

Mark D. Damico <mdd@petrikin.com>

4/15/2024 4:13 PM

222 N. Pottstown Pike - West Whiteland Township

To mrmillerabstract@comcast.net <mrmillerabstract@comcast.net> Copy Tim Keller <tim@hkkeller.com>

Dear Michael:

As a follow up to our conversation, please send me pdfs of the objections listed as numbers 3 (right of way to Sinclair Refining Company, as assigned), 4 (Right of Way to Laurel Pipeline) and 5 (PECO right of way).

Thanks very much.

Mark D. Damico, Esq.
Petrikin, Wellman, Damico, Brown & Petrosa, P.C.
The William Penn Building
109 Chesley Drive
Media, PA 19063
610-892-1874 (office phone)

- 222 N. Pottstown Pike Title Research.pdf (975 KB)

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Misc.
Book
77

in due form of law acknowledged to me that she did sign, seal and acknowledge the foregoing Partial Release of Mortgage and that she is her free and voluntary act and deed to the end that the same may be recorded as such. In Witness Whereof, I have hereunto subscribed my official signature and affixed my official seal, the day and year last above written.

I. N. Earl Wynn, Notary Public
My Commission expires March 9, 1943

NOTARIAL :
SEAL :
.....

Recorded September 26, 1941. Compared by: ~~HALLMAN~~ Transcribed by: GAUSCH

RIGHT OF WAY GRANT

GEORGE G. CHANDLER ET UX
TO

SINCLAIR REFINING CO.

RIGHT OF WAY
FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid to George G. Chandler and Ann Howell Chandler, his wife of West Whiteland Twp., Chester County, Pa. hereinafter called Grantor (whether one or more), the receipt of all of which is hereby acknowledged, Grantor does hereby grant and convey unto Sinclair Refining Company, a Maine corporation, hereinafter called Grantee, its successors and assigns, a right of way easement, together with and including the right to lay, maintain, inspect, operate, alter, repair, replace, remove and re-lay a pipe line for the transportation of crude petroleum, the products or by-products thereof, water, and such underground drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and the further right to install, maintain, inspect, repair, operate and remove telegraph and telephone lines, or any tenancies as may be necessary or convenient therefor, for use in connection with any pipe line or pipe lines laid hereunder, under the following described land of which Grantor warrants he is the owner in fee simple, situated in W. Whiteland Twp., Chester County, in the Commonwealth of Pennsylvania, to wit: (1) Tract of land containing 3.833 acres more or less as more particularly described -- by Mary Dorsey Ashbridge, singlewoman, to George G. Chandler dated February 24, 1941 and recorded in Deed Book N-19, page 169. (2) Tract of land containing 92.253 acres more or less situate on the East side of State Road, and more particularly described by Mary Dorsey Ashbridge, et al, and Dorothy Ashbridge, widow to George G. Chandler dated January 24, 1941, and recorded in Deed Book O-20, page 486. Said construction right of way shall be limited to width of 20 feet along line shown on attached plan which plan is made a part hereof and shall be subject to an existing water-pipe between spring and spring-house, the existing three stone bridge piers or abutments in creek, and existing right of way road for ingress and egress; and said pipe-line and any underground telegraph and telephone conduits or cables shall be laid under said water-pipe and in such a manner as not to interfere with or disturb said water-pipe, said three stone bridge piers or abutments in creek and the free ingress and egress of said existing right-of-way road, and also, insofar as and to the extent that Grantor has the right to do so, over, through, upon, under and across the roads, streets, highways or other rights of way over, adjoining or appurtenant to the above described land, it being understood that whenever the term "said land" is hereinafter used it shall be deemed to include any such roads, streets, highways or other rights of way; Together with at all times all rights of ingress, egress, and regress, to, over, upon, through, and from said land necessary or convenient for the full and complete use by Grantee of the said right-of-way easement for the exercise of the right and privileges granted or mentioned hereunder. Grantor, however, is not to be excluded from enjoying and occupying said land in any way that will not interfere with or prevent the use by Grantee of the said right-of-way easement and the exercise by Grantee of the rights and privileges granted or mentioned hereunder. It is expressly agreed that in the event Grantor shall contemplate the construction of any buildings or other structures upon any portion of said land whereby the pipe line of Grantee will pass beneath or in close proximity to any such building or structure, Grantee shall have the right, before the commencement of construction thereof, to remove said pipe line and to relocate the same at a point on said land where buildings or other structures will not cause any interference with the maintenance, operation or repair of said pipe line. Grantee hereby agrees to pay any damages that may arise with respect to Grantor's property occasioned by Grantee's operations hereunder. In the event Grantor and Grantee cannot agree upon the amount of said damages, then the amount shall be ascertained and determined by three (3) disinterested persons selected as follows: One by Grantor, one by Grantee, and the third by the two so selected, and the written award of a majority of said three persons so selected shall be final and conclusive on Grantor and Grantee. Any pipe line or any underground conduit or cable for telephone, telegraph or electrical lines laid hereunder shall be buried below plow depth. For an additional consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged by Grantor, Grantor does hereby grant and convey unto Grantee, its successors and assigns, in the use of the right of way easement herein granted, a further right at any time within 20 years from date hereof, to lay, maintain, inspect, operate, alter, repair, replace, remove and re-lay an additional pipe line alongside of the said original pipe line for the transportation of any of the products or substances hereinbefore described, under said land, which said additional line shall be laid subject to the same rights, privileges and conditions as herein provided in respect to said original line. Grantee agrees to pay to Grantor for said additional pipe line placed on said land by it the sum of \$637.70 Dollars, at or before the time Grantee commences to lay such

