Carol Desko

From:

Ed Ritti

Sent:

Thursday, June 21, 2012 9:04 AM Carol Desko

To: Subject:

Dilworth

Thanks for the titles on the east brandywine properties (12PA4539) - I need to see Deed Book S-24 page 74) - I don't know what these rights and conditions might be Thanks Ritti

Commonwealth Land Title Insurance Company

Commitment Number: 12PA4539

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

Commonwealth Land Title Insurance Company

Commitment Number: 12PA4539

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 PAY

184AC T. HALL ET UX

TO

THE BELL TEL. OD OF PA.

& PHILA ELECTRIC COMPANY

BE ITEMOM that for and in consideration of the payment by The Bell Telephone Company of Pennsylvania and Philadelphia Electric Company to the undereigned of the sum of the Dillar (\$1,00) and for other good and valuable considerations, the receipt whereof is hereby anknowledged the said Companies their successors and essigns, 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 Gutbriesville on the west side thereor, 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 therete) located at a point approximately 600 fest south from intersecting highway known as Little Washington-Lyndell Rd and extending south for a dist ance of approximately 2500 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 or Pennsylvania And also the further right and privilege to erent 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 Mashington Lyndell Rd. Towards Guthriesville 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 condults, manholes, gas mains, gas service pipes and appartenances, 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 afteresaid facilities as from time to time the aforeenid Companies shall deem requisite or proper for the purposes aforeenid, 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. M. Evens : \$0.05 :

Issec T. Hall

(SEAL)

Witnese: Thomas B. Keyes

1 Penna 1

Alice H. Hall

(SEAL)

: Stump :

I hereby certify the actual consideration was \$ 1.00 and nutsi advantages and benefite,

T. H. Evans

State of Pennsylvania, County of Chester, SS:-

on this 28th day of April A. D. 1937, before we, the subscriber, a motary Public residing in East
Whiteland Twp. personally appeared the above maned 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 my hand and Notarial seal the day and year first aforesaid.

Thomas B. Keyes, Justice of the Peace

East Whiteland Twp., Chester Co., Pa.

By commission expires 1st Mon. in Jan.

1942

Transcribed by: King Compared by: Kaliman tensacre Recorded June 8, 1937.

MDB. 68/13.

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#8

DEED

This Indenture,

Made the Blighteonth

try of

DALLAS PRATT

TO

MORRIS L. DILMORTH

November in the rear of our Lord, was thousand nice busined and fifty.

BETWEEN Dailas Pratt, Singlemen of Past Brathlywine Township, Cheater County, Pennsylvania, party of the first part, AND Morris L. Difworth, of Brat Brandywine Township, Chester County, Pennsylvania, party

of the second part: Whoeseth, That the said part y of the Brat part, for and in consideration of the sain of Othe Dillar lawful money of the United States of America, well and troly faild by the said part y of the accord part to the said part y of the first part, at and before the caseating and delivery of these presents, the receipt whereof is hereby acknowledged. In 5 grained, bargained, sold, allended, celested, conveyed and confirmed, and by these presents do not be said party of the receased part, h. B. 8 liefts and ratigat,

All Phat Cartain messuage, plantation and tract of land situated in the Township of Past Brandywine, County of Chester and State of Pennsylvania, bounded and described as follows:

Beginning at a post a corner, new or late of David Harris' land, thence by land, new or late of Mordecal Larkin and Samuel Harrison's, North eighty hime and a balf degrees fast one hundred and thirty two perches and three tenths to a stone in a public real, the one by land, new or late of the said Samuel Harrison, North fifty degrees hast nine perches and five tenths to a stone, thence by usus new ur late of Erra Wilson the three following courses and distances. South two degrees west soventy four perches and five tenths to a stone South eighty eight degrees and a half fast thirty law perches to a stone, south three degrees and a half fast thirty law perches to a stone, south three degrees and a half feet two perches, to a stone, thence by land, new or late of John Rea and Samuel Harrison, Morth eighty eight degrees and a half feet eventy seven perches and six tenths to a stone, thence by land, new or late of Samuel Harrison half feet seventy seven perches and a life hast eighty eight perches and six tenths to a stone, thence by land, new or late of John Chrisman, South eighty eight degrees and three quarters west ulter ty perches and tive tenths to a stone, thence by land, new or late of Javid Harris, North one degree and a half west one huntred and fifty six perches and six tenths to the place of beginning.

Containing one humined and eight acres and twenty five perchased is in it, be the same more or less.

Being the same premises which Charles H. Eletch, et us 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 281, granted and Countyed unto the party of who first part benefit in fee.

Unier And Subject to a certain rightof way granted by Isaac T. Rall, et ux. to the Bell Telephone Company of Pennsylvania and the Philadelphia Riectrin Company, Jated April 20th, 1947, and received in Miccollaneous Excepting Thereuit, all that certain message and tract of land, eludie in East Brainty-Book No. 68, Page 7540, Wine, Township, Choster County and State of Pennsylvania, bounded and Jestribed in follows, to with

Beginning at the nurthwest verner thereof, a point at a Walnut tree, on line of land of Clarence Cock, am being located a distance of 988.5 feetbastmard from a post marking the north west corner of land of which these premises were a part, thence by lam of Clarence Cook crussing the State Highmay from OmbrieSwille to Lymiell, and along in another public read, by land of William D. MirShall, respectively, would eighty six Jegrees and thirty five minutes east gir hundred and thirty nine and four tenths (639, 4) feet to a spice in the sall roal; thence by land of the granter of which these premises were a part, about to be conveyed to M. b. Othworth, south mine legrees and fifty minutes west, three hundred and twenty two and five tenths (322.5) feet to a stake; theree by the name; south eighty one legives and thirty minites west, two hunired and twenty also and five tenths (289,5) feet to a spike in the State Highway leading from Guthrissville to Lymball; thems along in the same the fullowing three courses . South mineteen degrees and fifty simtes Past, one humber and eight (108) feet to a point at the thirt a law leading to buildings on these provises; thence south eleven degrees and fifty nimbes east, two hundred and thirty five (235) feet to a point in said Righmay; the nos south one degree and forty minutes west, one hundred and eighty six (188) feet to a point in said Highway; the hes leaving the Highway by land of the same, North five degrees and ten nimber west, one human ild sixty five (185) feet to a point at the northeast corner of a specy thence still by land to be donwered be M. L. Dilworth, sucth twosty can degrees and fifteen minutes Bast, four hundred and forty eight and six tenths (448.6) feet to the place of beginning,

Containing ten am thirty five humireiths mores (10.35A)

The party of the first part, hereby graute, to the party of the second part, his heirs and assigns, a right of may over and soross the present briveway leading from the bymbell Oxtoriesyille Road/the barn located in the premises hereby acquired by the party of the second part, so long as the born and right of way shall be according to the premises hereby acquired by the party of the second part, so long as the born and right of way shall be

x1 Borth sixty the Jegreen and twenty minutes West six hundred and sixty eight (808) feet to a stake; thence by the same,

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The party of the first part bereby grants to the party of the second part, had bette and assigns, the right to obtain from the spring how supplying the dwelling house with mater, (first reserving a reasonable use for such dwelling), a sufficient water supply to take care of mat more than 25 bend of live stock in the barn located on the property hereby conveyed to the party of the second part, which mater supply shall emaints and be distributed through the present water supply and its measure facilities which now services said part. The cost of maintaining and remaining therippe line from the dwelling house attuate on the 10.35 acre tract (hereinbefore reserved) to the said barn shall be at the sole expense of the party of the second part, and the party of the second part shall have the right of lagress and excess over and across said 10.35 acre tract for the purpose of maintaining and remaining said pipe line.

tier gegenere, til die springen ette en der Formande (f. 1846). Die Gelich 1888 beha

