



Commitment for Title Insurance

Fidelity National Title Insurance Company

A Stock Company

COMMITMENT FOR TITLE INSURANCE

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate within six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be hereunto affixed and these presents to be signed in facsimile under authority of its by-laws on the date shown in Schedule A.

Please make checks payable to Pennsylvania Land Transfer Co., Inc.

Fidelity National Title Insurance Company

By:



ATTEST

President

PENNSYLVANIA LAND TRANSFER CO., INC.
24 East Front Street, Media, Pennsylvania, 19063
Phone 610-566-9045 Fax 610-566-0725
Email: info@palandtransfer.com

Secretary

Countersigned: _____

Authorized Signature

Pennsylvania Land Transfer Co., Inc.

agent for

Fidelity National Title Insurance Company

11. Water & Sewer Rent Receipts for years 2002 to 2007 inclusive to be produced and filed with Company (if supplied by Municipal Authority).
12. The following deed(s) affecting said land were recorded within 6 (six) months of the date of this commitment: **None**
13. **Mortgages:** None.
14. **Judgments:** None.
15. Certificate of Authority from the Secretary of the Commonwealth of Pennsylvania for **Cobbs Creek Developers LLC**, be produced and filed with Company.
16. Operating Agreement of **Cobbs Creek Developers LLC**, and all amendments thereto to be produced and examined by the Company prior to settlement, possible additional objections to be certified hereon.
17. Names of all Members of, **Cobbs Creek Developers LLC** to be disclosed to Company prior to settlement, Additional searches to be made and possible additional objections to be certified hereon.
18. Affidavit, signed by all members of **Cobbs Creek Developers LLC**, certifying that (a) they are the only members at the date of execution and delivery of the instruments required herein (b) that said company has not been dissolved by a voluntary act, and (c) that execution and delivery of the instruments required in this transaction to be insured is in accordance with all operative terms of the Operating Agreement of said company. In the event that all members are not executing the instruments required herein, the aforesaid Affidavit must recite the appropriate sections of the Operating Agreement for the company which authorize specific members to execute such instruments on behalf of the company and confirm each member's consent thereto.
19. Company reserves the right to make additional requirements and/or exceptions/proofs upon review of the limited liability company documents required above.

SCHEDULE 'B'- SECTION I - 14942

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Pennsylvania Land Transfer Co., Inc.

agent for

Fidelity National Title Insurance Company

Commitment Number: 14942

SCHEDULE 'C'- LEGAL DESCRIPTION

ALL THAT CERTAIN LOT OR PIECE OF GROUND WITH THE BUILDINGS AND IMPROVEMENTS TO BE THEREON, SITUATE IN THE BOROUGH OF YEADON, COUNTY OF DELAWARE AND STATE OF PENNSYLVANIA, BEING DESCRIBED ACCORDING TO A SUBDIVISION PLAN PREPARED FOR CONARD ASSOCIATES BY H. GILROY DAMON ASSOCIATES, INC., CIVIL ENGINEERS, SHARON HILL, PA, DATED 1-10-1984 LAST REVISED 6-18-1984 AND RECORDED AT MEDIA IN PLAN CASE VOL. NO. 14 PAGE 164, AS FOLLOWS, TO WIT:-

