

Ed Ritti &lt;ed.ritti@foxroach.com&gt;

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**Fwd: Message from "RNP0026737D7B1A"**

1 message

**Carol Desko** <carol.desko@tridentland.com>

Tue, Nov 25, 2014 at 4:44 PM

To: Alice Walsh &lt;alice.walsh@foxroach.com&gt;, Dottie Shields &lt;dottie.shields@foxroach.com&gt;, Beth Mirasola &lt;Beth.Mirasola@tridentland.com&gt;, Ed Ritti &lt;ed.ritti@foxroach.com&gt;

Title for 1241 West Bridge Street plus attachments The 3 parcels given all come under Act 319 and see #33 requirement ( Notice) . There is one more adjoining parcel owned by the L.P, but not requested.

----- Forwarded message -----

From: &lt;scanner@prufoxroach.com&gt;

Date: Tue, Nov 25, 2014 at 4:36 PM

Subject: Message from "RNP0026737D7B1A"

To: Carol Desko &lt;Carol.Desko@tridentland.com&gt;


This E-mail was sent from "RNP0026737D7B1A" (Aficio MP 7502).

Scan Date: 11.25.2014 16:36:56 (-0500)

Queries to: scanner@prufoxroach.com

--  
Carol M Desko, Title Examiner  
Trident Land Transfer Company  
431 West Lancaster Avenue  
Devon, Pa 19333  
610-889-3640 Office  
610-650-5519 Fax  
Carol.Desko@TridentLand.com  
Fox & Roach/ The Trident Group  
A Home Services of America, Inc. Company and a Berkshire Hathaway Affiliate  
"Professionals helping people achieve the dream of homeownership"

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4988K

# ALTA PLAIN LANGUAGE TITLE COMMITMENT

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AGREEMENT TO ISSUE POLICY

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SCHEDULE B-I – REQUIREMENTS

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CONDITIONS

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AMERICAN  
LAND TITLE  
ASSOCIATION



## AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within 15 days after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

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## CONDITIONS

### 1. DEFINITIONS

- a. "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

Or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

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## INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org).

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the Commitment, contact: Trident Land Transfer Company LP

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ALTA Plain Language Commitment Form (6/17/06)  
Information

14PA37193

**TRIDENT LAND TRANSFER COMPANY LP**  
431 West Lancaster Avenue, Devon, PA 19333  
Agent for  
**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

Commitment No.: 14PA37193

**SCHEDULE A**

1. Commitment Date: October 30, 2014 at 12:00AM

2. Policy (or Policies) to be issued:

(a) Owner's Policy	Amount
--------------------	--------

Proposed Insured:	\$0.00
-------------------	--------

    TBD

(b) Loan Policy	Amount
-----------------	--------

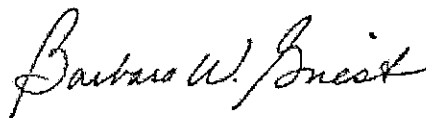
Proposed Insured:	\$0.00
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3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

1241 West Bridge Street, L.P.

4. The land referred to in the Commitment is described as follows:  
1241 West Bridge Street, Spring City, PA 19475

SEE SCHEDULE C ATTACHED HERETO



Barbara W. Griest  
President  
Trident Land Transfer Company

## COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 14PA37193

### SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements to be complied with:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:  
  
Deed from 1241 West Bridge Street, L.P. to TBD.
5. Payment of full consideration to or for the account of the grantors or mortgagors.
6. Payment of the premiums, fees and charges for the policy.
7. Possible unfiled mechanics liens and municipal claims.
8. Terms of any unrecorded lease or rights of parties in possession.
9. Proof that all natural persons in this transaction are of full age and legally competent.
10. Proof of identity of parties as set forth in Recital.
11. **POWERS OF ATTORNEY:** If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
12. Proof to be provided that any individuals holding record title have not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this report/commitment. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added. This requirement applies only to individuals and is not applicable if record owner is an LLC, LP, Corporation or other business entity.
13. Information must be furnished concerning the Social Security Number(s) and/or the Tax Identification Number(s) and future addresses of grantors for the completion of Substitute Form 1099 at the Closing of Transaction.
14. Proof that no parties to this transaction are involved in bankruptcy proceedings; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.
15. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of

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

record all liens or notice of intent to perfect a lien for labor material.

16. TAXES:  
Receipts for Township, County and School Taxes for the three prior years to be produced.  
Township, County and School Taxes for the current year 2014
- Premises "A" 21-05-0083.010 UPI 21-5-83.1 \$381,210 (ACT 319 \$80,090.00)  
Premises "B" 21-05-0083.01A UPI 21-5-83.1A \$204,190.00 (ACT 319 \$69,690.00)  
Premises "C" 21-05-0078 UPI 21-5-78 \$20,610.00 (ACT 319 \$690.00)
17. WATER AND SEWER RENTS:  
Receipts for Water and Sewer Rents for the three prior years to be produced.  
Water and Sewer Rents for the current year 2014.
18. MECHANICS AND MUNICIPAL CLAIMS: NONE
19. MORTGAGES:
20. Amount: \$262,000.00  
Mortgagor: 1241 West Bridge Street, L.P.  
Mortgagee: The Bryn Mawr Trust Company  
Dated: 1/22/10 and Recorded 3/23/10 in Record Book 7885 Page 2065 (Premises "A") (Open-End Mortgage).
21. Note: The above mortgage appears to be an OPEN END MORTGAGE securing future advances. If this mortgage is to be paid in full/satisfied and removed from the policy to be issued on this matter, the equity loan account is to be closed or frozen before the payoff is issued. For further information on this requirement please review and comply with Company Underwriting Bulletin - No. 2011-RC-01.
22. JUDGMENTS: NONE
23. Prior to settlement, search of statewide support lien system (<http://www.childsupport.state.pa.us>) to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with social security numbers of all natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.
24. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.
25. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.
26. Last Insured: Commerce Abstract Company, Inc.; No. C16574; Dated: 7/30/04; Amount: \$550,000.00.
27. The following note is for Informational Purposes Only:  
  
The following deed(s) affecting said land were recorded within six (6) months of the date of this report:  
NONE
28. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the



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

Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company an account of this Commitment shall not exceed said amount.

29. Names of Purchasers to be furnished and searched, and any additional objections by reason thereof to be certified prior to settlement.
30. Proof that \_\_\_\_\_ are all of the General Partners of the firm of 1241 West Bridge Street, L.P., a PA Limited Partnership, and all of the General Partners to execute the proposed deed to insured.
31. Certificate of Limited Partnership of 1241 West Bridge Street, L.P., a PA Limited Partnership, and any amendments thereto to be produced and examined, and filed at Harrisburg, under the Uniform Partnership Act.
32. Names of all General Partners and proof that they are all of the General Partners of 1241 West Bridge Street, L.P., a Limited Partnership, to be furnished and additional searches made.
33. NOTICE ONLY: 1241 West Bridge Street, L.P. also owns the adjoining land, being parcel number 21-5-83 as in Record Book 7289 page 1284 and this report does not cover this additional parcel and company assumes no liability by reason thereto. If intended to be included, this report to be returned for revision.
34. Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.

## COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 14PA37193

### SCHEDULE B - SECTION II EXCEPTIONS

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this report.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Public and private rights in and to that portion of premises lying in the bed of any public or private road, avenue, lane, alley, street or highway.
7. Rights of others in and to stream crossing premises.
8. Rights and reservations as set for in Deed granted to Philadelphia Suburban Counties Gas and Electric Company as more particularly set forth in Deed Book Z-17 page 81.
9. Rights granted to Philadelphia Electric Company as more particularly set forth in Misc. Deed Books 56 page 357 and 86 page 332.
10. Rights granted to Manufacturers Light and Heat Company as more particularly set forth in Misc. Deed Book 83 page 425.
11. Rights and conditions as set forth in Deed Book Z-59 page 297.
12. Contract and Covenant (under Act 319) as set forth in Record Books 4719 page 1681 and 4719 page 1688; and any penalties incurred by reason of breach of same.
13. Premises "B" and "C" are interior tracts of ground and must be owned and used in conjunction with Premises "A"; otherwise, any definite ingress, egress and regress is not insured, and Company assumes no liability by reason thereof.
14. Premises "B" and "C" do not front any legally opened road, lane, highway or easement; Company assumes no liability by reason thereof.
15. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth in Recorded Plan No. 3952, but omitting any covenants or restrictions, if any, based upon race,

**SCHEDULE B - SECTION II**  
(Continued)

color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

#8

John Zandature, Made up 18th

DEED

HARRY F. BUCKWALTER & WIFE  
TO  
PHILADELPHIA SUBURBAN COUNTRIES GAS & ELECTRIC COMPANY

Witness the year of our Lord one thousand nine hundred and twenty nine (1929)  
BETWEEN Harry F. Buckwalter and Elizabeth M. Buckwalter his wife of the County of Montgomery and State of Pennsylvania (hereinafter called the Grantors) of the one part  
and  
Philadelphia Suburban Counties Gas and Electric Company a body corporate of the State of Pennsylvania (hereinafter called the Grantee)

of the other part WITNESSETH that the said Grantors for and in consideration of the sum of eight hundred dollars (\$800.00) lawful money of the United States of America; to them well and truly sold by the said Grantors have granted, bargained, sold, aliened, conveyed, released and confirmed and by these presents do grant, bargain, sell, alien, convey, release and confirm unto the said Grantee, its successors

