

ROADS

DOCKET NO. 7

NUMBER	TERM	YEAR
1	February SS	1951

Relocation of Road in Ferguson Twp.

VERSUS

IN THE COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY, PENNA.

IN RE: RELOCATION OF ROAD,
 FERGUSON TOWNSHIP

TO THE HONORABLE F. CORTEZ BELL, PRESIDENT JUDGE OF SAID COURT:

The petition of Merrell J. Condon, Lewis McCracken and Anderson Shaffer, Supervisors of the Township of Ferguson, County of Clearfield, Pennsylvania, respectfully represent:

1. That the Supervisors are contemplating the relocation of road as shown on map attached hereto.
2. The Supervisors and the owners of the land affected have consented to the relocation of the road and the appropriating of the land for the relocation.
3. The old road will be abandoned and vacated to the former owners who are also the same parties whose land is being appropriated for the relocation, as set forth in the papers attached hereto.
4. There is attached hereto copies of agreements between the Supervisors and the owners and between the Supervisors and the parties desiring to use the present road, which involves the removal of coal thereunder.
5. This petition is based upon the Act of 1947, July 10, P. L. 1401, Section 17, permitting the Court to approve the relocation of a road where consent has been obtained and agreement executed between the Supervisors and the owners and where the costs thereof do not exceed \$1,000.00.
6. Your petitioners aver that there will be no costs of any kind to the Township in this relocation and the parties acquiring the coal have entered into a bond in the sum of \$5,000.00 for the faithful performance in the constructing the relocation of the road as shown on the map or plan attached hereto.
7. Your petitioners aver that the relocation is necessary and that the relocation will be a benefit to the Township and

the residents thereof as well as the traveling public.

8. Your petitioners further aver that the relocation has been discussed with the Pennsylvania Department of Highways, the Township Road Superintendent, and that the relocation has been approved by the said department.

WHEREFORE, your petitioners pray your Honorable Court to make an Order approving such relocation and that the same be approved without the formality of a View, in accordance with the law in such cases made and provided.

And they will ever pray.

Merrell J. Condon

Anderson Shaffer

Lewis McCracken

Supervisors of Ferguson Township

STATE OF PENNSYLVANIA :

COUNTY OF CLEARFIELD : SS:

Before me, the undersigned officer, personally appeared Merrell J. Condon, Lewis McCracken and Anderson Shaffer, Supervisors of Ferguson Township, who being duly sworn according to law, depose and say that the facts set forth in the foregoing Petition are true and correct to the best of their knowledge, information and belief.

Merrell J. Condon

Anderson Shaffer

Lewis McCracken

Sworn and subscribed to before
me this 20 day of Dec

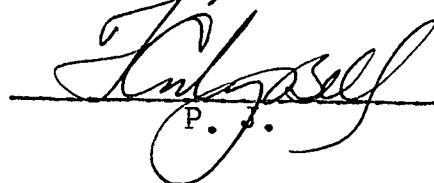
A. D., 1950.

J. W. Heist
My Comm exp 1st Mon Jan 1956

ORDER OF COURT

Q NOW, This 12 day of January A. D., 1951, the foregoing petition by the Supervisors of Ferguson Township having been presented and it appearing that the facts therein set forth are true and correct and it further appearing that the proposed relocation of the Township road will be a benefit to the Township and the traveling public and it further appearing that the same has been approved by the Commonwealth of Pennsylvania, Department of Highways, and it further appearing that the Township will incur no cost of any kind or damages of any kind in the relocation of the same; NOW THEREFORE, it is ORDERED that the relocated road shall be the new road and the relocation of the same is approved in accordance with the map or draft herewith attached to the petition.

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BY THE COURT,


P. J.

A G R E E M E N T

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4 Made and entered into this day of October, A. D. 1950, between the Board of Road Supervisors of Ferguson Township, Clearfield County, Pennsylvania, party of the first part, Diamond T. Stripping Company, a partnership, with offices in the Borough of Philipsburg, Centre County, Pennsylvania, party of the second part, and Howard Coal Mining Company, a Pennsylvania corporation, with offices in the Borough of Philipsburg, Centre County, Pennsylvania, party of the third part, WITNESSETH:

WHEREAS, The party of the third part is the Lessee of the surface of two certain tracts of land situate in Ferguson Township, Clearfield County, Pennsylvania, owned by H. B. Norris and Gussie Norris, his wife, and L. C. Hallman and Agnes M. Hallman, his wife, containing 150 acres and 172 acres 19.4 perches, respectively, less certain reservations recited in said leases, and