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Pg. 529 1-15-1951
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additional pipe line upon, over or through said land, provided said second pipe line is laid within 20 years from date hereof. It is agreed that any payment hereafter required to be made hereunder may be made direct to grantor, or in the event there is more than one Grantor, then to any one of them, or by depositing such payment to the credit of the Grantor, or any one of them in the event that there is more than one, in the ___ Bank, of ___, and payment so made shall be deemed and considered as payment to Grantor, or in the event that there is more than one Grantor, then to all of them. This instrument and the right-of-way easement and each and all of the rights, privileges and interest granted to and conferred upon Grantee may be transferred, conveyed or assigned by Grantee, only to a subsidiary of Grantee and/or Consolidated Oil Company, the parent corporation of Grantee. This instrument and each and all of its terms, conditions and provisions shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Grantor and Grantee, respectively. In Witness Whereof, Grantor has executed this instrument as of the 15th day of August, 1941.

Signed and delivered : \$1.65 : George G. Chandler (SEAL)
in the presence of : I.R. : Anne Howell Chandler (SEAL)
C. R. Gilmore : STAMP :
.....

State of Pennsylvania, County of Philada, ss:
On this 15th day of August, A. D. 1941, before me, a Notary Public in and for Philadelphia, came the above named George G. Chandler and Anne Howell Chandler, his wife of W. Whiteland Twp., Chester County, Pa. and acknowledged the foregoing instrument to be their act and deed, and desired the same to be recorded as such. Witness my hand and Notarial Seal, the day and year aforesaid.

I hereby certify that the precise address of the Anna Roemer, Notary Public : NOTARIAL :
within named Grantee is 630-5th Ave., New York, N.Y. My Commission expires Jan. 27, 1945 : SEAL :
.....

Raymond K. Grubb, Agent Transcribed by: GAUSCH
Recorded September 26, 1941 Compared by: HALLAM

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Misc. Book
154
283
-6-1963
Pg. 529
1-15-1951