ALL THAT CERTAIN STRIP or piece of ground situated in East Vineyard Township, Chester County, Pennsylvania, bounded and described according to a survey made February 1929 by United Engineers & Constructors, Inc. of Philadelphia, Pennsylvania, as follows to wit:

BEGINNING at an iron pipe on a line between lands of J. Kenneth Brumbaugh and Harry F. Buckwalter, being at or near a four foot (4') wide run, and distance was measured thirty four feet and seventy nine one hundredths of a foot (34.79') on a course bearing south nine degrees thirteen minutes west (S. 9° 13' W.) from a stake near a fence corner being a corner common to lands of said J. Kenneth Brumbaugh and Harry F. Buckwalter thence from said point of beginning south sixty one degrees forty three minutes east (S. 61° 43' E.) parallel with and thirty seven feet and fifty one hundredths of a foot (37.51') distant from the center line of the seventy five foot (75.0') wide right of way of the Philadelphia Suburban Counties Gas and Electric Company, a distance of eight hundred forty three feet and thirty nine one hundredths of a foot (843.39') to an iron pipe on the west side of a private lane being on the line of land of Harry G. Bechtel thence by said line of land of Harry G. Bechtel along the west side of said lane and crossing the center line of the right of way of the Philadelphia Suburban Counties Gas and Electric Company south thirty seven degrees forty three minutes west (S. 37° 43' W.) a distance of seventy six feet and three one hundredths of a foot (76.03') to an iron pipe thence north sixty one degrees forty three minutes west (N. 61° 43' W.) parallel with and thirty seven feet and fifty one hundredths of a foot (37.51') distant from the center line of the seventy five foot (75.0') wide right of way of the Philadelphia Suburban Counties Gas and Electric Company and crossing said right of way four feet (4') wide run, a distance of eight hundred fifty feet and one one hundredth of a foot (850.01') to an iron pipe on the line of land of J. Kenneth Brumbaugh; thence by said line of land of J. Kenneth Brumbaugh and crossing the center line of the right of way of the Philadelphia Suburban Counties Gas and Electric Company north nine degrees thirteen minutes east (N. 9° 13' E.) a distance of seventy nine feet and thirty five one hundredths of a foot (79.35') to the point or place of beginning. CONTAINING one acre and four hundred ninety four one thousandths of an acre (1.4194) or the same more or less.

BEING part of the same premises which Gullie J. Pennington et al Administrators etc. by Indenture bearing date Eighth day of April A. D. 1900 and recorded in the Office for the Recording of Deeds etc. in and for said County of Chester, in Deed Book E-M-18, Volume 214, Page 186 etc. Granted and conveyed unto the said Harry F. Buckwalter, in fee. Also all the estate right title and interest whatsoever of them the said Grantors of, in and to all land now or formerly within the lines of any and all streets, roads, avenues, lanes, alleys and highways, wholly or partly bounding, abutting or intersecting the above described premises.

TOGETHER with the right, privilege and authority to cut down, trim and/or remove from the premises of the grantors adjoining the said strip or piece of ground on either side thereof any trees, branches, bushes or any other thing which in the judgment of the grantee, its successors or assigns, may be objectionable or endanger the safety, interfere with the use of or be a nuisance to such poles, towers, cross arms, fixtures and/or wires and cables or any structures which may now or in the future be constructed, erected, operated and/or maintained in, on, along, over, through, across or under said strip or piece of ground, as a means of holding or carrying a line or lines for transmitting electric or other power and a telegraph or telephone line or lines and also reserved said nuisance or objectionable thing cannot be replaced without the written consent of the grantee, its successors or assigns, and the right of ingress and egress to and over said adjoining lands of the said grantors at any and all times for the purposes of installing and/or inspecting the said line or lines or repairing, removing or adding to the number of said poles, towers, fixtures, wires, cables and/or other structures and for doing anything necessary or useful or convenient for the transmission of the business of the Grantee or its successors and/or assigns; also the privilege of removing at any time, any or all of said improvements so erected on or under said strip or piece of ground.

TOGETHER with the rights, easements, privileges and appurtenances, in or to said ground, which may be required for the full enjoyment of the rights herein granted; and

2-17/81

...reserving, however, unto the said grantors, their heirs and assigns, owners, tenants and occupiers of their respective land adjoining the above described strip or piece of ground, the right to cross at grade over said strip or piece of ground at such convenient place or places as may be indicated by the Engineer of the said grantor, its successors or assigns, so long and only so long as the said grantors, their heirs and assigns, own the land adjoining the above described strip or piece of ground on both sides.

...Subject, however, to the maintenance and operation by the said grantor, its successors and assigns, of an electric transmission line or lines or other appropriate purposes of the said grantor, its successors or assigns therein without further liability in any manner to the said grantors, their heirs, personal representatives and assigns.

...TO HAVE AND TO HOLD the above described premises herein above described and intended to be, with the appurtenances, unto the said grantors, their successors and assigns forever.

...TO HAVE AND TO HOLD the above described premises herein above described and intended to be, with the appurtenances, unto the said grantors, their successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part set their hands and seals on the day and year first above written.

**E. Curtis Rishaug**  
**Harry F. Buchalter**  
**Elizabeth R. Buchalter**

Received, on the day of the date of the above Indenture of the above named **Grantor** the full consideration money above mentioned

Witness at signing  
**Elizabeth R. Buchalter**  
**E. Curtis Rishaug**  
**Harry F. Buchalter**

ON THE **10th** day of **March** Anno Domini **1962** before me, the subscriber a Justice of the Peace for the Commonwealth of Pennsylvania, residing in East Conover Township, Chester County personally appeared the above named **Harry F. Buchalter and Elizabeth R. Buchalter, his wife**

and in due form of law acknowledged the above INDENTURE to be their and each of their act and deed, and desired the same might be recorded as such.

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

**E. Curtis Rishaug, J. P.**  
 My commission expires January 9, 1966

RECORDED April 4, 1962

OFFICIAL SEAL

2-17/81

#19

and six tenths (29.6) perches to a stone; thence by the same south fifty six and five tenths (56.5) perches to a Highway tree; thence by the same north (1) degree west twelve and two tenths (12.2) perches to a blank Oak tree; thence north eight five (85) degrees west twenty four and five tenths (24.5) perches to a stone in the line of land late of the said Thomas Bull; thence by land late of Isaac Harkert north twenty two and eight tenths (22.8) perches to a post; thence by land of Thomas Millard Estate North eighty five and one half (85½) degrees east ten and six tenths (10.6) perches to a chestnut tree; thence by the same north six and one half (6½) degrees west thirteen and eight tenths (13.8) perches to a post; thence by the same north eighty four and one half (84½) degrees east eight four and six tenths (84.6) perches to a post; thence by other land of the Grantee herein south four and three fourths (4¾) degrees east one hundred twenty eight and two tenths perches (128.2) to a post; thence by land late of Conrad Grubb south nineteen and seven tenths (19.7) perches to the place of beginning. Containing seventy five (75) acres of land, more or less.

Charged as aforesaid with the charges and legacies, and each thereof, set forth in the petition filed in said matter shall be and the same is hereby discharged and released from the liens of said charges and legacies, and each thereof, and from the payment thereof, and that the said charges and legacies, and each thereof, be and are hereby forever extinguished; And further, that a certified copy of said petition and decree thereon be entered of record in the Recorder of Deeds of Chester County, Pennsylvania, which said record and decree shall thereafter operate as a discharge and release of the said charges and legacies, and each thereof, and the liens thereof, of and from the lands hereinbefore described, and every part and parcel thereof, and shall bar all actions to be brought thereon, according to the Act of Assembly in such case made and provided.

From the Record  
 Attest: Gertrude Chandler : SEAL OF :  
 Deputy Clerk of Orphans' Courts : COURT :  
 By the Court: N. Bukler Windle J.