WHEREAS, a certain township road crosses the properties of the Lessors, situate in Ferguson Township, Clearfield County, Pennsylvania, as shown on the blue print map attached hereto and made a part hereof, which said road and its supervision, location and maintenance is under the jurisdiction of the first part, and

WHEREAS, Third party has contracted with the party of the Second part to remove the overburden and mine the coal from the premises leased by it as aforesaid, and to use and employ its machinery, equipment and employees in performing such work, and

WHEREAS, It is the desire of the Second and Third parties, under their contract, to remove the overburden and mine the coal from that part of the leased lands occupied by the said township road, to which the Lessors have consented, subject to the approval thereof by the parties of the First part, and

WHEREAS, The parties of the first part are agreeable to the removal of the overburden and the mining of coal therefrom, provided the parties of the second and third part agree, at their own cost and expense, to relocate said road as shown on the blue print map attached hereto, and made a part hereof.

NOW, therefore, in consideration of the premises and the mutual covenants hereinafter contained, it is understood and agreed as follows:

(1). The party of the first part agrees that the second and third parties shall have the right, by the use of earth removing equipment, to remove the overburden and mine coal from that portion of the premises of Norris and Hallman traversed by Township Road No. 428 , and as shown on the blue print map attached hereto.

(2). The party of the second part, in consideration of the permission granted it in the preceding paragraph hereof and the benefits derived by it from the additional work afforded thereby, agrees, upon completion of mining operations on the Norris and Hallman tracts, to relocate the said Township Road in the location and of the width and length shown on the blue print map attached hereto and made a part hereof, and to use its own labor, materials and equipment in the doing of the work.

(3). The party of the second part further agrees in constructing the said road in its new location to use as a base and to construct ditches on each side of the road where necessary, to drain the same, or otherwise provide for the drainage of said road.

(4). The parties of the second and third part agree that the relocation of the said road and all labor, materials and machinery employed in its relation shall be without expense to the party of the first part, and further agree that, upon failure of the second party to relocate the said road as agreed, and in that event, upon the failure of third party to have said road relocated, as

contemplated hereunder, they shall pay to the party of the first the sum of Five Thousand (\$5,000.00) Dollars, and thereupon be released from further liability hereunder. It is understood and agreed that the parties of the second and third part shall be jointly and severally liable on the obligation hereby undertaken.

(5). The party of the first part agrees that the obligation of the party of the second part, and the alternative obligation of the party of the third part, to relocate said Township Road upon completion of operations on the Norris and Hallman tracts, shall be excused during such periods of time as they may be prevented from doing the work due to adverse weather conditions, machinery or equipment breakdown, acts of God or other causes beyond their control.

(6). This agreement shall be binding upon and enure to the benefit of the parties hereto and those claiming under them.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in proper form the day and year first above written.

WITNESSES:

BOARD OF ROAD SUPERVISORS OF
FERGUSON TOWNSHIP, CLEARFIELD
COUNTY, PENNSYLVANIA

/s/ Lewis McCracken (SEAL)

/s/ Merrell J. Condon (SEAL)

(SEAL)

DIAMOND T STRIPPING COMPANY

By /s/ Dominic Berlanti (SEAL)
Partner

ATTEST:

HOWARD COAL MINING COMPANY

/s/ W. E. Piercy
SECRETARY

By /s/ R. W. Ball
President

(Corp.
Seal)

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STATE OF PENNSYLVANIA :

COUNTY OF CLEARFIELD : SS:

On this the 15 day of Dec A. D. 1950, personally appeared before me, the undersigned officer, Lewis McCracken and Merrell J. Condon, known to me to be the Road Supervisors of Ferguson Township, and acknowledged that they executed the foregoing Agreement for the purposes therein contained.

WITNESS my hand and official seal the day and year
aforesaid. (SEAL)

My Commission Expires
First Monday in January 1952

/s/ Weir W. Mullen
RECORDER OF DEEDS

STATE OF PENNSYLVANIA :

COUNTY OF CENTRE : SS:

On this the day of A. D. 1950, personally appeared before me, the undersigned officer, known to me to be one of the partners of Diamond T Stripping Company, a partnership, and acknowledged that he executed the within Agreement for the purposes therein contained.

WITNESS my hand and official seal the day and year
aforesaid.

