

RIGHT OF WAY GRANT

map file

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RECORDED
GENERAL RECORDS

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned John Albrecht, Jr. and Virginia Albrecht, Jr. and also Conrad J. Albrecht, Jr. and The First Pennsylvania Banking and Trust Company of Philadelphia, Executors and Trustees under the Will of Conrad J. Albrecht, deceased, (hereinafter called "Grantor"), whether one or more, for and

in consideration of the sum of ONE HUNDRED AND NO/100 DOLLARS (\$ 100.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, warrant and convey unto INTERSTATE ENERGY COMPANY, a Delaware corporation, its successors and assigns, (hereinafter called "Grantee"), a right of way and perpetual easement to, at any time and from time to time, lay, construct, maintain, alter, inspect, operate, repair, relocate, change the size of, remove and replace one (1) pipeline, not to exceed twenty (20) inches in diameter, and underground appurtenances thereto, for the transportation of crude oil, fuel oil, including residual oil which can be transported through pipelines. The pipeline constructed under this Grant shall be laid according to the plat which is attached hereto and made a part hereof, on, over, across and through lands owned by Grantor or in which Grantor has an interest, situated in the Township of East Goshon, County of Chester, Commonwealth of Pennsylvania, and more fully described in Deed from John Albrecht, Jr. et al to John Albrecht, Jr. and Conrad J. Albrecht, recorded in Volume Q-21, Page 275, of the Deed Records of said County, to which reference is made for further description.

Grantor further grants and conveys unto Grantee the right of ingress and egress on, over, across and through the above-described lands for all purposes necessary or incidental to the exercise of the rights herein granted. Said rights of ingress and egress shall be limited to the thirty (30) foot right of way except by special written permission of Grantor.

The right of way and easement herein granted shall have a permanent width of thirty (30) feet; provided, Grantee may temporarily use additional space as needed during and for the construction of the pipeline or appurtenances hereunder.

Grantor further grants and conveys unto Grantee the right to use a portion of land as an area to facilitate the construction of a proposed valve site, together with the right of ingress and egress to and from the premises until completion of construction and thereafter as long as is necessary for proper maintenance, operation conditions and testing necessary thereon. Said Valve Site to be fenced and to be located within said thirty (30) foot wide permanent easement at a location shown on attached plat marked "Exhibit A".

Above ground appurtenances, except aforementioned valve site, shall be restricted to roads and property lines, and shall be limited to vent pipes, markers and cathodic protection sites.

Grantor reserves the right to use and enjoy said lands except as may be necessary for the purposes herein granted, provided Grantor shall not construct or permit to be constructed any house, structure, reservoir or other obstruction or excavation on, over or within said permanent right of way and easement and will not change the grade over the pipeline constructed hereunder. Nothing herein shall be construed to prevent Grantor or his successors in title from constructing streets, sidewalks, water lines, gas mains, sanitary or storm sewers across the easement herein granted or the easement now owned by Grantee in any future subdivision development of Grantor's premises, but in no event shall any of such installations

* in location

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be constructed longitudinally over the above-described easement areas. However, Grantor shall give Grantee ten (10) days advance written notice of any excavation for such installation to be made within fifteen (15) feet of the pipeline constructed hereunder.

Any payment provided for hereunder may be made by check or draft, either directly or by mail to Grantor, or to _____ who is hereby appointed agent and authorized to receive and receipt for such payment. If mailed, such payment shall be considered made as of the date of mailing thereof to Grantor or to said agent. No change in the ownership of the land affected by this Grant shall affect payment hereunder until thirty (30) days after Grantee shall have received a copy of a recorded instrument evidencing such change. If two or more persons are entitled to receive any payment hereunder, said payment may be made jointly to such persons or, at Grantee's election, the proportionate part of such payment to which each person is entitled may be made to such person or his agent separately as provided above. The payment tendered to such person or his agent of his portion of said payment shall maintain this agreement as to such person and interest in the above described lands.

Grantee agrees, at the time of construction, to bury said pipeline to a depth of at least thirty-six (36) inches through cultivated lands. Grantee further agrees to pay for all damages to growing crops, fences and timber on said land which may be caused by the exercise of the rights granted hereunder, provided that after the pipeline has been constructed, Grantee shall not be liable for damages caused by keeping the said right of way area clear of trees, undergrowth, brush and obstructions.

Grantee assumes all risks of and shall indemnify and save Grantor harmless from and against all claims, demands, actions, or suits (including costs and expenses incident thereto) for or on account of injuries to persons or property of others arising out of the laying, maintaining, operations of, changes in, alterations to or removal of Grantee's pipeline, or in otherwise exercising the rights herein granted. Grantor shall not be liable for any damage or injury caused or sustained to Grantee's pipeline, or for the loss of any product transported therein due to injury to said pipeline, as a result of Grantor's lawful operations on said property.