Transacted by- Brinton  
 Compared by- [unclear]  
 Recorded October 27th, 1931

GRANT  
 RUSSELL T. LATHAW  
 & W.F.  
 TO  
 PHILA. ELCC. COMPANY

THIS INSTRUMENT, Made the 19th day of October in the year of our Lord one thousand nine hundred and thirty one (1931) between Russell T. Lathaw and Alice Z., his wife, of the Township of East Vincent, in the County of Chester and State of Pennsylvania (hereinafter called the Grantors) of the one Part, and Philadelphia Electric Company, a Corporation of the said State of Pennsylvania (hereinafter called the Grantee) of the other part; Witnesseth, That the said Grantors for and in consideration of the sum of one hundred (\$100.00) lawful money of the United States of America unto them well and truly paid by the said Grantee, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said Grantee its successors and assigns, the perpetual right, privilege and authority, from time to time to enter upon the hereinafter described lot or piece of land and to cut down, trim and/or remove therefrom any trees, branches, bushes or any other thing which in the judgment of the said Grantee, its successors or assigns, may be objectionable or endanger the safety or interfere with the use of the property or rights of the said Grantee, its successors and assigns, or any part thereof located or to be located on land adjoining the hereinafter described lot or piece of land, and once removed said objectionable thing cannot be replaced without the written consent of the said Grantee, its successors and/or assigns, said lot or piece of land being more particularly described as follows, viz: All that certain triangular lot or piece of land situate in the Township of East Vincent, County of Chester, State of Pennsylvania, bounded and described as follows: Beginning at a point, a corner common to the land herein described and land now or late of H.G. Bechtel and in line of land now or late of H.V. Buckwalter distant eighteen feet and seven one hundredths of a foot (18.07') southwestward along the last mentioned line of land from an iron pipe on the southeast right of way line of the transmission line right of way of the Philadelphia Electric Company, seventy five feet wide; thence extending from the said point of beginning by and binding with and along said land now or late of H.G. Bechtel, and crossing a private lane, south fifty three degrees forty eight minutes thirty seconds east (53°48'30"E.) two hundred thirty three feet and eighty four one hundredths of a foot (233.84') to a point; thence passing through land of the said Russell T. Lathaw, et ux. parallel with and fifty feet (50.0') distant southwestward from and measured at right angles to the said south west right of way line of the Philadelphia Electric Company and recrossing said Private lane, north sixty one degrees forty three minutes west

56/357

(N61°45'W.) two hundred thirty six feet and ninety seven one hundredths of a foot (236.97') to a point in the said line of land now or late of E.F. Buckwalter; thence by and binding with and along said land now or late of E.F. Buckwalter North thirty seven degrees forty three minutes east (N37°43'E.) thirty two feet and sixty one one hundredths of a foot (32.61') to the first mentioned point and place of beginning; containing eighty seven one thousandths of an acre (0.087 Ac). Being part of the same premises which Charles S. Crosby and wife by Indenture bearing date the seventh day of March, A.D. 1929, and recorded in the Office for the Recording of Deeds etc., in and for the County of Chester aforesaid, in Deed Book A 10, Vol. 423, page 414 etc., granted and conveyed unto the said Russell T. Latschaw and Alice T. Latschaw, his wife, in fee. And the said Grantors warrant generally the rights above granted. In witness whereof, the said Grantors have herunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of us: L.H. Coulston, C.V. Fryer, Russell T. Latschaw (SEAL), Alice T. Latschaw (SEAL)

Received on the day of the date of the above Grant of the above named Grantee the full consideration money, above mentioned.

Witness at signing: L.H. Coulston, C.V. Fryer, Russell T. Latschaw, Alice T. Latschaw

State of Pennsylvania, County of Chester, ss: On the 14th day of October Anno Domini 1931, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in Spring City, Pa., personally appeared the above named Russell T. Latschaw and Alice T. Latschaw, his wife, and in due form of Law acknowledged the above Grant to be their and each of their act and deed, and desired the same might be recorded as such. Witness my hand and Notarial Seal the day and year aforesaid.

Lloyd H. Coulston, Notary Public, My commission expires March 7th, 1935

I hereby certify that the Principal Office of the within named Grantee is 1000 Chestnut Street, Philadelphia, Pennsylvania.

Walter H. McCracken, Agent

Transcribed by- Brinton

Compared by-

Recorded October 27th, 1931

RELEASE OF MORTGAGE MILTON LATSHAW PHILADELPHIA ELECTRIC CO.

KNOW ALL MEN BY THESE PRESENTS, Whereas Russell T. Latschaw and Alice T. Latschaw, his wife, by Indenture of Mortgage bearing date the seventh day of March A.D. 1929, and recorded in the Office for the Recording of Deeds etc., in and for the County of Chester, aforesaid in Mortgage Book R 10, Vol. 241, Page 198, etc., granted and conveyed in Mortgage unto The Roversford Trust Company, its successors

and assigns, a certain tract or piece of land therein particularly described to secure the payment of a certain debt or principal sum of six thousand five hundred dollars (\$6500.00) with interest as therein mentioned. And whereas, the said The Roversford Trust Company by Assignment of Mortgage bearing date the twenty fourth day of June A.D. 1929, and recorded in Chester County aforesaid in Assignment of Mortgage Book No. 14 page 440 etc, assigned and transferred said Mortgage unto Milton Latschaw, and whereas, the said Russell T. Latschaw and Alice T. his wife, have granted and conveyed or have agreed to grant and convey unto Philadelphia Electric Company, its successors and assigns, certain rights and privileges, hereinafter more particularly described, in and upon a portion of said mortgaged premises, and whereas, the said Philadelphia Electric Company has requested the said Milton Latschaw to release the said rights and privileges, hereinafter described and recited, being part of said mortgaged premises, from the lien and operation of the said Mortgage. Now therefore, know ye, that the said Milton Latschaw as well in consideration of the sum of one dollar, the receipt whereof is hereby acknowledged, has released, released, quit-claimed, exonerated and discharged, and by these presents does remise, release, quit-claim, exonerate, and discharge unto the said Philadelphia Company, its successors and assigns, the perpetual right, privilege and authority from time to time to and

56/358

RIGHT OF WAY GRANT

B-4360

BE IT KNOWN that for and in consideration of the payment by PHILADELPHIA ELECTRIC COMPANY and 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 Company, its successors and assigns, is hereby granted by the undersigned the uninterrupted right, liberty and privilege to erect, operate and maintain, renew, add to, relocate and remove such facilities including poles, wires, anchor guys and appurtenances immediately outside the legal right of way limits of a public highway known as Stone Run Road on the Southwest side thereof as now existing or as may be subsequently established, abutting 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 100 feet Northwest from intersecting highway known as Lawrenceville Road and extending Northwest for a distance of approximately 1300 feet, bounded on the Southeast by Lawrenceville Road and on the Northwest by lands now or late of Isaac Rosen

in the Township of East Vincent, County of Chester, State of Pennsylvania, and remove such facilities including poles, wires, anchor guys, manholes, gas mains, gas service pipes and appurtenances solely within the legal right of way limits of said Stone Run Road abutting the above described premises, as shall be necessary for the purpose of transmitting and distributing adequate and sufficient electric light, heat, power, gas and other utilities in the vicinity; including the right of ingress and egress to inspect, know, repair or remove the said poles, wires, anchor guys, 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 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 or telegraph service.

(xx) State of Pennsylvania, County of Chester, ss:

On this 3rd day of December A. D. 1946, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in Spring City personally appeared C. Allan Freese Secretary of Sunny Slope Dairy, Inc. who being duly sworn according to law says that he was personally present at the execution of the foregoing Grant and saw the omission or corporate seal of the Corporation duly affixed thereto; that the seal so affixed is the common or corporate seal of the said Corporation; that the said Grant was duly sealed and delivered by Russell T. Latshaw President of the said Corporation, as and for the act and deed of the said Corporation for the uses and purposes therein mentioned; and that the names of this deponent as Secretary and of Russell T. Latshaw as President of the said Corporation, subscribed to the foregoing Grant in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Sworn and subscribed before me, the day and year aforesaid. Witness my hand and Notarial Seal.

Everett Stubblebine, Notary Public  
My commission expires: Jan 2, 1949

C. Allan Freese  
NOTARIAL:  
SEAL:  
"A.D." 19 "46"

Execute this 26th day of November  
In the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATE  
SEAL  
Sunny Slope Dairy, Inc.  
By, Russell T. Latshaw, President  
Attest: C. Allan Freese, Secretary  
[Seal]

I hereby certify that the actual consideration is less than \$100.  
H. S. Roberts, Agent.

(xx) STATE OF PENNSYLVANIA } ss:  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_, before me, the subscriber, a \_\_\_\_\_ in and for the Commonwealth of Pennsylvania, residing in \_\_\_\_\_ personally appeared the above named \_\_\_\_\_ and in due form of law acknowledged the foregoing Grant to be \_\_\_\_\_ and deed and desired the same might be recorded as such.

Witness my hand and \_\_\_\_\_ Seal the day and year first aforesaid.

Solicited by: \_\_\_\_\_ My Commission expires: \_\_\_\_\_  
Transcribed by: BRIDGEMAN  
Compared by: \_\_\_\_\_  
Recorded: January 17, 1947

86/332

11/10/46



WITNESSE HEREOF, the Grantors, set their hand and seal this 31st day of MARCH A.D. 1947.

SEAL AND DELIVERED IN PRESENCE OF

Thomas H. Latschar (SEAL)  
Joseph M. Latschar (SEAL)

NOTARY DEPARTMENT  
P. O. BOX  
MAY 7 1947

STATE OF PENNSYLVANIA COUNTY OF CHESTER SS:

Be it remembered that on this 22nd day of April A.D. 1947 before me, the undersigned, a Notary Public in and for said County and State, personally came the above named Thomas H. Latschar, single; Joseph M. Latschar, single; and acknowledged the foregoing instrument to be their voluntary act and deed, and for the uses and purposes therein set forth and desired the same to be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.  
Robert S. Bowman, Notary Public  
MY COMMISSION EXPIRES JANUARY 2, 1949

Submitted by: Richmond  
Signed by: *Richmond*  
Witnessed by: *Richmond*  
Dated May 9th, 1947

(SEAL)  
(SEAL)

Public In  
his wife  
in not for

NOTARIAL  
SEAL

in hand  
sum of \$100  
upon the  
P. Latschar  
(hereinafter  
OF AND HEAT  
assign, the  
to which has  
Township  
of BARNES  
IN the West  
same, the  
to the said  
operating  
these distric  
the Company  
three persons  
cessors and  
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change to  
above paid  
right of my

RIGHT OF WAY  
SUNNY SLOPE DAIRY, INC.  
TO  
THE MANUFACTURERS LIGHT &  
HEAT CO.