The party of the second cart agrees for himself, his heirs and assigns, that me commercial building, dwelling or other untouchlings shall be erected within 300 feet of the commercial miffed as mirth 5 degrees lo ministed wast left feet; thence forth 21 degrees is ministed best 448.6 feet; mir within the area as divided by the following dourses and listances. From a stake on the Southwest corner of the and about to be conveyed by the party of the first part lies the course identified as South 61 degrees 20 ministed has took feet to a point in the Lymbell destries will know on continuing Southward alongthe center line of said road 880 feet to a point; there by a straight lies at right angles to said road along the existing ridge of land 718 feet to a point; thence more or less at right angles to said road along the existing ridge of land 718 feet to a point; thence more or less at right angles by a straight lies running northward to a point 300 feet East of a stake, being the place of beginning; mor upon that area of land the Pastery owness of which is described as South 6 degrees 50 ministed west 322.5 feet, and having a public road on the surtheast side thereoff and by a straight line projected westward from a distance of 322.5 feet measured from the intersection of the sefected within a public road and dayle have to a state in the Southeast obtains of land about to be occurred by the party of the first/art. Réserving always, however, to the pirty of the second part his heirs and assigns that right to rebuild the present buildings if destroyed by fire or in any other manner.

XX The address of the within tened Graptee le E. Braniyalte Tap., Chester Co., Pa.,

W. Porry Tysou

On bohalf of the grantee

Transcribed by Owe list

Recorded November 21,

Compared by RAMORE KRAUSER

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xil and a land identified as the devis Line on the Past side thereof.

DEPT COAL

Joseph P Trego Justice of the

My Cummission expires lot Monday to Jan 1800

TOCETHER with all and singuine, the buildings, improvements, woods, ways, rights, Rherties, privileges, hereditaments and appurtenences to the same belonging, or in any wise appentishing, and the recursion and reversions; excelleder not remaindent, seems, seems, propriet, property, posters, property, posters, property, posters, property, posters, posters, posters, property, posters, po TO HAVE AND TO HOLD the said premises, with all and singular the appurtrasances, heirs and assigns, to the only proper use, benefit, and beboof of the said part y of the second part. It 10 helps and analysis forever. min the said party the second part, party of the first part, for himself, his as of the second part, his as of the second part, his keies and utsigns forever, fast by these pricents, covenant, grant no appet, using wise non-verse, the said party of the first party, his should adjust the brackinsonest and privates between the said party of the first party, his being, against him the said party of the first party, his being, adjusted him the said party of the first party, his being, adjusted him the said party of the first party, his being, adjusted his of them present whomspecter lawfully obvious or claim the same or any part thereof. by, first or unlier him, her, them or like the or of them warrants and present and party of them. heim, all and alogular the hearditaments and permises berein by these presents Appendix act my IN WITHESS WHEREOF, The mid party hand and scall . Dated the of the first part to those presents day and year first shows written. Signed, Sealed and Delivered to the process of 1313, 20 1 Dallas Pratt (SEAL) Prances O'Bayle 1 1.R. (STAMPS + Received, the day of the date of the above ladenture, of the above like the title on the full on he idea than mentioned her of the Dallas Prate (SEAL) Chester up SQ, before me, A Justice of the Peace Duly commissioned in and for ON THE atphteenth day of Horseber the Communication of Pennsylvania the understand officer, personally appeared Dallas Prott, singleman, subscribed to the wirkin instrument, and acknowledged that known to me (as sullafactorily proven) to be the person whose nator Ly executed the same for the purposes therein contained, and desired the same might be crossded as such IN WITHESS WHEREOF, I bereinto set my hand and Official Seal.

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Line Ro. Ra.

RIGHT OF WAY TRULIA P., LOUGHLIN, ATTY IN PACT iro HY PACOUN OIL COMPANY, THE

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KIRKTCH

SYN

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THIS INSTRBUPRY WITHPSSPIH, than Dallas Pract, single man, by his Actorbey in Pace, Cynchia P. Loughlin of 8 Past 69th Bereet - Hew York City, hereinsteen called Grancor, for and in considerm ton of the sum of MINFTY (\$90.00) Dollars, the receipt of which is hereby acknowledged, does hereby gram, and release unto SOC MY-VACUMM OIL COMPANY, INCOMPORATED, a New York

RUM 19 4000 principal office at 26 Broadway, New York, N. Y., hereinafter colled Grantee, a right Wille. orporation under and through my lands in the Township of Past Brandywins, County of Chaster, State of Pann-Wiresis, bounded and described as follows:

the Burth by lands of Clarence Cook and Marshall Probt the Past by lands of Moore Property - Morris Dilworth

the South by laude of P. L. Bobeou on the West by lands of C. B. Spencer

constitute 11b acres, more or less, for the purposes, from time to time, of constructing at the location design population of pipe with such valves and firring and operating one or more lines of pipe with such valves and firrings and the pereisery or convenient, for the transportation of pereisum, gas and petroleum products and, from per to time, altering, enlarging, replacing, repairing and removing the same, with free ingress and egrese for ill of the above purposes, including the right to out and fell any brush or trees along the line of construct-

The Granter herein reserves the right to fully use and enjoy the Said premises except for the purposw hereighefore 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 murually agreed on, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Said rentor, his heirs or assigns; one by the said Graptse, 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 no that, one pipe line be laid under this grant, a sum equal to One Bollar per lineal rod of pips crossing the property above described shall be paid for each additional line so laid, as well as the damgsi, as above provided, and all pipe limes laid under this grant shall be buried to a sufficient deput so as on to interfere with the cultivition of the soil.

TO RAVE AND TO HOLD the above granted casesons and right of way, with the appartenances thereof, uns in the Said Grantes, its successors and assigns at all times hareafter. And said Grantor covenants that rakor will warrant said titls,

It is hereby understood that the party securing this grant on behalf of Grantes is without authority o make may coromano, agreement or representation not herein expressed.

IN WITHESS WEERSOF, I have hereumen eat my hand and seal this 7th day of January, 1946.

Signed, sealed and delivered in the presence of:

Chas. W. Stille

Cynthia P. Loughlin, (Att)

(1, 5,)

LAIRATON

SRAL.

PLATE OF REW YORK, COUNTY OF REW YORK, SS.:

On the 7th day of January A. U. 1946, before me the subscriber, a Motory Public in and for the said ace, residing in County of Queens personally appeared Cypthia P. Loughlin and in due force of law acknowledgis the above therrugat, to be her not and deed and desired the same to be recorded as such:

Without my hand and Notarial seal the day and year aforesaid.

Joseph Degen, Notary Public, Queets County, Queens Co. Clk's Bo. 509, Reg. No. 15-D-7 Certificates filed in N. Y. Co. Cik's No. B. Reg. No. 11-D-7 Brokx Co. Cik's No. 1, Reg. No. 12-D-7 Kinga Co. Clk's No. 1, Reg. Ho. 12-D-7 Commission expires March 30, 1947

