

PECO ENERGY CORPORATION

vs.

VALERIE LEVESQUE WATSON

NO. 2020-18283

**NOTICE TO DEFEND - CIVIL**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE  
MONTGOMERY BAR ASSOCIATION  
100 West Airy Street (REAR)  
NORRISTOWN, PA 19404-0268

(610) 279-9660, EXTENSION 201

Case# 2020-18283-0 Docketed at Montgomery County Prothonotary on 10/30/2020 1:06 PM. Fee = \$290.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

PECO ENERGY CORPORATION

vs.

VALERIE LEVESQUE WATSON

NO. 2020-18283

**CIVIL COVER SHEET**

State Rule 205.5 requires this form be attached to any document commencing an action in the Montgomery County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: CHRISTOPHER NANA-SINKAM, Esq., ID: 320189

Self-Represented (Pro Se) Litigant

**Class Action Suit**  Yes  No

**MDJ Appeal**  Yes  No

**Money Damages Requested**

**Commencement of Action:**

**Amount in Controversy:**

Complaint

\_\_\_\_\_

**Case Type and Code**

Real Property: \_\_\_\_\_

Other \_\_\_\_\_

**Other:** EASEMENTDECLARATORY JUDGMENT RE: IRREVOCABLE

**DILWORTH PAXSON LLP**

Joseph F. Kessler, Esquire  
PA Attorney ID# 37411  
Christopher C. Nana-Sinkam, Esquire  
PA Attorney ID# 320189  
1500 Market St., Suite 3500E  
Philadelphia, PA 19102  
(215) 575-7000

*Attorneys for Plaintiff, PECO Energy Company*

PECO ENERGY COMPANY  
2301 Market Street, Philadelphia, PA 19103,

Plaintiff,

v.

VALERIE LEVESQUE WATSON and  
CHRISTOPHER WATSON  
630 Morris Avenue, Bryn Mawr, PA 19010,

Defendants.

**COURT OF COMMON PLEAS OF  
MONTGOMERY COUNTY,  
PENNSYLVANIA**

**CIVIL ACTION – LAW AND EQUITY**

**NO.**

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LAWYER REFERENCE SERVICE  
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100 West Airy Street (REAR)  
NORRISTOWN, PA 19401  
(610) 279-9660, EXTENSION 201

**DILWORTH PAXSON LLP**

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Plaintiff,

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VALERIE LEVESQUE WATSON and  
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630 Morris Avenue, Bryn Mawr, PA 19010,

Defendants.

**COURT OF COMMON PLEAS OF  
MONTGOMERY COUNTY,  
PENNSYLVANIA**

**CIVIL ACTION – LAW AND EQUITY**

**NO.**

**COMPLAINT**

Plaintiff, PECO Energy Company, a Pennsylvania corporation (“PECO”), by and through its undersigned counsel, by way of Complaint, alleges as follows:

**THE PARTIES**

1. PECO, a subsidiary of Exelon Corporation, is a Pennsylvania corporation licensed as a public utility with a principal place of business located at 2301 Market Street, Philadelphia, PA 19103. PECO is in the business of providing safe and reliable electric service to 1.6 million customers and natural gas service to 511,000 customers in Southeastern Pennsylvania.

2. Defendant Valerie Levesque Watson (“Mrs. Watson”) is a citizen of the Commonwealth of Pennsylvania with a domicile located at 630 Morris Avenue, Bryn Mawr, PA 19010.

3. Defendant Christopher Watson (“Mr. Watson”) is a citizen of the Commonwealth of Pennsylvania with a domicile located at 630 Morris Avenue, Bryn Mawr, PA 19010.

### **JURISDICTION**

4. This Court has jurisdiction over this action pursuant to 42 Pa. C. S. §931. Defendants are domiciled in Pennsylvania and the subject matter of this lawsuit involves property rights relating to the property located at 630 Morris Avenue, Lower Merion, Montgomery County, Pennsylvania 19010 (the “Property”).

5. Furthermore, venue is proper in Montgomery County, Pennsylvania pursuant to Pa. R. Civ. P. §1006 because it is the only county in which the transaction or occurrence out of which the dispute arises took place and because the Property at issue in this matter is located therein and equitable relief is requested with respect thereto.