SEC. 1

FOR AND IN CONSIDERATION OF ONE AND NO/100 Dollars, to them in hand paid, receipt of which is hereby acknowledged, and the further sum of SIX AND NO/100 (\$6.00) Dollars, per rod for right of way to be paid upon the acceptance of the survey now being made by the Company, Sunny Slope Dairy, Inc. (hereinafter called the Grantor), do hereby grant to THE MANUFACTURERS LIGHT AND HEAT COMPANY (hereinafter called the Company,) its successors and assigns, the right to lay a 14 inch pipe line, and maintain, operate, repair and remove said lines along a line which has been surveyed for the same over and through their land situated in EAST VINCENT Township CHESTER County, State of PENNSYLVANIA, bounded as follows: On the North by lands of RAYMOND WYAND, On the East by lands of LATSCHAR OTHER LANDS and on the South by lands of ADLOPH IREY ET AL'S, On the West by lands of RAYMOND WYAND AND ADLOPH IREY with the right of ingress, egress, and regress to and from the same, the said Grantor to fully use and enjoy the said lands, except for the purposes hereinbefore granted to the said Company, and said Company to pay any damages which may arise to crops and fences from the relaying, maintaining and operating said pipe line; said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom to be appointed by the said Grantors their heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed, that the said Company, its successors and assigns, may at any time by, maintain, operate, repair and remove a second line of pipe alongside of the first line as herein provided, upon the payment of a like consideration, and subject to the same conditions; also may change the location of its pipes, the damages, if any, to crops and surfaces in making such change to be paid by the Company. This option shall be null and void unless survey is accepted and consideration mentioned above paid or allowed to grantor within three (3) years from the date hereof.

Said pipe line to be buried at least 34 inches beneath the surface.  
No right of way shall be paid by the company.  
By damages to Grantor's land, crops, roadways, fences, or other property at anytime during the use of

WITNESSE HEREOF, the Grantors, set their hand and seal this 22nd day of April A.D. 1947.

SEAL AND DELIVERED IN PRESENCE OF

Margaret Strickland  
A. S. Bowman  
Sunny Slope Dairy, Inc.,  
Russell T. Latschar, Pres.  
O. Allen Freese, Sec'y.

NOTARY DEPARTMENT  
P. O. BOX  
MAY 7 1947

STATE OF PENNSYLVANIA COUNTY OF CHESTER SS:

On this 22nd day of April, 1947 before me, a Notary Public the undersigned officer, personally appeared O. Allen Freese who acknowledged himself to be the Secretary of Sunny Slope Dairy, Inc., a corporation and that said Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein con-

AFFIDAVIT

*This Indenture Made the*

*2<sup>nd</sup>* day of *June* in the year of our Lord one thousand nine hundred and eighty-two (1982)

Between SUNNY SLOPE DAIRIES, INC., a Pennsylvania corporation and CHESTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a body politic and corporate ("Grantors") and KYLE L. LATCHAM and RUSSELL T. LATCHAM, JR., Executors under the Will of Russell T. Latcham, Deceased ("Grantees")

Witnesseth, That the said Grantors

for and in consideration of the sum of One (\$1.00) Dollars

lawful money of the United States of America, unto them well and truly paid by the said Grantees

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantees, their heirs, executors, successors, and assigns,

ALL THOSE FIVE CERTAIN tract of land situate in the Township of East Vincent, County of Chester and Commonwealth of Pennsylvania, bounded and described according to a Subdivision Plan of Property of Sunny Slope Dairies, Inc., surveyed by William L. Conner, Registered Land Surveyor, dated 1/11/1982 and last revised 3/9/1982 as follows, to wit:

ONE THEREOF BEGINNING at a spike set on the title line in the bed of Stony Run Road (LR 15101), at a corner of Tract #2 on said plan, said point being measured along said title line North 52 degrees 40 minutes 45 seconds West 640.78 feet from a spike in the bed of West Bridge Street (LR A-96); thence extending from said point of beginning along Tract #2 aforesaid, the two following courses and distances: viz (1) South 37 degrees 19 minutes 15 seconds West 490.00 feet to an iron pin; (2) North 52 degrees 40 minutes 45 seconds West 496.22 feet to an iron pin in line of lands now or late of Vernon C. and Janet M. Ruth; thence extending along said lands North 16 degrees 36 minutes 44 seconds East 523.84 feet to a spike on the title line in the bed of said Stony Run Road; thence extending along the same South 52 degrees 40 minutes 45 seconds East 681.46 feet to the first mentioned spike and place of beginning.

BEING Tract #1 on said plan; containing in area 6.6237 acres of land, more or less.

ANOTHER THEREOF BEGINNING at a point on the title line in the bed of West Bridge Street (LR A-96) at a corner of tract #2 on said plan; said point being measured along said title line South 37 degrees 34 minutes 45 seconds West 500 feet from a spike set in the bed of Stony Run Road (LR 15101); thence extending from said point of beginning along the title line in the bed of West Bridge Street South 37 degrees 34 minutes 45 seconds West crossing Stony Run Creek 1370.59 feet to a point, a corner of lands now or late of the Philadelphia Electric Company; thence extending along said lands North 60 degrees 41 minutes 30 seconds West 403.78 feet to an iron pin set at a corner of said tract #2; thence extending along said Tract #2 the following six courses and distances: (1) North 37 degrees 34 minutes 45 seconds East recrossing said creek 650.06 feet to an iron pin; (2) North 19 degrees 57 minutes 01 second West 163.29 feet to a point; (3) North 73 degrees 23 minutes 16 seconds West 101.80 feet to an iron pin; (4) North 16 degrees 36 minutes 44

East 308.05 feet to an iron pin; (5) North 60 degrees 25 minutes 37 seconds East 599.85 feet to an iron pin; (6) South 52 degrees 25 minutes 15 seconds East 335.12 feet to the first mentioned point and place of beginning.

BEING Tract #3 on said plan; Containing in area 16.1419 acres of land more or less.

ANOTHER TWO THEREOF DESCRIBED AS ONE, BEGINNING at a point on the title line in the bed of West Bridge Street (LR A-96), said point being a corner of Tract #4 on said plan, which point is measured through the bed of West Bridge Street South 37 degrees 34 minutes 45 seconds West 8.96 feet from a spike set therein, which point is measured South 37 degrees 34 minutes 45 seconds West through the bed of West Bridge Street a distance of 1978.05 feet from its point of intersection with Stony Run Road (marked by a spike); thence extending from said point of beginning along the title line in the bed of West Bridge Street the two following courses and distances: (1) South 37 degrees 38 minutes 49 seconds West 1415.99 feet to a spike; (2) South 38 degrees 01 minute 24 seconds West 393.06 feet to a spike set at a corner of lands now or late of Walter J. and Anna Kroc; thence extending along the last mentioned lands and along lands now or late of Amos H. and Arville J. Bechtel, North 52 degrees 03 minutes 29 seconds West 1346.53 feet to a spike set in a tree, at a corner of lands of said Bechtel; thence along said lands of Bechtel the four following courses and distances: (1) North 34 degrees 16 minutes 34 seconds East 442.67 feet to an iron pin; (2) North 30 degrees 40 minutes 10 seconds West 196.48 feet to an iron pin; (3) South 62 degrees 31 minutes 59 seconds West 72.66 feet to an iron pipe set in concrete; (4) North 61 degree 39 minutes 18 seconds West 624.66 feet to an iron pipe found in concrete near an existing gravel drive at a corner of lands now or late of the Philadelphia Electric Company; thence extending along said lands South 60 degrees 41 minutes 30 seconds East crossing Stony Run Creek 804.67 feet to an iron pin set at a corner of lands now or late of Vernon G. and Janet H. Ruth; thence along said lands South 38 degrees 44 minutes 30 seconds West 17.52 feet to an iron pin set at a corner of Tract #4 on said plan; thence extending along said tract the following seven courses and distances: (1) South 37 degrees 19 minutes 34 seconds West recrossing said stream 615.46 feet to an iron pin; (2) South 08 degrees 22 minutes 35 seconds East 450.65 feet to an iron pin; (3) South 52 degrees 25 minutes 36 seconds East 244.62 feet to an iron pin; (4) North 37 degrees 34 minutes 24 seconds East 781.21 feet to an iron pin; (5) South 60 degrees 21 minutes 47 seconds East 647.92 feet to an iron pin; (6) North 29 degrees 50 minutes 30 seconds East 189.26 feet to an iron pin; and (7) South 60 degrees 41 minutes 30 seconds East 583.62 feet to the first mentioned point and place of beginning.

BEING Tracts 5 and 6 as shown on the above mentioned plan.

CONTAINING in area 51.8513 acres of land, more or less (tract #5) and 22.0790 acres of land, more or less (tract #6).