TATE OF MEN YORK, COUNTY OF MEN YORK, 88.1

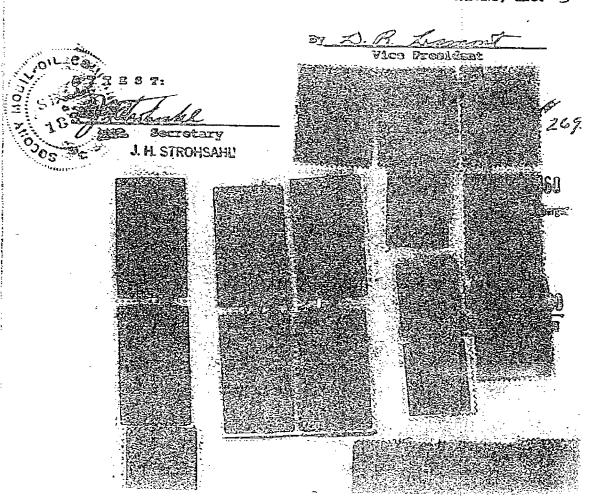
I. ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, the name being Court of Record having by law & seal, DO MERENY CERTIFY, that Joseph Degen whose hame is subscribed to the the set of the service of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC Thered deposition, certificate of acknowledgment or proof, was at the time us tanking that he has filed in the first and for said County, duly commissioned and sworm, and qualified to ach as such; that he has filed in be Clerk's office of the County of New York a certificate of his appointment and qualification as a Notary Pub to for the County of Queens with his authoraph signature; that as such Notary Public he was duly authorized by he laws of the State of New York to process notes, to take and certify depositions, to administer paths and fillumations, to take affidavits and certify the acknowledgment or proof of deeds and other written instruments or lands, tehemouse and heredisaments, to be read in evidence or recorded in this State. And further, that I well acquainted with the handwriting of Such Notery Public, or have compared the signature of such officer lab. his analograph signature filed in my office, and believe that the signature to the said appeared instrument Remaine.

MDS. 83/119

mar 2-1060 3:41 P.M. MAHIAZ STATE OF PERSYLVANIA) KNOW ALL MEN BY THESE PRESENTS COUNTY OF CHESTER That SOCONY MOBIL OIL COMPANY, INC., a corporation duly incorporated under the laws of the State of New York, (formerly known under the name of Socony-Vacuum Oil Company, Inc.) for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid by MAGNOLIA PIPE LINE COMPANY, receipt of which is hereby acknowledged, has sold, assigned, conveyed and delivered, and by these presents does sell, assign, convey and deliver unto Misco. MAGNOLIA PIPE LINE COMPANY, a corporation duly incorporated cibco under the laws of the State of Texas, with its principal office in Dallas, Dallas County, Texas, all of the right, title and interest of SOCONY MOBIL OIL COMPANY, INC., in, to and under all those certain right-of-way grants covering lands CHESTER and State located in the County of 17of shown on list attached hereto, PENNSYLVAN IA marked "Exhibit A" and made a part hereof, to the originals of which and the record thereof reference is here made for all purposes. TO HAVE AND TO HOLD the same unto said MAGNOLIA PIPE LINE COMPANY, its successors and assigns, subject, nevertheless, to the terms, conditions and provisions of said rightof-way grants, respectively, and assignee hereby assumes all obligations and liabilities hereafter accruing thereunder, and said SOCOMY MOBIL OIL COMPANY, INC., hereby binds itself, 128 at 400 % (n 3 13 196462-9

its successors and assigns, to warrant its titls under said right-of-way grants unto MACROLIA FIFE LIES COMPANY, its successors and assigns, against the claims of any person claiming by, through or under it.

SCCCHY MOBIL OIL COMPANY, IMC.



The undersigned; owners of premises situate on the east side of Dilworth Road, in the Township of EAST BRANDYWINE, County of CHESTER, Commonwealth of FRINSTLANDIA, as described in Deed doted March 31, 1769, and recorded in Deed Book No. S-36, page 557 dee, for and in consideration of the sum of One Dollar (\$1.00), paid by PHILA-DELETRIC COMPANY to the undersigned, the receipt whereof is hereby acknowledged, hereby grant to Philadelphia Electric Company its successors and ussigns, the uninterrupted right, liberty and privilege to install, maintain, repair, renew; inspect; relocate and remove such acrial and underground electric facilities including whres; cables, ducts, poles, unchor guys, manholes, handholes, transferners, and appartenances in, along, under and across said premises Beginning at a point on the northwest side of a certain drive, hald drive intersecting the east side of Dilworth Road, at a point approximately 3200 feet northwest of Hopewell Road (LR 1512h) and axisanding thence from said point of beginning in an eastwardly direction and paralleling the said northwest side of said drive the miderigmed, as shall be necessary for the transmission and will stribution of electricity.

Also the right to radiate from said electric facilities for the purpose of providing electric service for light, heat and

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

The undersigned agree that no halfalants.

the undersigned agree that no building or other remanent structures shall be erected over sald underground electric facilities.

EXECUTED this 27th day of

to the professe of:

(SEAL) (SEAL)

CCHYONWEALTH, OF PENTSYLVANIA

CCURTY OF CALL

CRUTHY OF CALL In ultress whereof, I hereunto set by hand and possible is seal.

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Rec in ches to B in their Dd BK ir 164 13 489

800x 184 mit 499

In consideration of the payment of One Dollar (\$1.00), the receipt of which is hereby acknowledged; the undersigned grant (a) 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) anthor

with guy wire and appurtenances in and upon the promises of the undersigned,
Sinuate on the east side of Dilyorth Road (T-109), the said pole to located
at a point approximately 2425 south of a highest known as Lefteries Road and 18' east
at a point approximately 2425 south of a highest known as Lefteries Road and 18' east
of the centerline of Dilyorth Road (T-109), the mid 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

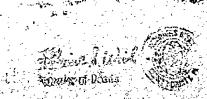
in the Township of East Businwine County of CHESTER and Commonwealth of Pennsylvania; together with the right of ingress and egress for the purposes aforesaid. A.D. 1986 day of EXECUTED tills

COMMONWEALTH OF PENNSYLVANIA) COUNTY OF CHESTER

On this, the 300 day of Just 1937 before me, on this, the Charlet the undersigned officer, personally appeared the undersigned officer. Discours And known to me for satisfactorily proven) known to me for satisfactorily proven) to be the person(s) whose name(s) ART 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.

PHILADELP LELEUTRIC CO. My Commission Expires:

P. O. BOX /1
COATESVILLE, 1987



\$ '·	San Albania	[11] , [연호] 보면 전 : 보통하다 등학 : 숙하는 사람이 그 : # # # # # # # # # # # # # # # # # #	
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	270wnah	Company GRA	
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COMMONWEALTH OF PENNSYLVANIA) 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.

Notary Public

RIGHT OF WAY

File Number: 35-22575

THIS INDENTURE, made this & day of legent A.D. I between LAWERANCE M. DILMORFA CON MARYLAND L. DILMORFA, (the "Grantor"), of the one of the property company, a Penr Corporation, (the "Company") A.D. 1994, COMPANY, a Pennsylvania

WHEREAS, The Grantor is the owner of presides 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 Ec., 197 Ec.,

' 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 accross 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

BK380 iP61942

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 gry as may be necessary to stabilize any poles. In addition Company way also construct, install and maintain electric transformers, pads enclosures, wires, tables 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 of future roads. The location of any other facilities to be constructed installed and maintained by virtue of this agreement shall be shown and delimeated 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.
- 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 WITHESS WHEREOF, the said Grantor to these presents has hereunto set its hand and seel. Dated the day and year first above written.

EXECUTED THIS ALLA DAY OF AUQUST A.D. 1994

WITMESS:

LAWERANCE W. DILWORTH

(SEAL)

Maryland L. Dilartt (SEAL HARYLAND L. DILMORTH

COMMINEALTH OF PENNSYLVANIA
COURTY OF Chester

on this, the 24 day of August, 1994, before me, second a Notary Public, personally appeared Lawerance 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 WITMESS WHEREOF, I hereunto set my hand and official seal.

Notarial Seel

Mary Both De Abreu, Hotary Public

Calls Timp., Choster County

My Commission Explice June 29, 1968

POTARY PUBLIC

My Commission Expires: June 29, 1998

BK3801PG1944

ACCEPTANCE OF THE PARTY OF THE 8K3801P61945

HIP .