### **THE PROPERTY**

6. The Property is located in the Township of Lower Merion and the County of Montgomery County, Pennsylvania.

7. In the most recent deed dated March 1, 2010, between William Pollie and Shara Pollie, as grantor and Mr. Watson and Mrs. Watson, as grantee, recorded March 3, 2010 (the “Deed”), a copy of which is attached hereto as **Exhibit “A,”** the Property is described as follows:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected. SITUATE in the Township of Lower Merion, County of Montgomery and Commonwealth of Pennsylvania, bounded and described according to a Survey and Plan thereof made by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania dated 3/9/1923 and revised 3/4/27 as follows, to wit;

BEGINNING at a point in the middle line of Morris Avenue at the distance of 244 feet South 21 degrees, 41 minutes West from a spike at angle in said Avenue, which spike is opposite the center line of Williamson Road; and thence along the middle line of Morris Avenue, South 21 degrees, 41 minutes West 156 feet to an

iron spike; and thence by land of the Estate of Joseph C. Bright, deceased North 68 degrees, 19 minutes West 447.33 feet to a stake; thence by other land of Ida M. Steel North 31 degrees, 56 minutes East 158.55 feet; thence by land now or late of John. L. Gray and Raymond S. Gray South 68 degrees, 19 minutes East 419.05 feet to the place of beginning.”

See Exhibit A.

8. The Property is owned by Mr. Watson and Mrs. Watson and the Property’s assessment parcel number is: 40-00-41080-00-1.

9. Upon information and belief, the residence on the Property was first constructed in the early 1920s.

10. The Property is currently occupied by a five (5) bedroom, five (5) bathroom residence.

### **FACTUAL BACKGROUND**

11. As a public utility, PECO is in the business of providing safe and reliable electric and natural gas services for its customers in Southeastern Pennsylvania.

12. Shortly after the residence on the Property was constructed, which upon information and belief occurred in the 1920’s, PECO, then the Philadelphia Electric Company, erected three (3) electrical poles on the Property (the “Poles”), with wiring and equipment alongside the residence on the Property which PECO capitalized on its books in 1928. The Poles, power lines, and equipment are openly visible and apparent.

13. The Poles are part of PECO’s distribution system that provides electrical power to the Property and the surrounding neighborhood. This circuit of the distribution system is comprised of approximately twenty (20) poles connected by power lines and equipment.

14. The Poles, power lines, and equipment situated on the Property are not onerous and present a minimal, limited burden on the Property.

15. This circuit of the distribution system consists of, certain equipment, among other things, a 5 kV primary conductor/power line, and numerous secondary wires.

16. This circuit of the distribution system provides electrical power to approximately fifteen (15) properties in the immediate area, including the Property itself.

17. Since the erection of the Poles, power lines, and equipment in the 1920's , PECO has continuously operated, maintained, and updated the Poles, power lines, and equipment located on the Property to provide electrical power to the Property, whether by acceptance of service or without objection.

18. Upon information and belief, no past owner of the Property has ever objected to PECO's operation, maintenance, and update of the Poles, power lines, and equipment on the Property.

19. PECO has also continuously performed upkeep of the Poles, power lines, and equipment since their erection in the 1920s.

20. By way of example, records show that PECO performed maintenance on the Poles located on the Property by proactively treating them to prevent insect infestations in the 1950s and 1960s. Since that time, PECO has continued to operate, maintain, and update the Poles, power lines, and equipment on the Property.

21. PECO's uninterrupted use of the Poles, power lines, and equipment situated on the Property with implicit consent or without objection of the past owners has provided a significant benefit to PECO and the public served by these items as PECO has had unfettered access to operate, maintain, and update the Poles, power lines, and equipment and in turn, provided the Property, and those surrounding properties, with electric service.

22. Additionally, PECO exclusively operates, maintains, and updates the Poles, power lines, and equipment. Although additional parties may be permitted to utilize the Poles to help run their respective wires for voice or other services, said use is explicitly subject to PECO's exclusive permission. Neither Mr. Watson, nor Mrs. Watson, nor any prior owner had authority to use or permit others to use the Poles, power lines, or any equipment attached thereto.

