

Trident Land Transfer Company
431 West Lancaster Avenue, Devon, PA 19333-1509
Agent for
Fidelity National Title Insurance Company

Commitment Number: 12PA4539

SCHEDULE A

1. Commitment Date: May 21, 2012 at 12:00:00
2. Policy (or Policies) to be issued: Amount
 - (a) Owner's Policy ()
Proposed Insured:

 - (b) Loan Policy ()
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
The Dilworth Family Limited Partnership, a Pennsylvania Limited Partnership
4. The land referred to in this Commitment is described as follows:
ES Dilworth Road, Downingtown, Chester County, PA 19335
SEE SCHEDULE C ATTACHED HERETO

Fidelity National Title Insurance Company

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SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements to be complied with:

Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded as follows:

- a. **Deed from The Dilworth Family Limited Partnership, a Pennsylvania Limited Partnership to .**
 - a. **Mortgage from to to secure \$.**
1. Payment of full consideration to or for the account of the grantors or mortgagors.
 2. Payment of the premiums, fees and charges for the policy.
 3. Possible unfiled mechanics liens and municipal claims.
 4. Terms of any unrecorded lease or rights of parties in possession.
 5. Proof that all natural persons in this transaction are of full age and legally competent.
 6. Proof of identity of parties as set forth in Recital.
 7. **POWERS OF ATTORNEY:** If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
 8. Proof to be provided that any individuals holding record title have not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this report/commitment. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added. This requirement applies only to individuals and is not applicable if record owner is an LLC, LP, Corporation or other business entity.
 9. Information must be furnished concerning the Social Security Number(s) and/or the Tax Identification Number(s) and future addresses of grantors for the completion of Substitute Form 1099 at the Closing of Transaction.
 10. Proof that no parties to this transaction are involved in bankruptcy proceedings; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.
 11. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are

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**SCHEDULE B - SECTION I
REQUIREMENTS
(Continued)**

completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.

12. TAXES:

Receipts for Township, County and School Taxes for the three prior years to be produced.
Township, County and School Taxes for the current year 2012
Assessment \$493,020.00 (F.M.V.) (land only) & \$36,900.00 (Act 319) (land only)
Tax ID / Parcel No. 30-02-0058.080/ 30-2-58.8

13. WATER AND SEWER RENTS:

Receipts for Water and Sewer Rents for the three prior years to be produced.
Water and Sewer Rents for the current year 2012.

14. MECHANICS AND MUNICIPAL CLAIMS: NONE

15. MORTGAGES: NONE

16. JUDGMENTS: NONE

17. Prior to settlement, search of statewide support lien system (<http://www.childsupport.state.pa.us>) to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with social security numbers of all natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.

18. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.

19. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.

20. Proof that _____ are all of the General Partners of the firm of The Dilworth Family Limited Partnership, a Pennsylvania limited partnership, and all of the General Partners to execute the proposed deed to the insured.

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SCHEDULE B - SECTION I
REQUIREMENTS
(Continued)

21. Certificate of Limited Partnership of The Dilworth Family Limited Partnership, a Pennsylvania limited partnership, and any amendments thereto to be produced and examined, and filed at Harrisburg, under the Uniform Partnership Act.
22. Limited Partnership Agreement of The Dilworth Family Limited Partnership, a Pennsylvania limited partnership, to be produced and examined by Company; possible additional requirements to be added upon review of same.
23. Names of all General Partners and proof that they are all of the General Partners of The Dilworth Family Limited Partnership, a Pennsylvania limited partnership, to be furnished and additional searches made.
24. Names of purchasers to be furnished and searched, and any additional objections by reason thereof to be certified prior to settlement.
25. Last Insured Not Available.
26. The following note is for Informational Purposes Only:

The following deed(s) affecting said land were recorded within six (6) months of the date of this report:
NONE

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SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this report.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Public and private rights in and to that portion of the premises lying in the beds of Dilworth Road (T-410) and Corner Ketch-Lyndell Road (L.R. 15127) (S.R. 4037).
7. Rights granted to Philadelphia Electric Company and The Bell Telephone Company of Pennsylvania as more particularly set forth in Misc. Deed Book 68 page 73.
8. Rights and conditions as set forth in Deed Book S-24 page 76.
9. Rights granted to Socony-Vacuum Oil Company, Incorporated, as more particularly set forth in Misc. Deed Book 83 page 117; Assignment of same to Magnolia Pipe Line Company as set forth in Misc. Deed Book 128 page 400.
10. Rights granted to Philadelphia Electric Company as more particularly set forth in Misc. Deed Book 184 page 489 and Record Book 961 page 248.
11. Rights granted to PECO Energy Company as more particularly set forth in Record Book 3801 page 1942.

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SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

12. Contract and Covenant (under Act 319) as set forth in Record Book 4265 page 736 and any penalties incurred by reason of breach of same.

13. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth on Plan File #13854.

Fidelity National Title Insurance Company

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SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN parcel of vacant farmland, situate in East Brandywine Township, Chester County, Pennsylvania, bounded and described according to a final subdivision plan for Maryland L. Dilworth, prepared by Stapleton & Leisey, Professional Land Surveyors, dated 11/26/1996, and last revised 3/10/1997, and recorded in Chester County on 5/15/1997, as Plan No. 13854, as follows, to wit:

BEGINNING at the Southwest corner, a point on the title line within Dilworth Road (T-410), said point also being the Northwest corner of Robert A. and Concetta G. Hartman's land; thence extending from said beginning point and along the title line within Dilworth Road, North 05 degrees 14 minutes 37 seconds East, 656.03 feet to a point, a corner of Parcel No 1; thence leaving said road and along Parcel No. 1 for the following 10 courses and distances: (1) South 88 degrees 45 minutes 00 seconds East, 400.97 feet to a point; (2) South 05 degrees 14 minutes 37 seconds West, 203.40 feet to a point; (3) North 87 degrees 22 minutes 00 seconds East, 225.79 feet to a point; (4) North 78 degrees 08 minutes 48 seconds East, 468.72 feet to a point; (5) North 12 degrees 15 minutes 54 seconds East, 575.93 feet, crossing a Mobil Pipeline, to an existing corner post; (6) North 55 degrees 10 minutes 08 seconds West 546.86 feet to a point; (7) South 03 degrees 00 minutes 00 seconds West, 525.73 feet, crossing the Mobil Pipeline, to a point; (8) North 87 degrees 00 minutes 00 seconds West, 287.31 feet to a point; (9) South 05 degrees 14 minutes 37 seconds West, 220.27 feet to a point; and (10) North 88 degrees 45 minutes 00 seconds West, 400.97 feet to a point on the title line within Dilworth Road; thence along said title line, North 05 degrees 14 minutes 37 seconds East, 760.25 feet to point; thence leaving said road and then along land of Herbert W. and Mildred M. Coates for the following 3 courses and distances: (1) South 86 degrees 01 minute 00 seconds East, 202.09 feet to a point, 1.45 feet South of an existing corner post; (2) North 03 degrees 45 minutes 51 seconds East, 108.90 feet to an existing corner post; and (3) North 86 degrees 01 minute 00 seconds West, 199.28 feet to a point on the title line within Dilworth Road, said point also being a corner of other land of Maryland L. Dilworth; thence along said title line, North 04 degrees 00 minutes 13 seconds East, 58.00 feet to a point; thence leaving Dilworth Road and along land of Hayes R., Jr. and Helen P. Carr for the following 2 courses and distances: (1) South 86 degrees 01 minutes 00 seconds East, 199.04 feet to an existing concrete monument; and (2) North 03 degrees 45 minutes 51 seconds East, 212.21 feet to an existing concrete monument; thence along land of David M. and Hope L. Harrelson, North 83 degrees 55 minutes 31 seconds East, 102.09 feet to an existing planted stone; thence continuing along Harrelson's land and land of James A. Jameson, South 85 degrees 54 minutes 47 seconds East, 641.67 feet to an existing planted stone; thence continuing along Jameson's land, North 11 degrees 33 minutes 06 seconds East, 183.00 feet to an existing planted limestone; thence along other land of Maryland L. Dilworth, North 10 degrees 86 minutes 51 seconds East, 207.54 feet to an existing iron pin; thence along land of James and Betty Jame McElya, South 81 degrees 24 minutes 56 seconds East, 408.99 feet to a point in line of land of Gary S. and Beth A. Persichitte, 0.13 feet West of an existing iron pin; thence continuing along Persichitte's land and lands of Richard and Kathleen Cossa, Greer C. Heindell, John T. and Susan D. Hall, and Craig B. and Michelle D. Lamont, South 05 degrees 00 minutes 39 seconds East, 728.99 feet to an existing concrete monument, a corner of Craig B. and Michelle D. Lamont's land; thence continuing along said Lamont's land and land of David K., Jr. and Jennifer S. Browell, South 33 degrees 14 minutes 22 seconds East, 470.01 feet to an existing concrete monument, a corner of Browell's land; thence continuing along Browell's land, and lands of Richard R. and Lois J. Friel and Joseph A. Shu-ming Chaippini, South 86 degrees 32 minutes 54 seconds East, 467.65 feet to a point; thence along land of Richard J. Allen for the following two courses and distances: (1) South 14 degrees 42 minutes 01 seconds West, 169.97 feet to a point and having passed over an existing

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SCHEDULE C
(Continued)

iron pipe, 2.60 feet from said first mentioned point, and (2) South 86 degrees 34 minutes 40 seconds East, 212.50 feet to a point on the title line of Corner Ketch-Lyndell Road (S.R. 4037); thence along said title line within said Corner Ketch-Lyndell Road, South 14 degrees 36 minutes 05 seconds West, 50.00 feet to a point; thence leaving said road and along land of John and Joyce E. Olszewski, North 86 degrees 34 minutes 40 seconds West, 212.77 feet to a point; thence along said Olszewski's land, crossing the Mobil Pipeline, and lands of Howard and Florence M. Laird, Donald Bucher and Dee Anne Mull, and Robert R. and Joyce Ann Arters, South 14 degrees 42 minutes 01 seconds West, 749.93 feet to an existing monument, having passed over an existing monument 209.06 feet from said last mentioned point; thence continuing along said Arters' land, South 72 degrees 26 minutes 20 seconds East, 210.31 feet to a point on the title line with Corner Ketch-Lyndell Road, having passed over an existing iron pin 14.18 feet from said last mentioned point; thence along said title line within Corner Ketch-Lyndell Road, South 14 degrees 36 minutes 05 seconds West, 55.04 feet to a point; thence leaving said road and along land of Erik Joseph and Susan Marie Feist, North 89 degrees 59 minutes 45 seconds West, 176.50 feet to a point, having passed over an iron pin 14.55 feet from said first mentioned point; thence continuing along said Feist's land and land of James G. and Barbara A. McCormick, South 89 degrees 47 minutes 47 seconds West, 356.20 feet to an existing iron pipe at the Northeast side of a tree; thence along land of Rodger E. and Kathleen E. Richards, North 05 degrees 58 minutes 39 seconds East, 128.78 feet to a point having passed over an existing iron pipe at a former corner post, 2.14 feet from the last mentioned point; thence continuing along Richards' land and lands of Mina M. Mowrer, Ralph and Joan H. Potter and James J., Jr. and Betty Ann Charley, South 88 degrees 48 minutes 36 seconds West, 696.93 feet to an existing iron pin; thence along land of Patricia A. Nester and lands of Mark H. and Sheila A. Bareford, James F. and Elizabeth M. Echols, James P. and Dorothy L. Flanagan, and Arsene W., Jr. and Norma F. Koth, South 88 degrees 48 minutes 36 seconds West, 825.12 feet to an existing iron pipe; thence along land of Robert A. and Concetta G. Hartman, South 89 degrees 03 minutes 09 seconds West, 270.00 feet to the point and place of beginning, having passed over an existing iron pipe, 16.56 feet from said beginning point.

