Trident Land Transfer Company

431 West Lancaster Avenue, Devon, PA 19333-1509 / Phone: (610)889-7660

Date: May 1, 2012

Seller: DN Acquistion Company, Inc.
Buyer:
Address: 313 and 329 Rosehill Road, West Grove, PA 19390
File #: 12PA3075

Attached please find the Title Commitment for the above referenced property. The Title Commitment is a result of the search of public records regarding this property. Please review it carefully and attend to all items applicable to you prior to settlement.

Listing Agent/Seller

* Please notify us if the Sellers are a party to divorce proceedings.
* Please provide receipts for Taxes, Sewer, Trash and Water (if provided by a Municipality) for the current and prior three year period.
* Please provide mortgage payoff statements, or a release letter, for all mortgages shown on Commitment.
* Please provide Statewide Support Lien Search.
* If Seller is not attending settlement, please advise me, so that a Deed Package can be prepared.

Selling Agent/Buyer

* The attachments in Schedule B Section 2 are available at our office upon request.
* Please remember that your funds for closing must be in the form of an "Official Bank Check" or wire.

Important Title Conditions

1. #12 Property is assessed under Act 515

2. #16 and #17 two mortgages Need to be addressed....
   Rose Hollow to Downingtown National Bank and Rose Hollow to DNB First NA

3. #27 Certificate of Incorporation of DN Acquisition Company Inc and Resolution of the Board of Directors

All Parties

* All Power of Attorney forms must be approved prior to settlement and the original Power of Attorney must be submitted for recording to Trident Land Transfer at closing.
* Please review the spelling of your name and contact us with any changes that are needed.
* Please be advised, Social Security Numbers are required for Real Estate Transactions.
* Attachments listed in the title commitment are available upon request (extra charges may apply).
* Government issued identification is required for all parties at closing.

If any of the parties involved need additional assistance with settlement questions, please feel free to contact us. We appreciate and value your business.

Sincerely,

Carol Desko

Carol Desko

Cc:

Trident Land Transfer Company

ALTA Commitment

Coordinating Branch Office:

Trident Land Transfer Company
431 West Lancaster Avenue
Devon, PA 19333-1509

Trident's Contact Information

Settlement Coordinator		Closing Manager	
Name:		**Name:**	Jennifer Lewis
Phone:		**Phone:**	(610)993-2021
Fax:		**Fax:**	(610)650-4470
Email:		**Email:**	jennifer.lewis@tridentland.com

LOAN DOCUMENTS should be emailed to

Transaction Information

File Number:	12PA3075
Property Address:	313 and 329 Rosehill Road
	West Grove, PA 19390
Borrower:	
Sellers:	DN Acquistion Company, Inc.

COMMITMENT FOR TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**

Commonwealth

File # 12PA3075

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, 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 in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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 by the Company.

All liability and obligation under this Commitment shall cease and terminate Twelve (12) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest: Secretary

COMMONWEALTH LAND TITLE INSURANCE COMPANY SEAL NEBRASKA

By: President

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Trident Land Transfer Company

431 West Lancaster Avenue, Devon, PA 19333-1509

Agent for

Commonwealth Land Title Insurance Company

Commitment Number: 12PA3075

SCHEDULE A

1. Commitment Date: March 22, 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:
   DN Acquistion Company, Inc.
4. The land referred to in this Commitment is described as follows:
   313 and 329 Rosehill Road, West Grove, Chester County, PA 19390
   SEE SCHEDULE C ATTACHED HERETO

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 DN Acquistion Company, Inc. to .**

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 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.

SCHEDULE B - SECTION I
REQUIREMENTS
(Continued)

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 $147,070.00 (FMV) $142,950.00 (Act 515) - (Premises A)
    Assessment $21,320.00 (FMV) $20,250.00 (Act 515) - (Premises B)
    Tax ID / Parcel No. 59-08-0160.020 / UPI 59-8-160.2 (Premises A)
    Tax ID / Parcel No. 59-08-0160-030/ UPI 59-8-160.3 (Premises B)

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:

16. Amount: $260,000.00
    Mortgagor: Rose Hollow, LP.
    Mortgagee: Downingtown National Bank
    Dated: 10/25/2002 and Recorded 12/6/2002 in Record Book 5484 Page 1517. Assignment of Rents Leases and Contracts recorded 12/6/2002 in Record Book 5484 page 1525. Assignment of Note and Loan Documents recorded 1/14/2009 in Record Book 7572 page 1002.

17. Amount: $70,000.00 (open end)
    Mortgagor: Rose Hollow, LP.
    Mortgagee: DNB First NA.
    Dated: 11/19/2004 and Recorded 12/17/2004 in Record Book 6364 Page 617. Assignment of Rents recorded 12/17/2004 in Record Book 6364 page 629. Modification of Mortgage recorded 10/24/2006 in Record Book 6988 page 278. Assignment of Note and Loan Documents recorded 1/14/2009 in Record Book 7572 page 1008

18. Note: The above mortgage appears to be an OPEN END MORTGAGE securing future advances. If this mortgage is to be paid in full/satisfied and removed from the policy to be issued on this matter, the equity loan account is to be closed or frozen before the payoff is issued. For further information on this requirement please review and comply with Company Underwriting Bulletin - No. 2011-RC-01.