23. Mr. Watson and Mrs. Watson entered into a sales agreement to purchase the Property from its former owner(s) on or around March 2010 for the purchase price of \$1,150,000.00.

24. At the time Mr. Watson and Mrs. Watson purchased the Property, the Poles, power lines, and equipment were visible and not hidden.

25. Furthermore, Mr. Watson and Mrs. Watson purchased the Property with full knowledge of the existence of the Poles, power lines, and equipment located on the Property, as well as their specialized, limited function to provide electrical power to the Property and surrounding neighborhood. Mr. and Mrs. Watson requested and have been provided electric service which is provided by the Poles, power lines, and equipment located on the Property.

26. At the time of purchase, upon information and belief, neither Mr. Watson nor Mrs. Watson objected to the existence of the Poles, power lines, and equipment located on the Property.

27. From the period of 2010 through 2019, PECO continued to openly operate, maintain, and update the Poles, power lines, and equipment situated on the Property and has continued to perform maintenance on the Poles and the distribution system as a whole.

28. During that nine-year period, neither Mr. Watson nor Mrs. Watson raised issues with PECO regarding the presence of the Poles, power lines, and equipment or objected to

PECO's continued operation, maintenance, and update of the Poles, power lines, or equipment located on the Property.

29. In 2019, for the first time, Mr. Watson and Mrs. Watson raised an issue with PECO concerning the placement of the Poles, power lines, and equipment situated on the Property, specifically the location of the 5 kV primary power line on the Property.

30. Mr. Watson and Mrs. Watson notified PECO that they believed the primary 5 kV conductor/wire to be unsafe and in too close proximity to their residence. Furthermore, Mr. Watson and Mrs. Watson have asserted that because PECO has no recorded document encumbering the Property, then PECO has no right to operate, maintain, and update the Poles. Mr. Watson and Mrs. Watson advised that they intend to construct an addition to their Property and as a result, the Poles, power lines, and equipment need to be relocated at PECO's expense.

31. The Poles, power lines, and equipment located on the Property, as well as the other poles, power lines and equipment comprising this circuit of the distribution system comply with all federal, state, and local safety requirements and regulations and PECO has continuously operated, maintained, and updated the Poles, power lines, and equipment since their erection without issue.

32. As a result of Mr. Watson and Mrs. Watson's objection to PECO's continued operation, maintenance, and update of the Poles, power lines, and equipment located on the Property, PECO's safe and reliable operation of this circuit of the distribution system is jeopardized and could negatively impact PECO's ability to continue providing electric service to the Property and the surrounding neighborhood.

33. As such, PECO seeks equitable relief from this Court formally declaring that PECO has had an irrevocable license on the Property to exclusively operate, maintain, and update the Poles, power lines, and equipment situated on the Property since the 1920's.

34. In the alternative, PECO seeks equitable relief from this Court formally granting PECO a prescriptive easement on the Property to exclusively operate, maintain, and update the Poles, power lines, and equipment situated on the Property since the 1920's.

**COUNT I**  
(Declaratory Judgment/Irrevocable License)

35. PECO incorporates the preceding Paragraphs 1-34 of this Complaint by reference as though fully stated herein.

36. Since the erection of the Poles, power lines, and equipment situated on the Property in the 1920's, PECO has operated, maintained, and updated the Poles, power lines, and equipment on the basis of an irrevocable license. This license became irrevocable in the 1920's at the time the Poles, power lines, and equipment were constructed and has continued thereafter and, on information and belief, the owners of the Property have had service from PECO utilizing the Poles, power lines, and equipment since that time.

37. Since the 1920's, PECO has operated, maintained, and updated the Poles, power lines, and equipment with permission, either express or implied, from each past owner of the Property who has received power for use of the residence on the Property.

38. PECO constructed the Poles, power lines, and equipment on the Property for a highly specific and narrowly limited purpose – to provide electric services to the Property and the surrounding neighborhood through a circuit of its distribution system.