THE LAST THEREOF BEGINNING at an iron pipe (found) at an interior point, a corner of lands now or late of the Philadelphia Electric Company, said point being measured North 53 degrees 09 minutes 33 seconds West 541.90 feet from an iron pin, which point is measured North 52 degrees 25 minutes 36 seconds West 600.60 feet from a drill hole in sandstone, which point is measured South 29 degrees 50 minutes 30 seconds West 174.62 feet from an iron pipe, which point is measured North 60 degrees 41 minutes 30 seconds West 651.79 feet from a point in the bed of West Bridge Street (LR A-96) which point is measured South 37 degrees 34 minutes 45 seconds West through the bed of West Bridge Street 1946.38 feet from its point of intersection with a spike in the bed of Stony Run Road (LR 15101); thence extending from said point of beginning along said lands of Philadelphia Electric Company North 60 degrees 41 minutes 30 seconds West 843.05 feet to an iron pipe in or near the Stony Run Creek in line of lands now or late of Robert F. and Mary E. Neand; thence extending along the last mentioned lands the three following courses and distances: (1) North 10 degrees 14 minutes 30 seconds East 194.77 feet to an iron pipe; (2) South 67 degrees 38 minutes 29 seconds East 124.44 feet to an iron pin; and (3) South 52 degrees 08 minutes 29 seconds East also along lands now or late of Vernon G. and Janet H. Ruth 805.30 feet to an iron pin set at a corner of lands of Ruth, aforesaid; thence along said lands South 38 degrees 44 minutes 30 seconds West 80.53 feet to the first mentioned iron pin and place of beginning.

BEING TRACT #6-A on said plan; Containing in area 2.9437 acres of land, more or less.

TOGETHER WITH the right of the grantee their heirs and assigns, to cross at grade over a strip of ground conveyed to the Philadelphia Suburban Counties Gas & Electric Company, now Philadelphia Electric Company in Deed Book Z-17 page 61, said strip of ground separates Tract #5 from Tract #6-A, at such convenient place or places as may be indicated by the Engineer of the Philadelphia Electric Company, its successors and assigns, so long and only so long as the grantee herein, their successors and assigns, own the land adjoining the premises conveyed in the above mentioned deed.

SUBJECT, however, to the right of the Philadelphia Electric Company, its successors and assigns, to the maintenance and operation of an electric transmission line or lines or other corporate purposes of the said Philadelphia Electric Company, its successors and assigns, thereon without further liability in any manner to the grantees herein, their successors and assigns.

TOGETHER with the perpetual right to use the well located on Tract 2 for ordinary residential and related agricultural activities. If the well's supply cannot adequately supply the reasonable water needs of the dairy and the dwelling located on Tract 3, the needs of the dairy shall have priority.

EXCEPTING AND RESERVING unto Sunny Slope Dairies, Inc., its successors and assigns, a perpetual 20-foot wide easement across Tract 3 for an 8" x 8" sanitary sewer line, as shown on the Subdivision Plan of Property of Sunny Slope Dairies, Inc., prepared by William L. Conner, Registered Land Surveyor, dated 1/14/1982 and last revised 3/9/1982, the centerline of which easement shall be said sewer line, together with the rights of ingress and egress necessary to make any repairs and replacements to said sanitary sewer line or any of its accessory devices located on Tract 3; any authorized agents or employees of Sunny Slope Dairies, Inc. entering upon Tract 3 shall: (a) be limited in the tasks they perform to the purposes herein stated; (b) disturb as little of Tract 3 as is reasonably necessary to repair or replace said line or devices; (c) restore promptly after any of such entries any part of Tract 3 which they shall disturb to the condition it was in prior to such entries; and (d) give notice in writing to the owner of Tract 3 in writing at least 24 hours prior to any entry of the nature, purpose, and extent of such entry, except in the event of an emergency when they may give such notice as is reasonable under the circumstances. The owner of Tract 3 and its successors and assigns, shall retain full use of the surface of Tract 3 over which said easement lies, subject to the rights granted to Sunny Slope Dairies, Inc. herein, and provided that nothing shall be erected or planted on said easement to interfere with the rights granted to Sunny Slope Dairies, Inc. hereunder.

BEING part of the same premises which Alice T. Latahaw, widow by deed dated February 15, 1944 and recorded at West Chester, Pa., in Deed Book N-21, page 126, granted and conveyed unto Sunny Slope Dairy, Inc., a Pennsylvania Corporation, its successors and assigns, in fee.

AND Sunny Slope Dairy, Inc. was merged into Sunny-Slope-Highland Dairies, Inc. on December 31, 1965.

AND on April 13, 1970, Sunny-Slope-Highland Dairies, Inc. by change of name became known as Sunny Slope Dairies, Inc.

ALSO BEING part of the same premises which Sunny Slope Dairies, Inc., a Pa. Corp. by deed dated March 11, 1981 and recorded at West Chester, Pa. in Deed Book C-58, page 22, granted and conveyed unto Chester County Industrial Development Authority, its successors and assigns, in fee.

AND the said Sunny Slope Dairies, Inc. joins herein both as fee owner and as an Installment Sales Purchaser.

\*Alan E. and Susan A. Reed; thence extending along said lands North 09 degrees 55 minutes 16 seconds East crossing said gravel drive and crossing a Manufacturer's Light and Heat Company right-of-way for pipelines 892.82 feet to an iron pin set at a corner of lands now or late of Robert P. and Mary Hland; thence extending along the same the two following courses and distances: (1) South 67 degrees 38 minutes 29 seconds East recrossing said pipeline right-of-way 412.64 feet to an iron pin and (2) North 10 degrees 14 minutes 30 seconds East 253.85 feet to an iron pipe set at a corner of lands now or late of

\*\*North 38 degrees 44 minutes 30 seconds East 76.03 feet from an iron pin a corner of said Philadelphia Electric Company's land; said point being measured North 37 degrees 19 minutes 34 seconds East along land of Vernon C. and Janet M. Ruth 17.52 feet from an iron pin set at a corner of said land;

MUNICIPAL TRANSFER TAX  
PAID IN AMOUNT OF \$ 2500.00

BY \_\_\_\_\_  
CO. 12

Z 59181 299

Together with all and singular the buildings and improvements,  
ways, waters, water-courses, rights, liberties, privileges,  
hereditaments and appurtenances whatsoever therunto belonging, or in any wise appertaining, and  
the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest,  
property, claim and demand whatsoever, of Grantors

In law, equity, or otherwise howsoever, of, in, and to the same and every part thereof;

Do have and to hold the said premises, with all and singular  
the appurtenances, hereditaments and premises hereby granted  
or mentioned and intended so to be, with the appurtenances,  
unto the said Grantees, their heirs, executors, successors,  
and assigns, to and for the only  
proper use and behoof of the said Grantee, their heirs, executors, successors;

and assigns, for  
COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE  
PLATY TREASURER 204-722 INC. PAID \$50.00  
COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE  
PLATY TREASURER 204-722 TAX PAID 600.00

And the said Grantors, for themselves, their successors and assigns  
Do by  
these presents, covenant, grant and agree, to and with the said Grantee, their heirs,  
executors, successors,  
and assigns, that they the said Grantors, their successors and assigns  
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 Grantee, their heirs, executors,  
SUCCESSORS  
and assigns, against them the said Grantors, their successors and assigns,  
and against all and every person or persons whomsoever lawfully claiming or to claim  
the same or any part thereof, by, from, or under it,  
shall and will subject as aforesaid  
specially WARRANT and forever DEFEND.

In Witness Whereof, the said Corporation has caused these presents to executed  
and its common or corporate seal hereto affixed.

Attest: Sunny Slope Dairies, Inc.  
*Blair M. Latham* By *Edward P. ...*  
Attest: Chester County Industrial Development Authority  
*Anna C. Lindquist* By *Domino ...*  
Asst. Secretary

Z 59M 300

COMMONWEALTH OF PENNSYLVANIA;  
COUNTY OF Chester

On this, the 24 day of June, 1982, before me,  
the undersigned officer, personally appeared Abraham J. Korman  
who acknowledged himself to be the Vice Chairman of the  
Chester County Industrial Development Authority, and that he, as such  
officer, being authorized to do so, executed the foregoing instrument  
for the purposes therein contained by signing the name of the Chester  
County Industrial Development Authority by himself as said officer.

In Witness Whereof, I have hereunto set my hand and  
official seal.