19. JUDGMENTS: NONE

SCHEDULE B - SECTION I
REQUIREMENTS
(Continued)

20. 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.

21. 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.

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

23. Last Insured: Whitford Land Transfer; No. 11819; Dated: 10/2002; Amount: $325,000.00.

24. 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

25. Information has been provided to the Company which indicates that a deed in lieu of foreclosure may be presented in connection with the contemplated transaction. Additional information and documents are needed to assist the Company in determining if it can give the coverage requested. Please contact the Company.

    The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

26. Settled taxes due to Commonwealth of Pennsylvania by Rose Hollow L.P.

27. Charter or Certificate of Incorporation of DN Acquisition Company Inc., and all amendments thereto, to be produced.

    Copy of Resolution of Board of Directors of DN Acquisition Company, Inc., authorizing the conveyance to insured, certified to be adopted in accordance with the provisions of its Charter and By-laws, to be produced and filed with the Company.

    Settled taxes due to Commonwealth of Pennsylvania by DN Acquisition Company, Inc.

Commonwealth Land Title Insurance Company

Commitment Number: 12PA3075

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 premises lying in the bed of Rosehill Road and State Road T-389.

7. Restrictions (deleting therefrom any restrictions indicating any preference limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in Deed Book K-38 page 18 and Deed Book H-54 page 307.

8. Agreement as Misc. Deed Book 403 page 443.

9. Rights granted to the Utility Companies as in Misc. Book 497 page 348.

10. Contract and Covenant under Act (515) as set forth in Misc. Book 532 page 55; and any penalties incurred by reason of breach of same.

11. Conditions as in Deed Book R-54 page 112.

12. Rights of others in and to stream crossing premises.

Commitment Number: 12PA3075

SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

13. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth in , recorded in Map Plan/Book No. 1881 page 1 and Plan 2149 page 1.

Commonwealth Land Title Insurance Company

Commitment Number: 12PA3075

SCHEDULE C

PROPERTY DESCRIPTION

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

PREMISES A:

ALL THAT CERTAIN tract of land in London Grove Township, Chester County, Pennsylvania, bounded and described more particularly in accordance with a Plan of Property of Mr. and Mrs. C. R. Shertzer, made by Donald F. Taylor, Consulting Engineers, dated March 2,1978, revised August 30,1978, and recorded as Plan #1881, as follows:

BEGINNING at a point in the title line in the bed of Rosehill Road (T-384) said point being a corner of land now or late of Mary Smith; thence extending along such land of Smith the two following courses and distances: (1) North 55 degrees 41 minutes 20 seconds East, 168.83 feet to an iron pipe (2) North 34 degrees 17 minutes 40 seconds West, 79.17 feet to an iron pipe a point in lands now or late of Bessie Black; thence extending along said land of Black, North 52 degrees 42 minutes 50 seconds East, 492.72 feet to an iron pipe; thence North 53 degrees 13 minutes 0 seconds East 164.08 feet to an iron pipe; thence North 16 degrees 57 minutes 10 seconds West 210.18 feet to a nail in the title line in the bed of State Road (T-389); thence along said title line North 73 degrees 45 minutes 30 seconds East, 50.00 feet to a nail a corner of Parcel B-3 as shown on said Plan; thence along said Parcel B-3 the 2 following courses and distances: (1) South 16 degrees 57 minutes 10 seconds East, 244.68 feet to an iron pipe (2) South 22 degrees 23 minutes 19 seconds East, 347.08 feet to an iron pipe in line of lands now or late of William Buffington; thence along said lands, South 16 degrees 45 minutes 49 seconds East 675.85 feet to an iron pipe in line of lands of Conrad Pyle Co.; thence extending along said lands of Concord Pyle, the 2 following courses and distances: (1) South 87 degrees 00 minutes 10 seconds West 117.30 feet to an iron pipe (2) South 83 degrees 05 minutes 20 seconds West 285.13 feet to an iron pipe, a corner of Parcel B-5 on said Plan; thence along said Parcel B-5 the 4 following courses and distances: (1) North 9 degrees 58 minutes 25 seconds West 100.00 feet to an iron pipe (2) North 25 degrees 00 minutes 00 seconds West 411.05 feet to an iron pipe (3) North 77 degrees 34 minutes 23 seconds West 237.33 feet to an iron pipe (4) South 55 degrees 41 minutes 2 seconds West 190.00 feet to a nail in the aforementioned title line in the bed of Rosehill Road; thence in said title line, North 23 degrees 04 minutes 50 seconds West 60.00 feet to a nail, the first mentioned point and place of beginning.

BEING Parcel B-4 on said Plan.
CONTAINING 10.86 acres, be the same, more or less.

