

RIGHT-OF-WAY

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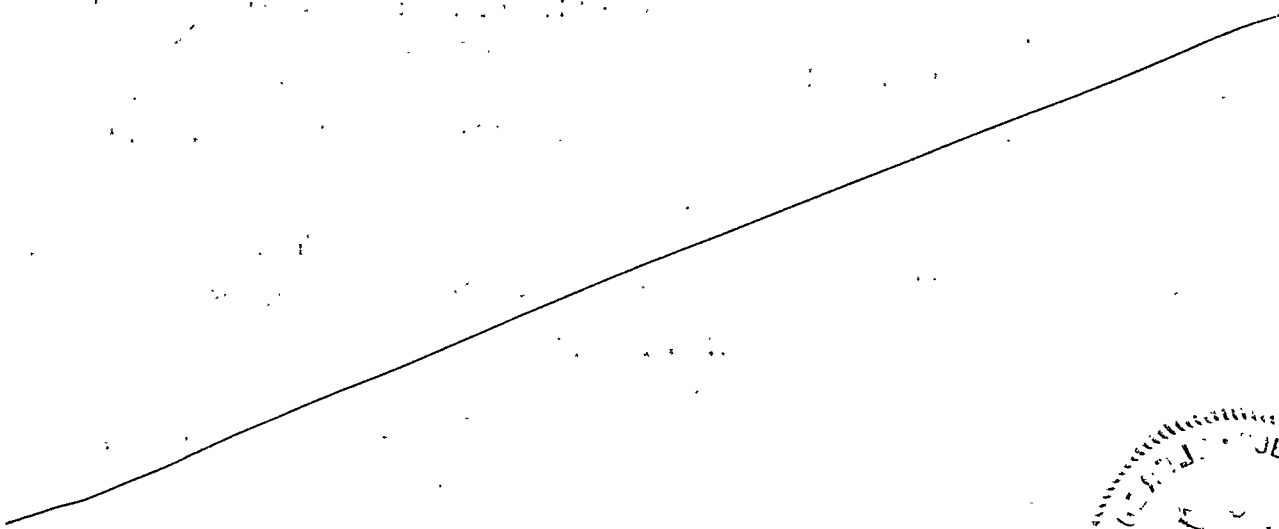
FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid to Walter Rhoads White and Eleanor M. K. White his wife of Westtown Township Chester County and State of Pennsylvania

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, gas, the products or by-products of each thereof, water, and other substances of a like or different 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, upon a single line of poles, or in underground conduits or by the use of underground cables, with such anchorage, equipment and appurtenances as may be necessary or convenient therefor, for use in connection with any pipe line or pipe lines laid hereunder,

over, through, upon, under and across the following described land of which Grantor warrants he is the owner in fee simple, situated in Westtown Township, Chester County, in the Commonwealth of Pennsylvania, to wit:

Tract of land containing 89.78 Acres situate on the East side of a public road leading from Westtown to Shiloh and more particularly described in deed from Cathrine S. McKenna and ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ his wife to Walter Rhoads White and Eleanor M. K. White his wife dated November 4, and recorded in said County in Deed Book X-18 page 50.



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 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 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.

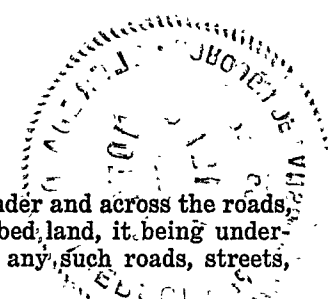
Grantee hereby agrees to pay any damages that may arise with respect to Grantor's property occasioned by Grantee's operations hereunder. In the event Grantor and Grantee cannot agree upon the amount of said damages, then the amount shall be ascertained and determined by three (3) disinterested persons 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, or from time to time, to lay, maintain, inspect, operate, alter, repair, replace, remove and re-lay an additional pipe line or additional pipe lines alongside of the said original pipe line for the transportation of any of the products or substances hereinbefore described, over, through, upon, under and across said land, which said additional line or lines shall be laid upon and subject to the same rights, privileges and conditions as herein provided in respect to said original line. Grantee agrees to pay to Grantor for each additional pipe line placed on said land by it the sum of one hundred and seventy-eight Dollars at or before the time Grantee commences to lay each such additional pipe line upon, over or through said land.

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 interests granted to and conferred upon Grantee may be transferred, conveyed or assigned by 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 the event the above mentioned telephone, telegraph and electrical lines are erected on poles above ground, they shall follow ~~the line of the road~~ roads on or abutting said property. The construction of the pipe line shall be hand ditched at the point nearest the house crossing the driveway, lawn and shrubbery and approximately from the South fence to the North line of the fence adjacent to the goat barn.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the 9th day of June, 1941.

Walter Rhoads White (Seal)
Walter Rhoads White
Eleanor M. K. White (Seal)
Eleanor M. K. White

Signed and delivered in the presence of:

Alfreda S. Anderson (Seal)
J. J. Miller (Seal)

STATE OF Pennsylvania }
COUNTY OF Delaware } SS.



On this 9th day of June, A. D. 1941, before me, a Notary Public

in and for Commonwealth of Pennsylvania, came the above named Walter Rhoads White and Eleanor M. K. White his wife

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.

Alfreda S. Anderson
Notary Public

My Commission Expires May 21, 1943

TENANT'S CONSENT

FOR AND IN CONSIDERATION OF THE SUM OF \$ _____, to _____ in hand paid, the receipt of which is hereby acknowledged,

as tenant(s) of the land or any part thereof described in the within or foregoing RIGHT-OF-WAY indenture, do(es) hereby consent to the execution by the Grantor of said RIGHT-OF-WAY indenture, and also to the exercise by Grantee, its successors or assigns, of all rights and privileges granted or mentioned in said RIGHT-OF-WAY indenture, with the understanding that all damages accruing from the exercise of said rights and privileges by Grantee, its successors or assigns, to any crops or other property of the said tenant(s) shall be paid to _____

DATED _____, 1941

Signed and delivered in the presence of:

I hereby certify that the precise address of the within named Grantee is 630 - 5th Ave., New York, N. Y. *D. S. McCarroll* Agent

7516

AUG 14 1941

Series _____ Line No. _____
FROM _____
TO _____
Line _____
Length _____ Rods _____

Recorded in the Office for Recording of Deeds in and for the County of Chester

in Misc. Book #77 & page 61

WITNESS my hand and seal of Office

this 14th day of Aug.

Anno Domini 1941.

Recorder

Ann DePaullman
Sinclair Ref Co.

250