39. The Poles, power lines, and equipment located on the Property place a minimal burden on the Property and do not interfere with the Defendant's enjoyment or use of the Property.

40. Furthermore, the irrevocable license relating to the Poles, power lines, and equipment located on the Property provides a significant, mutual benefit to both PECO and Defendants. This irrevocable license has permitted PECO to operate, maintain, and update the Poles, power lines, and equipment and distribution system and in turn, Mr. Watson and Mrs. Watson, along with the surrounding neighborhood, are provided access to electric services.

41. Since the erection of the Poles, power lines, and equipment situated on the Property, PECO has expended time, effort, and funds to continuously operate, maintain, and update the Poles, power lines, and equipment located on the Property, as well as the remainder of this circuit of the distribution system.

42. Additionally, Mr. Watson and Mrs. Watson were aware of the existence of the irrevocable license by the Poles, power lines, and equipment located on the Property at the time they purchased the Property in 2010.

43. Mr. Watson and Mrs. Watson purchased the Property subject to this irrevocable license and failed to object or raise issue for nine (9) years after purchasing the Property regarding the Poles, power lines, and equipment located on the Property.

44. PECO now seeks a declaration from this Court that confirms PECO's irrevocable license to operate, maintain, and update the Poles, power lines, and equipment located on the Property and that such irrevocable license is valid and enforceable under law and that it will be recorded in the Montgomery County property records.

**COUNT II**

(Declaratory Judgment/Prescriptive Easement)

45. PECO incorporates the preceding Paragraphs 1-44 of this Complaint by reference as though fully stated herein.

46. PECO, in the alternative, moves for declaratory judgment confirming that PECO has a prescriptive easement on the Property

47. Since the erection of the Poles, power lines, and equipment situated on the Property in the 1920's, PECO has continuously operated, maintained, and updated the Poles, power lines and equipment without objection subject to a prescriptive easement. PECO's use has not been interrupted.

48. Since the erection in the 1920's of the Poles, power lines, and equipment situated on the Property, PECO has openly operated, maintained, and updated the Poles, power lines, and equipment since its construction with the full knowledge of each owner of the Property, without objection.

49. Additionally, PECO has visibly made use of its prescriptive easement on the Property by operating, maintaining, and updating the Poles, power lines, and equipment on the Property, as evidenced – without limitation – by its upkeep on the Poles in the 1950s, 1960s, and thereafter.

50. At all times relevant to this matter, PECO's use of its prescriptive easement has been hostile in that PECO has operated, maintained, and updated the Poles, power lines, and equipment located on the Property in a manner that would not allow others to use them and that use has been adverse to the Defendants.

51. Furthermore, at the time Mr. Watson and Mrs. Watson purchased the Property in 2010, neither objected to or raised issue with PECO's continued operation, maintenance, and update of the Poles, power lines, and equipment located on the Property.

52. Since the erection of the Poles, power lines, and equipment on the Property, PECO has retained the exclusive authority and control over this prescriptive easement to operate, maintain, and update the Poles, power lines, and equipment located on the Property. Although additional parties are permitted by PECO to utilize the Poles to help run their respective wires for voice or other services, said use is explicitly subject to PECO's exclusive permission.

53. PECO has exclusively utilized this prescriptive easement on an uninterrupted basis to operate, maintain, and update the Poles, power lines, and equipment on the Property continuously for a period greater than twenty-one (21) years.

54. PECO now seeks a declaration from this Court confirming this prescriptive easement to operate, maintain, and update the Poles, power lines, and equipment located on the Property is valid and enforceable under law and that it will be recorded in the Montgomery County property records.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, PECO Energy Company, demands judgment against Defendants Valerie Levesque Watson and Christopher Watson for the following:

A. PECO seeks a declaration that PECO's irrevocable license to operate, maintain, and update the Poles, power lines, and equipment located on the Property is valid and enforceable under law;

B. In the alternative, PECO seeks a declaration that PECO's prescriptive easement to operate, maintain, and update the Poles, power lines, and equipment located on the Property is valid and enforceable under law;

C. That either the irrevocable license or prescriptive easement be recorded in the land records of Montgomery County; and