Martha E. DeVincentis  
NOTARY PUBLIC



Z. 58942 301

My Commission Expires: My Commission Expires Dec. 14, 1985

Received, the day of the date of the above Indenture of the Commonwealth of Pennsylvania  
 COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF REVENUE  
 TAX 950.00  
 PA-1038

Commonwealth of Pennsylvania  
 County of Montgomery  
 On this, the 2nd day of July, 1982, before me,  
 the undersigned officer,  
 personally appeared David P. Kessel, who acknowledged himself (herself)  
 as the President of Sunny Slope Dairies, Inc.  
 in corporation, and that he as such President, being authorized to do so, executed  
 the foregoing instrument for the purpose therein contained by signing the name of the corporation  
 by himself (herself) as President

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.  
Martha E. Detwiler  
 NOTARY PUBLIC  
 MARTHA E. DETWILER, Notary Public  
 Phoenixville Boro., Chester Co., PA.  
 My Commission Expires Dec. 24, 1983

The address of the within named Grantee  
 is Box 80, R.D. #2, Chester Springs, PA 19425  
Martha E. Detwiler  
 On behalf of said Grantee



RETURN TO:  
 Ms. MARTHA DETWILER  
 700 Valley Forge Plaza  
 King of Prussia, Pa 19106

Recorded in the Office for Recording of Deeds in and for County of Chester  
 In Deed Book 2 No. 59

038304  
 RECORDER OF DEEDS  
 CHESTER CO., PENNA.  
 JUN 3 1 11 PM '82

Page 297 &c.  
 Witness my hand and seal of Office this 3rd  
 day of June Anno Domini 19 82  
Edna M. McQueen  
 RECORDER OF DEEDS

Z 59M 302

21  
 21  
 21

#12

00-0023



#4175

OFFICIAL USE	
Agricultural Use	Agricultural Reserve
Forest Reserve	Forest Reserve
Assessment Office	Assessment Office
Recorded	Date
Record Book	Page

County of Chester, Pennsylvania

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

- 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.
- All signatures on this application must be notarized.
- 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.
- 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.
- A processing fee (\$36.50) and a recording fee (\$15.50) must be remitted with this application. Attach one check in the amount of \$52.00, payable to the "TREASURER OF CHESTER COUNTY." NOTE: Additional recording fees may be charged for applications of 5 or more pages and/or 5 or more owners' names and signatures.

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.

BK 4719PG168P

PARCEL NUMBER (S):	* 21 - 5 - 78	ACREAGE: 2.9437
	* 21 - 5 - 83.1A	ACREAGE: 22.0790
PROPERTY LOCATION:	1605 Ellis Wood Road Property Address	
	Phoenixville, East Vincent Township, Center County, PA 19464 Municipality (Name of City, Borough, or Township)	
OWNER'S NAME(S):	Estate of Russell T. Latshaw, Sr., Deceased	
	Last	First Initial
	Latshaw, Jr.	Russell T.
	Last	First Initial
	Latshaw	Kyle L.
<small>(Other than individuals, use first line only for entity or corporation name, second for name of authorized individual.)</small>		
MAILING ADDRESS:	1215 West Bridge Street Number Street	
	Spring City	PA 19475 City State ZIP
TELEPHONE NUMBER:	(610) 948-5777 Daytime Number Home Number	



**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 checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A. Do you have an approved Conservation plan?	<input type="checkbox"/>	<input checked="" 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?			
_____				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 type="checkbox"/>	<input checked="" type="checkbox"/>	
_____							

NOTE: Questions #3, #4, #5 or #7 and #8 MUST be answered "YES" to qualify.

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 change in ownership of a portion of the land or of any type of division or conveyance of the land. The applicant for preferential assessment hereby acknowledges that, if this application is approved for preferential assessment, roll-back taxes under section 5.1 of the Act may be due for a change in use of the land, a change in ownership of any portion of the land, or any type of division or 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

\_\_\_\_\_  
Signature Date

*Russell T. Latschaw, Jr.* 5/26/99  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER : SS.

On this, the 26 day of May, 19 99, before me, a Notary Public, the herein signed, did personally appear Russell T. Latschaw, Jr. 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 McNea*

My Commission Expires: (SEAL)

Notarial Seal  
Kathleen McNea, Notary Public  
East Whiteland Twp., Chester County  
My Commission Expires Nov. 8, 1999

BR 4719PG1-682



County of Chester, Pennsylvania

00.0023

OF CLASSES	
Agricultural Use <input type="checkbox"/>	Agricultural Reserve <input type="checkbox"/>
Forest Reserve <input type="checkbox"/>	Disbrowed <input type="checkbox"/>
ASSESSMENT OFFICE	
Recorded: _____	
Record Book _____ Page _____ Day _____	

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

- 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.
- All signatures on this application must be notarized.
- 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.
- 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.
- A processing fee (\$36.50) and a recording fee (\$15.50) must be remitted with this application. Attach one check in the amount of \$52.00, payable to the "TREASURER OF CHESTER COUNTY." NOTE: Additional recording fees may be charged for applications of 5 or more pages and/or 5 or more owners' names and signatures.

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.

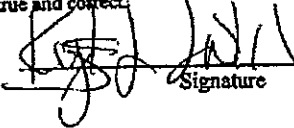
PARCEL NUMBER (S):	21 - 5 - 78	ACREAGE:	2.9437
	21 - 5 - 83.1A	ACREAGE:	22.0790
PROPERTY LOCATION:	1605 Ellis Wood Road		
	Property Address		
	Phoenixville, East Vincent Township, Center County, PA 19464		
	Municipality (Name of City, Borough, or Township)		
OWNER'S NAME(S):	Estate of Russell T. Latshaw, Sr., Deceased		
	Last	First	Initial
	Latshaw, Jr.	Russell	T.
	Last	First	Initial
	Latshaw	Kyle	L.
	<small>(Other than individuals, use first line only for entity or corporation name, second for name of authorized individual.)</small>		
MAILING ADDRESS:	1215 West Bridge Street		
	Number	Street	
	Spring City		PA
	City	State	19475
TELEPHONE NUMBER:	(610) 948-5777		
	Daytime Number	Home Number	ZIP

BK4719P51683

**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 checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A. Do you have an approved Conservation plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6. Do you or anyone else currently conduct a non-agricultural commercial business on this land parcel that exceeds two acres?  If the answer is "yes", list or describe these activities below: _____ _____ _____	<input type="checkbox"/>		<input checked="" type="checkbox"/>	B. Is this parcel now approved under Act 515?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
				C. Do you lease any minerals on this parcel?  Inactive _____ Active _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
				D. Is this parcel located next to environmentally significant areas such as parks, historic areas, lakes, etc.?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

NOTE: Questions #3, #4, #5 or #7 and #8 MUST be answered "YES" to qualify. 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 change in ownership of a portion of the land or of any type of division or conveyance of the land. The applicant for preferential assessment hereby acknowledges that, if this application is approved for preferential assessment, roll-back taxes under section 5.1 of the Act may be due for a change in use of the land, a change in ownership of any portion of the land, or any type of division or 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.

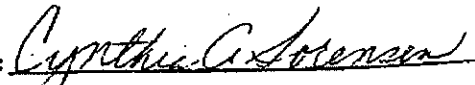
_____	_____		<u>5/24/99</u>
Signature	Date	Signature	Date
_____	_____	_____	_____
Signature	Date	Signature	Date

**ACKNOWLEDGMENT**

STATE MICHIGAN  
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER ALLEGAN: SS.

On this, the 24<sup>TH</sup> day of MAY, 19 99, before me, a Notary Public, the herein signed, did personally appear Kyle L. Latshaw 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:   
My Commission Expires: \_\_\_\_\_  
(SEAL) - CYNTHIA A. SCORSEN  
Notary Public Allegan County, Michigan  
My Commission Expires July 28, 2001

BK4719PG1684

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

**OWNER:** Kyle L. Latshaw and Russell T. Latshaw, Jr., Executors  
under the Will of Russell T. Latshaw, Sr., Deceased

**RE: Tax Map Parcel No.:** TP 21-5-78; TP 21-5-83.1; 21-5-80.2 (21-5-78)

**RECORDER OF DEEDS REFERENCE:** Book 260 Page 135

(21-5-83.1)(21-5-83.1)  
(21-5-80.2)

**LAND COVENANT DOCKET NO:** 1079-1975

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 September 26, 19 74, and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, and in the Land Covenant Docket in the Office of the Prothonotary as set forth above.

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

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

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

**APPROVED BY THE COUNTY OF CHESTER**

BY:

[Signature]  
County Solicitor

[Signature] 5/26/99  
Owner Russell T. Latshaw, Jr., Co-Executor  
Estate of Russell T. Latshaw, Sr., Deceased

Owner Kyle L. Latshaw, Co-Executor  
Estate of Russell T. Latshaw, Sr., Deceased

**ACKNOWLEDGEMENT**

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER : SS.

On this, the 26 day of May, 19 99, before me, a Notary Public, the herein signed, did personally appear Russell T. Latshaw, Jr. known to me (or satisfactorily proven) to be the person whose name is subscribed and executed the same for the purposes therein contained.

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

Notarial Seal  
Kathleen McNee, Notary Public  
East Whiteland Twp., Chester County  
My Commission Expires Nov. 8, 1999

Notary Public: [Signature]

My Commission Expires:  
(SEAL)

BK 4719 PG 1685

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

**OWNER:** Kyle L. Latshaw and Russell T. Latshaw, Jr., Executors under the Will of Russell T. Latshaw, Sr., Deceased

**RE: Tax Map Parcel No.:** TP 21-5-78; TP 21-5-83.1; 21-5-80.2 (21-5-78 & 21-5-83.1)

**RECORDER OF DEEDS REFERENCE:** Book 260 Page 135

**LAND COVENANT DOCKET NO:** 1079-1975 (21-5-80.2)

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 September 26, 1974, 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.

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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.