BEGINNING AT A POINT IN THE BOROUGH LINE DIVIDING THE BOROUGH OF YEADON AND THE BOROUGH OF DARBY, SAID POINT ALSO BEING IN THE LINE OF LANDS OF LOT NO. 2 AS SHOWN ON SAID PLAN; THENCE EXTENDING FROM SAID BEGINNING POINT ALONG LANDS OF THE BOROUGH OF DARBY AND CROSSING THE HEAD OF SECOND STREET (50 FEET WIDE) (AS SHOWN ON SAID PLAN), SOUTH 63 DEGREES 43 MINUTES WEST 409.17 FEET TO A POINT; THENCE EXTENDING STILL ALONG SAID BOROUGH LINE THE TWO FOLLOWING COURSES AND DISTANCES: (1) NORTH 38 DEGREES 07 MINUTES 30 SECONDS WEST 118.81 FEET TO A POINT; AND (2) NORTH 49 DEGREES 59 MINUTES WEST CROSSING THE HEAD OF THIRD STREET (50 FEET WIDE, STRICKEN FROM PLAN) 81.37 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF BALTIMORE AND OHIO RAILROAD "CHESSIE SYSTEM"; THENCE EXTENDING ALONG THE SAME NORTH 60 DEGREES 51 MINUTES EAST 813.04 FEET TO A POINT; THENCE EXTENDING STILL ALONG SAID RIGHT OF WAY NORTH 70 DEGREES 18 MINUTES 45 SECONDS EAST 242.37 FEET TO A POINT IN THE BED OF COBBS CREEK AS SHOWN ON SAID PLAN; THENCE EXTENDING ALONG SAID COBBS CREEK THE EIGHT FOLLOWING COURSES AND DISTANCES: (1) SOUTH 07 DEGREES 22 MINUTES 07 SECONDS WEST 0.27 FEET TO A POINT; (2) SOUTH 04 DEGREES 50 MINUTES 27 SECONDS EAST 62.32 FEET TO A POINT; (3) SOUTH 07 DEGREES 36 MINUTES 17 SECONDS EAST 157.28 FEET TO A POINT; (4) SOUTH 11 DEGREES 02 MINUTES 22 SECONDS WEST 85.14 FEET TO A POINT; (5) SOUTH 36 DEGREES 07 MINUTES 49 SECONDS WEST 80.78 FEET TO A POINT; (6) SOUTH 22 DEGREES 39 MINUTES 50 SECONDS WEST 85.72 FEET TO A POINT; (7) SOUTH 09 DEGREES 57 MINUTES 56 SECONDS WEST 44.64 FEET TO A POINT; AND (8) SOUTH 06 DEGREES 16 MINUTES 18 SECONDS EAST 32.00 FEET TO A POINT, SAID POINT BEING A CORNER OF LOT NO. 2 AS SHOWN ON SAID PLAN; THENCE EXTENDING ALONG SAID LANDS THE THREE FOLLOWING COURSES AND DISTANCES: (1) NORTH 60 DEGREES 33 MINUTES 10 SECONDS WEST 280.00 FEET TO A POINT; AND (2) SOUTH 66 DEGREES 39 MINUTES 10 SECONDS WEST 115.00 FEET TO A POINT; AND (3) SOUTH 13 DEGREES 29 MINUTES EAST 15.00 FEET TO A POINT, SAID POINT BEING THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

BEING LOT NO. 1 ON SAID PLAN.
FOLIO #48-00-00772-03.

BEING THE SAME PREMISES WHICH JOHN W. FELDMYER, ROGER H. OLLIS, ADELE M. CARUSO AND TONI A. KELLY, CO-EXECUTORS OF THE ESTATE OF EUGENE R. CARUSO, A/K/A EUGENE

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This Indenture made the third day of June in the year of our Lord one thousand eight hundred and ninety (1890) between The Real Estate Trust Company of Philadelphia and George Junkin Executors named in the last Will and Testament of Carlota Damon late of the City of Philadelphia and State of Pennsylvania Widow dec'd of the one part And Caroline M. Kern wife of Samuel J. Kern of the said City, Merchant of the other part. Whereas Ellwood Powell and Elizabeth P. his wife his wife by Deed dated the sixth day of April A.D. 1859 and recorded in the Office for recording deeds &c in and for Delaware County in Book No. 11, page 455 &c, granted and conveyed unto Albert H. Damon in fee all that certain tract of land Situate in the Township of Darby in the County of Delaware and State of Pennsylvania hereinafter particularly described containing thirty six acres three rods and nine cents perches more or less, together with the right liberty and privilege of an open road or Cartway or free passage for horses, carts, and Carriages from the most southerly extremity of the above described tract of land as the same is now used into the Main Post road leading from Philadelphia to Chester and which said open road or Cartway was afterwards known as Dammons Lane,