County of Chester, Pennsylvania

1	10001
	OFFICIAL USE
Agricu Forçsi	Initial Use IP Agricultural Reserve II Reserve II Disapproved , / II
	
Recinte	Append Office Date
	Record Book Page Date

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

00 27

- 1. This application must be completed and executed by all file simple owners of the property for which application is being made. Should the property be titled in the name of a corporation, the application says be executed by the individual authorized by opporation resolution to do so. Should the property be titled to an entity other than a corporation, the application must be excepted by an individual dusty 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 neggized.
- 3. This application may be filled 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 brochare. 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.

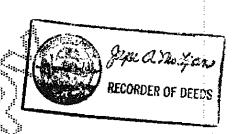
This application compiles with the uniform standards developed for preferential assessment applications by the Commonwealth of Pennsylvania, Department of Agriculture on form AAO-82 - May, 1975.

PARCEL NUMBER (S):	<u>• 30</u>	2	. 58	ACREAGE:	10.982
				ACREAGE:	
ROPERTY LOCATION:	Dilworth Road				
	East Brandywir	e Township	ty Address	:	
OWNER'S NAME(S):	Dilworth Munic	ipality (Name of City	y, Borough, or T Mary land	ownship)	L.
	Last		First		
	Last		First		Initial
Other than individuals, use first lin	s only for entity or corporation	name, second for name of	f authorized individu	al.)	
MAILING ADDRESS:	479	Dilworth Road	· · ·	·	
	Number Downingtown	•	Street	PA	19335
TELEPHONE NUMBER:	•	City	(610)	State 269-3629	ZIP
	Daytime	Number		Home Number	
	BK4432	P60165			

	, , , , , , , , , , , , , , , , , , ,						
1.	Is this parcel 10 contiguous acres or more	NA	Yes	No	N/A 7. If this parcel is found not eligible under	Yes	No
••	in size?		H		Agricultural Use or Forest Reserve, do		
_	The second second second				you want it considered under Agricultural		
2.	Does this application represent the total acres in the purcel?				Reserve Land when you understand that this category assures that the land be		
	soire in one barrett			u	incommercial, open to the public for		
3.	If this percel is less than 10 acres, can			,	respection at no charge or fee, and with		
	you verify that the land is now devoted to			13	no discrimination against any person		_
	Agricultural Use and that the land will be		.;	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	using the land?		100
	used to generate \$2,000 annual gross income? (Froof will be required.)	o d	'n	(1) (1)	If your answer is "yes" to Question 7, do		
	mounts. (11001 MIL DE 1 miletoria)	- April			you agree to these stated conditions?		
4.	If this parcel has open tillable land, is it		. 1. 1		Appetro		
	now devoted to Agricultural Use, and has	أنتنج يحسر أوان	. المناه		8. Do you understand that if this application is		
	it been so for the preceding three years?	واللائ		٠پ	approved, it will remain in effect continuously until the land owner changes the agricultural		
5.	If this parcel has Porest Land, is the land.		1,		use from the approved category? At that		
	stocked with trees of any size, and is it				time a foll-back tax, plus interest, must be	/	
	capable of producing wood products in	· • •	_		paid for a period not to exceed seven (7) years.	W	
	excess of 25 cubic feet per acre each year?	. 1887		D	9. Please check each that applies:		
6.	Do you or anyone else currently conduct a	1 -		5.5	and a spiritual carrier carrier carrier carriers.		,
	non-agricultural commercial husiness on	i,			Do you have an approved Conservation plan?	THE STATE OF THE S	. 13
	this land percel that exceeds two acres?			Ø			
	If the answer is "yes" list or describe		er e		B. Is this parcel now approved under Act 515?		
	those activities below:		f r		C. Do you lease any minerals on this percel?		
			l k		A. S.A. J.A. Stille, see 3 months and some houses.		
			1, 1		Inactive Active		
	and to be a second		***	****	D. To this manual formered mand to condition and		
					 D. Is this parcel located next to environmen- tally significant areas such as parks, 		•
					historic areas, lakes, etc.?		
					TIS INCIDENT MEDICAL CHECK		
				_	Located across street fm Bran	dywi	ue
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clar	unty assessor of a proposed change in use of t	he land,	a split	off o	Located across street fm Brar Community Park tion is approved for preferential assessment, to submit 30 a portion of the land, or a conveyance of the land. The tatements, has been examined by him/her, and to the best	days no indersi	otice gned
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RENEGOTIATION OF ACT 515 CONTRACT AND COVENANT PURSUANT TO ACT 319

OWNER: Mary	land L. [Di]worth
RE: Tax Map Parcel No.: 30-2	-58 /
RECORDER OF DEEDS REFERENCE: 396	-58 24 pg - 2753 24 pg - 2753
LAND COVENANT DOCKET NO: 27	1996
1. The undersigned Owner(s), or their predecess	ors intitle, 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 Coversing is day	ed $\frac{7/27}{}$, 19 $\frac{95}{}$, and recorded in the
Office of the Recorder of Deeds of Chester County, Pen	nsylvania, 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 mu	tual promises contained therein, the undersigned Owner now
desires to and hereby does renegotiate the Act 515 Contra	ct and Covenant and the County of Chester hereby agrees and
does so renegotiate. Both parties to this renegotiation a	ree to modify and amend the existing Act 515 Contract and
Covenant to conform to and to include all terms and co	inditions 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 sha	all 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	e 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 () years.
4. Owner acknowledges receipt of a copy of Ac	319 prior to the execution of this Agreement.
APPROVED BY THE COUNTY OF CHESTER	•
ATTROVED BY THE COUNTY OF CHESTER	W 1140'1 -
BY: Selling	Maryland L. Dilworth Owner: Maryland L. Dilworth
County Solicitor	Owner: Malo Talla Et Britist St.
	Owner
ACKNOW	LEDGEMENT
COMMONWEALTH OF PENNSYLVANIA:	
COUNTY OF CHESTER : SS.	:
On this, the 21st day of Boy	, 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 ex	ecuted the same for the purposes therein contained.
IN WITNESS WHEREOF, I have hereunto set my hand at	nd notarial seal.
Notarial Seal Kathleen A. Davis, Notary Public West Chester Boro, Chester County My Commission Expires July 3, 1998	Notary Public Saller G Joure My Commission Expires:
ASSESSMENT - FORM #173.5 REV. Manufact Permay/veria Association of Notwice	(SEAL) BK4432PG0167
-	fil Land