UP# 30-2-58.8

Being i/a the same premises which Maryland L. Dilworth by Deed dated 6-17-1997 and recorded 7-22-1997 in Chester County in Record Book 4206 Page 894 conveyed unto The Dilworth Family Limited Partnership, a Pennsylvania Limited Partnership, in fee.

Commonwealth Land Title Insurance Company

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SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this report.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Public and private rights in and to that portion of the premises lying in the bed of Dilworth Road (T-410).
7. Rights granted to Philadelphia Electric Company and The Bell Telephone Company of Pennsylvania as more particularly set forth in Misc. Deed Book 68 page 73.
8. Rights and conditions as set forth in Deed Book S-24 page 76.
9. Rights granted to Socony-Vacuum Oil Company, Incorporated, as more particularly set forth in Misc. Deed Book 83 page 117; Assignment of same to Magnolia Pipe Line Company as set forth in Misc. Deed Book 128 page 400.
10. Rights granted to Philadelphia Electric Company as more particularly set forth in Misc. Deed Book 184 page 489 and Record Book 961 page 248.
11. Rights granted to PECO Energy Company as more particularly set forth in Record Book 3801 page 1942.
12. Contract and Covenant (under Act 319) as set forth in Record Book 4432 page 165 and any penalties

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SCHEDULE B - SECTION II
EXCEPTIONS
(Continued)

incurred by reason of breach of same.

13. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth on Plan File #13854.

RIGHT OF WAY
ISAAC T. HALL BY DX
TO
THE BELL TEL. CO OF PA.
& PHILA ELECTRIC COMPANY

BE IT KNOWN that for and in consideration of the payment
by The Bell Telephone Company of Pennsylvania and Philadelphia Electric
Company to the undersigned of the sum of One Dollar (\$1.00) and for other
good and valuable considerations, the receipt whereof is hereby acknowledged
the said Companies their successors and assigns, are hereby granted by the
undersigned the uninterrupted right, liberty and privilege to erect,
operate and maintain, as their respective corporate rights may require:

from time to time, such facilities including poles, wires, cables, anchor guys and appurtenances immediately
inside the legal right of way limits of a public highway known as Road Leading from Little Washington Lyndell
Rd. Towards Outbriessville on the west side thereof, as now existing or as may be subsequently established;
abutting the premises of the undersigned (part of the aforesaid facilities such as wires, cross arms and
appurtenances overhanging the said premises immediately adjacent thereto) located at a point approximately
600 feet south from intersecting highway known as Little Washington-Lyndell Rd and extending south for a dist-
ance of approximately 2600 feet, bounded on the north by lands now or late of Clarence Cook and on the south
by lands now or late of Jacob Vance in the Township of East Brandywine County of Chester, State of Pennsylvania
And also the further right and privilege to erect install, operate and maintain such facilities including
underground conduits, cables, manholes, gas mains, gas service pipes and appurtenances solely within the
legal right of way limits of said Road leading from Little Washington Lyndell Rd. Towards Guthrieville
abutting the above described premises, as shall be necessary for the purpose of transmitting and distributing
adequate and sufficient electric light, heat, power, gas, telephone or telegraph service to the various
residence premises and other users in the vicinity, including the right of ingress and egress to incept,
renew, or remove the said poles, wires, cables, anchor guys, underground conduits, manholes, gas mains, gas
service pipes and appurtenances, and the right to trim and keep trimmed in a workmanlike manner, all trees
to provide proper clearance for the safety of operation of the aforesaid facilities as from time to time the
aforesaid Companies shall deem requisite or proper for the purposes aforesaid, as well as the further right
to permit others to use the poles erected under this grant in order to extend telephone and telegraph service.

Executed this 28 day of April A. D. 1937.
Witness: T. H. Evans : \$0.05 :
Witness: Thomas B. Keyes : Penna :
: Stamp :

Isaac T. Hall (SEAL)
Alice H. Hall (SEAL)

I hereby certify the actual consideration was \$ 1.00 and mutual advantages and benefits,
T. H. Evans

State of Pennsylvania, County of Chester, SS:-

On this 28th day of April A. D. 1937, before me, the subscriber, a Notary Public residing in East
Whiteland Twp, personally appeared the above named Isaac T. Hall and Alice H. Hall, his wife, and in due form
of law acknowledged the foregoing Grant to be their act and deed and desired the same might be recorded as such
witness by hand and Notarial seal the day and year first aforesaid.

Thomas B. Keyes, Justice of the Peace
East Whiteland Twp., Chester Co., PA. : OFFICIAL :
My commission expires 1st Mon. in Jan. : SEAL :
1942

Transcribed by: King
Compared by: MARY HAYSTACRE
Recorded June 8, 1937.

MDB-68/15

#9

343483

Line No. No.

RIGHT OF WAY
 CYNTHIA P. LOUGHLIN, ATTY IN
 FACT
 TO
 SOCIETY-VACUUM OIL COMPANY, INC.
 3-1-46

THIS INSTRUMENT WITHNESSETH, that Dallas Pratt, single esp, by his Attorney in Fact, Cynthia P. Loughlin of 8 East 60th Street - New York City, hereinafter called Grantor, for and in consideration of the sum of NINETY (\$90.00) Dollars, the receipt of which is hereby acknowledged, does hereby grant and release unto SOCIETY-VACUUM OIL COMPANY, INCORPORATED, a New York corporation having its principal office at 25 Broadway, New York, N. Y., hereinafter called Grantee, a right of way over, under and through my lands in the Township of East Brandywine, County of Chester, State of Pennsylvania, bounded and described as follows:

to the North by lands of Clarence Cook and Marshall Probst
 to the East by lands of Moore Property - Morris Dilworth
 to the South by lands of P. L. Dobson
 to the West by lands of C. B. Spencer
 containing 115 acres, more or less, for the purposes, from time to time, of constructing at the location designated by Grantee herein, and maintaining and operating one or more lines of pipe with such valves and fittings as may be necessary or convenient, for the transportation of petroleum, gas and petroleum products and, from time to time, altering, enlarging, replacing, repairing and removing the same, with free ingress and egress for all of the above purposes, including the right to cut and fell any brush or trees along the line of construction.

The Grantor herein reserves the right to fully use and enjoy the said premises except for the purposes hereinafore granted, and the Grantee hereby agrees to pay any damages which may arise to crops or fences from the laying, maintaining, operating or removing of said pipe lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantee, his heirs or assigns; one by the said Grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

Should more than one pipe line be laid under this grant, a sum equal to One Dollar per lineal rod of pipe crossing the property above described shall be paid for each additional line so laid, as well as the damages, as above provided, and all pipe lines laid under this grant shall be buried to a sufficient depth so as not to interfere with the cultivation of the soil.

TO HAVE AND TO HOLD the above granted easement and right of way, with the appurtenances thereof, unto the said Grantee, its successors and assigns at all times hereafter. And said Grantor covenants that Grantor will warrant said title.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant, agreement or representation not herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of January, 1946.
 Signed, sealed and delivered in the presence of:
 Chas. W. Skiles Cynthia P. Loughlin, (Att) (L.S.)

STATE OF NEW YORK, COUNTY OF NEW YORK, ss.:
 On the 7th day of January A. D. 1946, before me the subscriber, a Notary Public in and for the said State, residing in County of Queens personally appeared Cynthia P. Loughlin and in due form of law acknowledged the above instrument to be her act and deed and desired the same to be recorded as such:
 Witness my hand and Notarial seal the day and year aforesaid.

Joseph Degen, Notary Public, Queens County, Queens Co. Clk's No. 509, Reg. No. 15-D-7 Certificate filed in N. Y. Co. Clk's No. 2, Reg. No. 11-D-7 Bronx Co. Clk's No. 1, Reg. No. 12-D-7 Kings Co. Clk's No. 1, Reg. No. 12-D-7 Commission expires March 30, 1947

No. 79262

STATE OF NEW YORK, COUNTY OF NEW YORK, ss.:
 I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, -the same being Court of Records having by law a seal, DO HEREBY CERTIFY, that Joseph Degen, whose name is subscribed to the annexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's office of the County of New York a certificate of his appointment and qualification as a Notary Public for the County of Queens with his autograph signature; that as such Notary Public he was duly authorized by the laws of the State of New York to protest notes, to take and certify depositions, to administer oaths and affirmations, to take affidavits and certify the acknowledgment or proof of deeds and other written instruments, to take acknowledgments and hereditaments, to be read in evidence or recorded in this State. And further, that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of such officer with his autograph signature filed in my office, and believe that the signature to the said annexed instrument is his.