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**APPROVED BY THE COUNTY OF CHESTER**

BY: [Signature]  
County Solicitor

Owner Russell T. Latshaw, Jr., Co-Executor  
Estate of Russell T. Latshaw, Sr., Deceased  
Owner Kyle L. Latshaw, Co-Executor  
Estate of Russell T. Latshaw, Sr., Deceased

**ACKNOWLEDGEMENT**

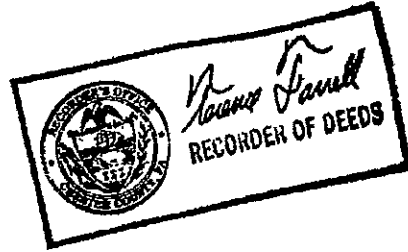
STATE MICHIGAN  
COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF ~~CHESTER~~ ALLEGAN: SS.

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

Notary Public: [Signature]  
GYNTHIA A. SORENSEN  
My Commission Expires: \_\_\_\_\_  
Notary Public Allegan County, Michigan  
(SEAL) My Commission Expires July 26, 2001

BK 4719 PG 1586



03/02/2000 09:25:32 A.M. INST NO: 0014307  
CHESTER COUNTY, PA.  
OFFICE OF THE RECORDER OF DEEDS  
RECEIPT NO: 0006404  
MISCELLANEOUS \$17.00  
CD REC FUND \$1.00  
RE REC FUND \$1.00  
WRIT - MISCELLANEOUS \$ .50  
-----  
\$19.50

BK4719PG1687

H/A



# 4176

00 0024

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

County of Chester, Pennsylvania

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

1. This application must be completed and executed by all 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.
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BK 4719 PG 1688

PARCEL NUMBER (S):	• 21 - 5 - 83.1	ACREAGE: 51.8513
		ACREAGE: _____
PROPERTY LOCATION:	1241 W. Bridge Street	
	Property Address	
	Spring City, East Vincent Township, Chester County, PA	
	Municipality (Name of City, Borough, or Township)	
OWNER'S NAME(S):	Estate of Russell T. Latshaw, Sr., Deceased	
	Last	First Initial
	Latshaw, Jr.	Russell T.
	Last	First Initial
	Latshaw	Kyle L.
	(Other than individuals, use first line only for entity or corporation name, second for name of authorized individual.)	
MAILING ADDRESS:	1215 West Bridge Street	
	Number	Street
	Spring City	PA 19475
	City	State ZIP
TELEPHONE NUMBER:	(610) 948-5777	Home Number
	Daytime Number	

**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 checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A. Do you have an approved Conservation plan?	<input type="checkbox"/>	<input checked="" 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 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?			
				Inactive _____ Active _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

*Russell T. Latshaw, Jr.* 5/26/99  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

BK 4719 P51689

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER : SS.

On this, the 26<sup>th</sup> day of May, 19 99, before me, a Notary Public, the herein signed, did personally appear Russell T. Latshaw, Jr. 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 McNea

My Commission Expires: \_\_\_\_\_ (SEAL)

Notarial Seal  
Kathleen McNea, Notary Public  
East Whiteland Twp., Chester County  
My Commission Expires Nov. 8, 1999





County of Chester, Pennsylvania

00 0024

ORIGINAL USE

Agricultural Use  Agricultural Reserve   
 Forest Reserve  Disapproved

ASSESSMENT OFFICE

Record Books

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

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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 (\$15.50) must be remitted with this application. Attach one check in the amount of \$52.00, payable to the "TREASURER OF CHESTER COUNTY." NOTE: Additional recording fees may be charged for applications of 5 or more pages and/or 5 or more owners' names and signatures.

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): 21 - 5 - 83.1 ACREAGE: 51.8513

PROPERTY LOCATION: 1241 W. Bridge Street Property Address  
Spring City, East Vincent Township, Chester County, PA Municipality (Name of City, Borough, or Township)

OWNER'S NAME(S): Estate of Russell T. Latshaw, Sr., Deceased  
 Last First Initial  
Latshaw, Jr. Russell T.  
 Last First Initial  
Latshaw Kyle L.

(Other than individuals, use first line only for entity or corporation name, second for name of authorized individual.)  
 MAILING ADDRESS: 1215 West Bridge Street Street  
Spring City City PA 19475 ZIP  
 State same

TELEPHONE NUMBER: (610) 948-5777 Home Number  
 Daytime Number

BK 4719 PG 1690

**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 checked="" type="checkbox"/>	<input 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"/>	<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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A. Do you have an approved Conservation plan?	<input type="checkbox"/>	<input checked="" 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?			
_____				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 type="checkbox"/>	<input checked="" type="checkbox"/>	
_____							

NOTE: Questions #3, #4, #5 or #7 and #8 MUST be answered "YES" to qualify.

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 change in ownership of a portion of the land or of any type of division or conveyance of the land. The applicant for preferential assessment hereby acknowledges that, if this application is approved for preferential assessment, roll-back taxes under section 5.1 of the Act may be due for a change in use of the land, a change in ownership of any portion of the land, or any type of division or 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

\_\_\_\_\_  
Signature Date

*[Signature]* 5/24/99  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**ACKNOWLEDGMENT**

STATE MICHIGAN  
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER ALLEGAN : SS.

On this, the 24<sup>TH</sup> day of MAY, 1999, before me, a Notary Public, the herein signed, did personally appear Kyla L. Latshaw known to me (or satisfactorily proven) to be the person whose name is subscribed and executed the same for the purposes therein contained.

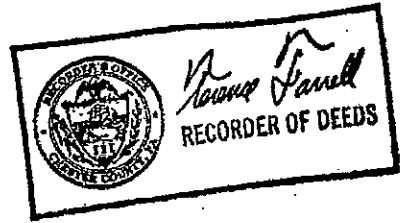
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public: *[Signature]*

My Commission Expires: (SEAL)

CYNTHIA A. SORENSEN  
Notary Public Allegan County, Michigan  
My Commission Expires July 28, 2001

BK4719PG1691



03/02/2000 09:25:42 A.M. INST NO: 0014308  
CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS  
RECEIPT NO: 0006404

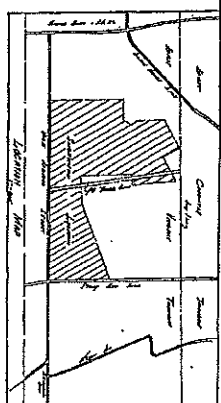
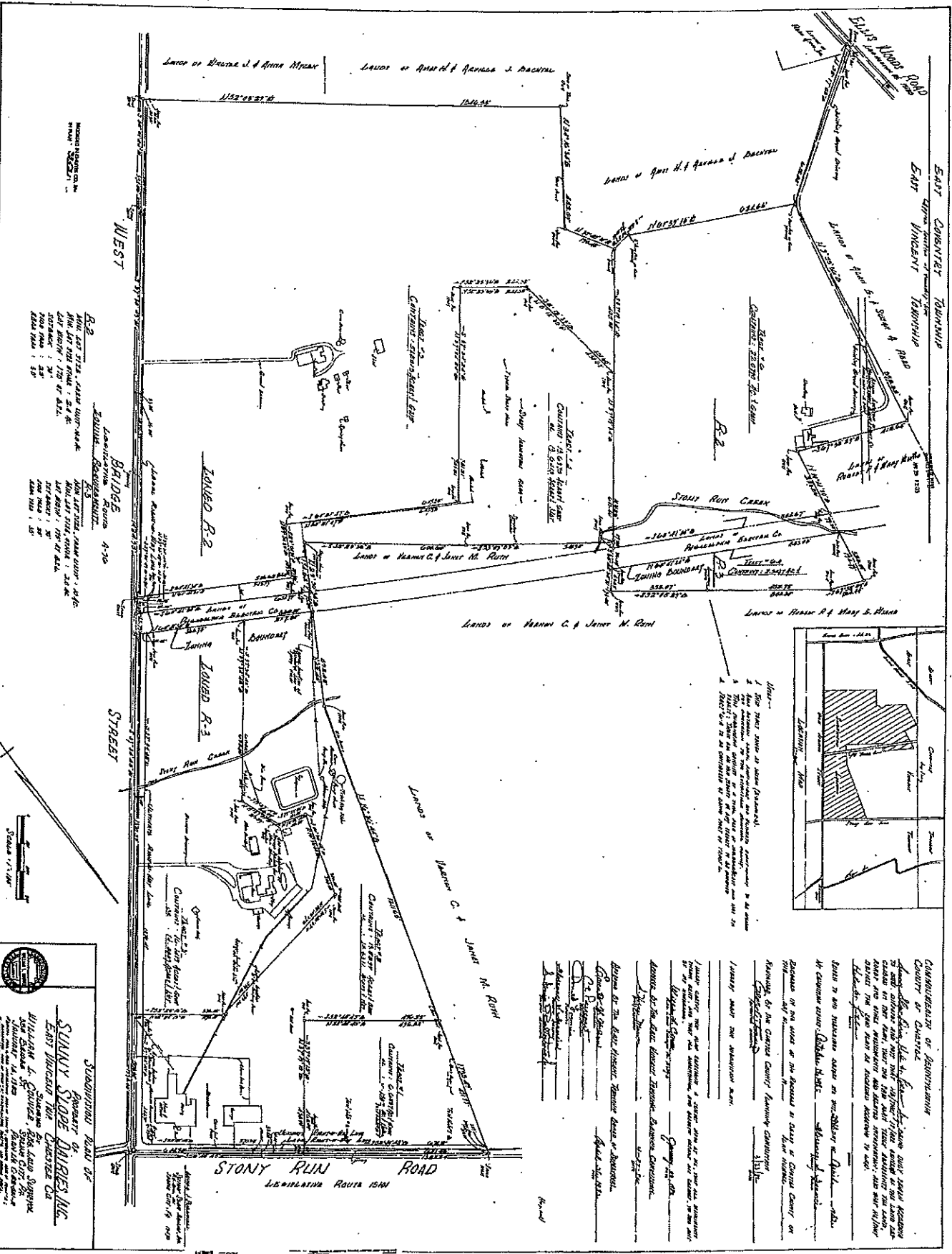
MISCELLANEOUS	\$13.00
CO REC FUND	\$1.00
RE REC FUND	\$1.00
WRIT - MISCELLANEOUS	\$.50

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\$15.50


BK4719PG1692

#15



Notes:-  
1. This tract shall be sold for cash.  
2. The purchaser shall pay the balance of the purchase price in 60 days.  
3. The purchaser shall pay a 5% cash down payment on the day of sale.  
4. The purchaser shall be responsible for all taxes and charges on this tract.  
5. This tract is to be sold to the highest bidder at the time of sale.