STATE OF PENNSYLVANIA :

COUNTY OF CLEARFIELD : SS:

On this the 9th day of November A. D. 1950, before me the undersigned officer, personally appeared ROBERT BALL, who acknowledged himself to be the President of Howard Coal Mining Company, a corporation, and that he as such President being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and official seal the day and year
aforesaid.

/s/ J. C. Cathcart, J. P. (SEAL)
11-138 Olanta, Pa.

My Commission Expires
January 1. 1951

A G R E E M E N T

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Made and entered into, in triplicate, this 9th day of November 1950, (with the intent that each signed copy shall be considered an original hereof), between H. B. NORRIS and GUSSIE NORRIS, his wife, of Ferguson Township, Clearfield County, Pennsylvania, parties of the first part, L. C. HALLMAN and AGNES M. HALLMAN, his wife, of the same place, parties of the second part, and HOWARD COAL MINING COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices in the Borough of Philipsburg, Centre County, Pennsylvania, party of the third part, WITNESSETH:

WHEREAS, The parties of the first part have leased to the party of the third part, by written agreement dated the day of October, 1950, the surface and the "E" and "D" seams of coal of a tract of land containing 150 acres, more or less, situate in Ferguson Township, Clearfield County, Pennsylvania, and

WHEREAS, The parties of the second part have leased to the party of the third part, by written agreement dated the day of February 1950, the surface of a tract of land containing 172 acres 19.4 perches, less the reservation recited in the said lease, and situate in Ferguson Township, Clearfield County, Pennsylvania, and

WHEREAS, The said lease agreement did not contemplate or intend the removal of overburden and the removal of coal from that part of the demised premises occupied by the township road shown on blue print map attached hereto and made a part hereof, and

WHEREAS, It is the desire of the party of the third part to strip mine the coal underlying that part of the premises leased from the first and second parties, occupied by the said township road,

NOW, THEREFORE, It is agreed as follows:

(1). The parties of the first and second part hereby agree that the party of the third part shall have the right, under the lease agreement hereinbefore referred to, and subject to the terms and conditions thereof, including payment of royalties, to remove the overburden and mine the coal from that part of the demised premises occupied by the said township road, subject to the consent of the Board of Road Supervisors of Ferguson Township, Clearfield County, Pennsylvania.

(2). The party of the third part agrees not to remove the overburden and mine coal from that part of the premises leased by them from the first and second parties, occupied by said township road unless and until it secures the consent of the Township Supervisors thereto, and further agree to comply with all of the terms and conditions of the said lease agreements, including payment of royalties, in the removal of overburden and the mining of coal therefrom.

(3). Third party agrees that the relocation of said township road, as may be required by the Road Supervisors, shall be at their expense, and without any charge or cost to the first and second parties.

(4). Except as herein amended, the lease agreements referred to hereinbefore shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in proper form, the day and year first above written.

Witnesses:

/s/ H. B. Norris (SEAL)
(H. B. Norris)

/s/ Gussie Norris (SEAL)
(Gussie Norris)
(First Parties)

/s/ Lloyd C. Hallman (SEAL)
(L. C. Hallman)

/s/ Agnes M. Hallman (SEAL)
(Agnes M. Hallman)
(Second Parties)

ATTEST:

HOWARD COAL MINING COMPANY

/s/ W. E. Piercey
Secretary

By /s/ R. W. Ball
PRESIDENT

(Corp.
Seal)

STATE OF PENNSYLVANIA :

COUNTY OF CLEARFIELD : SS:

On this the 9th day of November, 1950, before me the undersigned officer, personally appeared H. B. Norris and GUSSIE NORRIS, his wife, known to me to be the persons whose names are subscribed to the within Agreement, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

11-138 Olanta, Pa.
/s/ J. C. Cathcart, J. P.
My Commission Expires (SEAL)
January 1, 1954

STATE OF PENNSYLVANIA :

COUNTY OF CLEARFIELD : SS:

On this the 9th day of November, 1950, before me the undersigned officer, personally appeared L. C. HALLMAN and AGNES M. HALLMAN, his wife, known to me to be the persons whose names are subscribed to the within Agreement, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

11-138 Olanta, Pa.
/s/ J. C. Cathcart, J. P.
My Commission Expires (SEAL)
January 1, 1954

STATE OF PENNSYLVANIA :

COUNTY OF : SS:

On this the 9th day of November, A. D. 1950, before me the undersigned officer, personally appeared ROBERT BALL, who acknowledged himself to be the President of Howard Coal Mining Company, a corporation, and that he as such President being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and official seal the day and year aforesaid.

