa., in Deed Book 308, page 488, and

WHEREAS, said premises are subject to the lien of a certain mortgage from Owners as mortgagors to The Federal Land Bank of Baltimore, dated July 28, 1934, recorded at Clearfield, Pa., in Mortgage Book 101, page 11; and said premises are also subject to the lien of a mortgage in favor of the Land Bank Commissioner, dated July 28, 1934, recorded at Clearfield, Pa., in Mortgage Book 101, page 148, 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, Section 5, and

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

3 WHEREAS, the 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 and Mortgagees, to be kept and performed, the County Commissioners agree to pay the said Owners and Mortgagees, parties of the second part herein, the sum of Six Hundred (\$600.00) Dollars.

2. Owners and Mortgagees jointly and severally agree to accept said sum of Six Hundred (\$600.00) Dollars as full compensation for damages arising by reason of the improvement, reconstruction and relocation of the said section of highway in Boggs Township, Clearfield County, Pennsylvania, designated as Route 57, Section 5, and by reason of the taking of the land of said Owners for right of way purposes and for the inconvenience and incidental damages in connection therewith. The extent of said taking of land for right of way purposes is indicated on the plan of the Department of Highways, which plan is 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 and Mortgagees the said sum of Six Hundred (\$600.00) 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, Owners and Mortgagees agree thereon, said sum shall be acceptable by County Commissioners, Owners and Mortgagees, and it is covenanted by and between the parties hereto that said sum shall take the place of the aforesaid sum of Six Hundred (\$600.00) 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 and Mortgagees, 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 have hereunto affixed their signatures, duly attested by the Commissioners' Clerk, and Newton M. Shaw and Gertrude I. Shaw have hereunto set their hands and seals, The Federal Land Bank of Baltimore for itself and as attorney-in-fact for the Land Bank Commissioner, more/has caused these presents to be executed by its duly authorized corporate officers and its corporate seal, properly attested, to be hereunto affixed, ~~and the Land Bank Commissioner has hereunto set his hand and seal,~~ this 16th day of ^{December} ~~October~~, 1939.

Attest:

Myra Lucas
Commissioners' Clerk

J. R. Keimer
M. Carr
County Commissioners

Witnessed by:

Edmund T. Kelley

vs Newton M. Shaw (SEAL)
vs Gertrude I. Shaw (SEAL)
Owners

ATTEST:

Ernest A. ...
Asst. Secretary

THE FEDERAL LAND BANK OF BALTIMORE,
for itself and as attorney-in-fact
for the Land Bank Commissioner

By J. J. ...
Vice President
Mortgagees

OK
12-15-39
EWS

No. 3 Feb. 22/1940

AGREEMENT
between

COUNTY COMMISSIONERS,
NEWTON M. SHAW ET UX, THE FEDERAL
LAND BANK OF BALTIMORE AND LAND
BANK COMMISSIONER

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