And Whereas the said Albert H. Damon being so thereof seized in fee departed this life on the twenty third day of March A.D. 1887 having first made and published his last Will and Testament in writing bearing date the fifteenth day of April A.D. 1882 duly proved at Philadelphia on the seventh day of April A.D. 1884 and registered in the Office of the Register of Wills for the City and County of Philadelphia in Will Book No. 138, page 68 wherein and whereby he gave and bequeathed all his property of whatever nature and description real personal and mixed to his wife the said Carlota Damon And Whereas the said Carlota Damon being seized in fee of said premises inter alia departed this life on the thirteenth day of October A.D. 1889 having first made and published her last Will and Testament in writing bearing date the twenty first day of April A.D. 1889 duly proved at Philadelphia on the sixteenth day of October A.D. 1889 and registered in the Office of the Register of Wills for the said City and County of Philadelphia in Will Book No. 146, page 219, wherein and whereby she did by the Eighth item authorize as follows, "I, authorize my Executors as such or as Trustees for the payment of my debts the settlement of my estate or for any purpose at their discretion to sell and convey any and all of my real estate at public or private sale free from all trusts and without any liability on the part of the purchasers to see to the application of the purchase money" And of her said Will she did appoint The Real Estate Trust Company of Philadelphia and George Junkin Executors.

Now this Indenture Witnesseth that the said The Real Estate Trust Company of Philadelphia and George Junkin Executors for and in consideration of the sum of thirty three thousand nine hundred dollars lawful money of the United States of America unto them well and truly paid by the said Caroline M. Kern as witness to the sealing and delivery hereof the receipt whereof is hereunto

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then proposed and in them granted in and by the said last will in a
 bequest of the said Carlota Damon deceased grant bargain and sell
 convey and confirm unto the said Caroline M. Kerr her heirs and assigns
 All that the aforesaid certain tract or piece of land with the buildings
 and improvements thereon erected situate in the Township of Darby
 County of Delaware and State of Pennsylvania bounded and described as
 follows: Beginning at a stone in the Western bank of Little Creek
 being a corner of land now or late of the heirs of Lewis Padmore de-
 ceased thence by the same and lands now or late of Mason Seabolt
 North Eighty five degrees and a half West twenty five perches to a stone then
 by the last mentioned land South Nineteen degrees West ten perches and six
 tenths to a stone in the line of lands late of Benjamin Seville deceased
 thence by the same North Nineteen degrees and a quarter East twenty
 eight perches to a stone North Twenty degrees West five perches to a stone
 and South Sixty three degrees West Twenty four perches and a fifty eight
 hundredths to a marble stone a corner of lands now or late of Thomas Bonnell
 thence by the same North thirty nine degrees West seven perches and one
 tenth to a stone and North fifty one degrees West fifty one perches to
 a stone a corner of lands now or late of Eliza S. Jordan thence by the
 same North thirty seven degrees and a quarter East twenty three perches
 to a point in the line of lands late of George Seville deceased thence by
 the same South fifty one degrees and three quarters East twenty seven perches
 and eight tenths to a stump standing on the western bank of the said Little
 Creek thence along the same following the several courses thereof about twenty
 one perches and eighty two hundredths to the place of beginning.
 Containing thirty six acres three rods and nineteen perches,
 more or less (together with the right of egress ingress and regress over
 said Damon's Lane at all times hereafter forever) And together with
 all and singular the buildings improvements ways streets alleys passages
 waters water courses rights liberties privileges hereditaments and appurte-
 nances whatsoever unto the hereby granted premises belonging or in anywise
 appertaining And the reversions and remainders rents issues and profits
 thereof and all the estate right title interest property claim and demand
 whatsoever which was of her the said Carlota Damon at and before her
 decease or is of the said Executors as well at law as in equity of in and to the
 same and every part thereof. To have and to hold the said tract or piece
 of ground with the buildings and improvements thereon hereditaments and
 premises hereby granted or mentioned and intended so to be with the ex-
 penses unto the said Caroline M. Kerr her heirs and assigns to
 and for the only proper use and behoof of the said Caroline M. Kerr her
 heirs and assigns forever (Under and subject however to the right of
 the Philadelphia and Baltimore Rail Road Company in and over a
 certain strip of land part of the above described premises now occupied
 and used for railroad purposes and taken by said Company under
 and by virtue of certain proceedings at law in the proper Court of
 said Delaware County) And also Under and subject to the right of
 way over Damon's Lane of the owners tenants and occupants of the
 adjoining tract of land formerly of Carlota Damon recently
 her Executors to John M. Damon
 And the said Caroline M. Kerr

Phrassey

D.C. 34550
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afforded for himself his heirs Executors and Administrators descendants nominees and assigns and with the said Caroline McKew her heirs and assigns by their presents that they the said The Real Estate Trust Company of Philadelphia and George Junkin Executors aforesaid have not at any time heretofore made done suffered or committed any act matter or thing in deed or in law whereby or by means whereof the premises hereby granted or any part thereof are or can be impeached charged or affected in title estate or otherwise how soever.

