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Chesapeake Appalachia, LLC v. Golden
2012 WL 247473, (Pa. Commw. Ct. Jan. 27, 2012)

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Chesapeake Appalachia, LLC (“Chesapeake”) submitted four multiple lease assignments containing 211 leases for recording to the Wayne County Recorder of Deeds (“Recorder”). The Recorder refused to record the lease assignments based upon a policy not to record multiple lease assignments. Chesapeake then filed a complaint seeking declaratory, injunctive and mandatory relief in the Court of Common Pleas of Wayne County. Both Chesapeake and the Recorder filed motions for summary judgment. In its motion for summary judgment, the Recorder argued that the “policy of rejecting multiple lease, or ‘blanket,’ assignments is proper because of her inability to index the assignments as to the lessors of each underlying lease as required by Pennsylvania law.” In its motion for summary judgment, Chesapeake argued that “the Recorder is obligated to record documents as they are prepared and presented by the parties and the Recorder cannot set a policy against recording multiple lease assignments.” The trial court granted Chesapeake’s motion for summary judgment and ordered the Recorder “to rescind her policy against recording ‘blanket assignments’ and to record all documents that are within the scope of Pennsylvania’s recording statutes, provided they are properly

acknowledged and the appropriate statutory fee has been paid.” On appeal, the Recorder raised the issue of whether “the trial court erred as a matter of law in compelling the Recorder to accept Chesapeake’s multiple lease assignments for recording.”

The Commonwealth Court stated that the relevant statutory provisions entitled the lease assignments to be recorded and required the Recorder to record written instruments presented to the Recorder’s office. The court indicated that both 21 P.S. § 351 and 21 P.S. § 356 contain the language “shall be recorded” and as such the Recorder is required to record the multiple lease assignments as they are presented. The court cited *Lesnick v. Chartiers Natural Gas Company*, 889 A.2d 1292 (Pa. Super. 2005) for the proposition that oil and gas leases are considered to be transfers of realty in Pennsylvania; and thus, 21 P.S. § 351 requires them to be recorded. The court went on to explain that only the “assignor and the assignee should properly be considered ‘the party’ for purpose of indexing an assignment of a lease.” The court concluded that the “Recorder is required by statute to record multiple lease assignment” and affirmed the order of the Court of Common Pleas.



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