PREMISES B:
ALL THAT CERTAIN tract of land Situate in London Grove Township, Chester County, Pennsylvania, bounded and described in accordance with a Plan of Property prepared by Donald F. Taylor, Registered Engineer, dated March 2, 1978 recorded as Plan #2149, as follows:

BEGINNING at the southeast corner of land now or late of Mark Underwood and along the following courses and distances: North 9 degrees 58 minutes 25 seconds West, 100.00 feet to an iron pipe; North 25 degrees 00 minutes 00 seconds West, 411.05 feet to an iron pipe North 62 degrees 35 minutes 34 seconds West, 139.40 feet to an iron pipe, a corner of land now or late of Richard Torello, thence along said Torello land, the following courses and distances: South 77 degrees 34 minutes 23 seconds East, 237.33 feet to an iron pipe; South 25 degrees 0 minutes 00 seconds East, 100.00 feet to an iron pipe on the line of land now or late of the Conrad Pyle Company; then along said Conrad Pyle land South 83 degrees 05 minutes 20 seconds 108.81 feet to an iron pipe, the point of beginning.

SCHEDULE C
(Continued)

BEING Parcel B-5 as shown on said Plan.
CONTAINING 1.32 acres, be the same, more or less.

Being the same premises by Deed in Lieu of Foreclosure which Rose Hollow L.P., a Pennsylvania Limited Partnership, by Deed dated 12/31/2008 and recorded 1/14/2009 in Chester County in Record Book 7572 Page 1014 conveyed unto DN Acquisition Company Inc., in fee.

COMMITMENT FOR TITLE INSURANCE

American Land Title Association (2006)

Issued By

Commonwealth Land Title Insurance Company

Commonwealth Land Title Insurance Company

Commonwealth
LAND TITLE INSURANCE COMPANY

Form B 1004-364

Trident Land Transfer Company
431 WEST LANCASTER AVENUE, DEVON, PA 19333

WIRING INSTRUCTIONS

Effective August 12, 2002

TD Bank
Route 70 East
Marlton, NJ 08053

ABA ROUTING NUMBER 036-001-808

Credit to the Settlement Account of:

Trident Land Transfer Company
431 West Lancaster Avenue
Devon, PA 19333-1509
(610)889-7660

Account Number 364-086-025

Please Reference: Name:
File Number: 12PA3075

A charge of $35.00, as permitted by the PA Dept. of Insurance, will be placed on the HUD-1 Settlement Statement as a charge to the borrower(s) for receiving mortgage documents via e-mail or internet/web delivery.

******We do not accept ACH Transfers*****

Trident Land Transfer Company
Agent for Commonwealth Land Title Insurance Company
431 West Lancaster Avenue, Devon, PA 19333-1509
(610)993-2021

NOTICE REGARDING COMPUTATION OF CERTAIN CLOSING CHARGES

This is to notify you that some of our fees, including our fees for courier services and overnight delivery services, are fixed standard charge fees based on the average and expected cost that we will eventually be charged by third party vendors and/or in many cases additional services that we may have to perform ourselves over and above what may be done by a third party vendor. Thus, it is possible that the actual charge for certain fees that we are assessing you and that you are paying may be higher or lower than our cost of providing those services.
By signing below, you acknowledge your understanding of these circumstances and agree to pay the fees assessed on this basis. If you have questions about our fees, please feel free to inquire further.

_____	_____
_____	_____
Buyer(s)	**Seller(s)**

Trident Land Transfer Company
431 West Lancaster Avenue Devon, PA 19333-1509
Phone: (610)889-7660 Fax: (610)889-7764

Privacy Policy

At The Trident Group, (Trident), we value the trust you have placed in us and we intend to earn your trust each day. At Trident, maintaining the confidentiality of our customers' personal information is of the highest importance. That's why we welcome this opportunity to describe our privacy policies and the steps we take to protect our customer information. This notice describes those practices and how they preserve your privacy in a way that permits Trident to provide you with the products and services that may be of benefit to you. This policy applies to every financial institution that is part of the Trident family, including Trident Insurance Agency Company, LP, Trident Land Transfer Company, LP, Trident Mortgage Company, LP, Commercial Land Transfer Company, LP and HomeEssentials.

Our Policy to Protect Your Personal Information

We value you as a customer and take your personal privacy seriously.
We are committed to protecting your privacy.
We maintain physical, electronic, and procedural safeguards to protect the confidentiality of customer information. We limit access to personal and financial information to those employees and agents who assist us in providing products and services to you. We will continue to test and update our technology to improve the protection of our information about you.

We want you to know that you can count on us to protect the privacy and security of your customer information, and to provide you with the responsive, professional service you deserve. Our privacy policy will continue to cover information we may collect about you during the course of our relationship as well as after the relationship has ended.

Information We Collect

In order to provide mortgage and insurance products and services that respond to our customers' diverse needs, Trident collects certain personal information. We get most of our information directly from you. The applications you complete, as well as any additional information you provide, including address, telephone number, social security number, and date of birth, for example, generally give us much of the information we need to know. We may contact you by phone or mail to obtain additional information. Customer information is at the heart of our ability to provide superior service to you and administer your customer relationship. In addition to the application, we may collect information from a variety of sources, such as the following:

Information is collected about your transactions with us, our affiliates, or non-affiliated third parties.

