

Carol Desko

From: Ed Ritti
Sent: Thursday, June 21, 2012 9:04 AM
To: Carol Desko
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 WAY
 ISAAC T. HALL ET UX
 TO
 THE BELL TEL. CO OF PA.
 & PHILA ELECTRIC COMPANY

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

operate and maintain, as their respective corporate rights may require from time to time, such facilities including poles, wires, cables, anchor guys and appurtenances immediately inside the legal right of way limits of a public highway known as Road Leading from Little Washington Lyndell Rd. Towards Guthrieville on the west side thereof, as now existing or as may be subsequently established abutting the premises of the undersigned (part of the aforesaid facilities such as wires, cross arms and appurtenances overhanging the said premises immediately adjacent thereto) located at a point approximately 600 feet south from intersecting highway known as Little Washington-Lyndell Rd and extending south for a distance 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 Washington Lyndell Rd. Towards Guthrieville abutting the above described premises, as shall be necessary for the purpose of transmitting and distributing adequate and sufficient electric light, heat, power, gas, telephone or telegraph service to the various residence premises and other users in the vicinity, including the right of ingress and egress to inspect, renew, or remove the said poles, wires, cables, anchor guys; underground conduits, manholes, gas mains, gas service pipes and appurtenances, and the right to trim and keep trimmed in a workmanlike manner, all trees to provide proper clearance for the safety of operation of the aforesaid facilities as from time to time the aforesaid Companies shall deem requisite or proper for the purposes aforesaid, as well as the further right to permit others to use the poles erected under this grant in order to extend telephone and telegraph service. Executed this 28th day of April A. D. 1937.

Witness: T. M. Evans

: \$0.05 :

Isaac T. Hall

(SEAL)

Witness: Thomas B. Keyes

: Penna :

Alice N. Hall

(SEAL)

: Stump :

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

T. M. Evans

State of Pennsylvania, County of Chester, SS:-

On this 28th day of April A. D. 1937, before me, the subscriber, a Notary Public residing in East Whiteland Twp. personally appeared the above named Isaac T. Hall and Alice N. 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 : SEAL :

1942

Transcribed by: King

Compared by: WILLIAM LONGACRE

Recorded June 8, 1937.

MDR-68/73

DEED

DALLAS PRATT

TO

MORRIS L. DILLWORTH

This Indenture,

Made the eighteenth day of

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

of the second part: Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey, release, convey and confirm unto the said party of the second part, his heirs and assigns,

343483
RD.

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

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

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

Being the same premises which Charles H. Elston, et ux by deed dated June 28th, 1941, and recorded in the Recorder of Deeds Office of Chester County, in Deed Book T 20, Volume 491, Page 251, granted and conveyed unto the party of the first part hereto in fee.

Under And Subject to a certain right of way granted by Isaac T. Hall, et ux. to the Bell Telephone Company of Pennsylvania and the Philadelphia Electric Company, dated April 20th, 1947, and recorded in Miscellaneous Book No. 88, Page 7340. /w/ine, Township, Chester County and State of Pennsylvania, bounded and described as follows, to wit:-

Beginning at the northwest corner thereof, a point at a Walnut tree, on line of land of Clarence Cook, and being located a distance of 998.5 feet eastward from a post marking the north west corner of land of which these premises were a part, thence by land of Clarence Cook crossing the State Highway from Gettysburg to Lymell, and along in a westerly public road, by land of William D. Marshall, respectively, south eighty six degrees and thirty five minutes east six hundred and thirty nine and four tenths (639.4) feet to a spike in the said road; thence by land of the grantor of which these premises were a part, about to be conveyed to M. L. Dillworth, south nine degrees and fifty minutes West, three hundred and twenty two and five tenths (322.5) feet to a stake; thence by the same, south eighty one degrees and thirty minutes west, two hundred and twenty nine and five tenths (229.5) feet to a spike in the State Highway leading from Gettysburg to Lymell; thence along in the same the following three courses, South nineteen degrees and fifty minutes East, one hundred and eight (108) feet to a point at the end of a lane leading to buildings on these premises; thence south eleven degrees and fifty minutes east, two hundred and thirty five (235) feet to a point in said Highway; thence south one degree and forty minutes West, one hundred and eighty six (186) feet to a point in said Highway; thence leaving the Highway by land of the same, North five degrees and ten minutes West, one hundred and sixty five (165) feet to a point at the northeast corner of a shed; thence still by land to be conveyed to M. L. Dillworth, north twenty one degrees and fifteen minutes East, four hundred and forty eight and six tenths (448.6) feet to the place of beginning.

Containing ten and thirty five hundredths acres (10.354)

The party of the first part, hereby grants, to the party of the second part, his heirs and assigns, a right of way over and across the present driveway leading from the Lymell Gettysburg Road/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.

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

11/19/51

124/76

The party of the second part agrees for himself, his heirs and assigns, that no commercial building, dwelling or other outbuildings shall be erected within 300 feet of the course identified as North 5 degrees 10 minutes West 368 feet; thence North 21 degrees 16 minutes East 448.6 feet; nor within the area ad-joined by the following courses and distances: From a stake in the Southwest corner of the land about to be conveyed by the party of the first part along the course identified as South 61 degrees 20 minutes East 668 feet to a point in the Lyndell Guthrieville Road; thence continuing Southward along the center line of said road 860 feet to a point; thence by a straight line at right angles to said road along the existing ridge of land 716 feet to a point; thence more or less at right angles by a straight line running northward to a point 306 feet East of a stake, being the place of beginning; nor upon that area of land the Pastory course of which is described as South 9 degrees 50 minutes West 322.5 feet, and having a public road on the northeast side thereof, and by a straight line projected westward from a distance of 322.5 feet measured from the intersection of the aforementioned public road and Davis lane to a stake in the Southwest corner of land about to be conveyed by the party of the first part. Rescoring always, however, to the party of the second part his heirs and assigns the right to rebuild the present buildings if destroyed by fire or in any other manner.

XX The address of the within-named Grantee
is E. Bramlywite Twp., Chester Co., Pa.,
W. Perry Tyson
On behalf of the grantee

x11 and a line identified as the Davis Line on the East side thereof.

