

ROAD

DOCKET No. 6

Number	Term	Year
6	Feb. SS	1940

Agreement between

Clearfield County Commissioners
and

Mrs. Cora V. Hunter, et al

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 MRS. CORA V. HUNTER of Irvona, Pa., MRS. EFFIE M. CASSELL of 533 Navato Place, Mt. Lebanon, Pittsburgh, Pa., MR. HARRY C. FULTON and MAY FULTON of 413 Logan St., Lewistown, Pa., MRS. MARY E. SMOOT and WALLACE SMOOT of 41 Vernon Drive, Mt. Lebanon, Pittsburgh, Pa., MRS. LOLA F. SMITH and MORGAN SMITH of 1309 Lafayette St., Fr. Myers, Florida, MR. RAYMOND M. FULTON and ANN FULTON of 316 Lavina Ave., Mt. Lebanon, Pittsburgh, Pa., and MRS. STELLA R. ESHELMAN and ROSS B. ESHELMAN of Bigler, Pa., hereinafter referred to as "Owners", parties of the second part.

WHEREAS, the said Owners are the owners 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

9 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 Owners to be kept and performed, the County Commissioners agree to pay Owners 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 Township, Clearfield County, Pennsylvania, designated as State Highway Route 57, Section 5, between stations 662/56 and 677/00 where said road passes through the land of Owners, 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 1.99 acres, more or less, the land used for slopes, which land thus used embraces .52 acres, more or less, and 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 Owners 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 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 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 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 23rd day of December, 1939.

ATTEST:

Mura E. Lucas
Commissioners' Clerk

J. C. Hathorne
R. Weiner
H. Carr
County Commissioners

Signed, sealed and delivered
in the presence of

Stanley R. Eschelman
R. M. Fulton

Betty Fulton
R. M. Fulton

Genevieve D. Weer

Joseph P. Forster
Stanley R. Eschelman

Mrs. Cora V. Hunter (SEAL)

Mrs. Effie M. Cassell (SEAL)

Harriet C. Fulton (SEAL)

Mae Fulton (SEAL)

Mrs. Mary E. Smoot (SEAL)

Wallace A. Smoot (SEAL)

Mrs. Lola J. Smith (SEAL)

Margaret Smith (SEAL)

Raymond M. Fulton (SEAL)

Mrs. Anne D. Fulton (SEAL)

Mrs. Stella R. Eschelman (SEAL)

Ross B. Eschelman (SEAL)

No. 6 Feb. 22 1940

COUNTY COMMISSIONERS

with

MRS. CORA V. HUNTER, ET
AL.

AGREEMENT

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