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

CHESTER COUNTY, PA OFFICE OF THE RECORDER OF DEEDS

in a second

RECEIPT NO: 034521 TYPE DOC: MISC

REC FEE : 13.00

LOC RTT : 0.00

ST RTT : 0.00

WRIT TAX : 0.50

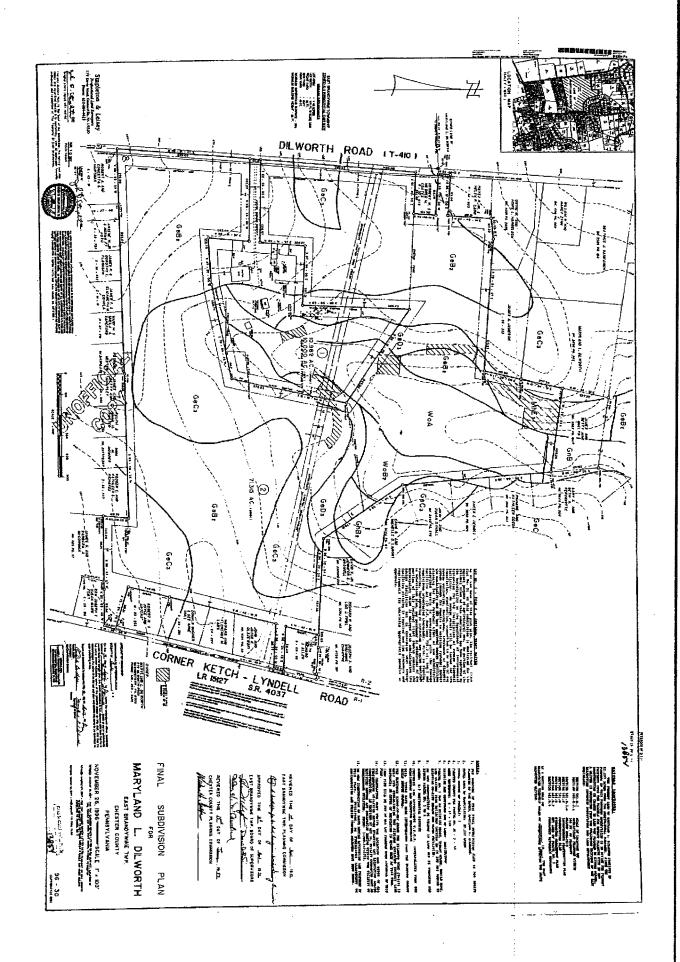
BATE: 10/07/1998 TIME: 09:17R INST MOL:

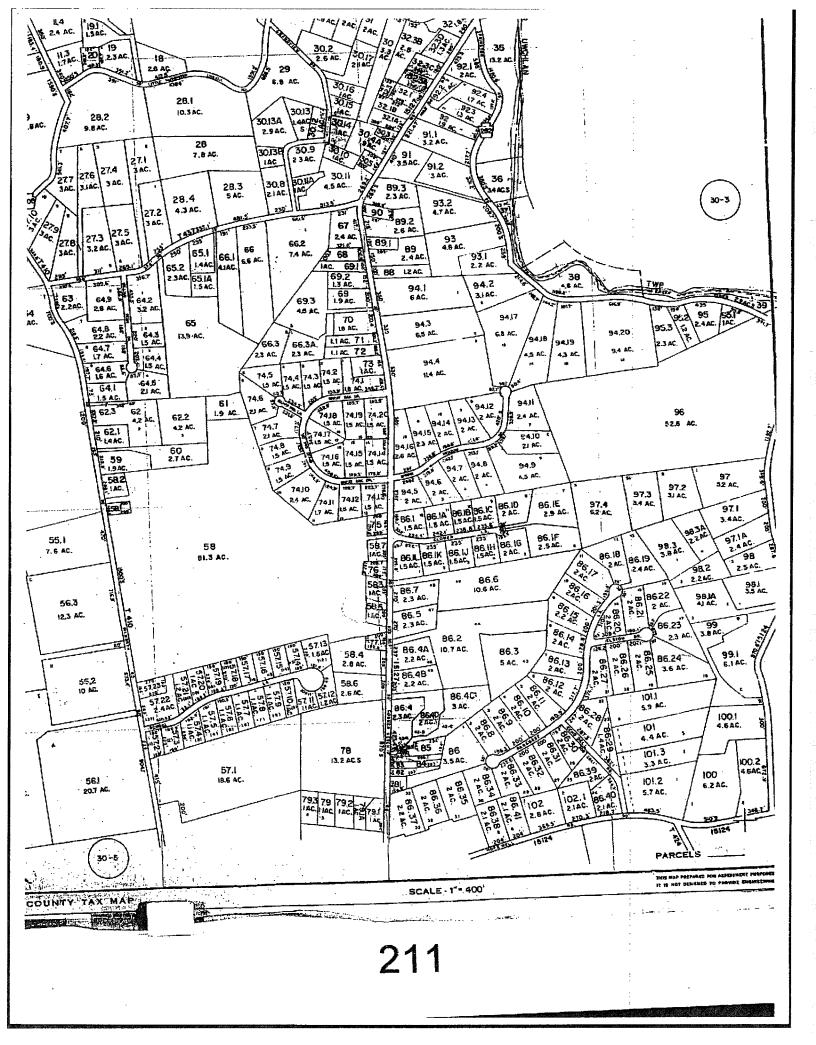
CHESTER COUNTY, PA OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO: 034521 TYPE BOC: CO REC FUND
REC FEE : 1.00
LOC RFT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00
BATE: 10/07/1996 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





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: 12PA4539 X €

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.

MORT OF WAY ISAAC T. HAL BY UX THE BELL TEL, CO OF PA.

& PHILA ELECTRIC COMPANY

BE ITEMOW that for and in consideration of the payment by the Bell Telephone Company of Fermeylvania and Philadelphia Electric Company to the undersigned of the sum of one moller (\$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 Guthriesville 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 therete) 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 2500 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 Mashington Lyndell Rd. Towards Guthriesville 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, renem, 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 afteresaid 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. M. Evans

IBRAC T. Hall

(SEAL)

Witness: Thomas B. Keyes

: Penna :

Alice H. Hall

(SEAL)

: Stump :

I hereby certify the actual consideration was \$ 1.00 and mutal advantages and benefits.

State of Pennsylvania, County of Chester, SS:~

on this 28th day of April A. D. 1937, before me, the subscriber, a Motary 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 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. 1942

Transcribed by: King Compared by: HALLMAN LONGACRE

Recorded June 8, 1937.

MDB. 68/13.

#8

DEED

This Indenture,

Made the elghteenth

ay of

DALLAS PRATT

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MORRIS L. DILMORTH

November in the year of our Lord, see about and distributed and fifty
BETWEEN DallaS Pratt, Singlemen 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 part y of the first part, for said in consideration of the sum of Otto Dollar lawful money of the United States of America, well and truly paid by the said part y of the second part to the said part y of the second part to the said part y of the first part, at and before the essealing and delivery of these presents the receipt winered it hereby schnowledged. In 8 grain, bergain, set, allow grain, bergain, set, allow, conveyed and conditrated, and by these presents the receipt winered in the second part. The second part is the second part to the secon

All That Certain messuage, plantation and tract of him 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, new or late of David Harris' land, thence by land, new or late of Mordecal Larkin and Samuel Harrison's, North eighty nine and a half degrees East one hundred and thirty two perches and three tenths to a stone in a public road, thence by land, new or late of the said Samuel Harrison, North fifty degrees East nine perches and five tenths to a stone, thence by mind now or late of Exra Wilson the three following courses and alleances, South two degrees west seventy four perches and five tenths to a stone South eighty eight degrees and a half East thirty two perches to a stone, south three degrees and a half west two perches, to a stone, thence by land, new or late of John Rea and Samuel Harrison, North eighty eight degrees and a half west degrees and a half west seventy seven perches and still the stone, the noc by land, new or late of Samuel Harrison and John Rea, South three degrees and a half that eighty eight perches and eight eighty perches and eight perches and eight perches and three quarters west nine ty perches and five tenths to a stone, the noc by land, new or late of John Chrisman, South eighty eight degrees and three quarters west nine ty perches and five tenths to a stone, the noc by land, new or late of Javid Harris, North one degree and half west one handred and rifty six perches and six tenths to the place of beginning.

Containing one hundred and eight acres and twenty five perches of land, be the samehore of less.