TOGETHER with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging, or in any wise appertaining, and the reversion and reversions; staircases and stairwells, rents, herits, 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
 terminica, with the appurtenances:

TO HAVE AND TO HOLD the said premises, with all and singular the appurtenances,
unto the said party of the second part, his heirs and assigns, to the only proper use, benefit, and behoof of the said party of
the second part, his heirs and assigns forever.
And the said party of the first part, for himself, his heirs, executors and administrators, do as by
these presents, covenant, grant and agree, to and with the said party of the second part, his heirs and assigns forever, that he
the said party of the first part, his heirs, all and singular the heirs, executors and administrators, shall and lawfully do, unto the said party
above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, give, sell
person whatsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them, their heirs, and against all and every other person or persons
SHALL AND WILL by these presents WARRANT AND FOREVER DEFEND.
IN WITNESS WHEREOF, The said party of the first part to these presents hereunto set my hand and seal . Dated the
day and year first above written.

Signed, Sealed and Delivered in the presence of

Francis O'Boyle

13. 20 1

1 1 R 1

1 STAMPS 1

Dallas Pratt

(SEAL)

Received, this day of the date of the above Indenture, of the "above titled" grantee the full consideration mentioned hereto.

Dallas Prati

(3EAL)

State of Pennsylvania,

County of _____

Chesler

ON THE Eighteenth day of November

sp 50, before me, A Justice of the Peace duly commissioned in and for

the Commonwealth of Pennsylvania

the undersigned officers, personally appeared Dallas Pratt, singleman,

known to me (or satisfactorily proven) to be the person whose name I have subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

XX

Transcribed by _____ On 8/1/83

Compared by ROBERT KLAUSUR

Recorded November 21.

1460

Joseph P. Trege Justice Peace

My Commission expires 1st Monday in Jan 1957

OFFICIAL
SEAL

343483

Line No. 8a.

RIGHT OF WAY

CYNTHIA P. LOUGHLIN, ATTY IN
FACT
TO
SOCCONY-VACUUM OIL COMPANY, INC.
3-1-40

THIS INSTRUMENT WITNESSETH, that Dallas Pratt, single man, by his At-
torney in Fact, Cynthia P. Loughlin of 8 East 69th Street - New York City,
hereinafter called Grantor, for and in consideration of the sum of NINETY
(\$90.00) Dollars, the receipt of which is hereby acknowledged, does hereby
grant and release unto SOCCONY-VACUUM OIL COMPANY, INCORPORATED, a New York
corporation having its principal office at 26 Broadway, New York, N. Y., hereinafter called Grantee, a right
of way over, under and through my lands in the Township of East Brandywine, County of Chester, State of Penn-
sylvania, bounded and described as follows:

On the North by lands of Clarence Cook and Marshall Probst
On the East by lands of Moore Property - Morris Dilworth
On the South by lands of F. L. Dobson
On the West by lands of C. D. Spender

containing 1 1/2 acres, more or less, for the purposes, from time to time, of constructing at the location desig-
nated by Grantee herein, and maintaining and operating one or more lines of pipe with such valves and fittings
as may be necessary or convenient, for the transportation of petroleum, gas and petroleum products and, from
time to time, altering, enlarging, replacing, repairing and removing the same, with free ingress and egress for
all of the above purposes, including the right to cut and fell any brush or trees along the line of construct-

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

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

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

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

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

Signed, sealed and delivered in the presence of:

Chas. W. Seime

Cynthia P. Loughlin, (Att)

(L.S.)

STATE OF NEW YORK, COUNTY OF NEW YORK, ss.:

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

Joseph Degen, Notary Public, Queens
County, Queens Co. Clk's No. 509,
Reg. No. 15-D-7 Certificates filed
in N. Y. Co. Clk's No. 8, Reg. No.
11-D-7 Bronx Co. Clk's No. 1, Reg.
No. 12-D-7 Kings Co. Clk's No. 1,
Reg. No. 12-D-7 Commission expires
March 30, 1947

NOTARIAL
SEAL

No. 79262

STATE OF NEW YORK, COUNTY OF NEW YORK, ss.:

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

mds. 83/117

EX 241142
PH 174983

Mar 2-1960
3:41 P.M.

affidavit filed

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

KNOW ALL MEN BY THESE PRESENTS:

ENH 21-295-G

6215-M
17871-M

117/171PM

That SOCONY MOBIL OIL COMPANY, INC., a corporation
duly incorporated under the laws of the State of New York, (for-
merly 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 ac-
knowledgeed, has sold, assigned, conveyed and delivered, and
by these presents does sell, assign, convey and deliver unto
MAGNOLIA PIPE LINE COMPANY, a corporation duly incorporated
under the laws of the State of Texas, with its principal of-
fice 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
located in the County of CHESTER and State
of PENNSYLVANIA 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.

ABCO
762
317

ABCO
5794

abco
8753

CAT 623EX

455507

TO HAVE AND TO HOLD the same unto said MAGNOLIA
PIPE LINE COMPANY, its successors and assigns, subject, never-
theless, 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 SOCONY MOBIL OIL COMPANY, INC., hereby binds itself,

ENH 21-295-G

323615
2736

205-646-10

244-8498-20

RP 9463

JW #61

BAC-7610

GTC-967

128 400

141462-S

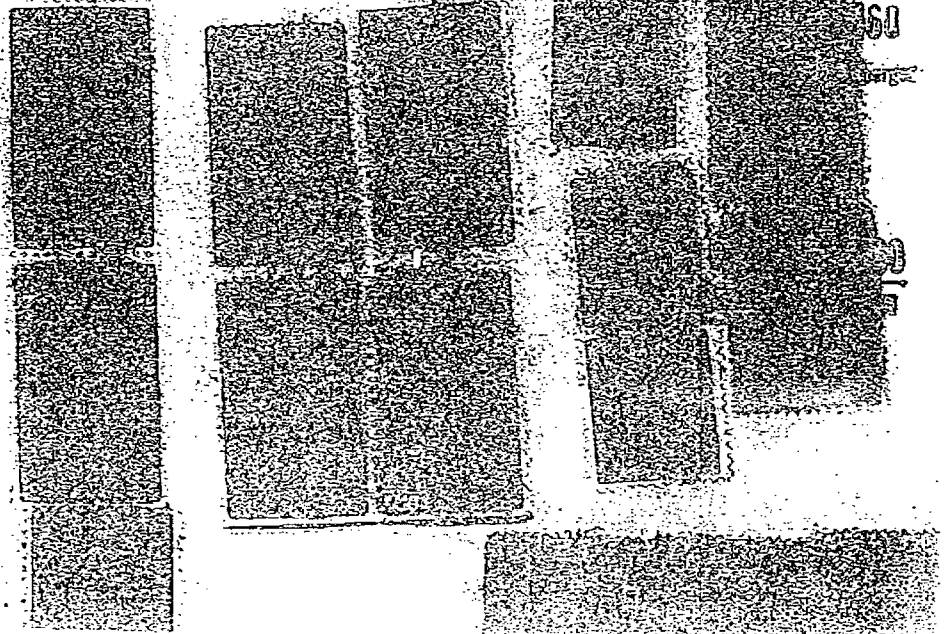
its successors and assigns, to warrant its title under said right-of-way grants unto MAGNOLIA PIPE LINE COMPANY, its successors and assigns, against the claims of any person claiming by, through or under it.