ADS. 83117

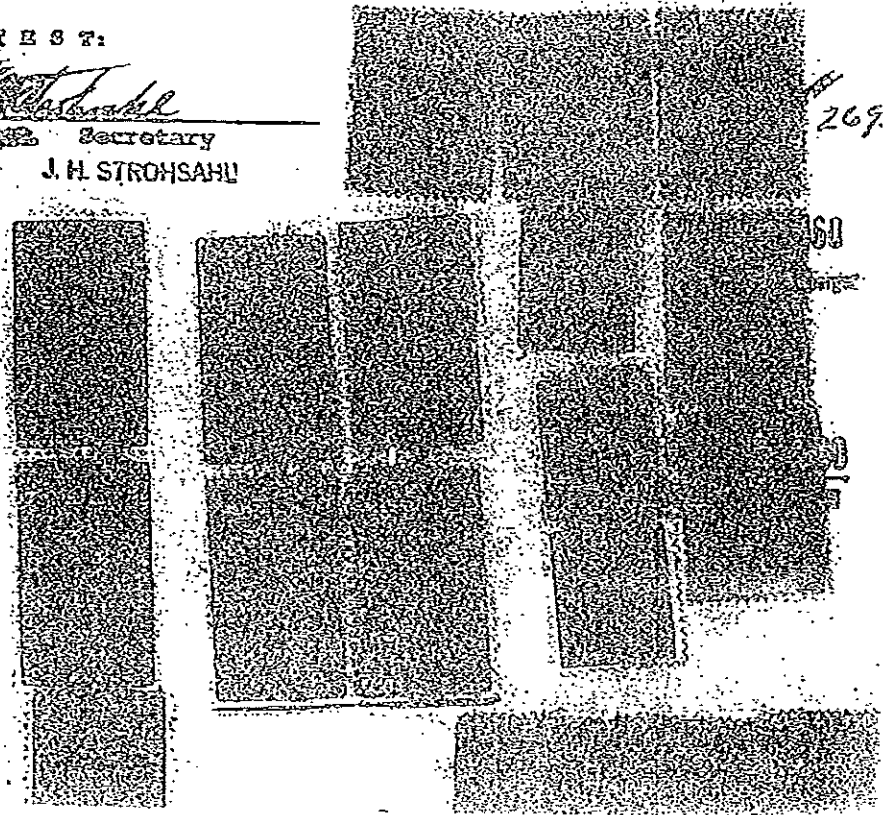
its successors and assigns, to warrant its title under said right-of-way grants unto MAGNOLIA PIPE LINE COMPANY, its successors and assigns, against the claims of any person claiming by, through or under it.

IN WITNESS WHEREOF, said SOCIETY MOBIL OIL COMPANY, INC., has caused these presents to be executed on its behalf by its proper officers and its corporate seal to be hereunto affixed, this 22nd day of NOVEMBER, 1959.

SOCIETY MOBIL OIL COMPANY, INC.

By D. B. Lambert
Vice President

SOCIETY MOBIL OIL COMPANY, INC.
SECRETARY
J. H. Strohsahl
Secretary
J. H. STROHSAHL



#10

W. 3718

The undersigned, owners of premises situate on the east side of Dilworth Road, in the Township of EAST BRANDYWINE, County of CHESTER, Commonwealth of PENNSYLVANIA, as described in Deed dated March 31, 1969, and recorded in Deed Book No. S-38, page 557 &c., for and in consideration of the sum of One Dollar (\$1.00), paid by PHILADELPHIA ELECTRIC COMPANY to the undersigned, the receipt whereof is hereby acknowledged, hereby grant to Philadelphia Electric Company its successors and assigns, the uninterrupted right, liberty and privilege to install, maintain, repair, renew, inspect, relocate and remove such aerial and underground electric facilities including wires, cables, ducts, poles, anchor guys, manholes, handholes, transformers, and appurtenances in, along, under and across said premises beginning at a point on the northwest side of a certain drive, said drive intersecting the east side of Dilworth Road, at a point approximately 3200 feet northwest of Howell Road (LR 1512H) and extending thence from said point of beginning in an easterly direction and paralleling the said northwest side of said drive for a distance of approximately 606 feet to a point on premises of the undersigned, as shall be necessary for the transmission and distribution of electricity.

Also the right to radiate from said electric facilities for the purpose of providing electric service for light, heat and power to the other residences, premises and users in the vicinity.

The undersigned agree that no building or other permanent structures shall be erected over said underground electric facilities.

EXECUTED this 27th day of May A.D. 1969

In the presence of:
David B. [Signature]

Morris L. Dilworth (SEAL)
 MORRIS L. DILWORTH

Ethel L. Dilworth (SEAL)
 Ethel L. Dilworth

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF CHESTER

On this 27th day of May, 1969, before me, *David B. [Signature]* the undersigned officer, personally appeared *Morris L. Dilworth* & *Ethel L. Dilworth* his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

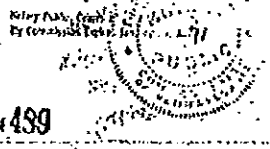
Jun 5 1 20 PM '69

RECORDED BY DEEDS
 CHESTER CO. PA.



"I hereby certify that the foregoing is a true and correct copy of the original as shown to me."
David B. [Signature]
 Rec in che. Co B
 in case DA BK
 of 104 of 489

David B. [Signature]
 Notary Public
 My Commission Expires



BOOK 184 PAGE 489

V-20160

In consideration of the payment of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the undersigned grant (s) unto PHILADELPHIA ELECTRIC COMPANY its successors and assigns, the right to erect, construct, install, use, inspect, maintain, repair, renew and remove one (1) pole and one (1) anchor

with guy wire and appurtenances in and upon the premises of the undersigned, Situate on the east side of Dilworth Road (7-109), the said pole to be located at a point approximately 24 1/2' south of a highway known as Jefferson Road and 19' east of the centerline of Dilworth Road (7-109), the said anchor and guy wire to extend from the aforementioned pole in an easterly direction to a point on premises of the undersigned located approximately 15' from the base of said pole

In the Township of East Marlborough County of Chester and Commonwealth of Pennsylvania; together with the right of ingress and egress for the purposes aforesaid. EXECUTED this 3rd day of June A. D. 1936

In the presence of:

L. D. White

Lawrence M. Dilworth (SEAL)
LAWRENCE M. DILWORTH

A. L. White

Martland L. Dilworth (SEAL)
MARTLAND L. DILWORTH

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CHESTER) SS:

On this, the 3rd day of June, 1936, before me, Frederick B. ... the undersigned officer, personally appeared Lawrence M. Dilworth and Martland L. Dilworth known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

RETURN TO

PHILADELPHIA ELECTRIC CO.
P. O. BOX 71
COATESVILLE, PA. 19320

Frederick B. ...
Notary Public

My Commission Expires April 1, 1937

6-1-36 248

Notary Public
State of Pennsylvania



1900
RIGHT OF WAY GRANT

FROM
 LAWRENCE H. SHIMMERT
 AND
 MARYLAND H. SHIMMERT
 TO
 Philadelphia Electric Company
 President East Pennsylvania Company
 Chester County
 Pennsylvania

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF)

On this, the _____ day of _____, 19____, before me,
 the undersigned officer, personally appeared _____,
 who acknowledged himself to be the _____
 President of _____ a corporation,
 and that he as such _____ President, being authorized to do so, executed the
 foregoing instrument for the purposes therein contained by signing the name of
 the corporation by himself as _____ President.

In witness whereof, I hereunto set my hand and official seal.

1396

Notary Public
 My Commission Expires: BNE961 249

#11

B-50

RIGHT OF WAY

File Number: 35-22575

THIS INDENTURE, made this 27 day of August A.D. 1994, between LAWRENCE M. DILMORTH and MARYLAND L. GILWORTH, (the "Grantor"), of the one part, and PECO ENERGY COMPANY, a Pennsylvania Corporation, (the "Company")

WHEREAS, the Grantor is the owner of premises situate on the south side of Jefferis Road, in the Township of East Brandywine, County of Chester, Commonwealth of Pennsylvania, as more particularly described in Deed dated December 1975, and recorded in the Office of the Recorder of Deeds, in the aforesaid County, in Deed Book D47, Page 197 su.,

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt whereof is hereby acknowledged, do(es) hereby grant to the Company, the full, free, and uninterrupted right, liberty, privilege and authority to locate, relocate, construct, erect, install, renew, replace, add to, operate and maintain on, over, under, along, across and within said premises such electric, gas and communication transmission and distribution facilities (the "facilities") as from time to time the Company, shall determine are necessary or proper to supply said premises and those adjacent thereto with electricity, gas and communication service, together with the right of ingress and egress across the premises and the right to trim and keep trimmed, cut down and remove, in a workmanlike manner, all trees, roots and branches of trees to the extent determined necessary by said Company, to provide sufficient clearance for the protection of the facilities; together with the right to attach said facilities to the buildings erected or to be erected on said premises.

PARCEL NUMBER: 30-2-84

BK380 | PG 1942

The aforesaid rights are granted under and subject to the following conditions:

(1) The Company may install and construct said facilities inside and within three (3) feet outside the right of way limits of all roads as now existing or as may be subsequently established within the premises, also the right to install outside said three (3) feet of said roads, such anchors and guy as may be necessary to stabilize any poles. In addition Company may also construct, install and maintain electric transformers, pads, enclosures, wires, cables and other appurtenances within an area not to exceed 15 feet of either side of all common lot lines and up to but not exceeding 15 feet outside of the right of way limits of any existing or future roads. The location of any other facilities to be constructed, installed and maintained by virtue of this agreement shall be shown and delineated on plans prepared by Company, copies of which will be in possession of the parties hereto having been approved by them, which approval shall not be unreasonably withheld or delayed;

(2) The final grades of all locations where the facilities are to be constructed on said premises are to be established by Grantor prior to the construction of said facilities;

(3) Grantor agrees(s) to establish and stake property lines as needed before said facilities are constructed;

(4) Grantor agrees(s) to reimburse the Company for any excess cost incurred due to changes deemed feasible in the opinion of Company and made in facilities constructed hereunder to accommodate Grantor in accordance with the then effective provisions of its tariff;

(5) Grantor agrees(s) to keep the area where underground facilities are located clear of trees, shrubs, buildings or any other permanent structure which could, in the opinion of Company, interfere with the construction, maintenance or use of the said facilities as provide for under the terms of this agreement;

(6) Grantor agrees(s) that the initial exercise of any of the powers and rights herein granted shall not be construed as limiting Grantor's rights and privileges hereunder;

(7) Any utility easement shown on the developers' recorded plan shall not be construed as limiting the Grantor's right hereunder.


(8) Grantor reserves the right to approve plans as set forth in Paragraph (1) herein on all lots sold out of the herein described premises until all such facilities initially required to provide service to the premises have been installed.

The conditions herein contained shall enure to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor to these presents has hereunto set its hand and seal. Dated the day and year first above written.

EXECUTED THIS 24th DAY OF August A.D. 1994.