~~RIGHT OF WAY GRANT~~

~~RICHARD C. WALKER ET UX
TO
SINCLAIR REFINING CO.~~

~~FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid to Richard C. Walker and Carrie E. Walker, his wife, of Ardmore, Montgomery County, Penna. hereinafter called Grantors, the receipt of all of which is hereby acknowledged, Grantors hereby granted and convey unto Sinclair Refining Company, a Maine corporation, hereinafter called Grantee, its successors and assigns, a right-of-way easement, together with and including the right to lay, maintain, inspect, operate, alter, repair and renew a pipe line for the transportation of crude petroleum, gas, the products or by-products of each thereof, water, and other substances of a like nature, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and the further right to install, maintain, inspect, repair, operate and remove telegraph, telephone and electrical lines, or any of them, in underground conduits or by the use of underground cables, with such equipment and appurtenances as may be necessary or convenient therefor, for use in connection with the pipe line laid hereunder, under and across the following described land of which Grantors warrant they are the owners in fee simple, situated in West Goshen Township, Chester County, in the Commonwealth of Pennsylvania, to wit: All THAT Certain strip or parcel of land thirty-three feet in width, the center line thereof being shown in red crayon on the copy of a survey dated August 18, 1941, which is attached hereto and made a part hereof. Being a part of the same premises which Jacob Y. Walton, by Indenture dated January 24, 1893 and recorded in the office for the recording of deeds, etc., in and for the County of Chester in Deed Book U-10, page 381, granted and conveyed unto Richard C. Walker, party hereto in fee. And Also, insofar as and to the extent that Grantors have the right to do so, under and across the roads, streets, highways or other rights of way over, adjoining or appurtenant to the above described land, it being understood that whenever the term "said land" is hereinafter used it shall be deemed to include any such roads, streets, highways or other rights-of-way. Together with all times the right of ingress, egress and regress, to, over, upon, through and from said land necessary or convenient for the full and complete use by Grantee of the said right-of-way easement for the exercise of the rights and privileges granted or mentioned hereunder. Grantor, however, is not to be excluded from enjoying and occupying said land in any way that will not interfere with or prevent the use by Grantee of the said right-of-way easement and the exercise by Grantee of the rights and privileges granted or mentioned hereunder. It is expressly agreed that in the event Grantors shall produce to Grantee a bonafide contract for the construction of any buildings or other structures upon any portion of said land whereby the pipe line of Grantee will pass beneath or in close proximity to any such building or structure, Grantee shall, before the commencement of construction thereof, remove said pipe line and relocate the same at a point on said land where buildings or other structures will not cause any interference with the maintenance, operation or repair of said pipe line. Provided, however, that in no event shall Grantee be compelled to re-locate said pipe line in such a manner as to necessitate an angle in said pipe line more acute than twenty-two degrees in connecting the same with said line as laid in the properties adjoining the hereindescribed land. Grantee hereby agrees to pay any damages that may arise with respect to Grantor's property occasioned by Grantee's operations hereunder. In the event Grantor and Grantee cannot agree upon the amount of said damages, then the amount shall be ascertained and determined by three (3) disinterested persons selected as follows: One by Grantors, one by Grantee,~~

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Draft No. 1017
Map No. 11
Tract No. 83

Commonwealth of Pennsylvania }
County of Chester } ss:



Right of Way Grant

In consideration of AN ADDITIONAL ONE THOUSAND FIVE HUNDRED
(\$ 1,500.00) Dollars paid by Laurel Pipe Line Company, a Pennsylvania corporation (herein
called Grantee), to the undersigned (herein called Grantor, whether one or more), the receipt of which
is acknowledged, Grantor who owns or has an interest in the land described below, does hereby Grant,
Bargain, Sell, Convey, and Warrant unto Grantee, its successors and assigns, a right of way and easement
to construct, lay, select the route of, repair, alter, remove, change the size of, replace, maintain, and
operate pipe lines and appurtenances thereto for the transportation of petroleum and petroleum products
and any other substances through pipe lines, under, upon, over and through land situated in West
Whiteland Township, County of Chester, Pennsylvania, described as follows:
Being 55 acres, more or less.
This instrument supercedes, cancels and discharges that certain instrument
executed by the undersigned, dated December 21, 1957, recorded in Book 116, Page
15 & 16, at the Recorder of Deeds office of the aforesaid county.

1979-4-11
384-747-10

The rights herein granted are for one pipe line only. Said pipe line to follow route as shown on Laurel plat L-262 attached hereto and made a part thereof.

Right of Way granted hereunder restricted to 60 feet in width during the construction period and reverting thereafter to the rights of ingress and egress for the rights and privileges herein mentioned.

All timber, merchantable or suitable for fire wood, to be logged and piled beside the working area and becomes the property of the Grantor.

Grantor may lay, construct and maintain, or convey the rights to lay, construct and maintain, pipe line or lines, streets, highways, fences or any desired utility over and/or through the lands embraced in said easement hereby granted, provided however, Grantor, his successors or assigns shall not use said rights as to materially impair Grantee's rights to use the same for the rights herein granted and at no additional cost to the Grantee.

Notwithstanding anything to the contrary unless herein contained, Grantor acknowledges receipt of an additional payment from Grantee in full settlement for and release of all claims for damages which may be caused by construction except that which may be done to Tenants crops, if any.

S. Pusey Morrison (for Grantee) George O. Chandler
S. Pusey Morrison, for Grantee George O. Chandler, Grantor

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more fully described in Deed recorded in Book.....11-19..... page.....169..... at the Recorder of Deeds Office of the above county, to which reference is made for further description.

~~Provided, however, that for each additional lot hereunder by Grantor or his successors or assigns, after the first line has been laid, Grantor or his successors or assigns, shall be paid an additional compensation to be equal to that paid hereunder.~~

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with the right of ingress to and egress from the premises, the Grantor to fully use and enjoy the said premises in its present state, except for the purposes and reasonable exercise of the rights hereinbefore granted to the Grantee.

All pipe lines shall be buried a sufficient depth so as not to interfere with normal cultivation of the land, and Grantee agrees to pay Grantor or to Grantor's surface lessees or tenants, as their respective interests may appear, all damages caused by the exercise of its rights hereunder.