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

SOCONY MOBIL OIL COMPANY, INC.

By D. R. Lammert
Vice President

SECRET:
18
J. H. STROHSANI
Secretary



#10

W. 3718

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

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

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

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

In the presence of:

Fred Breuninger

Morris L. Dilworth (SEAL)
Morris L. Dilworth

Ethel L. Dilworth (SEAL)
Ethel L. Dilworth

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

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



I hereby certify that the true and complete value of this property is \$1.00

Rec in chs 6 B
in msc 84 WK
124 12 489

Notary Public
My Commission Expires

Notary Public, State of
By Commission Expires

BOOK 184 PAGE 499

V-20180

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

with guy wire and appurtenances in and upon the premises of the undersigned, Situate on the east side of Dilworth Road (T-409); the said pole to be located at a point approximately 2425' south of a highway known as Jafferlee Road and 18' east of the centerline of Dilworth Road (T-409), the said anchor and guy wire to extend from the aforementioned pole in an easterly direction to a point on premises of the undersigned located approximately 15' from the base of said pole

In the Township of EAST BRADSHIRE, County of CHESTER and Commonwealth of Pennsylvania; together with the right of ingress and egress for the purposes aforesaid.
EXECUTED this 3rd day of JUNE A.D. 1938

In the presence of:

John P. White Lawrence M. Dilworth (SEAL)
LAWRENCE M. DILWORTH
John P. White Maryland L. Dilworth (SEAL)
MARYLAND L. DILWORTH

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CHESTER) SS.

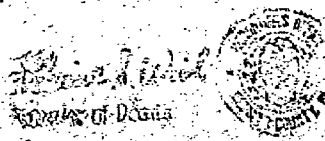
On this, the 3rd day of JUNE, 1938, before me, FT. NATHAN RUBIN, the undersigned officer, personally appeared LAWRENCE M. DILWORTH AND MARYLAND L. DILWORTH, known to me (or satisfactorily proven) to be the person(s) whose name(s) ARE subscribed to the within instrument, and acknowledged that THEY executed the same for the purposes therein contained.

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

RETURN TO
PHILADELPHIA ELECTRIC CO. My Commission Expires:
P. O. BOX 71
COATESVILLE, PA 19320
Notary Public
Coatesville, Chester County
My Commission Expires April 1, 1991

6-2361

248



NOTARY PUBLIC
JANUARY 1, 1961
011004

2-20180

RIGHT OF WAY GRANT

FROM

LAWRENCE M. DIMONTE

and

MARYLAND L. DIMONTE

TO

Philadelphia Electric Company

Premises: East Brandywine Township
Chester County
Pennsylvania

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF) SS.

On this, the _____ day of _____, 19____, before me,
the undersigned officer, personally appeared _____,
who acknowledged himself to be the _____, a corporation,
President of _____, being authorized to do so, executed the
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:

BAE961 249

9/25/61

#11

1350

RIGHT OF WAY

File Number: 35-22575

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

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

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

PARCEL NUMBER: 30-2-64

BK 380 | PG 1942

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

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

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

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

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

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

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

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

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


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

BK3801F51943

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

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

WITNESS:


William A. [illegible]

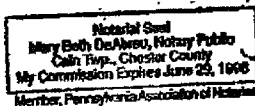
Deceased (SEAL)
LAWRENCE M. DILWORTH
Maryland L. Dilworth (SEAL)
MARYLAND L. DILWORTH
Grantor

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Chester

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

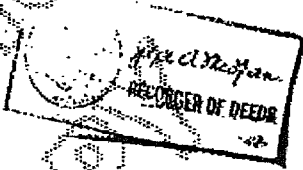
IN WITNESS WHEREOF, I hereunto set my hand and official seal.




NOTARY PUBLIC
My Commission Expires: June 29, 1998

BK3801PG1944

UNOFFICIAL COPY



DATE: 06/26/1994 TIME: 10:29 AM INST NO.: 63801

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO :	04902	TYPE DOC :	MISC
REC FEE	:		13.00
LDC RTY	:		0.00
ST RTT	:		0.00
UNIT TAX	:		0.50





7524

County of Chester, Pennsylvania

92,0037

OFFICIAL USE			
Agricultural Use <input checked="" type="checkbox"/>	Forest Reserve <input type="checkbox"/>	Agricultural Reserve <input type="checkbox"/>	Disapproved <input type="checkbox"/>
Assessment Office		Date 6/25/98	
Recorded	Record Book	Page	Date

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

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

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

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

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

BK4432PG0165

Answer all questions!

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

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

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

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER : SS.

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

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

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

Notary Public: Kathleen A. Davis

My Commission Expires:

(SEAL)

BK 4432PG0166

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

OWNER: Maryland L. Dilworth

RE: Tax Map Parcel No.: 30-2-58

RECORDER OF DEEDS REFERENCE: 3984 pg. 2153

LAND COVENANT DOCKET NO: 27-1996

1. The undersigned Owner(s), or their predecessors in title, and the County of Chester have heretofore entered into a Contract and Covenant under the provisions of the Act of January 13, 1966, P.L. (1965) 1292, as amended, 16 P.S. § 11941, et seq., which Contract and Covenant is dated 7/27, 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 therein, the undersigned Owner now desires to and hereby does renegotiate the Act 515 Contract and Covenant and the County of Chester hereby agrees and does so renegotiate. Both parties to this renegotiation agree to modify and amend the existing Act 515 Contract and Covenant to conform to and to include all terms and conditions of Act 319 (72 P.S. § 5490.01 to 5409.13), and to incorporate in this Agreement and future amendments to Act 319.