WITNESS:



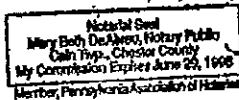
William A. [unclear]

Deceased
LAWRENCE M. DILWORTH (SEAL)
Maryland L. Dilworth
MARYLAND L. DILWORTH (SEAL)
Spouse

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Chester

On this, the 24th day of August, 1994, before me, a Notary Public, personally appeared Lawrence M. Dilworth and Maryland L. Dilworth, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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


Notarial Seal
Mary Beth DeArno, Notary Public
Cain Twp., Chester County
My Commission Expires June 29, 1998
Member, Pennsylvania Association of Notaries

Mary Beth DeArno

NOTARY PUBLIC
My Commission Expires: June 29, 1998

BK380 | PG1944

UNOFFICIAL COPY



DATE: 06/26/1994 TIME: 10:29A INST NO: 63001

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO	TYPE	AMOUNT	DESC
64902	1	13.00	MISC
	1	8.00	REG FEE
	1	8.00	LRC FEE
	1	8.00	ST FEE
	1	8.50	UNIT TAX



BK3801 Pg 1945

#12
13-001
02-00



7524

92
110037

OFFICIAL USE			
Agricultural Use <input checked="" type="checkbox"/>	Forest Reserve <input type="checkbox"/>	Agricultural Reserve <input type="checkbox"/>	Disappraised <input type="checkbox"/>
Assessment Office		Date 4/25/96	
Record Book	Page	Date	

County of Chester, Pennsylvania

APPLICATION FOR USE VALUE ASSESSMENT OF LAND FOR REAL ESTATE TAX PURPOSES UNDER ACT 319 OF 1974 - "CLEAN AND GREEN"

1. This application must be completed and executed by all the simple owners of the property (or which application is being made. Should the property be titled in the name of a corporation, the application must be executed by the individual authorized by corporation resolution to do so. Should the property be titled to an entity other than a corporation, the application must be executed by an individual duly authorized to act on behalf of that entity. A copy of the appropriate corporate resolution or authorization must be attached to this application.
2. All signatures on this application must be notarized.
3. This application may be filed in person or by mail at the Chester County Assessment Office, 235 W. Market Street, Suite 200, West Chester, Pennsylvania 19382-2914. Any questions regarding the proper completion of the application are to be directed to the Assessment Office at the above address or by calling (610) 344-6105.
4. Act 319 of 1974, as amended, requires that this application be POSTMARKED by June 1st in order to be effective for the calendar tax year commencing the following January 1st. There is an open enrollment period each tax year between March 1 and June 1.
5. A processing fee (\$36.50) and a recording fee (\$13.50) must be remitted with this application. Attach one check in the amount of \$50.00, payable to the "TREASURER OF CHESTER COUNTY." NOTE: A SEPARATE APPLICATION IS REQUIRED FOR EACH DERIVED PARCEL.

Qualification for enrollment of your property into the Act 319 preferential assessment program is determined by meeting the minimum requirements established for any one of three land use categories: Agricultural Use, Agricultural Reserve, or Forest Reserve. The specific eligibility requirements are contained on the Commonwealth of Pennsylvania, Department of Agriculture form number AAO-86 and Chester County's Act 319 policy brochure. The eligibility of this parcel will be determined, utilizing your responses to the questions contained on the reverse side of this application. ALL QUESTIONS MUST BE ANSWERED. You may attach separate explanatory sheets should you feel your responses require additional detail.

This application complies with the uniform standards developed for preferential assessment applications by the Commonwealth of Pennsylvania, Department of Agriculture on form AAO-82 - May, 1975.

PARCEL NUMBER (S):	• 30	-	2	-	58	ACREAGE:	10.982
						ACRAGE:	
PROPERTY LOCATION:	Dilworth Road						
	East Brandywine Township						
	Municipality (Name of City, Borough, or Township)						
OWNER'S NAME(S):	Dilworth		Maryland		L.		
	Last		First		Initial		
	Last		First		Initial		
(Other than individuals, use first line only for entity or corporation name, second for name of authorized individual.)							
MAILING ADDRESS:	479		Dilworth Road				
	Number		Street		PA		19335
	Downtown		City		State		ZIP
TELEPHONE NUMBER:			(610) 269-3629		Home Number		
	Daytime Number						

BK4432PG0165

Answer all questions!

			N/A	Yes	No				N/A	Yes	No
1.	Is this parcel 10 contiguous acres or more in size?			<input checked="" type="checkbox"/>	<input type="checkbox"/>	7.	If this parcel is found <i>not eligible under Agricultural Use or Forest Reserve</i> , do you want it considered under Agricultural Reserve Land when you understand that this category requires that the land be non-commercial, open to the public for recreation at no charge or fee, and with no discrimination against any person using the land?			<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Does this application represent the total acres in the parcel?			<input checked="" type="checkbox"/>	<input type="checkbox"/>		If your answer is "yes" to Question 7, do you agree to these stated conditions?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	If this parcel is <i>less than 10 acres</i> , can you verify that the land is now devoted to Agricultural Use and that the land will be used to generate \$2,000 annual gross income? (Proof will be required.)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.	Do you understand that if this application is approved, it will remain in effect continuously until the land owner changes the agricultural use from the approved category? At that time a roll-back tax, plus interest, must be paid for a period not to exceed seven (7) years.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	If this parcel has open tillable land, is it now devoted to Agricultural Use, and has it been so for the preceding three years?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9.	Please check each that applies:				
5.	If this parcel has Forest Land, is the land stocked with trees of any size, and is it capable of producing wood products in excess of 25 cubic feet per acre each year?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Do you have an approved Conservation plan?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.	Do you or anyone else currently conduct a non-agricultural commercial business on this land parcel that exceeds two acres? If the answer is "yes", list or describe those activities below: _____ _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	B.	Is this parcel now approved under Act 515?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
						C.	Do you lease any minerals on this parcel? Inactive _____ Active _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
						D.	Is this parcel located next to environmentally significant areas such as parks, historic areas, lakes, etc? Located across street fm Brandywine Community Park		<input checked="" type="checkbox"/>	<input type="checkbox"/>	

The applicant for preferential assessment hereby agrees, if his/her application is approved for preferential assessment, to submit 30 days notice to the county assessor of a proposed change in use of the land, a split-off of a portion of the land, or a conveyance of the land. The undersigned declares that this application, including all accompanying schedules and statements, has been examined by him/her, and to the best of his/her knowledge and belief is true and correct.

_____ Signature	_____ Date	<u>Maryland L. Dilworth</u> Signature	<u>5/21/98</u> Date
_____ Signature	_____ Date	<u>Maryland L. Dilworth</u> Signature	_____ Date

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : SS.

On this, the 21st day of May, 19 98, before me, a Notary Public, the herein signed, did personally appear Maryland L. Dilworth known to me (or satisfactorily proven) to be the person whose name is subscribed and executed the same for the purposes therein contained.

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

Notarial Seal
Kathleen A. Davis, Notary Public
West Chester Bldg, Chester County
My Commission Expires July 3, 1998
Member, Pennsylvania Association of Notaries

Notary Public: Kathleen A. Davis

**RENEGOTIATION OF ACT 515 CONTRACT
AND COVENANT PURSUANT TO ACT 319**

OWNER: Maryland L. Dilworth
RE: Tax Map Parcel No.: 30-2-58
RECORDER OF DEEDS REFERENCE: 3984 PG 2153
LAND COVENANT DOCKET NO.: 27-1990

1. The undersigned Owner(s), or their predecessors in title, and the County of Chester have heretofore entered into a Contract and Covenant under the provisions of the Act of January 13, 1966, P.L. (1965) 1292, as amended, 16 P.S. § 11941, et seq., which Contract and Covenant is dated 7/27, 1995, and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, and in the Land Covenant Docket in the Office of the Prothonotary as set forth above.

2. Intending to be legally bound and for the mutual promises contained therein, the undersigned Owner now desires to and hereby does renegotiate the Act 515 Contract and Covenant and the County of Chester hereby agrees and does so renegotiate. Both parties to this renegotiation agree to modify and amend the existing Act 515 Contract and Covenant to conform to and to include all terms and conditions of Act 319 (72 P.S. § 5490.01 to 5409.13), and to incorporate in this Agreement and future amendments to Act 319.

3. Owner agrees that "roll-back taxes" set forth in Act 319, shall include "liquidated damages" set forth in Act 515. The roll-back taxes and liquidated damages shall be paid either for: (a) a period not to exceed the seven (7) year period provided in Act 319; or (b) the period of time Owner's Act 515 Contract and Covenant was in effect, plus the period of time Owner received Act 319 preferential assessment, not to exceed a period of seven (7) years (i.e. by renegotiation Owner agrees he shall not avoid Act 515 liquidated damages if he no longer is entitled to Act 319 preferential assessment prior to the expiration of seven (7) years.

4. Owner acknowledges receipt of a copy of Act 319 prior to the execution of this Agreement.

APPROVED BY THE COUNTY OF CHESTER

BY: [Signature]
County Solicitor

Maryland L. Dilworth
Owner: Maryland L. Dilworth

Owner

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : SS.

On this, the 27th day of July, 1998, before me, a Notary Public, the herein signed, did personally appear Maryland L. Dilworth known to me (or satisfactorily proven) to be the person whose name is subscribed and executed the same for the purposes therein contained.

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

Notarial Seal
Kathleen A. Davis, Notary Public
West Chester Boro, Chester County
My Commission Expires July 3, 1998

Notary Public: [Signature]
My Commission Expires:
(SEAL)

UNOFFICIAL
COPY



DATE: 10/07/1998 TIME: 09:17A INST NO.: 74843

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 034521 TYPE DOC : MISC
REC FEE : 13.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50
DATE: 10/07/1998 TIME: 09:17A INST NO.:

