

ROAD

**DOCKET No. 6**

Number	Term	Year
8	Dec. SS	1940

Agreement between  
Clearfield County Commissioners  
and  
Charles A. Baughman

**Versus**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## NOTICE Affidavit of Publication

The County Commissioners of Clearfield County have entered into an agreement with Charles A. Baughman, 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 of width, lines and location of State Highway Route 1707-17078, where said State Highway crosses the land owned by the said Charles A. Baughman 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 28th, 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  
10:30-11d-ch

### 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:

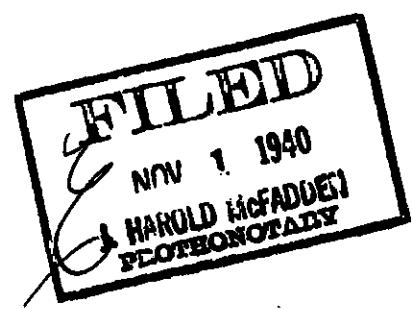
Oct, 30th, 1940.

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 me.

*ALTON S. DAVID*  
NOTARY PUBLIC  
CLEARFIELD, PA.  
My Commission Expires  
March 5, 1941



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 CHARLES A. BAUGHMAN 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 280-55 and 284-92, 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 the Owner shall before or concurrently with the payment of said sum, cause all taxes against the aforesaid premises, including taxes for the year 1940, 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 hereto that 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 28<sup>th</sup> day of October, 1940.

ATTEST:

Ira S. Reed  
Commissioners' Clerk

Signed, sealed and delivered  
in the presence of:

John Scollard

J. V. Carr  
Ira Jay  
J. O. Kessler  
County Commissioners

Charles G. Baughman (SEAL)

8 Dec 1940

COUNTY COMMISSIONERS

with

CHARLES A. BAUGHMAN

AGREEMENT