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

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

APPROVED BY THE COUNTY OF CHESTER

BY: _____

County Solicitor

Maryland L. Dilworth
Owner: Maryland L. Dilworth

Owner

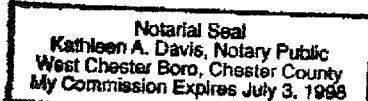
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER : SS.

On this, the 25th day of May, 19 98, before me, a Notary Public, the herein signed, did personally appear Maryland L. Dilworth known to me (or satisfactorily proven) to be the person whose name is subscribed and executed the same for the purposes therein contained.

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



Notary Public: Kathleen A. Davis
My Commission Expires: _____
(SEAL)

BK4432PG0167

UNOFFICIAL
COPY



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

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

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

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

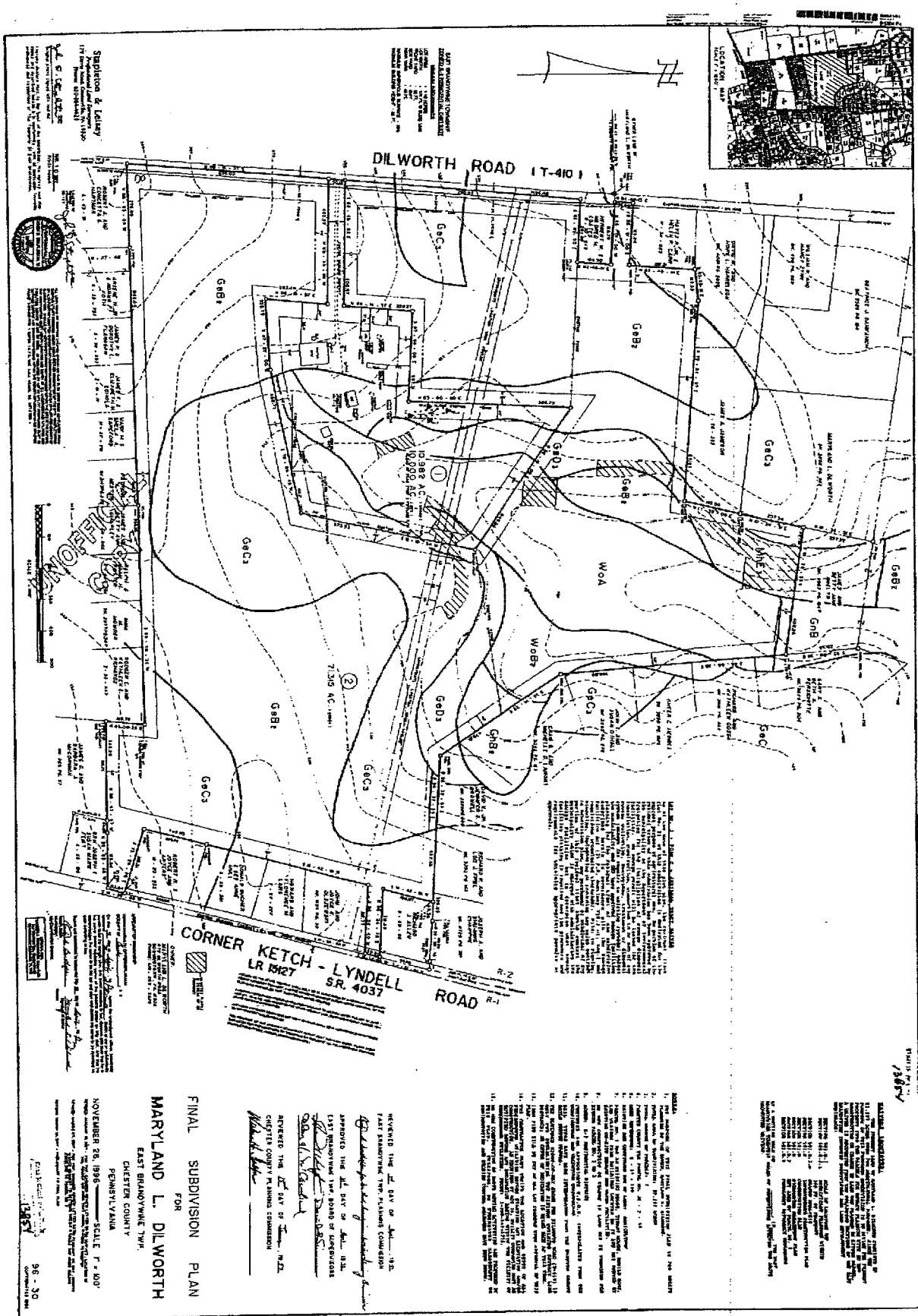
RECEIPT NO : 034521 TYPE DOC : CO REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00
DATE: 10/07/1998 TIME: 09:17A INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

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

BK4432PG0168

#13



1867

Fidelity National Title Insurance Company

Commitment Number: 12PA4539X

SCHEDULE B - SECTION II EXCEPTIONS

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

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

Fidelity National Title Insurance Company

Commitment Number: 12PA4539X

SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

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

#7

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

BE IT KNOWN that for and in consideration of the payment by The Bell Telephone Company of Pennsylvania and Philadelphia Electric Company to the undersigned of the sum of One Dollar (\$1.00) and for other good and valuable considerations, the receipt whereof is hereby acknowledged the said Companies their successors and assigns, are hereby granted by the undersigned the uninterrupted right, liberty and privilege to erect, operate and maintain, as their respective corporate rights may require from time to time, such facilities including poles, wires, cables, anchor guys and appurtenances immediately inside the legal right of way limits of a public highway known as Road Leading from Little Washington Lyndell Rd. Towards Guthrieville on the west side thereof, as now existing or as may be subsequently established abutting the premises of the undersigned (part of the aforesaid facilities such as wires, cross arms and appurtenances overhanging the said premises immediately adjacent thereto) located at a point approximately 600 feet south from intersecting highway known as Little Washington-Lyndell Rd and extending south for a distance 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 Washington Lyndell Rd. Towards Guthrieville abutting the above described premises, as shall be necessary for the purpose of transmitting and distributing adequate and sufficient electric light, heat, power, gas, telephone or telegraph service to the various residence premises and other users in the vicinity, including the right of ingress and egress to inspect, renew, or remove the said poles, wires, cables, anchor guys; underground conduits, manholes, gas mains, gas service pipes and appurtenances, and the right to trim and keep trimmed in a workmanlike manner, all trees to provide proper clearance for the safety of operation of the aforesaid facilities as from time to time the aforesaid Companies shall deem requisite or proper for the purposes aforesaid, as well as the further right to permit others to use the poles erected under this grant in order to extend telephone and telegraph service.