D. Any other such relief as this Honorable Court deems just and equitable.

Respectfully Submitted,

/s/ Christopher Nana-Sinkam

**DILWORTH PAXSON LLP**

Joseph F. Kessler, Esquire

Christopher C. Nana-Sinkam, Esquire

1500 Market Street, Suite 3500E

Philadelphia, PA 19102-2101

T: 215-575-7000

F: 215-575-7200

***Attorneys for Plaintiff, PECO Energy Company***

DATED: October 29, 2020

**VERIFICATION**

I do hereby verify that the statements made in the foregoing Complaint are true and correct to the best of my personal knowledge or information and belief. I understand that false statements made herein are subject to the penalties of Section 4904 of 18 Pa. C. S. §4904 relating to unsworn falsifications to authorities.

BY: Robert Fister  
NAME: ROBERT FISTER  
TITLE: SR. REAL ESTATE REPRESENTATIVE  
DELCHESTER REGION

Dated: October 29, 2020

# EXHIBIT A

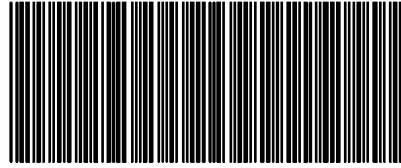
8283-0 Docketed at Montgomery County Prothonotary on 10/30/2020 1:06 PM. Fee = \$290.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



**RECORDER OF DEEDS**  
**MONTGOMERY COUNTY**  
*Nancy J. Becker*

One Montgomery Plaza  
 Swede and Airy Streets ~ Suite 303  
 P.O. Box 311 ~ Norristown, PA 19404  
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

**DEED BK 5760 PG 00472 to 00476**  
**INSTRUMENT # : 2010017560**  
**RECORDED DATE: 03/03/2010 02:05:49 PM**



1293311-0013H

**MONTGOMERY COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 5

<b>Document Type:</b> Deed	<b>Transaction #:</b> 1194226 - 3 Doc(s)
<b>Document Date:</b> 03/01/2010	<b>Document Page Count:</b> 4
<b>Reference Info:</b>	<b>Operator Id:</b> jdeal
<b>RETURN TO:</b> (Simplifile) Trident Land Transfer Company 431 W. Lancaster Ave. 3rd Floor Devon, PA 19333 (610) 889-1173	<b>SUBMITTED BY:</b> Trident Land Transfer Company 431 W. Lancaster Ave. 3rd Floor Devon, PA 19333 (610) 889-1173
<b>* PROPERTY DATA:</b>	
Parcel ID #: 40-00-41080-00-1	
Address: 630 MORRIS AVE	
	PA
	19010
Municipality: Lower Merion Township (100%)	
School District: Lower Merion	
<b>* ASSOCIATED DOCUMENT(S):</b>	

<b>CONSIDERATION/SECURED AMT:</b>	<b>\$1,150,000.00</b>
<b>TAXABLE AMOUNT:</b>	<b>\$1,150,000.00</b>
<b>FEES / TAXES:</b>	
Recording Fee:Deed	\$65.00
State RTT	\$11,500.00
Lower Merion Township RTT	\$5,750.00
Lower Merion School District RTT	\$5,750.00
Rejected Document Fee	\$10.00
<b>Total:</b>	<b>\$23,075.00</b>

DEED BK 5760 PG 00472 to 00476  
 Recorded Date: 03/03/2010 02:05:49 PM

I hereby CERTIFY that  
 this document is  
 recorded in the  
 Recorder of Deeds  
 Office in Montgomery  
 County, Pennsylvania.