Information We Share With Others

The Trident Group offers a wide variety of products and services that can help you manage your finances. Within the Trident family we may share the customer information we collect to provide you with access to these products and services, and make recommendations about a variety of financial services. We may use and share all of the information described above, subject to applicable law, with the following (these examples are not intended to be all-inclusive):

Our Affiliates: Our affiliates are other companies in the Trident corporate family.
In addition to using affiliates to perform services in connection with your transactions with us, we may provide information, such as identification, transaction and experience information, to financial service affiliates, such as insurance companies or agents, real estate settlement service providers, or mortgage lenders, and we may provide information to non-financial service providers, such as those offering consumer products or services.

Third-Party Offers: When it comes to sharing information outside Trident, we do so only for specific purposes. We may disclose customer information to the following types of outside companies or parties in order to develop special offers for you, which many of our customers find valuable:
Financial service providers such as mortgage lenders or insurance companies; and
Non-financial companies, such as those offering consumer products and services.

Others: We report information about customers to third parties who perform services or marketing functions on our behalf, such as loan servicing, bill payment, account aggregation services, e-mail services, printing account statements, or collecting debts. We share the minimum amount of information with these companies, and they are not permitted to use our customer information for any purpose beyond the intended service. They are contractually required to maintain the confidentiality of such information. Trident may also share customer information with third parties for fraud or risk control purposes or for sales of a customer's account; with government entities in response to subpoenas; or with credit reporting agencies. We also disclose information about you to third parties in certain other circumstances, as permitted by law.

As of 4/12 (EW)

This Deed, made this 3rd day of SEPTEMBER 1968,

Between, DAVID R. WIGGAM, singleman, of London Grove Township, Chester County, Pennsylvania, (hereinafter called the "Grantor"),

of the one part, and C. ROBERT SHERTZER and ROSE M. SHERTZER, his wife, of R.D., Landenberg, Chester County, Penna., (hereinafter called the "Grantees"), of the other part.

Witnesseth, That in consideration of twenty-seven thousand, five hundred ($27,500) Dollars, to hand paid, the receipt whereof is hereby acknowledged, the said Grantor S. do hereby grant and convey unto the said Grantees, their heirs and assigns as tenants by the entireties.

ALL THAT CERTAIN lot or piece of ground with the buildings thereon erected, situate in London Grove Township, Chester County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a spike in a public macadam road (T-384) a corner of lands of Conard-Pyle; thence by said road the following two courses and distances: (1) North 0 degrees fifty-seven minutes fifty seconds East three hundred seventy-one and thirty-five hundredths feet to a spike; thence (2) North twenty-three degrees four minutes fifty seconds West one hundred seventy-eight and forty-three hundredths feet to a spike, and corner of lands of James Hodges; thence by said J. Hodges the following two courses and distances: North fifty-five degrees forty-one minutes twenty seconds East one hundred sixty-eight and eighty-three hundredths feet to an iron pin; thence North thirty-four degrees seventeen minutes forty seconds West seventy-nine and seventeen hundredths feet to an iron pin in line of lands of Bessie Black thence by said B. Black North fifty-two degrees forty-two minutes fifty seconds East four hundred ninety-two and seventy-two hundredths feet to a stone and corner of Ella Freeze; thence by E. Freeze and Thomas Hadley North fifty-three degrees thirteen minutes East one hundred sixty-four and eight hundredths feet to a point; thence still by T. Hadley, North sixteen degrees fifty-seven minutes ten seconds West (passing over a drill hole in a stone seven and six tenths feet from last mentioned point, and passing over a drill hole in a stone eighteen and two tenths feet from next mentioned point) two hundred ten and eighteen hundredths feet to a point in the old Baltimore Pike (L.R. 15168), public macadam road; thence by said road North seventy-three degrees forty-five minutes thirty seconds East six hundred sixty-one and fifty-one hundredths feet to a corner of lands of Raymond Maule; thence by said R. Maule the following two courses and distances: (1) South six degrees twenty-five minutes forty seconds East (passing over an iron pin on the South side of said road) four hundred ninety-six and twenty-five hundredths feet to an iron pin; thence (2) South eighty-five degrees nineteen minutes thirty seconds East one hundred eighty-one and nine hundredths feet to an iron pin in line of lands of Barnett R. Freedman; thence by said B. R. Freedman, South one degrees forty-two minutes forty seconds West eight hundred forty-four and sixty-nine hundredths feet to an iron pin; thence by Conard-Pyle the following two courses and distances: South eighty-seven degrees zero minutes ten seconds West five hundred seventeen and three tenths feet to an iron pin; thence South eighty-three degrees five minutes twenty seconds West (passing over an iron pin eleven and ninety-one hundredths feet from next mentioned point) eight hundred twenty-eight and seventy-one hundredths feet to the point of beginning. CONTAINING 32.796 acres.