Executed this 28th day of April A. D. 1937.

Witness: T. M. Evans

: \$0.05 :

Isaac T. Hall

(SEAL)

Witness: Thomas B. Keyes

: Penna :

Alice H. Hall

(SEAL)

: Stamp :

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

T. M. Evans

State of Pennsylvania, County of Chester, SS:-

On this 28th day of April A. D. 1937, before me, the subscriber, a Notary Public residing in East Whiteland Twp. personally appeared the above named Isaac T. Hall and Alice 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. : SEAL :
1942

Transcribed by: KING

Compared by: KATHMAN LONGACRE

Recorded June 8, 1937.

73

MDB-68/13.

DEED

DALLAS PRATT

TO

MORRIS L. DILWORTH

This Indenture,

Made the eighteenth day of

November

In the year of our Lord, one thousand nine hundred and fifty

BETWEEN Dallas Pratt, Singleman of East Brandywine Township, Chester County, Pennsylvania, party of the first part, AND Morris L. Dilworth, of East Brandywine Township, Chester County, Pennsylvania, party

of the second part: Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, his heirs and assigns,

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

Beginning at a post a corner, now or late of David Harris' land, thence by land, now or late of Mordcai 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, now or late of the said Samuel Harrison, North fifty degrees East nine perches and five tenths to a stone, thence by land now or late of Ezra Wilson the three following courses and distances, South two degrees West seventy four perches and five tenths to a 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, now or late of John Rea and Samuel Harrison, North eighty eight degrees and a half West seventy seven perches and six tenths to a stone, thence by land, now or late of Samuel Harrison and John Rea, South three degrees and a half East eighty eight perches and six tenths to a stone, thence by land, now or late of John Chrisman, South eighty eight degrees and three quarters West nine perches and five tenths to a stone, thence by land, now or late of David Harris, North one degree and a half West one hundred and fifty six perches and six tenths to the place of beginning.

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

Being the same premises which Charles H. Elston, et ux by deed dated June 28th, 1941, and recorded in the Recorder of Deeds Office of Chester County, in Deed Book T 20, Volume 491, Page 251, granted and conveyed unto the party of the first part hereto in fee,

Under And Subject to a certain right of way granted by Isaac T. Hall, et ux, to the Bell Telephone Company of Pennsylvania and the Philadelphia Electric Company, dated April 28th, 1947, and recorded in Miscellaneous Excepting Thereout, all that certain messuage and tract of land, situate in East Brandywine Township, Chester County and State of Pennsylvania, bounded and described as follows, to wit:-

Beginning at the northwest corner thereof, a point at a Walnut tree, on line of land of Clarence Cook, and being located a distance of 988.5 feet eastward from a post marking the north west corner of land of which these premises were a part, thence by land of Clarence Cook crossing the State Highway from Guthrieville to Lynndell, and along in another public road, by land of William D. Marshall, respectively, south eighty six degrees and thirty five minutes east six hundred and thirty nine and four tenths (639.4) feet to a spike in the said road; thence by land of the grantor of which these premises were a part, about to be conveyed to M. L. Dilworth, south nine degrees and fifty minutes West, three hundred and twenty two and five tenths (322.5) feet to a stake; thence by the same, south eighty one degrees and thirty minutes west, two hundred and twenty nine and five tenths (229.5) feet to a spike in the State Highway leading from Guthrieville to Lynndell; thence along in the same the following three courses, South nineteen degrees and fifty minutes East, one hundred and eight (108) feet to a point at the end of a lane leading to buildings on these premises; thence south eleven degrees and fifty minutes east, two hundred and thirty five (235) feet to a point in said Highway; thence south one degree and forty minutes West, one hundred and eighty six (186) feet to a point in said Highway; thence leaving the Highway by land of the same, North five degrees and ten minutes West, one hundred and sixty five (165) feet to a point at the northeast corner of a shed; thence still by land to be conveyed to M. L. Dilworth, north twenty one degrees and fifteen minutes East, four hundred and forty eight and six tenths (448.6) feet to the place of beginning.

Containing ten and thirty five hundredths acres (10.354)

The party of the first part, hereby grants, to the party of the second part, his heirs and assigns, a right of way over and across the present driveway leading from the Lynndell Guthrieville Road/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.

x1 North sixty nine degrees and twenty minutes West six hundred and sixty eight (668) feet to a stake; thence by the same,

11/10/51

S24/762

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 emanate and be distributed through the present water supply and its necessary facilities which now services said barn. The cost of maintaining and renewing the pipe line from the dwelling house situate on the 10.35 acre tract (heretofore 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 ingress and egress over and across said 10.35 acre tract for the purpose of maintaining and renewing said pipe line.

The party of the second part agrees for himself, his heirs and assigns, that no commercial building, dwelling or other outbuildings shall be erected within 300 feet of the course identified as North 5 degrees 10 minutes West 165 feet; thence North 21 degrees 15 minutes East 448.6 feet; nor within the area as bounded by the following courses and distances: From a stake on the Southwest corner of the land about to be conveyed by the party of the first part along the course identified as South 61 degrees 20 minutes East 888 feet to a point in the Lyndell Guthrieville Road; thence continuing Southward along the center line of said road 680 feet to a point; thence by a straight line at right angles to said road along the existing ridge of land 715 feet to a point; thence more or less at right angles by a straight line running northward to a point 300 feet East of a stake, being the place of beginning; nor upon that area of land the Eastern course of which is described as South 9 degrees 50 minutes West 322.5 feet, and having a public road on the northeast side thereof, and by a straight line projected westward from a distance of 322.5 feet measured from the intersection of the aforementioned public road and Davis Lane to a stake in the Southeast corner of land about to be conveyed by the party of the first part. Reserving always, however, to the party of the second part his heirs and assigns the right to rebuild the present buildings if destroyed by fire or in any other manner.