Being the same premises which Charles H. Elston, et ux by deed dated June 28th, 1941, and reforded in the Recorder of Deede Office of Chester County, in Deed Book T 20, Volume 491, Page 261, granted and Councyed unto the party of the first part bereto in fee,

Under And Subject to a certain rightof way granted by Isaac T. Hall, et ux. to the Bell Telephone Company of Pennsylvania and the Philadelphia Electric Company, dated April 20th, 1947, and recorded in Miscellaneous Excepting Thereout, all that certain messuage and tract of land, altuate in Bast Brandy-Book No. 68, Page 735c. with Temporal Chester County and State of Pennsylvania, bounted and Jescribed as follows, to white.

est dorner thereof, a point at a Walnut tree, on line of land of Clarence Cook, Beginning at the north all belog looned a distance of 988,5 feetestward from a post marking the north west corner of land of which these premises were a part, themse by land of Clarence Cook crossing the State Highmay from Gunhrie Sville to Lymbell, and along the another public real, by land of William D. Marshall, respectively, south eighty six degrees and thirty five minutes east six hundred and thirty also and four touths (639, 4) feet to a spine in the said road; thence by land of the granter of which these premises were a part, about to be neighbors to M. L. dilworth, south this degrees and fifty mimtes 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 minites west, two huntred and twenty nine and five tenths (229.5) feet to a spike in the State Highway leading from Guthriesville to Lyniell; theme along in the same the following three courses , South mineteen degrees and fifty minutes Past, one humired and eight (108) feet to a point at the tent of a lane leading to buildings on these provides; thence south eleven degrees and fifty minutes easy two hundred and thirty five (235) feet to a point in said Highway; theme such one degree and furty minutes west, one hundred and eighty six (186) feet to a point in said Highway; thence leaving the Highway by lam of one same, North five degrees and ten minutes west, one humbed aid sluty five (186) feet to a point at the northeast corner of a shear thence still by laid to be conveyed to M. I. Dilworth, much twenty one degrees and fifteen minutes East, four humared and forty eight and six tenths (448.6) feet to the place of beginning.

Containing ten and thirty five huntreaths acres (10, 354)

The party of the first part, hereby grapts, to the party of the second part, hid beirs and assigns, a right of way over and forces the present driveway leading from the bymbell Guthriesville Read/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 una jegrees and twenty minutes West six hundred and sixty eight (868) feet to a stake; thence by the same.

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The party of the first part hereby grants to the party of the second part, his heirs and assigns, the right to obtain from the spring now supplying the dwelling house with water, (first reserving a reasonable use for such dwelling), a sufficient water supply to take care of not more than 25 head of live stock in the barn located on the property hereby conveyed to the party of the second part, which water supply shall emaints and be distributed through the present water supply and its necessary facilities which now services said farm. The cost of maintaining and renewing thepipe line from the dwelling house situate on the 10.35 acre tract (hereincefore reserved) to the said barn shall be at the sole expense of the party of the second part shallkave the right of ingress and egress over an across said 10.35 acre tract for the purpose of maintaining and renewing said pipe line.

and the second of the contract of the contract

The party of the second part agrees for himself, his heirs and assigns, that no connercial building, dwelling or other outbuildings shall be erected within 500 feet of the course identified as forth 5 degrees 10 minutes west 168 feet; thence worth 21 degrees 18 minutes west 448,8 feet; individual to the following courses and distances: From a stake on the Southwest corner of the Anni about to be conveyed by the farty of the first part along the course industried as South 61 degrees 20 minutes was 688 feet to a point in the lymell cuthriswille wear; thence continuing Southward alongston center line of said read 680 feet to a point; thence were a stright line at right angles to said for a long the existing ridge of land 715 feet to a point; thence were or less at right angles to said for a running northward to a point 300 feet was of what, being the place of beginning, mor point that area of land the wastern course of which is described as South 0 degrees 50 minutes west 322,5 feet, and having a public road on the metheast side thereoff and by a straight line projected western from a distance of 322,5 feet measuref from the intersection of the aforementation public road and Davis lane to a stake in the Southesst corner of land about to be conveyed by the party of the firstfark. Reserving always, however, to the party of the second part his helps and assigns the right to rebuild the present buildings if destroyed by fire or in any other manner.

XX The address of the within mand Grantee is E. Brandywite Two., Chester Co., Pa., M. Perry Tyson

On behalf of the grantee

xil and a lane identified as the Davis Line on the East side thereof.

TOGETHER with all and singular, the buildings, improvements, woods, ways, rights, Rhertles, privileges, bereditsments and appurtenances to the same belonging, or in any wise appertishing, and the reversion and reversions; remainder and remainders, rents, baues, and profits thereof, and of every part and parcel thereof: AND ALSO, all the estate right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said part y of the first part, of, in, and to the said premises, with the appurtenances:
TO HAVE AND TO HOLD the said premises, with all and singular the appurtena water the said party of the second part, \$1.0 beirs and staigns forerer. heirs and assigns, to the only proper use, benefit, and behoof of the said part y And the said party of the first part, for himself, his of the second part, his by these present, corenant, grant and agree, to and with the said part Y heirs everytors and administrators, do 68 heirs and assigns forever, that party of the first part, his crited and intended so to be, with the appartenances, unto the said party helm, all and alneular the hereditaments and premises herein and granted, or mentioned and intended so to be, was me apparentments to the same against all and error other person or against him the said party of the first part, his heirs, and against all and error other person or region that the said or any part thereof, by, from or niner him, her, them or any of them WARRANT AND FOREVER DEFEND. heirs and assiste arainst SHALL AND WILL by these presents IN WITHESS WHEREOF, The said pany SHALL AND WILL of the first part to these presents hand and seal . Dated the day and year first above written. Signed, Sealed and Delivered in the p 1313, 20 1 (SEAL) Dallas Pratt Frances O'Bayle 1 1.R. I STAMPS 1 Received, the day of the date of the above Inde ture, of the above hidden grantees the full consideration mentioned herein. (JEAL) Chester Pennsylvania. County of 1950, before me, A Justice of the Peace Duly commissioned in and for ON THE eighteenth day of November the Commouwealth of Pennsylvania the understrand officer, personally appeared Dallas Pratt. singleman. known to me (or satisfactorily proven) to be the person whose name 1 g subscribed to the within instrument, and acknowledged that executed the same for the purposes therein contained, and desired the same might be recorded as such. IN WITNESS WHEREOF, I bereunto set my hand and Official Scal, Transcribed by Gwe us OPPLCI AL Joseph P. Trego Justice of the/ Compared by RAMORY KRAUSER My Commission expires 1st Monday in Jan. 1808

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Line No. Rs.

RIGHT OF WAY MAIA P. LOUGHLIN, ATTY IN PACT

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'nο ACOUNT OIL COUPANY, IN INC

THIS INSTRUMENT WITHPESPIH, than Dallas Prant, single man, by his Autorney in Pact, Cynthia P. Loughlin of 6 Past 69th Street - New York City, hereinafter called Grantor, for and in consideration of the sum of MINFTY (\$90.00) Dollars, the receipt of which is hereby acknowledged, does hereby grain and release unto SOC MY-VACUUM OIL COMPANY, INCOMPORATED, a New York

MAN 19 per 3-rincipal office at 26 Broadway, New York, N. Y., hereinafter called Grantes, a right ration having its principal office at 26 Broadway, New York, N. Y., hereinafter called Grantes, a right may over, under and through my lands in the Township of Past Brandywine, County of Chester, State of Pennyvania, bounded and described as follows:

by the North by lands of Clarence Cook and Marshall Probt the Past by lands of Moore Property - Morris Dilworth

On the South by lands of F. L. Dobson

The the West by lands of C. B. Spencer considing 115 acres, more or less, for the purposes, from time to time, of constructing at the location designated granded by Grandes herein, and maintaining and operating one or more lines of pipe with such valves and firtings s may be necessary or convenient, for the transportation of petroleum, gas and petroleum products and, from ties to time, altering, enlarging, replacing, repairing and removing the same, with free ingress and egress for Il of the above purposes, including the right to cut and fell any brush or trees along the line of construct-

The Grantor herein reserves the right to fully use and enjoy the said premises except for the purpos-, here thosfore 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 murtally agreed pol, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said praisor, his heirs or assigns; one by the said Grantes, its successors or assigns, and the third by the two so ppointed as aforesaid, and the written award of such three persons shall be final and conclusive.