BEING a portion of tract #3 and a portion of tract #2 as set forth in Certified Copy of Award of Real Estate in the Estate of Charles S. Wiggam, deceased No. 218 - 1964, and recorded in the Office for the Recording of Deeds in and for Chester County, Pennsylvania, in Deed Book N-36, Page 275, through and including Page 280, as awarded thereby to David R. Wiggam, singleman, party hereto in fee.

UNDER AND SUBJECT to the following restrictions which shall be binding upon the Grantees, their heirs, executors, administrators, successors and assigns, perpetually except as otherwise set forth:

x

1. No building of any kind or description, including the porches, steps, piazzas, bay or oriel windows, cellar entrances, or usual projections appurtenant to a dwelling house, shall be erected or maintained within 50 feet from the center of any public road or right of way, nor within 25 feet of any side or rear property lines of the lot upon which said building shall be erected or maintained, existing apple house excepted.

2. No mushroom houses shall be erected, nor shall any mushrooms be grown upon the premises herein conveyed.

3. The land herein conveyed may be subdivided into lots, provided every lot contains at least one acre of land.

4. No house trailer or mobile home shall be maintained upon the land herein conveyed.

Restrictions number 3 and 4 shall terminate at the end of ten years from the date of this conveyance.

$275.00

And the said Grantor does hereby covenant to and with the said Grantees that he, the said Grantor, for himself, his heirs and assigns, SHALL and WILL by these presents, Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantees, their heirs and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him, her, them or any of them.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be duly executed, the day and year first above written.

SEALED AND DELIVERED In the Presence of:

David R. Wiggam (SEAL)

REAL ESTATE TRANSFER TAX
TAX ON $ 275.00

Jesse B. Graff
Witness (SEAL)

State of PENNSYLVANIA County of CHESTER

On this 22 day of SEPTEMBER 1966, before me, the undersigned officer, personally appeared DAVID R. WIGGAM, singleman,

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Notary Public

Deed

DAVID R. WIGGAM, Singleman,

to

C. ROBERT SHERTZER and ROSE N. SHERTZER, his wife, as tenants by the entireties.

The address of the Grantee is
R.D. West Grove, Pa. 19390

George J. Kruszka, Esquire
213 East State Street
Kennett Square, Penna. 19348.

RECORDED in Deed Book K-38 page 18
GIVEN under my hand and the seal of the said office, the date above written.

Recorder of Deeds

RECORDER OF DEEDS
CHESTER CO., PA.

1966 SEP 27 8 36 AM

K 38 PG. 19

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

TRACT 1

BEGINNING at a point on the title line in the bed of State Road (T-389) being the northwesterly corner of Parcel B-1 on said plan, and the northeasterly corner of the about to be described lot; thence from said point of beginning, and extending along said Parcel B-1, South 05 degrees 58 minutes 35 seconds East 487.33 feet to a point in line of lands of William Buffington; thence extending along said land of William Buffington, South 53 degrees 13 minutes 00 seconds West, 162.00 feet to a point in Parcel B-3; thence extending along said parcel, North 14 degrees 21 minutes 52 seconds West 541.61 feet to a point in the aforementioned title line of State Road; thence extending in the bed of State Road North 73 degrees 45 minutes 30 seconds East 187.17 feet to the first mentioned point and place of beginning.

CONTAINING 1.90 acres be the same more or less.

BEING Parcel B-2 on said Plan.

TRACT 2

BEGINNING at a point on the title line in the bed of State Road (T-389) being the northwesterly corner of Parcel B-2 on said plan, and the northeasterly corner of the about to be described lot; thence from said point of beginning, and extending along said Parcel B-2, South 14 degrees 21 minutes 52 seconds East, 541.61 feet to an iron pin in line of lands of William Buffington; thence extending along said land of William Buffington, South 53 degrees 13 minutes 00 seconds West 138.00 feet to an iron pin in Parcel B-4; thence extending along said Parcel B-4 the 2 following courses and distances: (1) North 22 degrees 23 minutes 19 seconds West 347.08 feet to an iron pin, (2) North 16 degrees 57 minutes 10 seconds West 244.68 feet to a point in the aforementioned title line of State Road; thence extending in the bed of State Road North 73 degrees 45 minutes 30 seconds East 187.17 feet to the first mentioned point and place of beginning.

CONTAINING 2.08 Acres be the same more or less.

BEING Parcel B-3 on said Plan.

BEING PART OF THE SAME PREMISES which David R. Wiggam, singleman, by deed dated September 3, 1968, and recorded in the Office for the Recording of Deeds in and for Chester County, Pennsylvania, in Deed Book K-38, page 18, granted and conveyed unto C. Robert Shertzer and Rose M. Shertzer, his wife, their heirs and assigns, as tenants by the entireties.