XX The address of the within-named Grantee
is E. Branlyville Twp., Chester Co., Pa.,
W. Perry Tyson
On behalf of the grantee

xii and a lane identified as the Davis Lane on the
East side thereof.

TOGETHER with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging, or in any wise appertaining, and the reversion and reversions; remainder and remainders, rents, profits, 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 party 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 appurtenances, unto the said party of the second part, his heirs and assigns forever.
And the said party of the first part, for himself, his heirs, executors and administrators, do as by these presents, covenant, grant and agree, to and with the said party of the second part, his heirs and assigns forever, that he the said party of the first part, his heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, against him the said party of the first part, his heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them SHALL AND WILL by these presents WARRANT AND FOREVER DEFEND.
IN WITNESS WHEREOF, The said party of the first part to these presents hereunto set my hand and seal. Dated the day and year first above written.

Signed, Sealed and Delivered in the presence of

Frances O'Bayle

1913, 20

I, R. I.

STAMPS

Dallas Pratt

(SEAL)

Received, the day of the date of the above Indenture, of the above named grantee, the full consideration mentioned herein.

Dallas Pratt

(SEAL)

State of Pennsylvania, County of Chester ss:

ON THE eighteenth day of November 1910, before me, A Justice of the Peace duly commissioned in and for the Commonwealth of Pennsylvania the undersigned officer, personally appeared Dallas Pratt, 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, and desired the same might be recorded as such.
IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

XX

Transcribed by Gwend

Compared by SAMUEL KRAUSER

Recorded November 21,

1910

Joseph P. Trago Justice of the Peace
My Commission expires 1st Monday in Jan 1911

OFFICIAL SEAL

343483

Line No. 117

RIGHT OF WAY

CYNTHIA P. LOUGHLIN, ATTY IN

FACT
TO
SOCOY-VACUUM OIL COMPANY, INC.
3-2-48

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

On the North by lands of Clarence Cook and Marshall Probst
On the East by lands of Moore Property - Morris Dilworth
On the South by lands of F. L. Dobson
On the West by lands of C. B. Spence

Containing 115 acres, more or less, for the purposes, from time to time, of constructing at the location designated by Grantee herein, and maintaining and operating one or more lines of pipe with such valves and fittings as may be necessary or convenient, for the transportation of petroleum, gas and petroleum products and, from time to time, altering, enlarging, replacing, repairing and removing the same, with free ingress and egress for all of the above purposes, including the right to cut and fell any brush or trees along the line of construction.

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of January, 1948.

Signed, sealed and delivered in the presence of:

Chas. W. Seino Cynthia P. Loughlin, (Att) (L.S.)

STATE OF NEW YORK, COUNTY OF NEW YORK, ss.:

On the 7th day of January A. D. 1948, before me the subscriber, a Notary Public in and for the said State, residing in County of Queens personally appeared Cynthia P. Loughlin and in due form of law acknowledged the above instrument to be her act and deed and desired the same to be recorded as such.

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

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

No. 79262

STATE OF NEW YORK, COUNTY OF NEW YORK, ss.:

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

MDs. 83/117

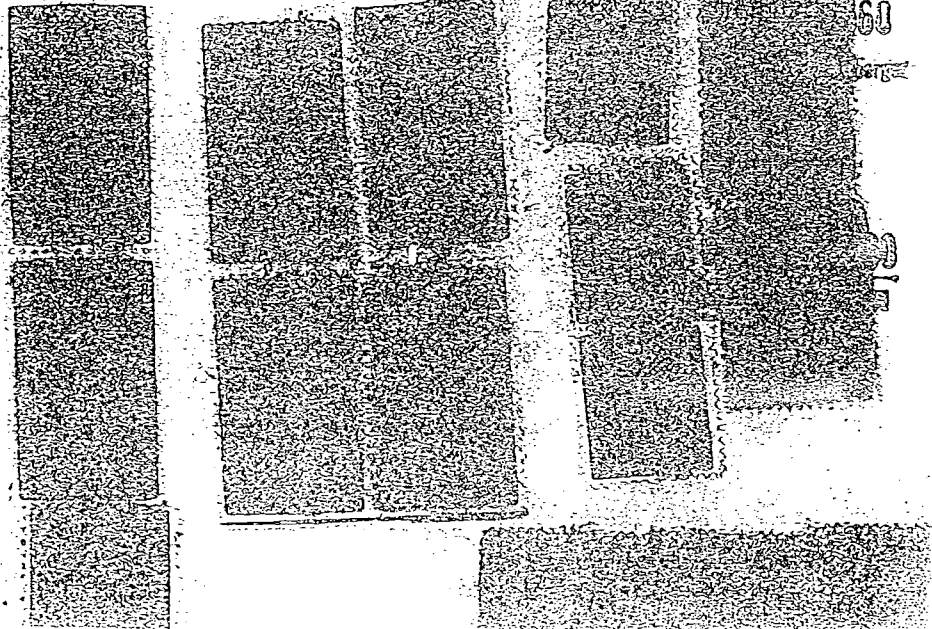
its successors and assigns, to warrant its title under said right-of-way grants unto MAGNOLIA PIPE LINE COMPANY, its successors and assigns, against the claims of any person claiming by, through or under it.

IN WITNESS WHEREOF, said SOCONY MOBIL OIL COMPANY, INC., has caused these presents to be executed on its behalf by its proper officers and its corporate seal to be hereunto affixed, this 30th day of NOVEMBER, 1959.

SOCONY MOBIL OIL COMPANY, INC.

By D. R. Hammet
Vice President

EST:
Secretary
J. H. STROHSAM



#10

W. 378

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

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

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

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

In the presence of:

David Breuninger

Morris L. Dilworth (SEAL)
Morris L. Dilworth

Ethel L. Dilworth (SEAL)
Ethel L. Dilworth

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

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



My hereby certify that the true and complete value of this instrument is \$1.00

Rec inches 6 B
in misc DA WK
104 13 489

Notary Public
My Commission Expires

Notary Public, County of Chester, PA
By Commission Expires: 12/31/71

BOOK 184 PAGE 499

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

with guy wire and appurtenances in and upon the premises of the undersigned, Situate on the east side of Dilworth Road (T-409), the said pole to located at a point approximately 2425' south of a highway known as Jefferies Road and 18' east of the centerline of Dilworth Road (T-409), the said anchor and guy wire to extend from the aforementioned pole in an easterly direction to a point on premises of the undersigned located approximately 15' from the base of said pole

In the Township of EAST BRANDYWINE, County of CHESTER and Commonwealth of Pennsylvania; together with the right of ingress and egress for the purposes aforesaid. EXECUTED this 3rd day of June A.D. 1986

In the presence of:

John P. White

Lawrence M. Dilworth (SEAL)
LAWRENCE M. DILWORTH

John P. White

Maryland L. Dilworth (SEAL)
MARYLAND L. DILWORTH

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CHESTER) SS.

