

ROAD

DOCKET No. 6

Number

Term

Year

4

Dec. SS

1940

Agreement between  
Clearfield County Commissioners  
and  
Chas. T. Murtz

Versus

NOTICE

The County Commissioners of Clearfield County, Pennsylvania, have entered into an agreement with Chas. T. Kurtz, as to the amount of damages to be paid on account of the taking of certain lands for State Highway purposes, as a result of the change in width, lines and location of State Highway Route 59, Section 3, where said State Highway crosses the land owned by the said Chas. T. Kurtz, in Bradford and Lawrence Townships, Clearfield County, Pennsylvania. Said agreement is dated October 16, 1940, and was filed in the office of the Prothonotary of Clearfield County, on October 23d, 1940, any taxpayer of Clearfield County may file exceptions thereto on or before November 4, 1940; 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 7th day of November 1940, where any person may appear and be heard, together with his witnesses.

Clearfield County  
Commissioners.

10/24-1d-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:

Oct, 24th, 1940.

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.

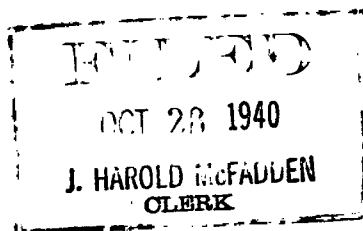
Wm C Plummer

Sworn and subscribed this 24th day of Oct, 1940.  
before me.

Wm C Plummer

Notary Public  
Clearfield County, Pa.

4 Dec Session 1940



AGREEMENT between W. V. CARR, IRA JAY and J. O. KESSLER, County Commissioners of Clearfield County, Pennsylvania, herein- after referred to as "County Commissioners", parties of the first part, and CHAS. T. KURTZ of the Borough of Clearfield, County of Clearfield, and State of 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 and Lawrence Townships, 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 3, and

WHEREAS, under the statutory right conferred upon him, the Secretary of Highways of the Commonwealth of Pennsylvania, under- took the construction, relocation and improvement of said highway Route 57, Section 3, and

WHEREAS, the Secretary of Highways so notified the County Commissioners, in writing, of the contemplated construction, re- location 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 here- inafter set forth on the part of Owner to be kept and performed, the County Commissioners agree to pay Owner the sum of Fifteen Hundred (\$1500.00) 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 and Lawrence Townships, Clearfield County, Pennsylvania, designated as State Highway Route 57, Section 3, between stations 964 and 1007, where said road passes through the land of Owner, such payment to be for all purposes full settlement for the land

taken for slopes and right of way purposes, which land so taken embraces an area of 2.8795 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, which said plan is herein incorporated by reference.

(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; if no exceptions are filed thereto within ten days after notice given by publication, as required by law, the County Commissioners <sup>will</sup> pay over to Owner the said sum of Fifteen Hundred (\$1500.00) 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 Fifteen Hundred (\$1500.00) 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 pre-

sent 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 hereto affixed their signatures, duly attested by the Commissioners' Clerk, and Owner has hereunto set his hand and seal, this 16<sup>th</sup> day of October, 1940.

ATTEST

Fred R. Rees  
COMMISSIONERS' CLERK

W. V. Carr

Dra Jary

J. O. Kusler  
County Commissioners

Chas. J. Hunsy (SEAL)

Signed, sealed and delivered in the presence of:

John M. Ericson

No 4 Dec 24 1940

CLEARFIELD COUNTY COMMISSIONERS

*Smith-*

CHAS. T. KURTZ

AGREEMENT

FILED  
OCT 23 1940  
J. HAROLD MCFADDEN  
CLERK

~~SMITH & MAINE~~  
~~ATTORNEYS-AT-LAW~~  
CLEARFIELD, PA.