UNDER AND SUBJECT to the following restrictions which are to be deemed as covenants running with the land, and which shall be binding upon the grantees, their heirs, executors, administrators, successors and assigns:

1. No mushroom growing or mushroom composting business shall be conducted on the premises herein conveyed.

2. No mushroom houses shall be erected on the premises herein conveyed.

3. No house trailers or mobile homes shall be permitted upon the premises herein conveyed.

UNDER AND SUBJECT further to restrictions as of record in Deed Book K-38, page 18 and Misc. Deed Book 403, page 443.

Apr 5 1 42PM'78
Recorder of Deeds
Chester Co Pa

A G R E E M E N T

THIS AGREEMENT, made and entered into this 4 day of April, 1978, by and between C. ROBERT SHERTZER and ROSE M. SHERTZER, his wife, Covenantors and party of the first part, and WILLIAM I. BUFFINGTON and CYNTHIA M. BUFFINGTON, his wife, Covenantors and party of the second part.

W I T N E S S E T H :

WHEREAS, the party of the first part have by fee simple Deed this date conveyed a certain parcel of ground to the party of the second part, which parcel of ground is a part of that certain tract of ground which was conveyed to the party of the first part on September 3, 1968, and which was recorded in the Office for the Recording of Deeds of Chester County, Pennsylvania, in Deed Book K-38, Page 18, which Deed is herein incorporated by reference; and

WHEREAS, the party of the first part have agreed that the remaining tract of ground which they are retaining following their conveyance to the party of the second part, which remaining tract of ground is hereinafter specifically described in Exhibit "A" and Exhibit "B" attached hereto, shall be under and subject to certain covenants and restrictions which shall be deemed as covenants running with the land, which covenants and restrictions are more particularly set forth hereinafter.

TAX #32008

403 443

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, the parties expressly agree as follows:

1. The party of the first part expressly agree that a portion of their remaining tract, which portion is more particularly described in Exhibit "A" attached hereto and specifically made a part hereof, shall be under and subject to the following covenants and restrictions which shall be construed as covenants running with the land:

(a) The said premises as described in Exhibit "A" shall not be subdivided into plots of less than 1.5 acres in size.

(b) On each plot as may be so subdivided in accordance with Paragraph 1(a) hereinabove, only one detached single family residential dwelling may be erected. Accessory buildings incidental to said single family dwelling may also be erected.

(c) On the premises herein set forth in Exhibit "A" or on each plot as may be subdivided in accordance with Paragraph 1(a) hereinabove, there shall be no house trailer or mobile home permitted on said land.

2. The party of the first part expressly agree that a portion of their remaining tract, which portion is more particularly described in Exhibit "B" attached hereto and specifically made a part hereof, shall be under and subject to the following covenants and restrictions which shall be construed as covenants running with the land:

(a) The said premises as described in Exhibit "B" shall not be subdivided into plots of less than one (1) acre in size.

(b) On each plot as may be so subdivided in accordance with Paragraph 2(a) hereinabove, only one detached single family residential dwelling may be erected. Accessory buildings incidental to said single family dwelling may also be erected.

(c) On the premises herein set forth in Exhibit "B" or on each plot as may be subdivided in accordance with Paragraph 2(a) hereinabove, there shall be no house trailer or mobile home permitted on said land.

3. The party of the first part, the Covenantors, for themselves, their heirs, executors, and assigns, by acceptance and execution of this Indenture, agree that the restrictions and covenants as herein set forth shall be deemed as covenants running with the land and that in any deed of conveyance of said premises as set forth in Exhibit "A" and/or Exhibit "B", or any part thereof, to any person or persons, said restrictions and covenants shall be incorporated by reference to this Indenture and the record hereof as fully as the same are contained herein.

IN WITNESS WHEREOF, the parties have, for themselves, their heirs, executors, administrators and assigns, executed this agreement

TV W 18098

The undersigned, owner(s) of premises situate on the northeast side of Rosehill Road (# 384), in the Township of LONDON GROVE, County of CHESTER, Commonwealth of PENNSYLVANIA, as more particularly described in Deeds dated December 18, 1978 and October 16, 1978 and recorded in the aforesaid County in Deed Books G-54, page 106 and W-53, page 228, respectively &c.,)

for and in consideration of the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, hereby grant(s) to PHILADELPHIA ELECTRIC COMPANY, (hereinafter called Company), its successors and assigns, the perpetual 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 transmission and distribution facilities as from time to time the Company, its successors and assigns, shall determine are necessary or proper to supply said premises and those adjacent thereto with electricity, for the service of light, heat and power (hereinafter referred to as facilities), together with the right of ingress and egress and the right to trim and keep trimmed, in a workmanlike manner, all trees, roots and branches of trees to the extent determined necessary by said Company, its successors and assigns, to provide sufficient clearance for the protection of the aforesaid facilities.

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

(1) The location of said facilities to be installed and constructed hereunder shall be shown and delineated on plans prepared by the Company, copies of which will be in the possession of the undersigned and Company having first been approved by them;

(2) The undersigned agree(s) to keep the area where said facilities are located clear of buildings or any other permanent structure which could, in the opinion of the Company interfere with the construction, maintenance or use of the said facilities as provided hereunder;

(3) The undersigned agree(s) that the initial exercise of any of the rights herein granted shall not be construed as limiting Company's rights and privileges hereunder.