*Nancy J. Becker*

**Nancy J. Becker**  
 Recorder of Deeds

**PLEASE DO NOT DETACH**  
**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

**NOTE: If document data differs from cover sheet, document data always supersedes.**  
**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

Prepared by:

1/3  
Trident Land Transfer Company  
Two Town Place, Suite 110  
Bryn Mawr, PA 19010  
Phone: (610)520-7601

Return To:

ATTN: Post-Closing Department  
Trident Land Transfer Company

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
40-00-41080-00-1 LOWER MERION TOWNSHIP  
630 MORRIS AVE  
POLLIE WILLIAM & SHARA  
B 010C L U 041 1101 03/03/2010

\$10.00  
LG

File Number: 09PA8701

# DEED

William Pollie and Shara Pollie

TO

Christopher Watson and Valerie Watson

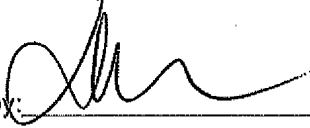
**PREMISES:**

630 Morris Avenue  
Township of Lower Merion  
County of Montgomery  
PA

Parcel ID 40-00- 41080-00-1

The address of the above named Grantee(s) is:  
630 Morris Avenue, Bryn Mawr, PA 19010

Certified by: \_\_\_\_\_



8283-0 Docketed at Montgomery County Prothonotary on 10/30/2020 1:06 PM. Fee = \$290.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

DEED

THIS INDENTURE made this 1st day of March, 2010.

**Between** WILLIAM POLLIE AND SHARA POLLIE, (hereinafter called the Grantors) and  
CHRISTOPHER WATSON AND VALERIE WATSON, (hereinafter called the Grantees)

Witnesseth That the said Grantors for and in consideration of the sum of One Million One Hundred Fifty Thousand (\$1,150,000.00) Dollars lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns, as tenants by the entirety.

SEE EXHIBIT "A"

TOGETHER with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors, as well at law as in equity, of, in, and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground above described with the improvements, hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

AND the said Grantors do by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns that the said Grantors all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be with the Appurtenances unto the said Grantees, their heirs and assigns, against the said Grantors and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by from, or under them or any of them, shall and will WARRANT and forever DEFEND.

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BEGINNING at a point in the middle line of Morris Avenue, at the distance of 244 feet South 21 degrees, 41 minutes West from a spike at angle in said Avenue, which spike is opposite the center line of Williamson Road; and thence along the middle line of Morris Avenue, South 21 degrees, 41 minutes West 156 feet to an iron spike; and thence by land of the Estate of Joseph C. Bright, deceased North 68 degrees, 19 minutes West 447.33 feet to a stake; thence by other land of Ida M. Steel North 31 degrees, 56 minutes East 158.55 feet; thence by land now or late of John L. Gray and Raymond S. Gray South 68 degrees, 19 minutes East 419.05 feet to the place of beginning.

BEING NO. 630 Morris Avenue

BEING ASSESSMENT PARCEL NO. 40-00-41080-00-1.

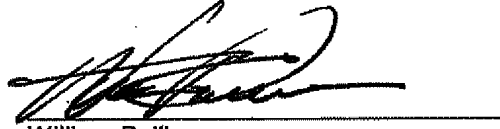
BEING the same premises which Elizabeth K. Soffe, by Deed dated 06/30/1999 and recorded 07/30/1999 at Norristown in the Office for the Recorder of Deeds in and for the County of Montgomery in Deed Book 5281 page 1726 granted and conveyed unto William Pollie and Shara Pollie, their heirs and assigns, as tenants by the entirety, in fee.

8283-0 Docketed at Montgomery County Prothonotary on 10/30/2020 1:06 PM. Fee = \$290.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

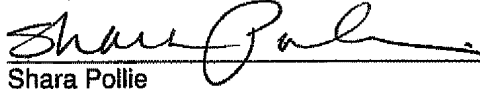
IN THE WITNESS WHEREOF, the said Grantors has/have caused these presents to be duly executed dated the day and year first above written.

SEALED AND DELIVERED

In the presence of us:



William Pollie



Shara Pollie

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF *Montgomery* )

On this, the 1st day of March, 2010 before me, a notary public the undersigned officer, personally appeared William Pollie and Shara Pollie known to me (or satisfactorily proven) to be the persons whose name(s) is (are) subscribed to the within instrument, and acknowledged that they/he/she executed the same for the purposes therein contained.

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

My Commission Expires: \_\_\_\_\_



Notary Public

Commonwealth of Pennsylvania  
**NOTARIAL SEAL**  
DEBRA CARLETON BARR, Notary Public  
Haverford Township, County of Delaware  
My Commission Expires May 30, 2010