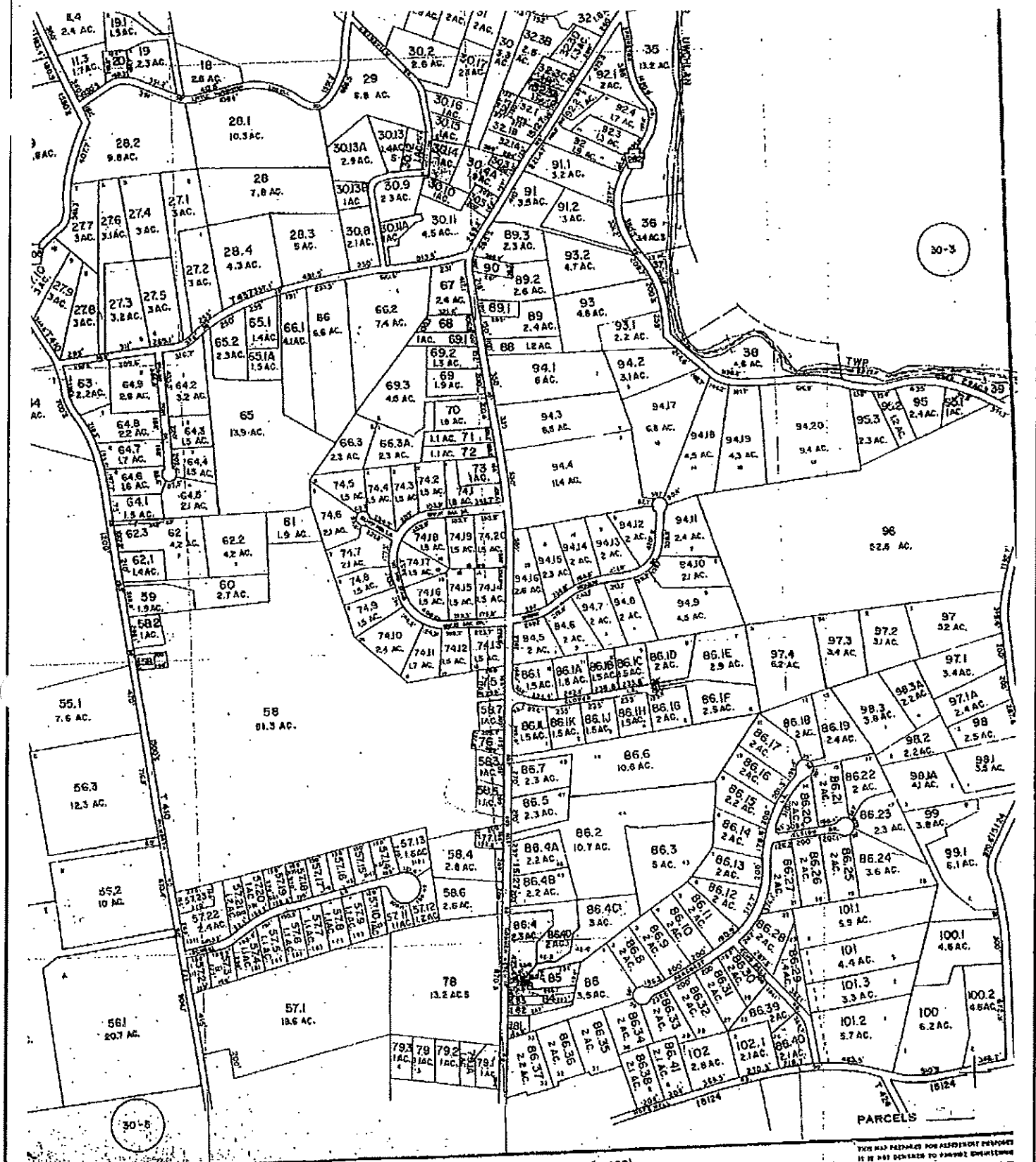
CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 034521 TYPE DOC : CO REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00
DATE: 10/07/1998 TIME: 09:17A INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 034521 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

BK4432PG0168



COUNTY TAX MAP

211

Fidelity National Title Insurance Company

Commitment Number: 12PA4539X

SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this report.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Public and private rights in and to that portion of the premises lying in the beds of Dilworth Road (T-410) and Corner Ketch-Lyndell Road (L.R. 15127) (S.R. 4037).
7. Rights granted to Philadelphia Electric Company and The Bell Telephone Company of Pennsylvania as more particularly set forth in Misc. Deed Book 68 page 73.
8. Rights and conditions as set forth in Deed Book S-24 page 76.
9. Rights granted to Socony-Vacuum Oil Company, Incorporated, as more particularly set forth in Misc. Deed Book 83 page 117; Assignment of same to Magnolia Pipe Line Company as set forth in Misc. Deed Book 128 page 400.
10. Rights granted to Philadelphia Electric Company as more particularly set forth in Misc. Deed Book 184 page 489 and Record Book 961 page 248.
11. Rights granted to PECO Energy Company as more particularly set forth in Record Book 3801 page 1942.

Fidelity National Title Insurance Company

Commitment Number: 12PA4539X

SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

12. Contract and Covenant (under Act 319) as set forth in Record Book 4265 page 736 and any penalties incurred by reason of breach of same.
13. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth on Plan File #13854.

#7

RIGHT OF WAY
ISAAC T. HALL ET UX
TO
THE BELL TEL. CO OF PA.
& PHILA ELECTRIC COMPANY

BE IT KNOWN that for and in consideration of the payment
by The Bell Telephone Company of Pennsylvania and Philadelphia Electric
Company to the undersigned of the sum of One Dollar (\$1.00) and for other
good and valuable considerations, the receipt whereof is hereby acknowledged
the said Companies their successors and assigns, are hereby granted by the
undersigned the uninterrupted right, liberty and privilege to erect,
operate and maintain, as their respective corporate rights may require

from time to time, such facilities including poles, wires, cables, anchor guys and appurtenances immediately
inside the legal right of way limits of a public highway known as Road Leading from Little Washington Lyndell
Rd. Towards Guthrieville on the west side thereof, as now existing or as may be subsequently established
abutting the premises of the undersigned (part of the aforesaid facilities such as wires, cross arms and
appurtenances overhanging the said premises immediately adjacent thereto) located at a point approximately
600 feet south from intersecting highway known as Little Washington-Lyndell Rd and extending south for a dist
ance of approximately 2600 feet, bounded on the north by lands now or late of Clarence Cook and on the south
by lands now or late of Jacob Vance in the Township of East Brandywine County of Chester, State of Pennsylvania
And also the further right and privilege to erect install, operate and maintain such facilities including
underground conduits, cables, manholes, gas mains, gas service pipes and appurtenances solely within the
legal right of way limits of said Road leading from Little Washington Lyndell Rd. Towards Guthrieville
abutting the above described premises, as shall be necessary for the purpose of transmitting and distributing
adequate and sufficient electric light, heat, power, gas, telephone or telegraph service to the various
residence premises and other users in the vicinity, including the right of ingress and egress to inspect,
renew, or remove the said poles, wires, cables, anchor guys, underground conduits, manholes, gas mains, gas
service pipes and appurtenances, and the right to trim and keep trimmed in a workmanlike manner, all trees
to provide proper clearance for the safety of operation of the aforesaid facilities as from time to time the
aforesaid Companies shall deem requisite or proper for the purposes aforesaid, as well as the further right
to permit others to use the poles erected under this grant in order to extend telephone and telegraph service.

21420

Executed this 28th day of April A. D. 1937.
Witness: T. M. Evans : \$0.05 :
Witness: Thomas B. Keyes : Penna :
: Stamp :
:

Isaac T. Hall (SEAL)
Alice M. Hall (SEAL)

I hereby certify the actual consideration was \$ 1.00 and mutual advantages and benefits.
T. M. Evans

State of Pennsylvania, County of Chester, SS:-

on this 28th day of April A. D. 1937, before me, the subscriber, a Notary Public residing in East
Whiteland Twp. personally appeared the above named Isaac T. Hall and Alice M. Hall, his wife, and in due form
of law acknowledged the foregoing Grant to be their act and deed and desired the same might be recorded as such
Witness my hand and Notarial seal the day and year first aforesaid.

Thomas B. Keyes, Justice of the Peace
East Whiteland Twp., Chester Co., Pa. : OFFICIAL :
My commission expires 1st Mon. in Jan. : SEAL :
.....
1942

Transcribed by: King
Compared by: KAUFMAN LONGACRE
Recorded June 8, 1937.

64

MDB. 68/73.

#8

DEED

DALLAS PRATT
TO
MORRIS L. DILWORTH

This Indenture, Made the eighteenth day

November in the year of our Lord one thousand nine hundred and fifty
BETWEEN Dallas Pratt, Singleman of East Brandywine Township, Chester
County, Pennsylvania, party of the first part, AND Morris L. Dilworth,
of East Brandywine Township, Chester County, Pennsylvania, party

of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar
lawful money of the United States of America, well and truly paid by the said party of the second part to the said party
of the first part, and before the calling and delivery of these presents, the receipt whereof is hereby acknowledged, he
said, offered, exhibited, accepted and confirmed, and by these presents, he
unto the said party of the second part, his
Here and assigns.

345173
D.L.

All that certain messuage, plantation and tract of land situated in the Township of East Brandywine,
County of Chester and State of Pennsylvania, bounded and described as follows:-

Beginning at a post a corner, now or late of David Harris' land, thence by land, now or late of Mordecai
Laykin and Samuel Harrison's, North eighty nine and a half degrees East one hundred and thirty two perches
and three tenths to a stake in a public road, thence by land, now or late of the said Samuel Harrison, North
fifty degree East nine perches and five tenths to a stake, thence by land now or late of Ezra Wilson the
three following courses and distances, South two degrees West seventy four perches and five tenths to a stake
South eighty eight degrees and a half East thirty two perches to a stake, south three degrees and a half West
two perches, to a stake, thence by land, now or late of John Rea and Samuel Harrison, North eighty eight
degrees and a half West seventy seven perches and six tenths to a stake, thence by land, now or late of
Samuel Harrison and John Rea, South three degrees and a half East eighty eight perches and six tenths to a
stake, thence by land, now or late of John Christian, South eighty eight degrees and three quarters West nine
ty perches and five tenths to a stake, thence by land, now or late of David Harris, North one degree and a
half West one hundred and fifty six perches and six tenths to the place of beginning.

Containing one hundred and eight acres and twenty five perches of land, be the same or less.
Being the same premises which Charles H. Elston, et ux by deed dated June 28th, 1941, and recorded in
the Recorder of Deeds Office of Chester County, in Deed Book T 20, Volume 491, Page 261, granted and conveyed
unto the party of the first part hereto in fee,

Under And Subject to a certain right of way granted by Isaac H. Ball, et ux, to the Bell Telephone Company
of Pennsylvania and the Philadelphia Electric Company, dated April 20th, 1947, and recorded in Miscellaneous
Book No. 69, Page 7350. All that certain messuage and tract of land, situate in East Brandywine
Township, Chester County and State of Pennsylvania, bounded and described as
follows, to wit:

Beginning at the northeast corner thereof, a point at a Walnut tree, on line of land of Clarence Cook,
and being located a distance of 930.5 feet toward from a post marking the north west corner of land of which
these premises were a part, thence by land of Clarence Cook crossing the State Highway from Outhersville to
Lynell, and along to another public road, by land of William D. Marshall, respectively, south eighty six
degrees and thirty five minutes east six hundred and thirty nine and four tenths (639.4) feet to a spike in
the said road; thence by land of the grantor of which these premises were a part, about to be conveyed to M.
L. Dilworth, south nine degrees and fifty minutes West, three hundred and twenty two and five tenths (322.5)
feet to a stake; thence by the same, south eighty one degrees and thirty minutes west, two hundred and twenty
nine and five tenths (229.5) feet to a spike in the State Highway leading from Outhersville to Lynell; thence
along in the same the following three courses, South nineteen degrees and fifty minutes East, one hundred
and eight (108) feet to a point at the end of a lane leading to buildings on these premises; thence south
eleven degrees and fifty minutes east, one hundred and thirty five (135) feet to a point in said Highway;
thence south one degree and forty minutes West, one hundred and eighty six (186) feet to a point in said
Highway; thence leaving the Highway by land of one same, North five degrees and ten minutes West, one hundred
and sixty five (165) feet to a point at the northeast corner of a shed; thence still by land to be conveyed
to M. L. Dilworth, north twenty one degrees and fifteen minutes East, four hundred and forty eight and six
tenths (448.6) feet to the place of beginning.