Upon completion of construction of pipeline, the right of way shall be cleaned up and restored to as near as reasonably possible its original condition prior to said construction. All debris shall be burned on the right of way or hauled from Grantor's property.

Through tillable lands, the surface soil shall be removed separately for the full width of the pipe trench to a depth of not less than ten (10) inches and shall be replaced at the top of the backfill over the pipe trench.

All rock excavated from the pipe trench having a diameter of four (4) inches or more that cannot subsequently be replaced in the pipe trench across tillable lands below normal plow depths employed at the time of construction will be removed from the construction right of way.

The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Grantor and Grantee, and Grantee is expressly granted the right to assign this right of way and easement, or any part thereof or interest therein, and the same shall be divisible among two or more parties as to any right or interest created hereunder.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement and its consent thereto are evidenced by its payment to Grantor of the consideration first recited above.

This agreement, as written, covers the entire agreement between the parties and no other representations or agreements written or oral, have been made modifying, adding to or changing the terms hereof or inducing the execution hereof and the person obtaining this agreement on behalf of Grantee has no authority to make any promise, agreement or representation not expressly set forth herein.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever or until released by a recordable instrument.

EXECUTED this 6th day of SEPTEMBER, 1973.

Signed and acknowledged
in the presence of:

Thomas C. Miller

J. Albrecht, Jr.
John Albrecht, Jr.

Virginia Albrecht
Virginia Albrecht

Executors and Trustees under the
Will of Conrad J. Albrecht, deceased

BY: Conrad J. Albrecht, Jr.
Conrad J. Albrecht, Jr.

The First Pennsylvania Banking and Trust
Company of Philadelphia

BY: J. J. Kaminski VICE PRESIDENT



COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) SS:

On this 6th day of September, 1973, before me,
the subscriber, a Notary Public, personally appeared John Albrecht, Jr. and
Virginia Albrecht, his wife

known (or satisfactorily proven) to me to be the person whose name subscribed
above and acknowledged that they executed the same for the purpose therein
contained and desired the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year aforesaid.

Francis P. DeGnan, Jr.
Notary Public

My commission expires on the 9th day of May, 1974

FRANCIS P. DEGNAN, JR.
Notary Public, Philadelphia, Pa. Commission Co.
My Commission Expires May 9, 1974

The undersigned tenant of the Grantor hereby joins in and consents
to the within grant on the agreement that the damages resulting to the growing
crops of the undersigned be paid promptly.

This _____ day of _____, 1973.

WITNESS:

TENANT

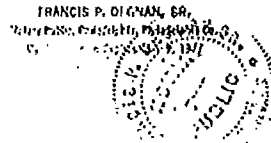
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) SS:

On this 6th day of September, 1973, before me,
the subscriber, a Notary Public, personally appeared Conrad
J. Albrecht, Jr., Executor under the Will of Conrad J. Albrecht, deceased
known (or satisfactorily proven) to me to be the person whose name subscribed
above and acknowledged that he, executed the same for the purpose therein
contained and desired the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year aforesaid.

Francis P. Deegan Sr
Notary Public

My commission expires on the 9th day of May, 1979.



The undersigned tenant of the Grantor hereby joins in and consents
to the within grant on the agreement that the damages resulting to the growing
crops of the undersigned be paid promptly.

This _____ day of _____, 1973.

WITNESS:

TENANT

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COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) SS:

On this, the 6th day of September, 1973, before me
a Notary Public, the undersigned officer, personally appeared J.M.
Karnick, who acknowledged himself to be
the VICE PRESIDENT of The First Pennsylvania Banking & Trust Co. of Philadelphia
a corporation, and that he as such VICE PRESIDENT, being authorized to
do so executed the foregoing instrument for the purposes herein contained by
signing the name of the corporation by himself as VICE PRESIDENT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Mary K. Harper
204 FLOOR PACKARD BLDG.
PHILA, PHILA CO., PA. 19101
Notary Public Commission Expires on 12.15.1975



I HEREBY CERTIFY THAT I AM NOT AN OFFICER
OR DIRECTOR IN THE CORPORATION FOR WHICH I
HEREIN ACT AS NOTARY PUBLIC.

The undersigned tenant of the Grantor hereby joins in and consents
to the within grant on the agreement that the damages resulting to the growing
crops of the undersigned be paid promptly.

This _____ day of _____, 1973.

WITNESS:

John K. Pitt
(TENANT)

RECORDED OF DEEDS

Rec'd in Chester Co., Pa. in 211 236
M. K. 2/10/73