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

EXECUTED THIS 26TH DAY OF September A.D. 1980

In the presence of:

Richard T. Torello (SEAL)
Richard T. Torello

(SEAL)

497 348

Form A515-4(p.1)1976

CONTRACT AND COVENANT (UNDER "ACT 515")

THIS CONTRACT AND COVENANT, made this day of

AUG 25 1981, 19 , between RICHARD T. TORELLO

and COUNTY OF CHESTER

Re: Tax Map Parcel # 59-8-160.2

Deed Book G 54, page 106
W 53 228
R 54 112

In consideration of the mutual promises contained herein and intending to be legally bound, the undersigned property owner (whether singular or plural "OWNER") and the County of Chester ("COUNTY") agree as follows:

1. COUNTY will assess the convenanted land for real estate tax purpose at fair market value as restricted by this Covenant and OWNER, as Grantor, at or before the seal and delivery of these presents, the receipt of which is hereby acknowledged, has and does grant, bargain, sell, alien, enfeoff, release, convey, and confirm unto COUNTY, as Grantee, an interest in the land in the nature of a covenant running with the land. Said land is the entire parcel or portion of Tax Map Parcel No. described in Deed Book and page mentioned above, and is set forth or described in Application heretofore filed by OWNER.

2. This Agreement and the covenant herein granted by OWNER unto COUNTY shall constitute a covenant within the meaning of Act 515, P.L. 1292 (1965), January 13, 1966 (16 P.S. 11941, et seq), (ACT 515), as amended and as amended in the future, effective January 1, 1982.

3. OWNER and COUNTY hereby incorporate herein by reference and make a part hereof as if set forth verbatim all of the

Witnesseth, That in consideration of One ($1.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantee, his heirs and assigns,

Parcel B

ALL THAT CERTAIN tract of land situate in London Grove Township, Chester County, Pennsylvania, bounded and described in accordance with a Plan of Property prepared by Donald F. Taylor, Registered Engineer, dated March 2, 1978, recorded as Plan #2149, as follows:

BEGINNING at the southeast corner of land now or late of Mark Underwood and along said land the following courses and distances: North 9 degrees 58 minutes 25 seconds West, 100.00 feet to an iron pipe: North 25 degrees 00 minutes 00 seconds West, 411.05 feet to an iron pipe; and North 62 degrees 35 minutes 34 seconds West, 139.40 feet to an iron pipe, a corner of land now or late of Richard Torello, then along said Torello land, the following courses and distances: South 77 degrees 34 minutes 23 seconds East, 237.33 feet to an iron pipe; South 25 degrees 00 minutes 00 seconds East, 411.05 feet to an iron pipe; and South 9 degrees 58 minutes 25 seconds East, 100.00 feet to an iron pipe on the line of land now or late of the Conard Pyle Company; then along said Conard Pyle land South 83 degrees 05 minutes 20 seconds West, 108.81 feet to an iron pipe, the point of beginning.

CONTAINING 1.32 acres be the same more or less.