Containing ten and thirty five hundredths acres (10.354)
The party of the first part, hereby grants, to the party of the second part, his heirs and assigns, a
right of way over and across the present driveway leading from the Lynell Outhersville Road to the barn located
on the premises hereby acquired by the party of the second part, so long as the barn and right of way shall be
used as at present.

xi North sixty two degrees and twenty minutes West six hundred and sixty eight (668) feet to a stake; thence
by the same,

11
1951

S24/76

34383

Line No. 88.

RIGHT OF WAY

SYRACUSE P. DOBBLIN, ATTY IN FACT

THIS INSTRUMENT WITNESSETH, that Dallas Pratt, single man, by his Attorney in Fact, Cynthia P. Loughlin of 6 East 69th Street - New York City, hereinafter called Grantor, for and in consideration of the sum of NINETY (\$90.00) Dollars, the receipt of which is hereby acknowledged, does hereby grant and release unto SOCONY-VACUUM OIL COMPANY, INCORPORATED, a New York Corporation having its principal office at 26 Broadway, New York, N. Y., hereinafter called Grantee, a right of way over, under and through my lands in the Township of East Brandywine, County of Chester, State of Pennsylvania, bounded and described as follows:

On the North by lands of Clarence Cook and Marshall Probst
On the East by lands of Moore Property - Morris Dilworth
On the South by lands of P. L. Dobson
On the West by lands of G. B. Spahn

containing his acres, more or less, for the purpose, from time to time, of constructing at the location designated by Grantee herein, and maintaining and operating one or more lines of pipe with such valves and fittings as may be necessary or convenient, for the transportation of petroleum, gas and petroleum products and, from time to time, altering, enlarging, replacing, repairing and removing the same, with free ingress and egress for all of the above purpose, including the right to cut and fell any brush or trees along the line of construction.

The Grantor herein reserves the right to fully use and enjoy the said premises except for the purposes heretofore granted, and the Grantee hereby agrees to pay any damages which may arise to crops or fences from the laying, maintaining, operating or removing of said pipe lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, his heirs or assigns; one by the said Grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

Should it be that one pipe line be laid under this grant, a sum equal to One Dollar per lineal rod of pipe crossing the property above described shall be paid for each additional line so laid, as well as the damages, as above provided, and all pipe lines laid under this grant shall be buried to a sufficient depth so as not to interfere with the cultivation of the soil.

TO HAVE AND TO HOLD the above granted easement and right of way, with the appurtenances thereof, unto it the said Grantee, its successors and assigns at all times hereafter. And said Grantor covenants that he will warrant said title.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant, agreement or representation not herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of January, 1946.

Signed, sealed and delivered in the presence of:
Chas. W. Scine Cynthia P. Loughlin, (Att) (L.S.)

STATE OF NEW YORK, COUNTY OF NEW YORK, ss.:
On the 7th day of January A. D. 1946, before me the subscriber, a Notary Public in and for the said State, residing in County of Queens personally appeared Cynthia P. Loughlin and in due form of law acknowledged to be her act and deed and desired the same to be recorded as such:
Witness my hand and Notarial seal the day and year aforesaid.

Joseph Degen, Notary Public, Queens County, Queens Co. Clk's No. 509, Reg. No. 15-D-7 Certificates filed in N. Y. Co. Clk's No. 9, Reg. No. 11-D-7 Bronx Co. Clk's No. 1, Reg. No. 12-D-7 Kings Co. Clk's No. 1, Reg. No. 12-D-7 Commission expires March 30, 1947

No. 79262

STATE OF NEW YORK, COUNTY OF NEW YORK, ss.:
I, ARCHIBALD R. WARSON, County Clerk and Clerk of the Supreme Court, New York County, the same being Court of Record having by law a seal, DO HEREBY CERTIFY, that Joseph Degen whose name is subscribed to the annexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's office of the County of New York a certificate of his appointment and qualification as a Notary Public for the County of Queens with his autograph signature; that as such Notary Public he was duly authorized by the laws of the State of New York to protest notes, to take and certify depositions, to administer oaths and affidavits, to take affidavits and certify the acknowledgment or proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this State. And further, that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of such officer with his autograph signature filed in my office, and believe that the signature to the said annexed instrument is genuine.

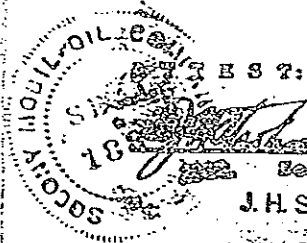
MDb. 83/117

its successors and assigns, to warrant its title under said right-of-way grants unto MAGNOLIA PIPE LINE COMPANY, its successors and assigns, against the claims of any person claiming by, through or under it.

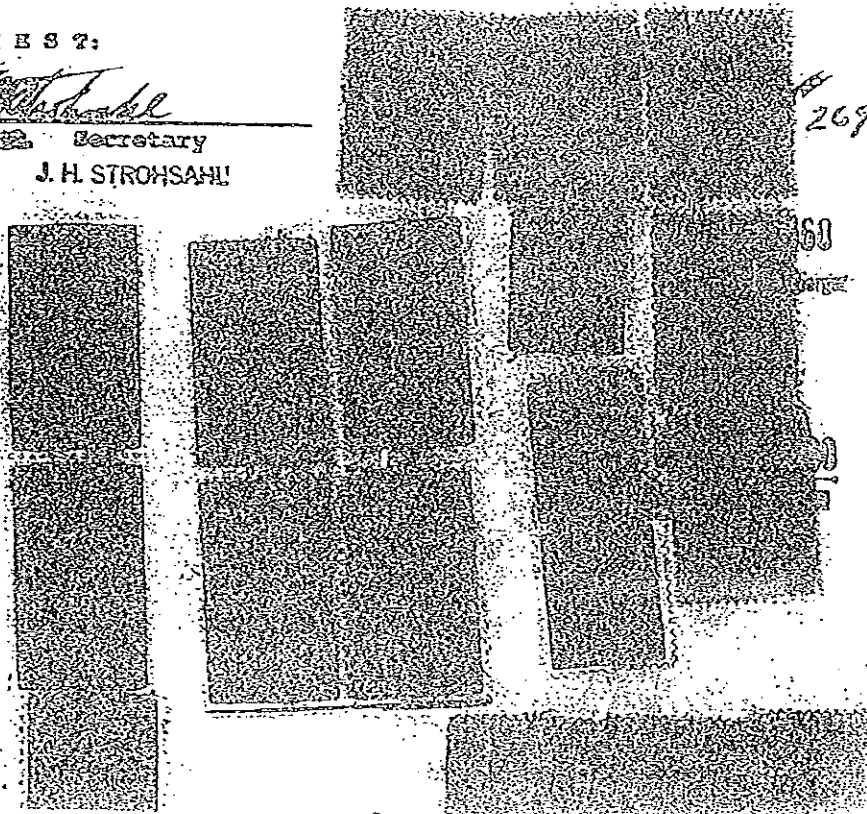
IN WITNESS WHEREOF, said SOCONY MOBIL OIL COMPANY, INC., has caused these presents to be executed on its behalf by its proper officers and its corporate seal to be hereunto affixed, this 18th day of NOVEMBER, 1959.

SOCONY MOBIL OIL COMPANY, INC.

BY D. B. Lammert
Vice President



Secretary
J. H. STROHSAM



#10

W137B

The undersigned, owners of premises situate on the east side of Dilworth Road, in the Township of EAST BRANDYWINE, County of CHESTER, Commonwealth of PENNSYLVANIA, as described in Deed dated March 31, 1969, and recorded in Deed Book No. S-38, page 557 &c., for and in consideration of the sum of One Dollar (\$1.00), paid by PHILADELPHIA ELECTRIC COMPANY to the undersigned, the receipt whereof is hereby acknowledged, hereby grant to Philadelphia Electric Company its successors and assigns, the uninterrupted right, liberty and privilege to install, maintain, repair, renew, inspect, relocate and remove such aerial and underground electric facilities including wires, cables, ducts, poles, anchor guys, manholes, handholes, transformers, and appurtenances in, along, under and across, said premises. Beginning at a point on the northwest side of a certain drive, said drive intersecting the east side of Dilworth Road, at a point approximately 3200 feet northwest of Howell Road (LR 15124) and extending thence from said point of beginning in an easterly direction and paralleling the said northwest side of said drive for a distance of approximately 606 feet to a point on premises of the undersigned, as shall be necessary for the transmission and distribution of electricity.

Also the right to radiate from said electric facilities for the purpose of providing electric service for light, heat and power to the other residences, premises and users in the vicinity.

The undersigned agree that no building or other permanent structures shall be erected over said underground electric facilities.

EXECUTED this 27th day of May A.D. 1969

In the presence of:
David P. ... Morris L. Dilworth (SEAL)
Ethel L. Dilworth (SEAL)
 Ethel L. Dilworth

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF CHESTER
 On this 27th day of May, 1969, before me,
 a Notary Public, the undersigned officer, personally appeared
 Morris L. Dilworth, & Ethel L. Dilworth, his wife,
 known to me (or satisfactorily proven) to be the persons whose
 names are subscribed to the within instrument, and acknowledged
 that they executed the same for the purposes therein contained.
 In witness whereof, I hereunto set my hand and official seal.

JUN 5 1 20 PM '69

RECORDED BY DEEDS
 CHESTER CO. PA.



As being duly paid the sum
 and commission of
 \$2.00
 Rec in Ches. Co Pa
 in this 28th day
 of May 1969

David P. ...
 Notary Public
 My Commission Expires
 May 28, 1971
 BOOK 184 PAGE 489

V-20180

In consideration of the payment of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the undersigned grant (s) unto PHILADELPHIA ELECTRIC COMPANY its successors and assigns, the right to erect, construct, install, use, inspect, maintain, repair, renew and remove one (1) pole and one (1) anchor

with guy wire and appurtenances in and upon the premises of the undersigned, situate on the east side of Dilworth Road (T-409), the said pole to located at a point approximately 2425' south of a highway known as Jefferies Road and 19' east of the centerline of Dilworth Road (T-409), the said anchor and guy wire to extend from the aforementioned pole in an easterly direction to a point on premises of the undersigned located approximately 15' from the base of said pole

In the Township of EAST BRANDWINE County of CHESTER and Commonwealth of Pennsylvania, together with the right of ingress and egress for the purposes aforesaid. EXECUTED this 3rd day of June A. D. 1936

In the presence of

Two witnesses: Lawrence M. Dilworth (SEAL) and Maryland L. Dilworth (SEAL)

COMMONWEALTH OF PENNSYLVANIA } COUNTY OF CHESTER } SS.