On this, the 3rd day of June, 1986, before me, Notary Public, the undersigned officer, personally appeared LAWRENCE M. DILWORTH AND MARYLAND L. DILWORTH known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

RETURN TO

PHILADELPHIA ELECTRIC CO. My Commission Expires;
P. O. BOX 71
COATESVILLE, PA 19320

David Breuninger
Notary Public
Coatesville, Chester County
My Commission Expires April 1, 1991

612361 248

Notary Public
Chester County, Pennsylvania



FILED - 9 APR 30

074004

2-20186

RIGHT OF WAY GRANT

FROM

LAMARCO M. DILLON
and
MARTIN L. DILLON

TO

Philadelphia Electric Company

Premises: East Brandywine Township
Chester County
Pennsylvania

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF) SS.

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
My Commission Expires; **6/19/96** 249

3/8/94

1350

RIGHT OF WAY

File Number: 35-22575

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

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

PARCEL NUMBER: 30-2-64

BK3801PG1942

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

[Signature]
William A. [Signature]

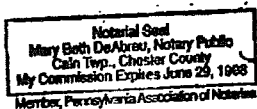
Deceased (SEAL)
LAWERANCE M. DILWORTH
Maryland L. Dilworth (SEAL)
MARYLAND L. DILWORTH
Grantor

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Chester

On this, the 24th day of August, 1994, before me, a Notary Public, personally appeared ^{Deceased} 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.

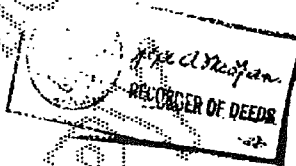
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



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

BK3801PG1944

UNOFFICIAL
COPY



DATE: 08/26/1994 TIME: 10:29A INST NO.: 63801

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO :	049202	TYPE DOC :	MISC
REC FEE	:		11.00
LDC RTT	:		0.00
ST RTT	:		0.00
WRIT TAX	:		0.50

BK3801 PG1945



County of Chester, Pennsylvania

#12

1847

OFFICIAL USE			
Agricultural Use <input checked="" type="checkbox"/>	Agricultural Reserve <input type="checkbox"/>		
Forest Reserve <input type="checkbox"/>	Disapproved <input type="checkbox"/>		
Assessment Office		Date 10/24/97	
Recorded	Record Book	Page	Date

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

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

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

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

AS Per Mapping 10/10/97 RES

PARCEL NUMBER (S):	• 30	2	62.2	ACREAGE:	4.2
	• 30	2	55		71.1
	• 30	2	58.8	ACREAGE:	71.315

PROPERTY LOCATION: Dilworth Road

Property Address
East Brandywine Township

Municipality (Name of City, Borough, or Township)

OWNER'S NAME(S): The Dilworth Family Limited Partnership

Last	First	Initial
MDFLP, Inc., Maryland L. Dilworth, Pres., Gen. Partner		
Last	First	Initial

(Other than individuals, use first line only for entity or corporation name, second for name of authorized individual.)

MAILING ADDRESS: 479 Dilworth Road

Number	Street	PA	19335
Downingtown			
City	State	ZIP	

TELEPHONE NUMBER: (610) 269-3629

Daytime Number	Home Number
----------------	-------------

BK 4265PG0736

Answer all questions!

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

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

By: Maryland L. Dilworth 6/17/97
Signature President Date

Signature _____ Date _____
Signature _____ Date _____
Signature _____ Date _____

ACKNOWLEDGEMENT

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

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

who acknowledged himself to be the President
(officer, partner, other)

of MDFLP, Inc. and that she as such, being
(corporation, partnership, other)

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

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

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

Julia M. Ohrwachel
(SEAL)

INSTRUMENT
Copy Not legible for
microfilming

BK 4265 PG 0737

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

OWNER: The Dilworth Family Limited Partnership

RE: Tax Map Parcel No.:

30-2-62, 5

30-2-55

30-2-58

RECORDER OF DEEDS REFERENCE:

3984-2453

LAND COVENANT DOCKET NO.:

27-1996

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

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

BY:

County Solicitor

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

By: Maryland L. Dilworth
Owner President

Owner

BK4265PG0738

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

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

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

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

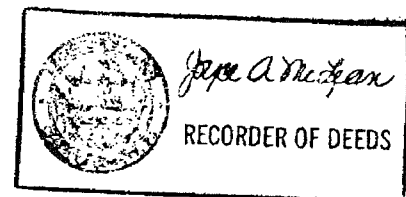
In witness whereof, I hereunto set my hand and official seal.

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

Julia M. Ohrwaschel (SEAL)