In witness whereof the said The Real Estate Trust Company of Philadelphia have caused their common or corporate seal to be hereunto affixed and the said George Junkin hath hereunto set his hand and seal dated the day and year first above written.

Sealed and delivered
in the presence of us

William R. Philler

Geo B. Murree

The Real Estate Trust Co
of Philadelphia
by Frank H. Hippie
attest

William R. Philler
Secretary

Geo Junkin
Executors &c



Received the day of the date of the foregoing Indenture of the said Caroline McKew the sum of Thirty three thousand six hundred dollars being the full Consideration money therein mentioned

Witnesseth Signing
Geo B. Murree
William R. Philler

Wm F. North
Treasurer

Geo Junkin
Executors &c

On the third day of June 1890 Before me the undersigned a Notary Public of the Commonwealth of Pennsylvania residing in the City of Philadelphia came William R. Philler he being one of the subscribing witnesses to the sealing and delivery of the foregoing Indenture who being duly sworn did depose and say that the same affixed to the said Indenture is the common or corporate seal of the said Corporation and that the same was so affixed and the said Indenture was delivered by Frank H. Hippie President of said Corporation as and for the act and deed of the said Corporation in pursuance of the power and authority in them vested by said Will of said Charlotte Damon doth and that the names of the said Frank H. Hippie President and of the deponent themselves subscribed in attestation of the due execution and delivery thereof of and in their presence and respective handwriting sworn and subscribed the day and year aforesaid before me

Thomas B. Proser
Notary Public



William R. Philler

This agreement made the twenty fifth day of March A.D. 1899 between Samuel T. Kerr of the City of Philadelphia and Caroline D. his wife of the one part and A. P. Damon Jr. of the City of Chester and Ellen C. Damon singlewoman of the Borough of Darby County of Delaware and State of Pennsylvania of the other part.

Whereas the said parties of the first part are the owners of certain property in the Borough of Geaddon in said County of Delaware through which the said Borough of Geaddon has constructed a main sewer and the said parties of the second part are owners of premises in the said Borough of Darby adjoining said property of the parties of the first part and desire to have their said premises drain into said sewer by means of a branch sewer to be constructed through said property of the parties of the first part.

Now This Agreement Witnesseth that the said parties hereto do mutually agree as follows:

1. Said parties of the first part hereby grant unto said parties of the second part their heirs and assigns the right to construct and perpetually maintain a branch sewer from the said property of said parties of the second part (connecting with their present sewer) through the said property of said parties of the first part beginning in the line between the said Boroughs of Geaddon and Darby being also the division line between said properties at the distance of six feet Eastwardly from the West line of Second Street thence North forty seven degrees East sixty feet thence North seventy degrees East one hundred and fifty feet thence South sixty or degrees East two hundred and thirty three feet to a manhole in the said main sewer of the Borough of Geaddon.

2. The said parties of the first part their heirs and assigns shall have the right to make and maintain eight connections with said branch sewer for every one hundred feet of said sewer where it passes through their property.

3. The said parties of the second part agree to keep said branch sewer in good order and repair at their own expense until such time as the said branch sewer shall be taken and maintained for public use at public expense or until the said parties of the first part shall cause connections to be made with said branch sewer after which time the expenses of maintenance of said sewer shall be borne by said parties of the first part and said parties of the second part their heirs and assigns in proportion to the number of houses on the said property of each draining into said branch sewer.

In Witness Whereof the said parties hereto have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered

in the presence of
L. L. Smith
Geo. W. Thomson.

Samuel T. Kerr (C)
Caroline D. Kerr (C)
Ellen C. Damon (C)
A. P. Damon Jr. (C)

PA 22579

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