On this, the 3rd day of June, 1936, before me, the undersigned officer, personally appeared LAWRENCE M. DILWORTH AND MARYLAND L. DILWORTH known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal. Notary Public, Chester County, My Commission Expires April 1, 1938. RETURN TO PHILADELPHIA ELECTRIC CO. P. O. BOX 71 COATESVILLE, PA. 19320

622361 248

Joseph A. [illegible]
Notary Public
County of [illegible]



RECORDED IN BOOK NO. 11
PAGE 174004

1-2018

RIGHT OF WAY GRANT

FROM
LAWRENCE H. DIMONTE
and
KAYLIND L. DIMONTE
TO
Philadelphia Electric Company

Provision: East Branch of the Schuylkill River
County, Pennsylvania

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF)

On this, the day of 19 before me,
 the undersigned officer, personally appeared ,
 who acknowledged himself to be the ,
 President of a corporation,
and that he as such President, being authorized to do so, executed the
foregoing instrument for the purposes therein contained by signing the name of
the corporation by himself as President.

JAC

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: 01/06/18 249

RIGHT OF WAY

File Number: 35-22575

THIS INDENTURE, made this *24* day of *August* A.D. 1994, between LAWRENCE M. DILWORTH and MARYLAND L. DILWORTH, (the "Grantor"), of the one part, and PECO ENERGY COMPANY, a Pennsylvania Corporation, (the "Company")

WHEREAS, The Grantor is the owner of premises situate on the south side of Jefferly Road, in the Township of East Brandywine, County of Chester, Commonwealth of Pennsylvania, as more particularly described in Deed dated December 1975, and recorded in the Office of the Recorder of Deeds, in the aforesaid County, in Deed Book D47, Page 197 &c.,

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt whereof is hereby acknowledged, do(es) hereby grant to the Company, the full, free, and uninterrupted right, liberty, privilege and authority to locate, relocate, construct, erect, install, renew, replace, add to, operate and maintain on, over, under, along, across and within said premises such electric, gas and communication transmission and distribution facilities (the "facilities") as from time to time the Company, shall determine are necessary or proper to supply said premises and those adjacent thereto with electricity, gas and communication service, together with the right of ingress and egress across the premises and the right to trim and keep trimmed, cut down and remove, in a workmanlike manner, all trees, roots and branches of trees to the extent determined necessary by said Company, to provide sufficient clearance for the protection of the facilities; together with the right to attach said facilities to the buildings erected or to be erected on said premises.

PARCEL NUMBER: 30-2-64

BK 380 | PG 1942

The aforesaid rights are granted under and subject to the following conditions:

(1) The Company may install and construct said facilities inside and within three (3) feet outside the right of way limits of all roads as now existing or as may be subsequently established within the premises, also the right to install outside said three (3) feet of said roads, such anchors and guy as may be necessary to stabilize any poles. In addition Company may also construct, install and maintain electric transformers, pads, enclosures, wires, cables and other appurtenances within an area not to exceed 15 feet of either side of all common lot lines and up to but not exceeding 15 feet outside of the right of way limits of any existing or future roads. The location of any other facilities to be constructed, installed and maintained by virtue of this agreement shall be shown and delineated on plans prepared by Company, copies of which will be in possession of the parties hereto having been approved by them, which approval shall not be unreasonably withheld or delayed;

(2) The final grades of all locations where the facilities are to be constructed on said premises are to be established by Grantor prior to the construction of said facilities;

(3) Grantor agrees(s) to establish and stake property lines as needed before said facilities are constructed;

(4) Grantor agrees(s) to reimburse the Company for any excess cost incurred due to changes deemed feasible in the opinion of Company and made in facilities constructed hereunder to accommodate Grantor in accordance with the then effective provisions of its tariff;

(5) Grantor agrees(s) to keep the area where underground facilities are located clear of trees, shrubs, buildings or any other permanent structure which could, in the opinion of Company, interfere with the construction, maintenance or use of the said facilities as provide for under the terms of this agreement;

(6) Grantor agrees(s) that the initial exercise of any of the powers and rights herein granted shall not be construed as limiting Grantee's rights and privileges hereunder;

(7) Any utility easement shown on the developers' recorded plan shall not be construed as limiting the Grantee's right hereunder.

(8) Grantor reserves the right to approve plans as set forth in Paragraph (1) herein on all lots sold out of the herein described premises until all such facilities initially required to provide service to the premises have been installed.

The conditions herein contained shall enure to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor to these presents has hereunto set its hand and seal. Dated the day and year first above written.

EXECUTED THIS 24th DAY OF August A.D. 1994.

WITNESS:

[Signature]
William A. [Signature]

Deceased (SEAL)
LAWRENCE M. DILWORTH
Maryland L. Dilworth (SEAL)
MARYLAND L. DILWORTH
Esquire

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Chester

On this, the 24th day of August, 1994, before me, a Notary Public, personally appeared Lawrence M. Dilworth and Maryland L. Dilworth, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

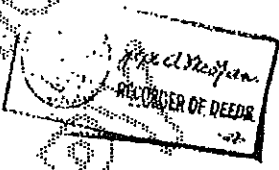
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notarial Seal
Mary Beth DeAbreu, Notary Public
Cain Twp., Chester County
My Commission Expires June 29, 1998
Member, Pennsylvania Association of Notaries

Mary Beth DeAbreu
NOTARY PUBLIC
My Commission Expires: June 29, 1998

BK3801 PG1944

UNOFFICIAL COPY



DATE: 06/26/1994 TIME: 10:59A INST NO.: 43401

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO :	049202	TYPE DOC :	HISC
REC FEE	1		13.00
LDC RTT	1		0.00
ST RTT	1		0.00
WRIT TAX	1		0.50



BK3801PG1945

#12



County of Chester, Pennsylvania

1847

OFFICIAL USE			
Agricultural Use	<input checked="" type="checkbox"/>	Agricultural Reserve	<input type="checkbox"/>
Forest Reserve	<input type="checkbox"/>	Disapproved	<input type="checkbox"/>
Assessment Office		Date	
Recorded	Record Book	Page	Date

APPLICATION FOR USE VALUE ASSESSMENT OF LAND FOR REAL ESTATE TAX PURPOSES UNDER ACT 319 OF 1974 - "CLEAN AND GREEN"

1. This application must be completed and executed by all fee simple owners of the property for which application is being made. Should the property be titled in the name of a corporation, the application must be executed by the individual authorized by corporation resolution to do so. Should the property be titled to an entity other than a corporation, the application must be executed by an individual duly authorized to act on behalf of that entity. A copy of the appropriate corporate resolution or authorization must be attached to this application.
2. All signatures on this application must be notarized.
3. This application may be filed in person or by mail at the Chester County Assessment Office, 235 W. Market Street, Suite 200, West Chester, Pennsylvania 19382-2914. Any questions regarding the proper completion of the application are to be directed to the Assessment Office at the above address or by calling (610) 344-6105.
4. Act 319 of 1974, as amended, requires that this application be POSTMARKED by June 1st in order to be effective for the calendar tax year commencing the following January 1st. There is an open enrollment period each tax year between March 1 and June 1.
5. A processing fee (\$36.50) and a recording fee (\$13.50) must be remitted with this application. Attach one check in the amount of \$50.00, payable to the "TREASURER OF CHESTER COUNTY." NOTE: A SEPARATE APPLICATION IS REQUIRED FOR EACH DEEDED PARCEL.

Qualification for enrollment of your property into the Act 319 preferential assessment program is determined by meeting the minimum requirements established for any one of three land use categories: Agricultural Use, Agricultural Reserve, or Forest Reserve. The specific eligibility requirements are contained on the Commonwealth of Pennsylvania, Department of Agriculture form number AAO-86 and Chester County's Act 319 policy brochure. The eligibility of this parcel will be determined, utilizing your responses to the questions contained on the reverse side of this application. ALL QUESTIONS MUST BE ANSWERED. You may attach separate explanatory sheets should you feel your responses require additional detail.

This application complies with the uniform standards developed for preferential assessment applications by the Commonwealth of Pennsylvania, Department of Agriculture on form AAO-82 - May, 1975.

AS Per Mapping 10/12/97

PARCEL NUMBER (S):	• 30	2	62.2	ACREAGE:	4.2
	• 30	2	55		71.1
	• 30	2	58.8	ACREAGE:	71.315
PROPERTY LOCATION:	Dilworth Road				
	East Brandywine Township				
	Municipality (Name of City, Borough, or Township)				
OWNER'S NAME(S):	The Dilworth Family Limited Partnership				
	Last	First	Initial		
	MDFLP, Inc., Maryland L. Dilworth, Pres., Gen. Partner				
	Last	First	Initial		
(Other than individuals, use first line only for entity or corporation name, second for name of authorized individual.)					
MAILING ADDRESS:	479	Dilworth Road			
	Number	Street	PA	19335	
	Downingtown		State	ZIP	
TELEPHONE NUMBER:	City		(610) 269-3629		
	Daytime Number		Home Number		

BK 4265PG0736

Answer all questions!

	N/A	Yes	No		N/A	Yes	No
1. Is this parcel 10 contiguous acres or more in size?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. If this parcel is found <i>not eligible under Agricultural Use or Forest Reserve</i> , do you want it considered under Agricultural Reserve Land when you understand that this category requires that the land be non-commercial, open to the public for recreation, at no charge or fee, and with no discrimination against any person using the land?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Does this application represent the total acres in the parcel?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	If your answer is "yes" to Question 7, do you agree to these stated conditions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. If this parcel is <i>less than 10 acres</i> , can you verify that the land is now devoted to Agricultural Use and that the land will be used to generate \$2,000 annual gross income? (Proof will be required.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Do you understand that if this application is approved, it will remain in effect continuously until the land owner changes the agricultural use from the approved category? At that time a roll-back tax, plus interest, must be paid for a period not to exceed seven (7) years.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. If this parcel has open tillable land, is it now devoted to Agricultural Use, and has it been so for the preceding three years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Please check each that applies:			
5. If this parcel has Forest Land, is the land stocked with trees of any size, and is it capable of producing wood products in excess of 25 cubic feet per acre each year?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. Do you have an approved Conservation plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Do you or anyone else currently conduct a non-agricultural commercial business on this land parcel that exceeds two acres?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	B. Is this parcel now approved under Act 515?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If the answer is "yes", list or describe those activities below:				C. Do you lease any minerals on this parcel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
				Inactive _____ Active _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
				D. Is this parcel located next to environmentally significant areas such as parks, historic areas, lakes, etc.?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

BK 4265 P80737

The applicant for preferential assessment hereby agrees, if his/her application is approved for preferential assessment, to submit 30 days notice to the county assessor of a proposed change in use of the land, a split off of a portion of the land, or a conveyance of the land. The undersigned declares that this application, including all accompanying schedules and statements, has been examined by him/her, and to the best of his/her knowledge and belief is true and correct.