Should re than one pipe line be laid under this grant, a sum equal to One Bollar per lineal rod of pus crossing the property above described shall be paid for each additional line so laid, as well as the damgs, as above provided, and all pipe lims laid under this grant shall be buried to a sufficient depth so as or to interfere with the cultivation of the soil.

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

It is hereby understood that the party securing this grant on behalf of Grances is without authority o sake 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. Stine

Cyuthia P. Loughlin, (Att)

(L.S.)

STATE OF NEW YORK, COUNTY OF NEW YORK, 85 .: On the 7th day of January A. D. 1948, before me the subscriber, a Notary Public in and for the said tate, residing in County of Queens personally appeared Cynthia P. Loughlin and in due form of law acknowledgd the above lustrument to be her act and deed and desired the same to be recorded as such;

WithesS my hand and Notarial seal the day and year aforesaid.

. Joseph Degen, Novary 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 Warch 30, 1947

: NOTARIAL SRAL

MATE OF NEW YORK, COUNTY OF MEW YORK, BS.;

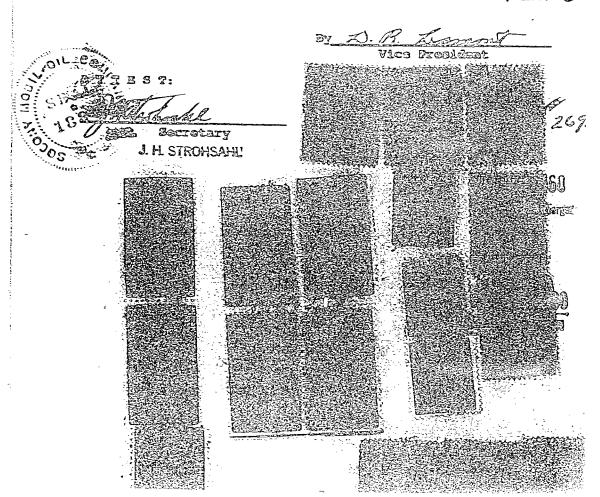
I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, the same being Court of Record having by law a seal, DO MERESY CERTIFY, that Joseph Degen whose hame is subscribed to the hexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC teting in and for said County, duly commissioned and sworm, 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 Pub to for the County of Queens with his authorized by the as such Notary Public he was duly authorized by he laws of the State of New York to process notes, to take and certify depositions, to administer oaths and interestions, to take affidavits and certify the acknowledgment or proof of deeds and other written instruments or laids, telements and hereditaments, to be read in evidence or recorded in this State. And further, that I well acquestited with the handwriting of such Notary Public, or have compared the signature of such officer th his sucograph signature filed in my office, and believe that the signature to the said annexed instrument gemuine.

MDS. 83/117.

official filed Tran 2-1960 3:41 P.H F134142 STATE OF PENNSYLVANIA) KNOW ALL MEN BY THESE PRESENTS: COUNTY OF CHESTER That SOCONY MOBIL OIL COMPANY, INC., a corporation duly incorporated under the laws of the State of New York, (formerly known under the name of Socony-Vacuum Oil Company, Inc.) for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid by MAGNOLIA FIPE LINE COMPANY, receipt of which is hereby acinowledged, has sold, assigned, conveyed and delivered, and 1350 B by these presents does sell, assign, convey and deliver unto MAGNOLIA PIPE LINE COMPANY, a corporation duly incorporated ecloca under the laws of the State of Texas, with its principal office in Dallas, Dallas County, Texas, all of the right, title and interest of SOCONY MOBIL OIL COMPANY, INC., in, to and under all those certain right-of-way grants covering lands CHESTER located in the County of and State PENNSYLVAN IA shown on list attached hereto, marked "Exhibit A" and made a part hereof, to the originals of which and the record thereof reference is here made for all purposes. TO HAVE AND TO HOLD the same unto said MAGNOLIA PIPE LINE COMPANY, its successors and assigns, subject, nevertheless, to the terms, conditions and provisions of said right of-way grants, respectively, and assignee hereby assumes all obligations and liabilities hereafter accruing thereunder; and said SOCOMY MOBIL OIL COMPANY, INC., hereby binds itself, 50 GIC 967 OF CE SON 128 is 400 % SON

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

SOCCHY ROBIL OIL COMPANY, INC.



The undersigned, owners of premises situate on the east side of Dilworth Road, in the Township of EAST BRANDYWINE, Country of CHESTER, Commonwealth of FENNSYLVANIA, as described in Deed dated March 31, 1769, and recorded in Deed Book No. S-38, page 557 &c., for and id consideration of the sum of One Dollar (\$1.00), paid by Phila-DELPHIA ELECTRIC COMPANY to the undersigned, the receipt whereof is hereby acknowledged, hereby grant to Philadelphia Electric Company its successors and ussigns, the uninterrupted right, liberty and privilege to install, maintain, repair, renew; inspect, relocate and remove such acrial 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 roint 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 Hopewell Road (LR 1512h) and extending thence from said point of beginning in an eastwardly direction and paralleling the said northwest side of said drive the undersigned, as shall be accessary for the transmission and said sisteribution of electricity.

Also the right to radiate from said electric facilities for

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

The undersigned agree that no builties.

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

EXECUTED this 27th day of

In the professor of: Sillmit

In vitness whereof, I hereunto set by

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My Commission Expires;

800x 184 mii 489

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 exect, construct, install, use, the property maintain, repair representations on (1) related to the payment of the paym 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, Sinuare on the sast side of Dilworth Road (T-109), the said pole to located at a point approximately 2425, south of a highest known as Jefferies Road and 18, east at a point approximately 2425, south of a highest known as Jefferies Road and 18, east of the centerline of Dilworth Road (T-109), the said anchor and guy wire to extend of 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 BRANDYWINE COUNTY of CHESTER and Commonwealth of Pennsylvania; together with the right of ingress and egress for the purposes aforesaid. A.D. 1986 EXECUTED this

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						V				

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CHESTER

On this, the Job day of Just 1937, before me.

The property of the understand officer, personally appeared the understand to the for satisfactorily proven) to be the person(s) whose name(s) M2 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.

PHILADELP LELUTRIC CO. My Commission Expires
P. O. BOX /1
P. O. BOX /1

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COMMONWEALTH OF PENNSYLVANIA)

SSOUTH

COUNTY OF

On this, 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.

Notary Public
My Commission Expires;

74

RIGHT OF WAY

File Number: 35-22575

THIS INDESTURE, made this, day of largest A.D. 1994, between LAWERANCE M. DILMORTH ONE MARTINED L. DILMORTH, (the "Grantor"), of the one call and reco 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 &c.,

NOW, THEREFORE, THIS INDENTURE WITHESSETH: 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, 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 eggess accross the premises and the right to trim and keep trimmed. egress accross 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 | 942

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 gay as may be necessary to stabilize any poles. In addition Company may also construct, install and maintain electric transformers, pads anclosures, wires, cables and other appurtenances within an area net to exceed 15 feet of sither 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 The Company may install and construct said facilities inside
- (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;
- 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.