BA 4265 80 739

UNOFFICIAL
COPY



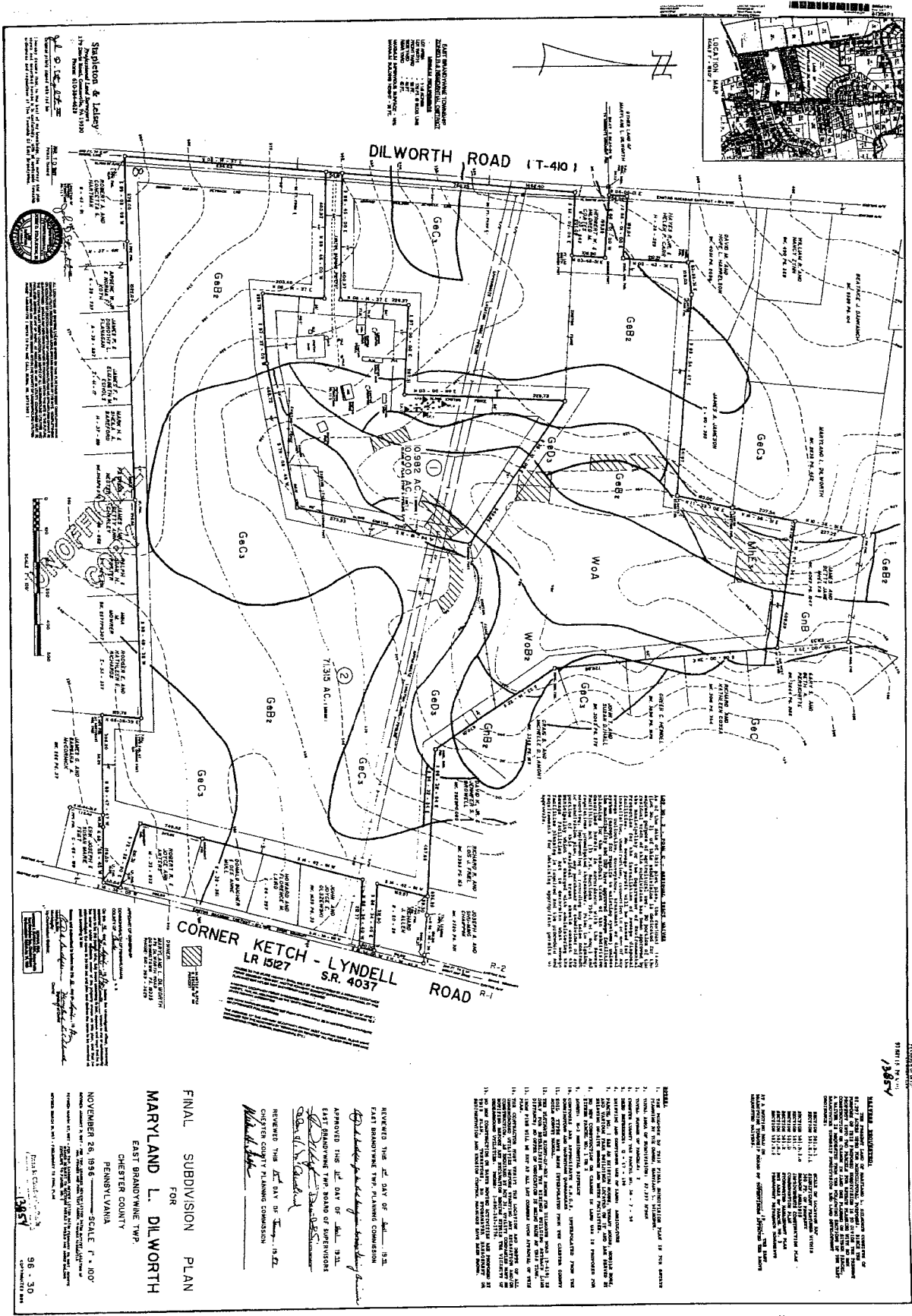
DATE: 11/28/1997 TIME: 10:46A INST NO.: 70919

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

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

BK4265PG0740

#13



Stapleton & Lacey
 1700 South Main Street, Suite 100
 Philadelphia, PA 19102
 Phone: 215-382-4433

LAST REVISIONS TO THIS MAP
 1. 11/26/86 - 1st Revision
 2. 11/26/86 - 2nd Revision
 3. 11/26/86 - 3rd Revision
 4. 11/26/86 - 4th Revision
 5. 11/26/86 - 5th Revision
 6. 11/26/86 - 6th Revision
 7. 11/26/86 - 7th Revision
 8. 11/26/86 - 8th Revision
 9. 11/26/86 - 9th Revision
 10. 11/26/86 - 10th Revision



CORNER KETCH - LYNDLE ROAD
 LR 1527
 S.R. 4037

FINAL SUBDIVISION PLAN
 FOR
MARYLAND L. DILWORTH
 EAST BRANDYWINE TWP.
 CHESTER COUNTY
 PENNSYLVANIA
 NOVEMBER 26, 1986
 SCALE: 1" = 100'

REVIEWED THE 1st DAY OF June, 1986.
 EAST BRANDYWINE TWP. PLANNING COMMISSION
 APPROVED THE 1st DAY OF June, 1986.
 EAST BRANDYWINE TWP. BOARD OF SUPERVISORS
David S. Stuckert
 REVIEWED THE 1st DAY OF June, 1986.
 CHESTER COUNTY PLANNING COMMISSION
Michael J. Lacey

- REMARKS:**
1. This map was prepared for the purpose of subdividing the land shown hereon into lots, blocks, and other divisions.
 2. The land shown hereon is owned by the Maryland L. Dilworth.
 3. The land shown hereon is located in the East Brandywine Township, Chester County, Pennsylvania.
 4. The land shown hereon is subject to the following conditions:
 5. The land shown hereon is subject to the following conditions:
 6. The land shown hereon is subject to the following conditions:
 7. The land shown hereon is subject to the following conditions:
 8. The land shown hereon is subject to the following conditions:
 9. The land shown hereon is subject to the following conditions:
 10. The land shown hereon is subject to the following conditions:
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 12. The land shown hereon is subject to the following conditions:
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 14. The land shown hereon is subject to the following conditions:
 15. The land shown hereon is subject to the following conditions:
 16. The land shown hereon is subject to the following conditions:
 17. The land shown hereon is subject to the following conditions:
 18. The land shown hereon is subject to the following conditions:
 19. The land shown hereon is subject to the following conditions:
 20. The land shown hereon is subject to the following conditions:

LEGAL DESCRIPTION:
 The land shown hereon is located in the East Brandywine Township, Chester County, Pennsylvania, and is bounded by the following:

North by the land of the Maryland L. Dilworth, containing 1.5 acres, more or less, as shown on the map of the Maryland L. Dilworth, dated 11/26/86, and recorded in the Chester County Records, Volume 1527, Page 4037.

East by the land of the Maryland L. Dilworth, containing 1.5 acres, more or less, as shown on the map of the Maryland L. Dilworth, dated 11/26/86, and recorded in the Chester County Records, Volume 1527, Page 4037.

South by the land of the Maryland L. Dilworth, containing 1.5 acres, more or less, as shown on the map of the Maryland L. Dilworth, dated 11/26/86, and recorded in the Chester County Records, Volume 1527, Page 4037.

West by the land of the Maryland L. Dilworth, containing 1.5 acres, more or less, as shown on the map of the Maryland L. Dilworth, dated 11/26/86, and recorded in the Chester County Records, Volume 1527, Page 4037.