

ROAD

DOCKET No. 6

Number	Term	Year
7	Dec. 55	1940

Agreement between
Clearfield County Commissioners
and
David A. Richner

Versus

NOTICE

The County Commissioners of Clearfield County, Pennsylvania, have entered into an agreement with David A. Richner, as to the amount of damages to be paid on account of the taking of certain land for State Highway purposes, as a result of the change of width, lines and location of State Highway Routes 17047-17078, where said highway crosses the land owned by the said David A. Richner in Woodward Township, Clearfield County, Pennsylvania. Said agreement is dated October 28, 1940, and was filed in the office of the Prothonotary of Clearfield County, on October 29, 1940, any taxpayer of Clearfield County may file exceptions thereto on or before November 12, 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 14th day of November, 1940, when and where any person may appear and be heard, together with his witnesses.

Clearfield County Commissioners
1030-1d-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, 30th, 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.

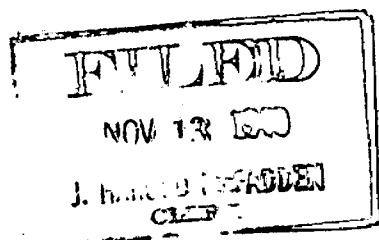
Wm C. Plummer

Sworn and subscribed this 30th day of Oct, 1940.

before **RON C. DAVIS**
NOTARY PUBLIC
CLEARFIELD, PA.
My Commission Expires
March 5, 1941

No. 7 Dec. 22 1940

2



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 DAVID A. RICHNER of Woodward 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 Woodward 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 Routes 17047-17078, 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 Routes 17047-17078, 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 Five Hundred (\$500.00) Dollars, as full compensation for the damages arising by reason of the construction, relocation, reconstruction and improvement of the said section of road in Woodward Township, Clearfield County, Pennsylvania, designated as State Highway Routes 17047-17078, [✓] between stations 273⁴/51 and 279⁴/96, 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 0.5 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; 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 Five Hundred (\$500.00) Dollars, upon delivery to them of releases, quitclaims or other instruments as they may require, as aforesaid. It is understood and agreed that Owner shall, before or concurrently with the payment of said sum, cause satisfaction to be entered of record in connection with a certain mortgage given and executed by Owner, as Mortgagor, to John B. McGrath, Trustee, dated April 4, 1919, recorded at Clearfield, Pa., in Mortgage Book 62, page 187. It is understood and agreed that Owner shall before or concurrently with the payment of said sum, cause all taxes against the aforesaid premises, including taxes for the year 1939, to be paid, and any returns or tax liens evidencing nonpayment thereof to be satisfied.

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 heretothat said sum shall take the place of the aforesaid sum of Five Hundred (\$500.00) 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 28th day of October 1940.

G. S. Carr

Ira Jay

J. O. Kusler
County Commissioners

ATTEST:

Lucas B. Reed

Commissioners' Clerk

Signed, sealed and delivered David A. Richner (SEAL)
in the presence of:

7 Dec 1940

COUNTY COMMISSIONERS

-with-

DAVID A. RICHNER

AGREEMENT

(556)
6

3 Dec 1939
Rome

CHIEFESTELEGRAMS

-wita-

ITALIA. 10. 12. 1939

AGREEMENT

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(53°)

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 LOY W. GILMAN of Boggs 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 Boggs 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 One Thousand (\$1,000.00) Dollars as full compensation for the damages arising by reason of the construction, relocation, reconstruction and improvement of the said section of road in Boggs Township, Clearfield County, Pennsylvania, designated as State Highway Route No. 57, Section 5, between stations 538+58 and 573+27, where said road passes through the land of Owner, such payment to be for all purposes full compensation for the land taken for right

of way purposes, which land so taken embraces an area of 2.09 acres, more or less, the land used for slopes, which land thus used embraces 0.83 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 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 covenant-ed 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 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 14th day of November A. D. 1939.

ATTEST:

Myra Lucas
COMMISSIONERS' CLERK

J. L. Hatchman
T. R. Weiss
H. J. Carr

County Commissioners

Signed, sealed and delivered
in the presence of:

Loy W. Gilman SEAL
OWNER
Condell Gilman

Notice
County Commissioners of
Field County, Pennsylvania, en-
into an agreement with Loy
man and Cordelia Gilman, his
as to the amount of damages
paid on account of the taking
of land for State Highway
es, as the result of the change
th, lines and location of State
ay Route No. 57, Section 5,
said State Highway crosses
and owned by said individuals,
in Boggs Township, Clearfield Coun-
ty, Pennsylvania. Said agreement was
filed in the office of the Prothonotary
of Clearfield County on the 17th day
of November A. D. 1939, and any tax-
payer of Clearfield County may file
exceptions to said agreement before
the 4th day of December, 1939; if
exceptions to said agreement are fil-
ed, the proceeding will be presented
to the Court of Quarter Sessions of
Clearfield County, at ten o'clock A.
M. on the 7th day of December, 1939,
where any taxpayer may appear and
be heard, together with his witnesses.

Clearfield County Commissioners
1118-1d-ch

Affidavit of Publication

STATE OF PENNSYLVANIA:

: S. S.

COUNTY OF CLEARFIELD :

Wm. C. Plummer.

having been duly sworn
..... 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:

November, 18th, 1939.

The affiant also states that he has no personal interest in the
notice attached hereto and that the dates and place of publica-
tion are true to the best of his knowledge and belief.

Wm. C. Plummer

Sworn and subscribed this 18th day of Nov., 1939.
WILLIAM C. DAVIS
NOTARY PUBLIC
CLEARFIELD, PA.
My Commission Expires
March 5, 1941