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

24th DAY OF EXECUTED THIS

WITHESS:

COMMONWEALTH OF PENNSYLVANIA

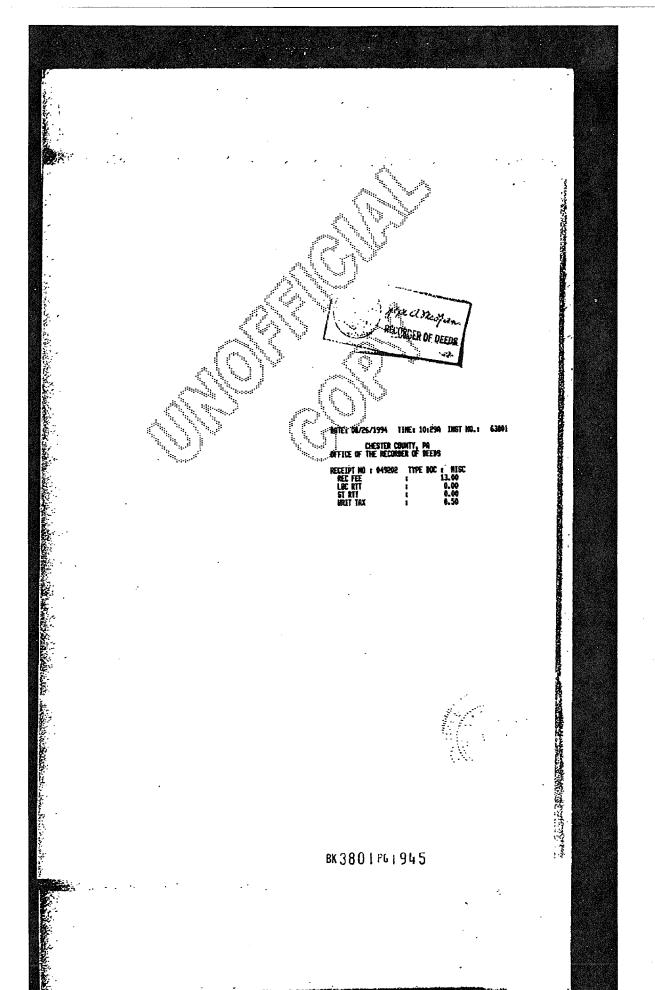
country or Chester

On this, the 24th day of August 1994, before me, a Notary Public, personally appeared Lawerance 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 WITHESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: June 29,1998

BK 380 | PG | 944







(Sun)

County of Chester, Pennsylvania

OFFIC	<u>IAL USE</u>
Agricultural Use 50/ Forest Reserve 10	Agricultural Reserve Disapproved 10/2/4
Assessment Of	fice Date
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 obsporation resolution to do so. Should the property be titled to an entity other than a corporation, the application must be executed by an individual dully 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 not arized.
- 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.	Peak Mapping 10	9/10/97 Res_				
PARCEL NUMBER (S):	• 30 • 30	2	62.2 - 55	ACREAGE:	4.2 7 1.1		
-	a 30	30 2		ACREAGE:	71.315		
PROPERTY LOCATION:	Dilworth R	toad					
	East Branc	Pr lywine Township	operty Address				
OWNER'S NAME(S):	The Dilwor	Municipality (Name of th Family Limite	f City, Borough, or Tov ed Partnership	vnship) 			
1		Last First DFLP, Inc., Maryland L. Dilworth, Pres., Gen. Partner					
_	Last		First		Initial		
(Other than individuals, use first l	ine only for entity or cor	poration name, second for na	ame of authorized individual.)			
MAILING ADDRESS:	479	Dilworth Road					
	Number Dow	ningtown	Street	PA	19335		
TELEPHONE NUMBER:		City	(610	State) 269-3629	ZIP		
	D	aytime Number		Home Number			

BK4265P60736

AIISW	ci an questions:							
[r		NA	Yes	No		N/A	Yes	No
	Is this parcel 10 contiguous acres or more in size?	iva		,,,,		If this parcel is found not eligible under Agricultural Use or Forest Reserve, do	100	
	Does this application represent the total		_	,	1	you want it considered under Agricultural Reserve Land when you understand that		
	acres in the parcel?				ŀ	this category requires that the land be non-commercial, open to the public for		
	If this parcel is less than 10 acres, can					recreation, at no charge or fee, and with		
	you verify that the land is now devoted to Agricultural Use and that the land will be					no discrimination against any person using the land?		12
'	used to generate \$2,000 annual gross	1						•
	income? (Proof will be required.)	Ø				If your answer is "yes" to Question 7, do you:agree to these stated conditions?	0	_ 0
	If this parcel has open tillable land, is it				1			
	now devoted to Agricultural Use, and has it been so for the preceding three years?		ď		(Op you understand that if this application is appropried it will remain in effect continuously liftight the land owner changes the agricultural		
	If this parcel has Forest Land, is the land			4		use from the approved category? At that	_	,
	stocked with trees of any size, and is it capable of producing wood products in	,	ž			imeia roll-back tax, plus interest, must be paid for a period not to exceed seven (7) years.		
	excess of 25 cubic feet per acre each year?	12		Ę,	1			
	Do you or anyone else currently conduct a	.4			9	Please check each that applies:	_/	, _
	non-agricultural commercial business on this land parcel that exceeds two acres? .:	,		a /	dae"	A. Do you have an approved Conservation plan?	ur /	
1	If the answer is "yes", list or describe			192	1	B. Is his parcel now approved under Act 515?	B	
	those activities below:	ļì	, j			C Do you lease any minerals on this parcel?		
		<u>.</u>				Imactive Active		8
1					1	D. Is this parcel located next to environmen-		
1							_ /	/
				#1"	1	tally significant areas such as parks, historic areas, lakes, etc.?		
L				ٿيل		atëd across street from ndywine Community Park		
	Signature	D	ate	_ 1	5y <u>;</u> /	Signature President	6/1; Da	
· ——	Signature		ate	-		Signature *	Da	ic;
Copy not legible for microfilming		of d per f to	day	of of the	ly ap	President (officer, partner, other) and that she as such, being pregoing contract and covena	int	-
						signing the name of the ab tity by pan (her) self as a		
	authorized person.							
	In witness whereof				nto s	set my hand and official se	al.	
	Julia M. (West Che	Olwwa		Notar			sh.	

My Commission Expires Jan. 4, 1999

Member, Pennsylvania Association of Notaries

<u>}</u>

(SEAL)

RENEGOTIATION OF ACT 515 CONTRACT AND COVENANT PURSUANT TO ACT 319

OWNER:

The Dilworth Family Limited Partnership

RE: Tax Map Parcel No.:

30-2-55

RECORDER OF DEEDS REFERENCE

: 30-2-58 3954- 3153

LAND COVENANT DOCKET NO.:

7-1996

- 1. The undersigned Ownes(s), or sheir 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 1, 1, 27, 19, 95 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 5409.13), 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.

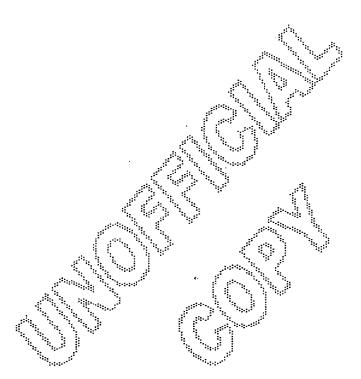
APPROVED BY THE COUNTY OF CHESTER		ramily Limited Partnership
11/1/10		its G en eral Partner
BY: FACILITY	By: Maryland	
*County Solicitor	Owner	President
The Committee et a Linguistic Committee of the Committee		
	Owner	

ulin M. Ohwasch (SEAL)

Commonwealth (or State) of Pennsylvania :
County of Clester: SS
on this the 17th day of June 1997, before mer
the undersigned notary personally appeared Manyland & Duluwit
who acknowledged himself to be the Pranches other)
of MOFLP and that he 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. Ohrwaschel, Notary Public West Chester Boro, Chester County My Commission Expires Jan. 4, 1999

Member. Pennsylvania Association of Notaries





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

CHESTER COUNTY, PA DEFICE OF THE RECURDER OF DEEDS

RECEIPT NO: 033446 TYPE DOC: MISC REC FLE : 13.00 LOC RTI : 0.00 ST RTI : 0.00 WRIT THX : 0.50 #6