**CONFESSION OF JUDGMENT**  
County of Chester  
I, James C. Reed, do hereby certify that the above described land is the property of the said James C. Reed, and that the same is being sold to the highest bidder at the time of sale, and that the purchaser shall be responsible for all taxes and charges on this tract.  
I hereby certify that the above described land is the property of the said James C. Reed, and that the same is being sold to the highest bidder at the time of sale, and that the purchaser shall be responsible for all taxes and charges on this tract.  
I hereby certify that the above described land is the property of the said James C. Reed, and that the same is being sold to the highest bidder at the time of sale, and that the purchaser shall be responsible for all taxes and charges on this tract.

  
**SUNNY SLOPE BUILDERS, INC.**  
Surveyors  
1111 Market Street  
Philadelphia, Pa.  
SUNNY SLOPE BUILDERS, INC.  
Surveyors  
1111 Market Street  
Philadelphia, Pa.



# COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 14PA37193

## SCHEDULE C PROPERTY DESCRIPTION

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

### PREMISES "A"

ALL THAT CERTAIN tract of land Situate in the Township of East Vincent, County of Chester and Commonwealth of Pennsylvania bounded and described according to a "Subdivision Plan of Property of Sunny Slope Dairies, Inc.", prepared by William L. Conner, Registered Land Surveyor, dated 1/14/1982 and last revised 3/9/1982 as follows:

BEGINNING at a point in the bed of West Bridge Street, a corner of Tract No. 4 on said plan; thence extending along and through said West Bridge Street, the next two following courses and distances: (1) South 37 degrees 38 minutes 49 seconds West, 1,424.95 feet to a point; (2) South 38 degrees 01 minute 24 seconds West, 393.06 feet to a point and corner of lands now or late of Walter and Anna Mycek; thence extending along said side of lands now or late of Walter and Anna Mycek North 52 degrees 03 minutes 29 seconds West, 1,546.53 feet to a point and corner of lands now or late of Amos & Arvilla Bechtel; thence extending along said lands now or late of Amos & Arvilla Bechtel the next two following courses and distances: (1) North 34 degrees 16 minutes 34 seconds East, 442.67 feet to a point; (2) North 30 degrees 40 minutes 10 seconds West, 196.48 feet to a point and corner of Tract No. 6 on said plan; thence extending along said side of Tract No. 6 North 37 degrees 19 minutes 34 seconds East, 455.80 feet to a point and corner of Tract No. 4 on said plan; thence extending along said side of Tract No. 4 the next six following courses and distances: (1) South 08 degrees 12 minutes 35 seconds East, 450.65 feet to a point; (2) South 52 degrees 25 minutes 36 seconds East, 244.62 feet to a point; (3) North 37 degrees 34 minutes 24 seconds East, 781.21 feet to a point; (4) South 60 degrees 21 minutes 47 seconds East, 647.92 feet to a point; (5) North 29 degrees 50 minutes 30 seconds East, 189.96 feet to a point; (6) South 60 degrees 41 minutes 30 seconds East, 583.62 feet to the first mentioned point and place of beginning.

BEING Tract No. 5 as shown on the above mentioned Plan UP! 21-5-83.1

### PREMISES "B"

AND ALSO ALL THAT CERTAIN lot or parcel of ground, situate in East Vincent Township, Chester County, Pennsylvania, bounded and described according to a "Subdivision Plan of Property of Sunny Slope Dairies, Inc.", prepared by William L. Conner, Registered Land Surveyor, dated 1/14/1982 and last revised 8/3/1982 being Plan No. C-82-001-R as follows:

BEGINNING at a point, a 3 inch iron pipe in concrete and a corner in common with land, now or late of Alan E. & Susan A. Reed, and Amos H. & Arville J. Bechtel; thence along said lands of Reed, North 9 degrees 55 minutes 36 seconds East, a distance of 892.82 feet to a point, an iron pin, and a corner in common with lands, now or late of Robert P. and Mary Wiand; thence along said lands of Wiand, the following (2) courses and distances: (1) South 67 degrees, 28 minutes, 29 seconds East, a distance of 412.64 feet to a point; (2) North 10 degrees 14 minutes 30 seconds East, a distance of 253.86 feet to a point, an iron pipe, and a corner in common with lands now or late of Philadelphia Electric Company, South 60 degrees 41 minutes 30 seconds East, a distance of 804.67 feet to a point, an iron pin, on line of lands, now or late of Vernon C. and Janet M. Ruth; thence along said lands of Ruth, South 38 degrees 44 minutes 30 seconds West, a distance of 17.52 feet to a point, an iron pin, and a corner in common with Tract No. 4 as shown on the above mentioned Subdivision Plan; thence along said Tract No. 4 and Tract No. 5 as shown on the above mentioned Subdivision Plan, South 37 degrees 19 minutes 34 seconds West, passing through an iron pin on line at a distance of 615.46 feet to a total distance of 1,071.26 feet to a point, an iron pipe, and a corner in common with the aforementioned lands, now or late of

**SCHEDULE C**  
(Continued)

Amos H. and Arville J. Bechtel; thence along said lands of Bechtel, the following (2) courses and distances: (1) South 82 degrees 31 minutes 59 seconds West, a distance of 72.66 feet to a point, a 3 inch iron pipe in concrete; and (2) North 61 degrees 39 minutes 18 seconds West, a distance of 624.66 feet to a point, a 3 inch iron pipe in concrete, and the place of beginning.

BEING Tract No. 6 as shown on the above mentioned Plan. UPI 21-5-83.1A

**PREMISES "C"**

AND ALSO ALL THAT CERTAIN tract of land Situate in the Township of East Vincent, County of Chester and Commonwealth of Pennsylvania bounded and described according to a "Subdivision Plan of Property of Sunny Slope Dairies, Inc.", prepared by William L. Conner, Registered Land Surveyor, dated 1/14/1982 and last revised 8/3/1982 being Plan No. C-82- 001-R as follows:

BEGINNING at a point an iron pin in common with lands now or late of Robert P. and Mary Wiand and on line of lands now or late of Philadelphia Electric Company; thence along said lands of Wiand the following two courses and distances: (1) North 10 degrees 14 minutes 30 seconds East, a distance of 194.79 feet to a point, an iron pin; and (2) South 67 degrees 38 minutes 29 seconds East, a distance of 124.44 feet to a point an iron pin; thence still along said lands of Wiand and along lands now or late of Vernon C. & Janet M. Ruth, South 52 degrees 08 minutes 29 seconds East, a distance of 805.30 feet to a point an iron pin; thence still along said lands of Ruth, South 38 degrees 44 minutes 30 seconds West, a distance of 80.53 feet to a point an iron pipe on line of the aforementioned lands of Philadelphia Electric Company; thence along said lands of Philadelphia Electric Company North 60 degrees 41 minutes 30 seconds West, a distance of 843.05 feet to a point an iron pipe in the place of beginning.

BEING Tract No. 6A as shown on the above mentioned Plan. UPI 21-5-78

TOGETHER with the right of the grantee, their heirs and assigns, to cross at grate over a strip of ground conveyed to the Philadelphia Suburban Counties Gas & Electric Company, now Philadelphia Electric Company in Deed Book Z-17 page 81 said strip of ground now separates Tract No. 6 from Tract No.6A, at such convenient place or places as may be indicated by the Engineer of the Philadelphia Electric Company, its successors and assigns, so long and only so long as the grantee herein, their successors and assigns, own the land adjoining the premises conveyed in the above mentioned Deed.

BEING the same premises which Kyle L. Latshaw, by indenture dated 7/30/04 and recorded 8/17/04 in the Office of the Recorder of Deeds in and for the County of Chester in Record Book 6254 page 2225, granted and conveyed unto 1241 West Bridge Street, L.P., in fee.

AND BEING the same premises which 1241 West Bridge Street, L.P., by Deed of Correction dated 5/2/05 and recorded 10/4/05 in the Office of the Recorder of Deeds in and for the County of Chester in Record Book 6639 page 1158, granted and conveyed unto 1241 West Bridge Street, L.P., in fee.