/s/ J. C. Cathcart, J. P. (SEAL)
11-138 Olanta, Pa.
My Commission Expires
January 1, 1954

AGREEMENT

MADE AND ENTERED Into this 15th day of December A. D., 1950, between the Board of Road Supervisors of Ferguson Township, Clearfield County, Pennsylvania, party of the first part; H. B. NORRIS and GOSSIE NORRIS, his wife, of Ferguson Township, Clearfield County, Pennsylvania, parties of the second part; and L. C. HALLMAN and AGNES M. HALLMAN, his wife, of Ferguson Township, Clearfield County, Pennsylvania, parties of the Third part.

WITNESSETH:

WHEREAS, the parties of the second part and the parties of the third part are the owners in fee of lands in Ferguson Township, Clearfield County, Pennsylvania, and;

WHEREAS, a certain Township Road crosses the properties of the parties of the second part and the parties of the third part, situate in Ferguson Township, Clearfield County, Pennsylvania, as shown on the blue print map attached hereto and made a part hereof, and;

WHEREAS, the said Township Road and its supervision, location and maintenance is under the jurisdiction of the party of the first part, and;

WHEREAS, the party of the first part desires to relocate the section of the said Township Road which is wholly within and upon the properties of the parties of the first part and the parties of the second part, and;

WHEREAS, the proposed new location of the said section of the Township Road is wholly within and upon the properties of the parties of the first part and the parties of the second part.

NOW, THEREFORE, It is agreed as follows:

1. The parties of the second part and the parties of the third part hereby agree that the party of the first part shall have the right to relocate the section of the Township Road

which crosses the properties of the parties of the second part and the parties of the third part, and that the relocation of the said section of the Township Road may be made by the party of the first part as is shown on the blue print map that is hereto attached and made a part hereof.

2. The party of the first part hereby agrees to relocate the section of the Township Road which crosses the properties of the parties of the second part and the parties of the third part as is shown on the blue print map which is attached hereto and made a part hereof.

3. The parties of the second part and the parties of the third part hereby agree that in consideration of the benefits which the parties of the second part and the parties of the third part will receive from the relocation of the said section of the township road as shown on the blue print map attached hereto and made a part hereof that the parties of the second part and the parties of the third part will make no claim against the party of the first part for any damage to the properties of the parties of the second part and the parties of the third part by reason of the relocation of the said section of the Township Road.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in proper form, the day and year first above written.

WITNESSES:

P. W. Klein

Merrell J. Condon (SEAL)

Anderson Skupper (SEAL)

Lewis McCracken (SEAL)
Board of Road Supervisors
of Ferguson Township,
party of the first part

P. W. Keist

Gussie Norris (SEAL)
Parties of the second part

Ray. Mays

Lloyd C. Hallman (SEAL)

Ref. May

James M. Hallinan (SEAL)
Parties of the third part

COUNTY OF CLEARFIELD : 85:

WITNESS my hand and official seal the day and year
aforesaid.

P. W. Vest
My Comm exp 1st Mon Jan 1950

STATE OF PENNSYLVANIA :

COUNTY OF CLEARFIELD : SS:

On this the 20 day of Dec, 1950, before me,
P. W. Heid the undersigned officer, personally appeared H. B. Morris and Gussie Morris, his wife, known to me to be the persons whose names are subscribed to the within Agreement, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal the day and year aforesaid.

P. W. Heid
My Comm exp 1st Nov 1956

STATE OF PENNSYLVANIA :

B. A. 2
COUNTY OF CLEARFIELD : SS:

On this the 4 day of Jan, 1950, before me,
Notary Public the undersigned officer, personally appeared L. C. Hallman and Agnes E. Hallman, his wife, known to me to be the persons whose names are subscribed to the within Agreement, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

John T. [Signature]

NOTARY PUBLIC
My Commission Expires Jan. 7, 1953

No. 1 Feb. 11 1951

IN THE COURT OF QUARTER

SESSIONS OF CLEARFIELD COUNTY,
PENNA.

IN RE:

RELOCATION OF ROAD,
FERGUSON TOWNSHIP

PETITION AND ORDER

FILED
JAN 11 1951
WM. T. HAGERTY
CLERK

LAW OFFICES
CHASE & SWOOPE
MOOSE BUILDING
CLEARFIELD, PA.

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