Updated across street from Brandywine Community Park
 By: Maryland L. Dilworth 6/17/97
 Signature President Date

Signature _____ Date _____
 Signature _____ Date _____

ACKNOWLEDGEMENT

Commonwealth (or state) of Pennsylvania : SS
 County of Chester :

On this, the 17th day of June, 1997, before me, the undersigned notary, personally appeared Maryland L. Dilworth

who acknowledged himself to be the President (officer, partner, other) of MDFLP, Inc. and that she as such, being (corporation, partnership, other)

authorized to do so, executed the foregoing contract and covenant for the purposes therein contained by signing the name of the above corporation, partnership or other entity by ~~her~~ (her) self as an authorized person.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal
 Julia M. Ohweschel, Notary Public
 West Chester Boro, Chester County
 My Commission Expires Jan. 4, 1999
 Member, Pennsylvania Association of Notaries

Julia M. Ohweschel (SEAL)

INSTRUMENT
 Copy not legible for microfilming

**RENEGOTIATION OF ACT 515 CONTRACT
AND COVENANT PURSUANT TO ACT 319**

OWNER: The Dilworth Family Limited Partnership

RE: Tax Map Parcel No.:

30-2-62, 5

30-2-55

30-2-58

RECORDER OF DEEDS REFERENCE:

3974-353

LAND COVENANT DOCKET NO.:

27-1996

1. The undersigned Owner(s), or their predecessors in title, and the County of Chester have heretofore entered into a Contract and Covenant under the provisions of the Act of January 13, 1966, P.L. (1965) 1292, as amended, 16 P.S. § 11941, ~~et seq.~~, which Contract and Covenant is dated July 27, 1995 and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, and in the Land Covenant Docket in the Office of the Prothonotary ~~as set forth above~~.

2. Intending to be legally bound and for the mutual promises contained herein, the undersigned Owner now desires to and hereby does renegotiate the Act 515 Contract and Covenant and the County of Chester hereby agrees and does so renegotiate. Both parties to this renegotiation agree to modify and amend the existing Act 515 Contract and Covenant to conform to and to include all terms and conditions of Act 319 (72 P.S. § 5490.01 to 5490.13), and to incorporate in this Agreement any future amendments to Act 319.

3. Owner agrees that "roll-back taxes" set forth in Act 319, shall include "liquidated damages" set forth in Act 515. The roll-back taxes and liquidated damages shall be paid either for: (a) a period not to exceed the seven (7) year period provided in Act 319; or (b) the period of time Owner's Act 515 Contract and Covenant was in effect, plus the period of time Owner received Act 319 preferential assessment, not to exceed a period of seven (7) years (i.e. by renegotiation Owner agrees he shall not avoid Act 515 liquidated damages if he no longer is entitled to Act 319 preferential assessment prior to the expiration of seven (7) years.

4. Owner acknowledges receipt of a copy of Act 319 prior to the execution of this Agreement.

APPROVED BY THE COUNTY OF CHESTER

BY:

[Signature]
County Solicitor

The Dilworth Family Limited Partnership
By: MDFLP, Inc., its General Partner

By: [Signature]
Owner

[Signature]
President

Owner

BK 4265 PG 0738

Commonwealth ~~(or State)~~ of Pennsylvania :
County of Chester : SS

On this, the 17th day of June, 1997, before me,
the undersigned notary, personally appeared Maryland L. Dilworth

who acknowledged himself to be the President
(officer, partner, other)
of MOFLP, Inc. and that she as such, being
(corporation, partnership, other)

authorized to do so, executed the foregoing contract and covenant
for the purposes therein contained by signing the name of the above
corporation, partnership or other entity by ~~him~~(her) self as an
authorized person.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal
Julia M. Ohwaschel, Notary Public
West Chester Boro, Chester County
My Commission Expires Jan. 4, 1999
Member, Pennsylvania Association of Notaries

Julia M. Ohwaschel (SEAL)

BK 4265 80 739

UNOFFICIAL
COPY



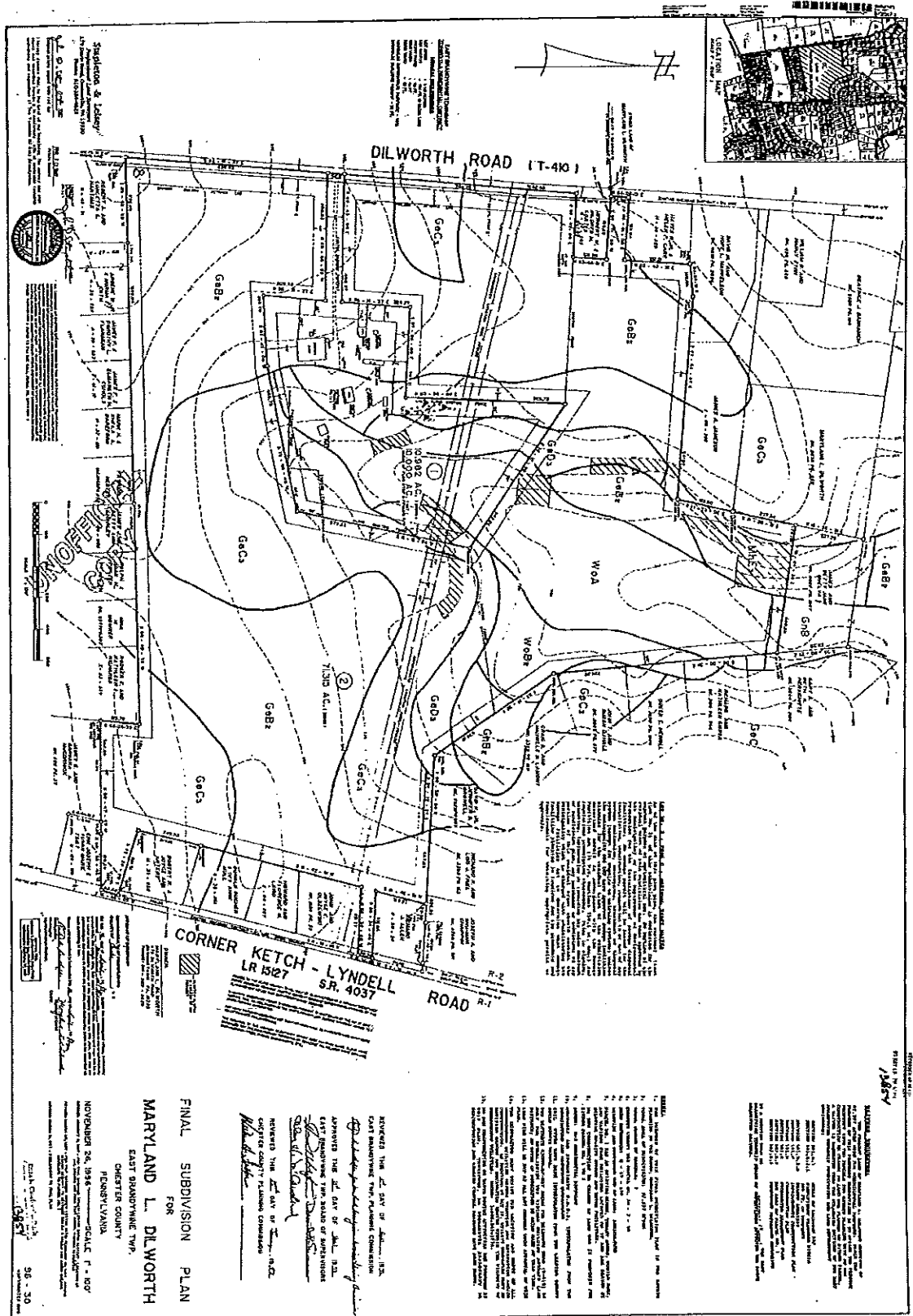
DATE: 11/28/1997 TIME: 10:46A INST NO.: 70919

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO :	033446	TYPE DOC :	MISC
REC FEE	:		13.00
LOC RTI	:		0.00
ST RTI	:		0.00
WRIT TAX	:		0.50

BK4265P60740

#13



Standard & Lacey
 110 S. 4th St., Philadelphia, Pa.
 Architects & Engineers



NOV 26 1948

110 S. 4th St., Philadelphia, Pa.
 Standard & Lacey
 Architects & Engineers

CORNER KETCH - LYNDELL
 S.R. 4037
 ROAD

FINAL SUBDIVISION PLAN
 FOR
 MARYLAND L. DILWORTH
 EAST BOARDMAN TWP.
 CHESTER COUNTY
 PENNSYLVANIA

APPROVED THIS 26th DAY OF NOVEMBER 1948
 EAST BOARDMAN TWP. PLANNING COMMISSION
 BY: *[Signature]*
 CHAIRMAN
 AND: *[Signature]*
 SECRETARY

APPROVED THIS 26th DAY OF NOVEMBER 1948
 EAST BOARDMAN TWP. PLANNING COMMISSION
 BY: *[Signature]*
 CHAIRMAN
 AND: *[Signature]*
 SECRETARY

REMARKS: This plan is a subdivision of the land shown on the map. The land is divided into lots of various sizes. The lots are to be used for residential purposes. The plan is in accordance with the zoning ordinance of the Township of East Boardman, Chester County, Pennsylvania. The plan is subject to the approval of the Township Planning Commission and the Board of Supervisors of the Township of East Boardman, Chester County, Pennsylvania.

REMARKS: This plan is a subdivision of the land shown on the map. The land is divided into lots of various sizes. The lots are to be used for residential purposes. The plan is in accordance with the zoning ordinance of the Township of East Boardman, Chester County, Pennsylvania. The plan is subject to the approval of the Township Planning Commission and the Board of Supervisors of the Township of East Boardman, Chester County, Pennsylvania.

Scale 1" = 100'
 56 - 30
 1948