Grantee, its successors and assigns, can assign or lease, in whole or in part, the right of way and easement rights herein granted.

The person securing this grant for Grantee is without authority to make any agreement not herein expressed.

EXECUTED this 11th day of SEPTEMBER, 1958.

Signed, sealed and delivered
in the presence of:

WITNESSES:

L. L. Morrison

George G. Chandler (SEAL)
George G. Chandler, and
Ann Howell Chandler (SEAL)
Ann Howell Chandler, his wife. (SEAL)

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MISC. BOOK 110 PAGE 365

SEP 11 1958

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

On this, the 12th day of September, 1958, before me, the undersigned officer, personally appeared the within named GEORGE O. CHANDLER and ANN HOWELL CHANDLER his wife, known (or satisfactorily proven) to me, to be the person s. whose name s. ara. subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.



Rose Bauer
NOTARY PUBLIC
OFFICE OF NOTARY PUBLIC, CHESTER CO., PA.
MY COMMISSION EXPIRES FEBRUARY 1, 1960

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF

On this, the day of 19 before me, the undersigned officer, personally appeared who acknowledged himself to be the of a corporation, and that he as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Title of Office

MISC. BOOK 119 PAGE 366
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RIGHT OF WAY GRANT
From SEP 38 AM '58
To LAUREL PIPE LINE COMPANY
Commonwealth of Pennsylvania: County of Chester
I hereby certify that this instrument was duly recorded on the 20th day of September 1958 at Book 119 of Page 366 of the Records of said County.
Recorder of Deeds
for Chester County, Pennsylvania
By 9.50
LAUREL PIPE LINE COMPANY
402 DAUPHIN BUILDING
HARRISBURG, PA.

I hereby certify that the actual consideration is less than \$100.

H. M. Schenk, Agent

THE STATE OF OHIO :
COUNTY OF HAMILTON : SS:

I, ELMER F. HUNSICKER, Clerk of the Common Pleas Court, the same being a court of record of the aforesaid county, having by law a seal do hereby certify that Hilda L. Sack Esq., whose name is subscribed to the attached certificate of acknowledgment proof or affidavit was at the time of taking said acknowledgment proof or affidavit a NOTARY PUBLIC duly commissioned and sworn and residing in said county and was, as such, an officer of said state duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments in writing to be recorded in said state, and that full faith and credit are and ought to be given to his official acts, and I further certify that I am well acquainted with his handwriting and verily believe that the signature to the attached certificate is his genuine signature. I further certify that the filing of the impression of the notary seal is not required in this state.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 11th day of September 1950.

Elmer F. Hunsicker, Clerk of Common Pleas Court, Hamilton County Ohio : SEAL OF COURT :

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER :

On this, the 20th day of July A. D. 1950 before me Sara Sue Humpton the undersigned officer, personally appeared Martha Nowell Young known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein mentioned.

In Witness Whereof I hereunto set my hand and official seal.

Sara Sue Humpton, Notary Public : NOTARIAL :
My Commission Expires January 4, 1953 : SEAL :

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER :

On this, the twentieth day of July A. D. 1950 before me Sara Sue Humpton the undersigned officer personally appeared W. E. Powell who acknowledged himself to be the Vice President of NATIONAL BANK OF CHESTER COUNTY AND TRUST COMPANY, Executors and Trustees aforesaid, a corporation and that he as such Vice President, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

In Witness Whereof I hereunto set my hand and official seal.

Sara Sue Humpton, Notary Public : NOTARIAL :
My Commission expires Jan. 4, 1953 : SEAL :

Transcribed By: Durante
Compared By: RAMSEY
Recorded: October 30, 1950

RIGHT OF WAY GRANT :
GEORGE G. CHANDLER UX :
TO :
PHILA. ELECTRIC CO. :

BE IT KNOWN that for and in consideration of the payment by PHILADELPHIA ELECTRIC COMPANY to the undersigned of the sum of One Dollar (\$1.00) and for other good and valuable considerations the receipt whereof is hereby acknowledged, the said Company its successors and assigns, is hereby granted by the undersigned the uninterrupted right, liberty and privilege to erect, install, operate, maintain, renew, add to, relocate and remove such facilities including poles, wires, anchor guys and appurtenances immediately inside the legal right of way limits of a public highway known as West Chester-Pottstown Pike on the southwest side thereof, as now existing or as may be subsequently established, abutting premises of the undersigned (part of the aforesaid facilities, such as wires, cross arms, and appurtenances overhanging the said premises immediately adjacent thereto) located at a point approximately 1650 feet northwest from intersecting highway known as Lincoln Highway and extending northwest for a distance of approximately 377 feet bounded on the southeast by lands now or late of James Norman Worrell and on the northwest by lands now or late of Mary Dorsey Ashbridge, in the Township of West Whiteland, County of Chester, State of Pennsylvania, abutting the above described premises as shall be necessary for the purpose of transmitting and distributing electricity; together with the right to trim and keep trimmed, in a workmanlike manner all trees to provide proper clearance for the safety of operation of the aforesaid facilities as from time to time the Company shall deem requisite or proper for the purposes aforesaid.