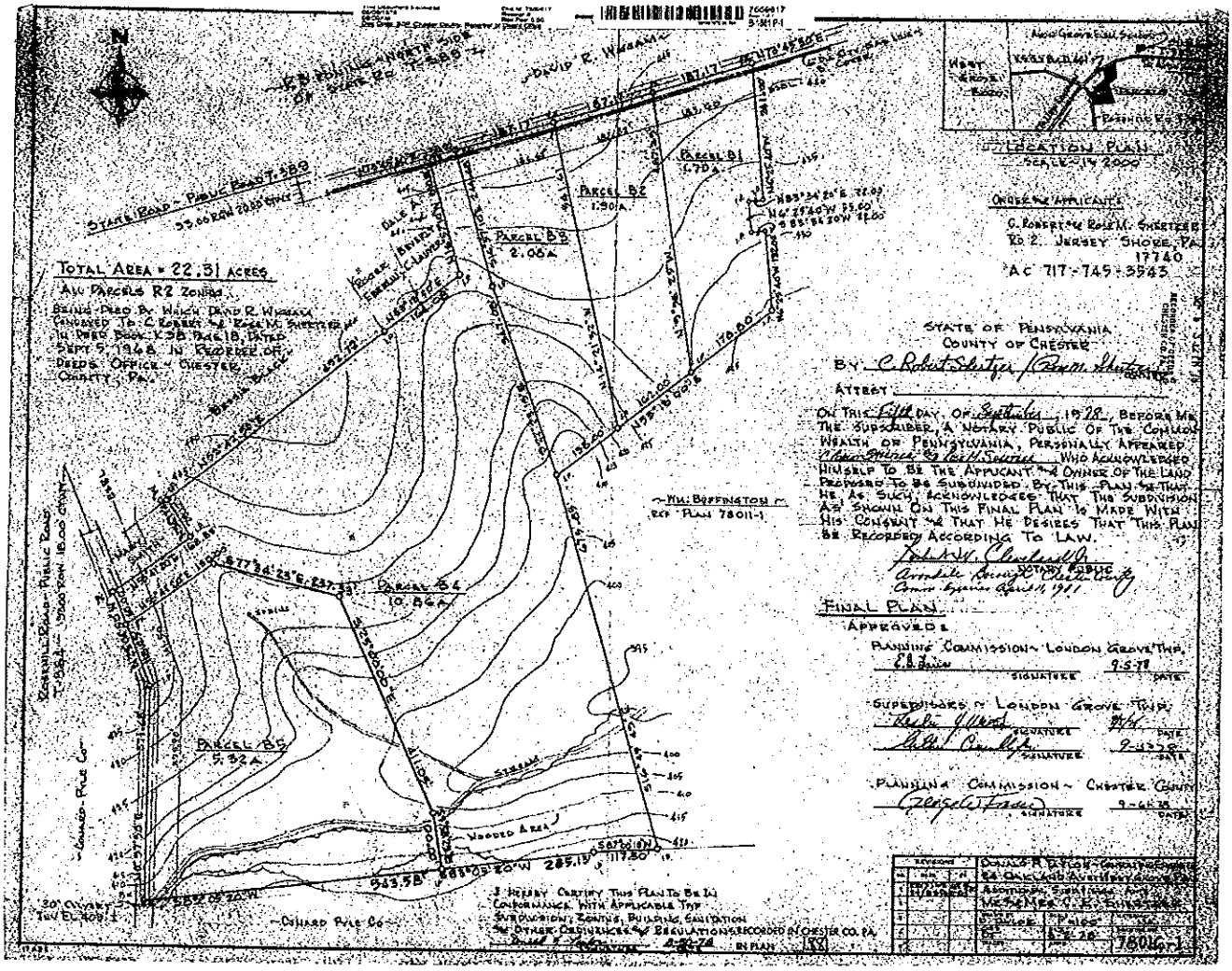
BEING Parcel B5B as shown on said Plan. UPI 59-8-160.3

BEING PART OF THE SAME PREMISES which David R. Wiggam, singleman, by Deed dated September 3, 1968, and recorded in the Office for the Recording of Deeds in and for Chester County, Pennsylvania, in Deed Book K-38, page 18, granted and conveyed unto C. Robert Shertzer and Rose M. Shertzer, his wife, parties hereto, in fee.

The property above described and being conveyed by this Deed shall be merged into and become part of adjoining land already owned by Grantee herein.

UNDER AND SUBJECT to restrictions now of record.

R 54MC 112


TOTAL AREA = 22.31 ACRES
ALL PARCELS R2 ZONING
BEING DED BY WALTER DAVID R. WEAVER CONVEYED TO C. ROBERT & ROSE M. SHELTER IN DEED BOOK K38 PAGE 18, DATED SEPT 9, 1948 IN RECORDER OF DEEDS OFFICE - CHESTER COUNTY, PA.
STATE ROAD - PUBLIC ROAD
PARCEL B1 1.70A
PARCEL B2 1.90A
PARCEL B3 2.06A
PARCEL B4 10.86A
PARCEL B5 5.92A
WOODED AREA
STREAM
LOCATION PLAN
SCALE: 1" = 2000'
OWNER & APPLICANT
C. ROBERT & ROSE M. SHELTER
RD 2, JERSEY SHORE, PA
17740
AC 717-745-3543
STATE OF PENNSYLVANIA
COUNTY OF CHESTER
BY C. Robert Shelter / Rose M. Shelter
ATTEST:
ON THIS 6th DAY OF September 1978, BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED C. Robert Shelter & Rose M. Shelter WHO ACKNOWLEDGED HIMSELF TO BE THE APPLICANT & OWNER OF THE LAND PROPOSED TO BE SUBDIVIDED. BY THIS PLAN & THAT HE AS SUCH ACKNOWLEDGES THAT THE SUBDIVISION AS SHOWN ON THIS FINAL PLAN IS MADE WITH HIS CONSENT & THAT HE DESIRES THAT THIS PLAN BE RECORDED ACCORDING TO LAW.
Notary Public
Arnold Smith
Chester County
Comm. Expires April 11, 1981
FINAL PLAN
APPROVED:
PLANNING COMMISSION - LONDON GROVE TWP.
9-5-78
SIGNATURE
DATE
SUPERVISORS - LONDON GROVE TWP.
SIGNATURE
DATE
PLANNING COMMISSION - CHESTER COUNTY
SIGNATURE
DATE
I HEREBY CERTIFY THIS PLAN TO BE IN CONFORMANCE WITH APPLICABLE TWP SUBDIVISION, ZONING, BUILDING, SANITATION & OTHER ORDINANCES & REGULATIONS
SIGNATURE
DATE
RECORDED IN CHESTER CO. PA
IN PLAN
DONALD R. DEVICK
ALTOONA, PENNSYLVANIA
PHILADELPHIA
PHONE
DATE
SCALE
1" = 20'
78016