Should the location of the aforesaid poles, wires, anchor guys and appurtenances interfere with the development and use of the said premises of the undersigned the said Company shall at its expense relocate the said poles, wires, anchor guys and appurtenances on the aforesaid premises to a location to be mutually agreed upon.

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EXECUTED this 18th day of September A. D. 1950.

Witnesses:-

A. H. Syren
K. M. Corcoran

George G. Chandler
Ann H. Chandler

(SEAL)
(SEAL)

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF PHILADELPHIA :

On this, the 18th day of September A. D. 1950 before me Amelia H. Syren the undersigned officer, personally appeared George G. Chandler and Ann H. Chandler known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof I hereunto set my hand and official seal.

Amelia H. Syren, Notary Public
My Commission Expires January : NOTARIAL :
4, 1953 : SEAL :
.....

I hereby certify that the actual consideration is less than \$100.

H. M. Schenk, Agent

Transcribed By: Durante
Compared By : RAMSEY - Owens
Recorded : October 30, 1950

RIGHT OF WAY GRANT : W-534-1
HENRY C. KRIEBEL ET UX : BE IT KNOWN that for and in consideration of the payment by PHILADELPHIA
TO : ELECTRIC COMPANY to the undersigned of the sum of One Dollar (\$1.00) and for
PHILA. ELECTRIC CO. : other good and valuable considerations, the receipt whereof is hereby acknowledged,
: ed, the said Company, its successors and assigns, is hereby granted by the under
: signed, owners of premises situate along the Easterly side of LLOYD STREET
: extending from HIGHLAND AVENUE Southwardly for a distance of approximately 140
feet, bounded on the South by lands of S. Earl Entekin and on the North by Highland Avenue, in the Township
of CALN, County of CHESTER, Commonwealth of PENNSYLVANIA, the uninterrupted right, liberty and privilege to
erect, and maintain, a pole, wires, cable and appurtenances upon and across the aforesaid premises at a
location immediately North of and paralleling the Southerly (side) boundary line extending from the center of
LLOYD AVENUE in an Easterly direction for a distance of approximately 114 feet as shall be necessary for
the purpose of distributing electricity to the various residences, premises and other users in the vicinity
including the right of ingress and egress and the right to trim and keep trimmed in a workmanlike manner all
trees to provide proper clearance for the safety of operation of the aforesaid facilities, as from time to
time the said Company its successors and assigns, shall deem requisite or proper for the purposes aforesaid.
EXECUTED this 21st day of September A. D. 1950.

See 534-10

Witnesses:-

H. W. Hood

Henry C. Kriebel
Nina I. Kriebel

(SEAL)
(SEAL)

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER :

On this, the 21st day of September A. D. 1950 before me, a Notary Public the undersigned officer, personally appeared Henry C. Kriebel & Nina I. Kriebel his wife known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein mentioned.

In Witness Whereof, I hereunto set my hand and official seal.

Harold W. Hood, Notary Public
My Commission Expires Jan 27, 1953 : NOTARIAL :
: SEAL :
.....

I hereby certify that the actual consideration is less than \$100.

H. M. Schenk, Agent

Transcribed By: Durante
Compared By : RAMSEY - Owens
Recorded : October 30, 1950

See 18-507

RIGHT OF WAY GRANT : W-2083
MABEL M. YODER : BE IT KNOWN that for and in consideration of the payment by PHILADELPHIA
TO : ELECTRIC COMPANY to the undersigned of the sum of One Dollar (\$1.00) and for other
PHILA. ELECTRIC COMPANY : good and valuable considerations, the receipt whereof is hereby acknowledged,
: the said Company its successors and assigns, is hereby granted by the undersigned
: owners of premises situate along the South side of NORWOOD AVENUE extending
: from a point 120 feet East of JEWEL STREET in an Easterly direction for a
distance of 80 feet, in the Township of CALN, County of CHESTER, Commonwealth of PENNSYLVANIA, the